DUTIES OWED BY A NEVADA LICENSEE

IMPACT FEES

SOIL REPORT

COMMON-INTEREST COMMUNITIES

LIEN FOR DEFERRED TAXES

OPEN RANGE

SELLER'S REAL PROPERTY DISCLOSURE

USED MOBILE HOMES

RESIDENTIAL POOL SAFETY AND DROWNING PREVENTION

ENVIRONMENTAL HAZARDS

SEWER AND WATER RATES

Nevada Real Estate Division

Residential Disclosure Guide

A few things you need to know before buying or selling a home in Nevada.

Revised May 2026



State of Nevada
Department of Business & Industry
Real Estate Division

Introduction

The Department of Business and Industry—Nevada Real Estate Division has developed this booklet to increase consumer awareness and understanding of disclosures that may be required by a buyer or seller during the sale or purchase of a residential property in the State of Nevada.

In almost every real estate transaction, some form of written disclosure is required. For example, real estate licensees must disclose if they are related to a party in the transaction or affiliated with the lender involved in approving the loan for that particular transaction. Sellers, for instance, are responsible for disclosing material facts, data and other information relating to the property they are attempting to sell. And buyers, in some cases, must disclose if they are choosing to waive their 10-day opportunity to conduct a risk assessment of lead hazards.

These are only a few examples of what must be disclosed during a real estate transaction. While it is not possible to outline which disclosures are needed in every situation, as each real estate transaction is unique, this booklet contains discussions on the most commonly required state, federal and local disclosures.

References to real estate licensees and the sale of residential properties in this booklet apply only to the state of Nevada. This guide, however, does not specifically address vacant land or commercial properties.

We hope that you will find this booklet helpful and that it becomes a valuable resource during your real estate transaction. For more information, please visit our website at http://red.nv.gov.

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Common-Interest Communities and Condominium Hotels

⇒ Purpose of Disclosure

The purpose of the information statement required when purchasing a home or unit in a common-interest community or a condominium hotel is to make the buyer aware of all rights, obligations and other aspects related to owning a unit within a common-interest community (also known as a homeowner's association) or a condominium hotel. The statement makes buyers aware that use of their units can be restricted by the Declaration or CC&R's. It also alerts buyers that foreclosure of the unit is possible for failure to pay assessments.

⇒ Who must provide the disclosure?

The seller must, at seller's expense, provide an information statement with the sale of any unit within a common-interest community or condominium hotel. The statement is entitled *"BEFORE YOU PURCHASE PROPERTY IN A [COMMON-INTEREST COMMUNITY] [CONDOMINIUM HOTEL] DID YOU KNOW..."*

⇒ When is it due?

In a transaction requiring a public offering statement (further detailed below), the information statement is part of the public offering statement and is due no later than the date an offer to purchase becomes binding on the buyer. If the unit has not been inspected by the buyer, the buyer will have 5 calendar days to cancel the contract from the date of execution.

In a resale transaction, the information statement is part of the resale package. A buyer has 5 calendar days to cancel the contract after receipt of the resale package. It is good practice to provide the information statement no later than 5 days before the contract becomes binding on the buyer in any type of transaction.

Common-Interest Communities and Condominium Hotels

Continued from previous page…

⇒ Additional Information

Public Offering Statement

If the property is a new unit in a common-interest community or a condominium hotel, the buyer must be provided with a **Public Offering Statement** on or before the date on which an offer to purchase becomes binding, and must fully and accurately disclose information as listed out in NRS 116.4103(1)(a)-(o), unless exempt for certain small offerings (NRS 116.41035), including:

- Declarant and Community Information (projected buildings with timetables, amenities, and est. # of units)
- Governing Documents & Financials (copies of the declaration, bylaws, rules and regulations, and all required financial information*)
- Services, Expenses, and Fees (including projected common expenses, and all initial, special, current, and expected fees or charges for units and common-element use)
- Warranties and Purchaser Rights**
- Legal Actions & Restrictions (unsatisfied judgments, pending actions, restraints on alienation, leasing or sale restrictions, and any arrangements binding the association under NRS 116.1209)
- Additional Required Statements (All required fee statements for the unit and the information statement under NRS 116.41095)

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Common-Interest Communities and Condominium Hotels

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*__FINANCIAL INFORMATION REQUIRED__:
Further, the Public Offering Statement must include the association's current and projected budget, plus detailed reserves, projected expenses, and monthly assessments by unit type (NRS 116.4103(2)).

The Public Offering Statement must include additional disclosures if the community is subject to any developmental rights (*see* NRS 116.4104), or contains converted buildings (*see* NRS 116.4106), or contains units which may be in a time share (*see* NRS 116.4105), or is registered with the Securities and Exchange Commission (*see* NRS 116.4107).

****PURCHASERS RIGHTS:** As required to be stated in the contract for purchase, unless the buyer has personally inspected the unit, the buyer may cancel the contract to purchase, by written notice to the seller or authorized agent, either by hand, by prepaid U.S. mail or electronic transmission, until midnight of the fifth calendar day following the date of execution of the contract, without penalty and prompt refund of all payments (NRS 116.4108, NR 116.4109(2), NRS 116.41095).

Resale Package
In transactions involving the resale of a unit previously sold by the developer, a resale package must be provided to the buyer at the expense of the seller. In addition to the information statement, the resale package includes the following: the declaration, bylaws, rules and regulations, monthly assessments, unpaid assessments of any kind, current operating budget, financial statement, reserve study summary, unsatisfied judgments, and status of any pending legal actions.

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Common-Interest Communities and Condominium Hotels

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Transfer Fees

Do not pertain to Condominium Hotels

The resale package for a home or unit in a common-interest community must also include a statement of any transfer fees, transaction fees or any other fees associated with the resale of a unit.

Unpaid Obligations

Do not pertain to Condominium Hotels

The resale package for a home or unit in a common-interest community must also include a statement from the association setting forth the amount of the monthly assessment for common expenses and any unpaid obligations that are due from the selling unit's owner, including management fees, transfer fees, fines, penalties, interest, collection costs, foreclosure fees and attorney's fee. Please be advised that while the resale package includes this information, changes to the law in 2013 no longer allow a seller or buyer to rely on this statement as accurate. The seller must obtain a "statement of demand" which is separate from the resale package.

Delivery of Resale Package

An association or hotel unit owner has 10 days to provide the resale package after a request. If the documents are not provided within 10 days the buyer is not liable for any delinquent assessment. The resale package should be delivered as soon as practicable. Unless the buyer has accepted conveyance of the unit, the buyer may cancel the contract to purchase, by written notice, until midnight of the fifth calendar day following receipt of the resale package. This provision must be stated in the contract.

Common-Interest Communities and Condominium Hotels

Statement of Demand

Does not pertain to Condominium Hotels

The statement of fees and assessments in the resale package may not be relied upon. It is necessary for any seller to purchase a statement of demand from the association and provide it to the buyer. The statement of demand may be requested by the unit owner, his or her representative or the holder of a security interest on the unit. A statement of demand from the association sets forth the current outstanding assessments, fees and unpaid obligations, including foreclosure fees and attorney's fees due from the seller. The statement of demand remains effective for the period specified in the demand, which must not be less than 15 business days from the date of delivery by the association to the seller. The association may provide a corrected statement of demand prior to the sale. Payment of the amount set forth in the statement of demand constitutes full payment of the amount due from the seller.

[NRS 116 governs Common-Interest Communities;
NRS 116B governs Condominium Hotels]

For more information:

Form: Before You Purchase Property in a Common-Interest Community Did You Know... or Before You Purchase Property in a Condominium Hotel Did You Know...

Website: http://red.nv.gov/uploadedFiles/rednvgov/Content/Forms/584.pdf

or http://red.nv.gov/uploadedFiles/rednvgov/Content/Forms/584a.pdf

NRS: 116.4101-116.412; NAC: 116.151, 116.465, 116.470
NRS: 116B.725-116B.795; NAC: 116B.500-116B.530

Consent to Act

⇒ Purpose of Disclosure

The purpose of the Consent to Act form is for the licensee to obtain the written consent to act for more than one party in a transaction.

⇒ Who must provide the disclosure?

The licensee must provide this form to all parties in the transaction if he seeks to act for more than one party.

⇒ When is it due?

If a licensee makes such a disclosure, the consent must be obtained from all parties before the licensee may continue to act in his capacity as an agent.

⇒ Additional Information

The written consent must include:

1. A description of the real estate transaction;
2. A statement that the licensee is acting for two or more parties to the transaction and that, in acting for these parties, the licensee has a conflict of interest;
3. A statement that the licensee will not disclose any confidential information for 1 year after the revocation or termination of the brokerage agreement unless he is required to do so per court order or he is given written permission by that party;
4. A statement that a party is not required to consent to the licensee acting on his behalf;
5. A statement that the party is giving his consent without coercion and understands the terms of the consent given.

For more information:

Form: Consent to Act

Website: http://red.nv.gov/uploadedFiles/rednvgov/Content/Forms/524.pdf

NRS: 645.252-254

Construction Defects

⇒ Purpose of Disclosure

The purpose of disclosures relating to construction defects is to make the buyer aware of any construction defects in the property.

⇒ Who must provide the disclosure?

If there is a construction defect, the contractor must disclose the information in understandable language that is underlined and in bold-faced type with capital letters. If the property is or has been the subject of a construction defect claim or lawsuit, the seller must provide the following information to the buyer:

- copies of all notices given to contractor
- expert opinions obtained by claimant
- terms of settlement or order of judgment
- detailed report of all repairs

⇒ When is it due?

Construction defects must be disclosed to the buyer before purchase of the residence. If the property is or has been the subject of a defect claim or lawsuit, the information must be disclosed 30 days before close of escrow, or if escrow is less than 30 days, then immediately upon signing the sales agreement. If a claim is made while in escrow, the disclosure must be made within 24 hours of notice of complaint.

⇒ Additional Information

If the property is located within a common-interest community and is the subject of a defect claim or lawsuit, this information must be disclosed in the buyer's **resale package** (see Common-Interest Communities).

For more information:

NRS: 40.640, 40.688

Duties Owed By a Nevada Real Estate Licensee

⇒ Purpose of Disclosure

The purpose of the Duties Owed form is to make the buyer or seller aware of obligations owed by a real estate licensee to all parties involved in the transaction.

⇒ Who must provide the disclosure?

A licensee who acts as an agent in a real estate transaction must disclose to each party for whom the licensee is acting as an agent and any unrepresented party all duties owed to the parties and the licensee's relationship as an agent to each party in the transaction as soon as practicable.

⇒ When is it due?

The disclosure form must be presented to the client before any documents are signed by the client.

⇒ Additional Information

A Nevada licensee who has entered into a brokerage agreement to represent a client in a real estate transaction 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;

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Duties Owed By a Nevada Real Estate Licensee

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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.

⇒ **Waiver of Duty to Present All Offers Authorization to Negotiate Directly with Seller**

A client may choose to waive the broker's duty to present all offers by signing a "Waiver" form prescribed by the Division. Concurrent with the option of a client to waive the duty of his/her broker to present all offers is the form "Authorization to Negotiate Directly with Seller," which gives permission in writing to authorize a licensee to negotiate a sale or lease directly with a seller. The "Waiver and Authorization to Negotiate Directly with the Client Form" must be utilized and signed by a client who waives the duty to present all offers. Otherwise, a licensee for a buyer does not have the permission of the seller's broker to present offers or negotiate with the sellers directly.

For more information:

Form: Duties Owed By a Nevada Real Estate Licensee

Website: http://red.nv.gov/uploadedFiles/rednvgov/Content/Forms/525.pdf

NRS: 645.193; 645.252-645.254

Form: Waiver and Authorization to Negotiate Directly with the Client

Website: http://red.nv.gov/uploadedFiles/rednvgov/Content/Forms/676.pdf

Impact Fees

⇒ **Purpose of Disclosure**

The seller of any property must give notice of any impact fees that may be imposed upon the buyer.

An impact fee is a charge imposed by a local government on new development (i.e., the construction, reconstruction, redevelopment, conversion, alteration, relocation or enlargement of any structure which increases the number of service units) to finance some of the costs attributable to the new development.

⇒ **Who must provide the disclosure?**

A seller who has knowledge of the impact fee must give written notice to the buyer, including the amount of the impact fee and the name of the local government imposing the fee.

⇒ **When is it due?**

The notice must be provided to the buyer before the property is conveyed.

⇒ **Additional Information**

If the seller fails to give this notice, the seller is liable to the buyer for the amount of the impact fee.

For more information:

NRS: 278B.320

Lien for Deferred Taxes

⇒ **Purpose of Disclosure**

If there are deferred taxes that have not been paid at the time the property is sold or transferred, the buyer must be notified in writing that there is a lien for deferred taxes on the property.

⇒ **Who must provide the disclosure?**

The seller must notify the buyer of the lien.

⇒ **When is it due?**

The lien must be disclosed at the time the property is sold or transferred.

⇒ **Additional Information**

The owner of the property on the date the deferred taxes become due is liable for the deferred taxes.

For more information:

NRS: 361A.290

Manufactured Housing—
Used Manufactured/Mobile Homes

⇒ Purpose of Disclosure

The purpose of the Used Manufactured/Mobile Home disclosure is to make the buyer aware that a used manufactured or mobile home that has not been converted to real property is personal property and subject to personal property taxes.

⇒ Who must provide the disclosure?

The real estate licensee shall provide the form to the purchaser as soon as practicable, but before title is transferred.

⇒ Additional Information

This disclosure also informs the purchaser that title will not pass unless the county assessor's endorsement is placed on the face of the title, verifying that taxes have been paid in full.

The disclosure also instructs the consumer to submit certain documents to Nevada's Manufactured Housing Division and the county assessor within 45 days after the sale is complete and before a certificate of ownership will be issued.

For more information:

Form: Used Manufactured/Mobile Home Disclosure

Website: Manufactured Housing Division

NRS: 645.258, 489.521, 489.531, 489.541

Manufactured Housing—Manufactured Home Parks

⇒ Purpose of Disclosure

The purpose of the disclosure relating to placing or buying a manufactured or mobile home in a manufactured home park is to make the buyer aware that he may be subject to approval by the landlord of the manufactured home park if the manufactured or mobile home will remain in the park.

⇒ Who must provide the disclosure?

If the landlord requires approval of a prospective buyer and tenant, the landlord must post a sign which is clearly readable at the entrance of the park which advises consumers that before a manufactured home in the park is sold, the buyer and tenant must be approved by the landlord.

⇒ Additional Information

If the property will remain in the manufactured home park, make sure you have a lease agreement with the park manager and that you know the park's rules and regulations.

Remember: the seller or a manufactured home dealer cannot promise that you'll be accepted as a tenant in a particular manufactured home park. You must apply for the lease yourself and should do so before finalizing the purchase of your home. The landlord must approve or deny a completed application from a prospective buyer and tenant within 10 days after the date the application is submitted.

For more information:

Website: Manufactured Housing Division - Placing or Buying Your Home in a Rental Community

NRS: 118B.170

Open Range Disclosure

⇒ Purpose of Disclosure

The purpose of the Open Range Disclosure is to inform the prospective buyer of a home or an improved or unimproved lot adjacent to open range that livestock are permitted to graze or roam on the property. Open range means all unenclosed land outside of cities and towns upon which cattle, sheep or other domestic animals by custom, license, lease or permit are grazed or permitted to roam. It also serves to inform the prospective buyer that the parcel may be subject to county or State claims of right-of-way, (commonly referred to as R.S. 2477 rights-of-way) including rights -of-way that may be unrecorded, undocumented or unsurveyed; and used by miners, ranchers, hunters or others, for access or recreational use, in a manner which interferes with the use and enjoyment of the parcel.

⇒ Who must provide the disclosure?

A seller must disclose, in writing, to a potential buyer of property adjacent to open range, that livestock grazing on the open range are permitted to enter the property; and that the parcel may be subject to county or State claims of right-of-way.

⇒ When is it due?

The disclosure must be provided to the potential buyer, with the requirement that the buyer sign the disclosure form acknowledging the date of receipt of the original disclosure document, before the sales agreement is signed.

Open Range Disclosure

⇒ **Additional Information**

The disclosure acknowledges fencing the property to keep livestock out and recognizes the property owner's entitlement to damages if livestock enter a fenced property but warns against harming roaming livestock even on a fenced property.

The law requires that the seller retain a copy of the disclosure document that has been signed by the buyer acknowledging the date of receipt of the document, provide a copy to the buyer, and record the original disclosure document containing the buyer's signature and the seller's notarized signature in the office of the county recorder in the county where the property is located.

For more information:

Form: Open Range Disclosure

Website: http://red.nv.gov/uploadedFiles/rednvgov/Content/Forms/551.pdf

NRS: 113.065; 568.355

Private Transfer Fee Obligation

⇒ **Purpose of Disclosure**

The purpose of the disclosure is to make the buyer aware that the property is subject to a Private Transfer Fee Obligation (PTFO) which will require the buyer, upon conveyance of the property by the seller, to pay either a one-time fixed amount or a one-time percentage of the purchase price to a third-party payee.

⇒ **Who Must Provide the Disclosure?**

The seller of a property that is subject to a PTFO must provide the disclosure as a written statement that discloses the existence of and describes the PTFO, and includes language substantially similar to the legislatively-prescribed notice informing the buyer that the PTFO may lower the value of the property and that the laws of this State prohibit the enforcement of certain PTFOs created on or after May 20, 2011.

⇒ **When is it due?**

The disclosure must be provided to the potential buyer before the conveyance of the property.

⇒ **Additional Information**

The notice regarding the existence of a PTFO in the seller's disclosure must be 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 on or after May 20, 2011 and impose certain notice requirements with respect to private transfer fee obligations that were created before May 20, 2011.

For more information:

NRS: 111.825-111.880

Seller's Real Property Disclosure

⇒ Purpose of Disclosure

The purpose of the Seller's Real Property Disclosure form is to make the buyer aware of the overall condition of the property before it is transferred. This disclosure is not a guarantee nor does it take the place of an inspection. In some cases, a Seller has never lived on the property and may have no knowledge of the condition of the property. The Buyer is advised to obtain an independent inspection performed by a properly licensed home inspector. This form is not required for new home sales.

⇒ Who must provide the disclosure?

The seller must complete the "Seller's Real Property Disclosure" form, detailing the condition of the property, known defects, and any other aspects of the property which may affect its use or value. A real estate licensee, unless he is the seller of the property, may not complete this form.

The form must be fully completed. If the seller has no knowledge, "no" is an appropriate answer to the "Are you aware …" questions. Each question must be answered by marking "yes," "no," or, where applicable, "n/a." All "yes" responses must include an explanation, and the seller must sign the form. The buyer may sign the form only after it has been fully completed by the seller.

A Buyer may rescind the contract without penalty if he does not receive a properly completed Seller's Real Property Disclosure form. If a Buyer closes a transaction without a completed form or if a known defect is not disclosed, the Buyer may be entitled to treble damages, unless the Buyer waives his rights under NRS 113.150(6).

⇒ When is it due?

A seller of residential property shall complete a disclosure form regarding the condition of the property and provide it to the buyer at least 10 days prior to the close of escrow.

(Continued on next page…)

Seller's Real Property Disclosure

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⇒ Additional Information

The content of the disclosure is based on what the seller is aware of at the time. If, after completion of the disclosure form, the seller discovers a new defect or notices that a previously disclosed condition has worsened, the seller must inform the purchaser, in writing, as soon as practicable after discovery of the condition, or before conveyance of the property.

The buyer may not waive, and the seller may not require a buyer to waive, any of the requirements of the disclosure as a condition of sale or for any other purpose.

In a sale or intended sale by foreclosure, the trustee and the beneficiary of the deed of trust shall provide, not later than the conveyance of the property to, or upon request from, the buyer:

- written notice of any defects of which the trustee or beneficiary is aware; and
- the contact information of any asset management company who provided asset management services, if any defects are repaired or replaced or attempted to be repaired or replaced. The asset management company shall provide a service report to the purchaser upon request.

If a Seller requests a Buyer to waive his rights or legal remedies under NRS 113.150 or otherwise, the Buyer should contact an attorney for advice regarding the legal consequences. A real estate licensee cannot explain the legal consequences of waIving a Buyer's legal rights or remedies.

For more information:

Form: Seller's Real Property Disclosure

Website: http://red.nv.gov/uploadedFiles/rednvgov/Content/Forms/547.pdf

NRS: 113.130; 113.140; 113.150;NRS: 111.390-440

Restrictive Covenant Modification

⇒ Purpose of Disclosure

The purpose of the restrictive covenant modification disclosure is to remove discriminatory restrictions or prohibitions from a written instrument relating to real property.

Pursuant to NRS 111.237, any provision in a written instrument relating to real property which attempts to restrict the sale, transfer, encumbrance, leasing or mortgaging of such real property to any person of a specified race, color, religion, ancestry, national origin, disability, familial status, sex, sexual orientation, or gender identity or expression is void and unenforceable.

Any restriction or prohibition on the use or occupancy of real property based on race, color, religion, ancestry, national origin, disability, familial status, sex, sexual orientation, or gender identity or expression is also void and unenforceable.

⇒ Who must provide the disclosure?

Any interested person who wishes to remove a discriminatory restriction or prohibition from a written instrument relating to real property may initiate this process.

The interested person must file a petition with the district court requesting that the court issue an order directing the county recorder to record a restrictive covenant modification document. If, after considering the petition and any objections, the district court determines that a restriction or prohibition identified in the petition is void and unenforceable by operation of law, the court will issue such an order.

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Restrictive Covenant Modification

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⇒ When is it due?

If the district court issues an order, the interested person may record a restrictive covenant modification document by filing with the appropriate county recorder:

(1) a restrictive covenant modification form;

(2) a certified copy of the written instrument; and

(3) a certified copy of the court order issued.

Upon receipt of these documents, the county recorder will redact the unlawful language, record the modification document, and retain the original instrument as part of the public record.

⇒ Additional Information

The filing of a petition and the recording of a restrictive covenant modification document are not subject to court filing or recording fees. The decision of the district court is final and not appealable.

The filing of a petition does not constitute grounds for delaying any probate, divorce, or bankruptcy proceeding involving an owner of the property.

For more information:

Form: Restrictive Covenant Modification Form

Website: https://red.nv.gov/uploadedFiles/rednvgov/Content/Forms/657.pdf

NRS: 111.237

Water & Sewer Rates

⇒ Purpose of Disclosure

The purpose of the disclosure relating to water and sewer rates is to inform the buyer of a previously unsold home or improved lot of public utility rates when service is for more than 25 but fewer than 2,000 customers.

⇒ Who must provide the disclosure?

The seller must post a notice, which shows the current or projected rates, in a conspicuous place on the property.

⇒ When is it due?

The notice must be posted and a copy provided to the buyer before the home is sold.

⇒ Additional Information

The notice must 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.

For more information:
NRS: 113.060

Lead-Based Paint

⇒ Purpose of Disclosure

The purpose of the lead-based paint disclosure is to make the buyer aware that the residential property (if built prior to 1978) may present exposure to lead.

⇒ Who must provide the disclosure?

Federal law requires sellers, landlords, real estate agents and property managers to disclose any known presence of lead-based paint hazards and provide the buyer or tenant with the EPA disclosure booklet, "Protect Your Family From Lead in Your Home," along with any other available records and/or reports.

⇒ When is it due?

The disclosure is on a federally prescribed form and must be made as a condition of the sale before conveyance of the property.

⇒ Additional Information

On the disclosure form, the buyer or tenant must acknowledge receipt of the EPA disclosure booklet and copies of lead reports, if available. Additionally, the buyer will receive a 10-day opportunity to conduct a risk assessment or may choose to waive this opportunity.

For more information:

Form: Seller's Disclosure of Information on Lead-Based Paint

Form: Lessor's Disclosure of Information on Lead-Based Paint

Website: Environmental Protection Agency (Lead)

Phone: National Lead Information Center 1-800-424-LEAD

Pool Safety and Drowning Prevention Disclosure

⇒ Purpose of Disclosure

The purpose of the Southern Nevada Health District's pool safety and drowning prevention disclosure is to make the buyer aware of the risk of death by drowning in private and public pools particularly for children 4 years or younger.

⇒ Who must provide the disclosure?

The information is provided by the Nevada Real Estate Division (NRED) in agreement with the Southern Nevada Health District (SNHD) to promote SNHD's efforts to inform the public on drowning prevention.

⇒ When is it due?

The disclosure will be provided to the buyer before the sales agreement is signed by way of the Residential Disclosure Guide in which it is contained. The buyer is advised to visit SNHD's website: http://www.southernnevadahealthdistrict.org/health-topics/drowning-prevention.php.

⇒ Additional Information

Drowning is the leading cause of unintentional injury death in Clark County for children four years of age and under. The majority of drowning deaths occur in the family pool. Preventable mistakes include leaving a child unattended near a body of water in which a child's nose and mouth can be submerged.

More information on drowning facts, preventable mistakes, how to be prepared to prevent a drowning, pool security, drowning statistics, adult supervision and more can be obtained at SNHD's website at http://www.southernnevadahealthdistrict.org/health-topics/drowning-prevention.php

Miscellaneous Disclosures

Depending upon the transaction, the following disclosures may also be required from a buyer, seller or licensee:

⇒ AIRPORT NOISE

Buyers should investigate the impact of airport flight paths and the noise levels at different times of the day over that property.

⇒ BUILDING & ZONING CODES

The purpose of the building and zoning disclosure is to inform the buyer of transportation beltways and/or planned or anticipated land use within proximity of the subject property of which the seller has knowledge.

For more information on building and zoning codes, contact your local jurisdiction.

⇒ GAMING
Initial Purchaser in New Construction Only

If there is a gaming district near the property, the seller must disclose information which includes a copy of the most recent gaming enterprise district map, the location of the nearest gaming enterprise district, and notice that the map is subject to change. This disclosure is required for Nevada counties with population over 400,000.

The information must be provided at least 24 hours before the seller signs the sales agreement. The buyer may waive the 24-hour period.

The seller must retain a copy of the disclosure.

For more information on gaming, see: NRS 113.080

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Miscellaneous Disclosures

(Continued from previous page…)

⇒ ENVIRONMENTAL HAZARDS

Although the seller is required to disclose the presence of environmental hazards, a statement that the seller is not aware of a defect or hazard does not mean that it does not exist. **It is the buyer's responsibility to be informed and take additional steps to further investigate.** Some potential hazards that may be found in Nevada include:

- **Well Water**
  (http://water.epa.gov/drink/info/well/index.cfm)
  It is recommended the buyer have well water tested by a laboratory certified by the State of Nevada Environmental Commission under the Safe Drinking Water Act (42 U.S.C. §§ 300f et seq.).

  Common contaminants may include:
  - *Arsenic (odorless and tasteless)*
  - *Microorganisms*
  - *Nitrate*
  - *Heavy Metals Organic Chemicals*
  - *Radionuclides*
  - *Fluoride*

  More information, including a list of certified laboratories, can be found at:
  https://ndep.nv.gov/water/lab-certification/drinking-water-testing

- **Radon** (www.epa.gov/radon)
- **Floods** (http://www.floodsmart.gov)
- **Methamphetamine Labs** (NRS 40.770 & 489.776)

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Miscellaneous Disclosures

(Continued from previous page…)

- **Wood-Burning Devices** (https://www.epa.gov/burnwise/choosing-wood-burning-appliances)
- **Underground Storage Tanks** (https://www.epa.gov/ust)
- **Land, Waste and Cleanup** (https://www.epa.gov/environmental-topics/land-waste-and-cleanup-topics)
- **Groundwater** (http://water.epa.gov/drink/resources/topics.cfm)
- **Public Pools & Spas** (http://www.poolsafely.gov/)
- **Molds and Moisture** (http://www.epa.gov/mold/)

For more information on environmental hazards, visit: www.epa.gov.

⇒ HOME INSPECTIONS

When obtaining an FHA-insured loan, this disclosure informs the buyer about the limits of the Federal Housing Administration appraisal inspection and suggests the buyer obtain a home inspection to evaluate the physical condition of the property prior to purchase. The form is entitled, "For Your Protection: Get a Home Inspection."

For more information on FHA home inspections, visit: www.hud.gov.

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Miscellaneous Disclosures

(Continued from previous page…)

⇒ MILITARY ACTIVITIES

The purpose of the Military Activities Disclosure is to make the purchaser of residential property aware of planned or anticipated military activity within the proximity of the property. Counties in which the military files Military Activities Plans include Clark County, Washoe County, Churchill County and Mineral County.

For more information on military activities plans in these counties, contact the local municipal jurisdiction or the Public Information Officer of the Military Installation in your county.

⇒ LICENSEE DISCLOSURES

In addition to the "Consent to Act" and the "Duties Owed by a Nevada Real Estate Licensee" forms (see pages 8 & 10), a real estate licensee is required to disclose other information such as his relationship to one or more parties in the transaction and/or having a personal interest in the property.

For more information regarding duties and disclosures owed by a licensee, see: NRS 645.252-645.254, NAC 645.637 and NAC 645.640.

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Miscellaneous Disclosures

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⇒ ROAD MAINTENANCE DISTRICT

The sale of residential property within a road maintenance district is prohibited unless the seller provides notice to the purchaser, including the amount of assessments for the last two years. If the district has been in existence for less than 2 years before notice is provided to the purchaser, then the amount of assessments shall be given for the period since the district was created.

For more information, see: NRS 320.130

⇒ SOIL REPORT (New Construction Only)

If the property has not been occupied by the buyer more than 120 days before completion, the seller must give notice of any soil report prepared for the property or for the subdivision in which the property is located.

The seller must provide such notice upon signing the sales agreement.

Upon receiving the notice, the buyer must submit a written request within 5 days for a copy of the actual report. The seller must provide a free report to the buyer within 5 days of receiving such request.

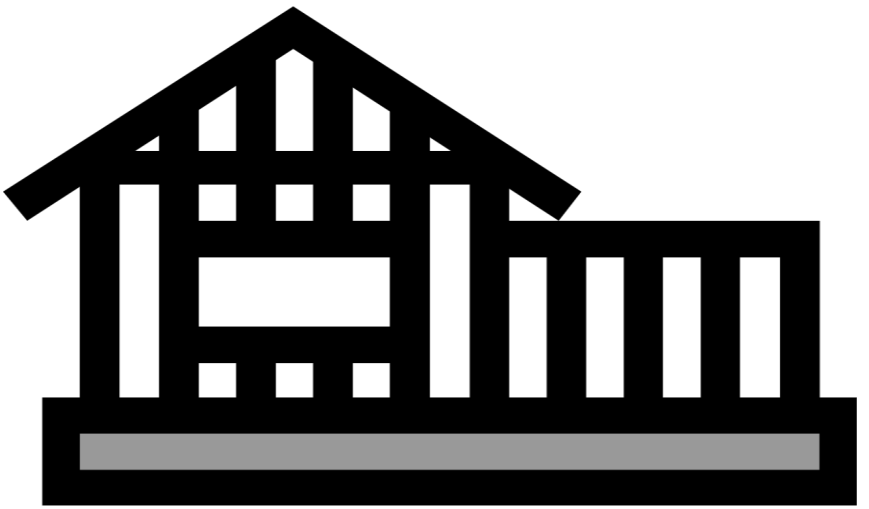
Upon receiving the soil report, the buyer has 20 days to rescind the sales agreement. This rescission right may be waived, in writing, by the buyer.

For more information, see: NRS 113.135

Contact Information

Nevada Real Estate Division (LV) 3300 W Sahara Avenue, Suite 350 Las Vegas, NV 89102 Phone: (702) 486-4033 Fax: (702) 486-4275 Email: realest@red.nv.gov Website: http://red.nv.gov	**Nevada Real Estate Division (CC)** 1818 E. College Parkway, Suite 110 Carson City, NV 89706-7986 Phone: (775) 684-1900 Fax: (775) 687-4868 Email: realest@red.nv.gov Website: http://red.nv.gov
Manufactured Housing Division (LV) 3300 W Sahara Avenue, Suite 425 Las Vegas, NV 89102 Phone: (702) 486-4590 Email: NHDinfo@housing.nv.gov Website: http://mhd.nv.gov	**Manufactured Housing Division (CC)** 1830 E. College Pkwy., #120 Carson City, Nevada 89706 Phone: (775) 684-2941 Email: NHDinfo@housing.nv.gov Website: http://mhd.nv.gov
Ombudsman Office (Common-Interest Communities) 3300 W Sahara Avenue, Suite 325 Las Vegas, NV 89102 Phone: (702) 486-4480 Toll Free: (877) 829-9907 Fax: (702) 486-4520 Email: CICOmbudsman@red.nv.gov Website: http://red.nv.gov/cic/	**U.S. Environmental Protection Agency** 1200 Pennsylvania Avenue, N.W. Washington, DC 20460 Phone: (202) 272-0167 Website: www.epa.gov
National Lead Information Center 422 South Clinton Avenue Rochester, NY 14620 Phone: (800) 424-LEAD Fax: (585) 232-3111 Website: https://www.epa.gov/lead/forms/nlic	**Department of Health and Human Services – Center for Disease Control & Prevention** 1600 Clifton Road Atlanta, GA 30333 Phone: 800-CDC-INFO (800-232-4636) Website: www.cdc.gov
U.S. Consumer Product Safety Commission 4330 East West Highway Bethesda, MD 20814 Phone: (301) 504-7923 Fax: (301) 504-0124 Website: www.cpsc.gov	

Nevada Real Estate Division



Nevada Real Estate Division



RESIDENTIAL DISCLOSURE GUIDE

State of Nevada
Department of
Business & Industry
Real Estate Division

I/We acknowledge that I/we have received a copy of the Residential Disclosure Guide.

DATE _____

_____
Client—Print Name

_____
Client—Signature

_____
Client—Print Name

_____
Client—Signature

Make copy of page for additional signatures.

Retain original or copy in each transaction file.