



# **EXCLUSIVE AUTHORIZATION AND RIGHT TO SELL, EXCHANGE OR LEASE BROKERAGE LISTING AGREEMENT (ER)**

1	1. EXCLUSIVE RIGHT TO SELL: I/We, ("Seller")
2	hereby employs and grants ("Broker") the exclusive and irrevocable
3	hereby employs and grants ("Broker") the exclusive and irrevocable (Company Name)
4	right, commencing on, and expiring on, to sell, lease or exchange the Real Property located in the City of, County of, Nevada, APN #: commonly known as:
5	Property located in the City of County of Nevada APN
6	#: commonly known as:
7	("the Property").
0	("the Property").
0	2 TEDMO OF CALE TI 1'4' : 1 111 ft
19	, terms available:
10	Cash CONV FHA Lease VA Lease Option
11	2. TERMS OF SALE: The listing price shall be \$
12	(Note: If the Property is offered for lease, then the term "Seller" used in this Agreement includes
13	"Landlord" as applicable.)
14	
15	3. PROPERTY OFFERED FOR SALE: The listing price noted above includes the Property and all
	improvements and fixtures permanently affixed and installed.
	a. The following items of Personal Property are <b>included</b> in the above price and shall be conveyed
	unencumbered in escrow by a valid bill of sale:
19	unchedinocred in escrow by a valid bill of sale.
20	
21	
22	
23	sale:
24	
25	
26	
	4. TITLE INSURANCE: Seller agrees to provide Buyer with a policy of title insurance in the amount of the
	selling price.
29	sering price.
	5 COMPENSATION TO PROVED. Comment is a label of the first between Dealers and Called
	5. COMPENSATION TO BROKER: Compensation is solely a matter of negotiation between Broker and Seller
	and is not fixed, suggested, controlled or recommended by GLVAR, MLS or any other person not a party to this
32	Agreement. Seller agrees to pay Broker as compensation for services:
33	
34	IF A SALE:  % of the gross selling price of the Property  ☐ AND / ☐ OR \$  (flat fee amount). Seller acknowledges that Broker will offer  %
35	AND / OR \$ (flat fee amount). Seller acknowledges that Broker will offer
36	or \$ to the cooperating broker who is the procuring cause of the sale. Seller acknowledges that offers of
	cooperative compensation are between brokers and are not negotiable between the Seller and Buyer.
38	
<i>39</i>	IF A LEASE:  % of the total rental agreed to be paid by lessee  ☐ AND / ☐ OR \$ % or \$ % or \$ %
40	AND / OR \$ (flat fee amount). If leased, Broker agrees to pay % or \$
	to the cooperating broker who is the procuring cause of the lease. Seller acknowledges that offers of cooperative
42	compensation are between brokers and are not negotiable between the Seller and Buyer.
43	
-	
	Seller acknowledges that he/she has read, understood, and agreed to each and every provision of this page.
	SELLER(S) INITIALS:/
	SELLER(S) INTTIALS/
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	Page 1 of 6
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44	Compensation shall be due:
45	a. if the Property is sold or leased by Broker, or through any other person including Seller, on the abov
	terms or any other price and terms acceptable to Seller during the above time period or any extension of said time
47	period;
48	b. if the Property is transferred, conveyed, leased, rented, or made unmarketable by a voluntary act of
	Seller without the consent of Broker, during the time period or any extension of said time period;
50 51	c. if within calendar days of the final termination, including extensions, of this Agreement the Property is sold, conveyed, or otherwise transferred to anyone with whom the Broker has had negotiations or
	to whom the Property was shown prior to the final termination. This section (c) shall not apply if Seller enter
	into a valid Brokerage Listing Agreement with another licensed real estate Broker after the final termination of
	this Exclusive Brokerage Listing Agreement.
55	In the event of an exchange, permission is hereby given to the Broker to represent such parties as Broker may
	deem appropriate and collect compensation from them provided that there is full disclosure to all parties. I
	completion of sale is prevented by default of Seller, or the refusal of Seller to accept an offer in accordance with
	the price and terms of this Agreement, then upon event, Broker is authorized to take any action reasonably
59	necessary to collect said commission. If completion of sale is prevented by a party to the transaction other than
	Seller, Broker may collect its commission only if and when Seller collects damages by suit or otherwise, and the
	in an amount not less than one-half of the damages recovered, but not to exceed the above compensation after first
	deducting title expenses, escrow expenses and the expenses of collections if any. Broker is authorized to
	cooperate and divide with other brokers the above compensation in any manner acceptable to Broker. Selle
	hereby irrevocably assigns to Broker the funds and proceeds of Seller in escrow equal to the above compensation
	In the event any sum of money due under this Agreement remains unpaid for a period of thirty (30) days, such sum shall bear interest at the rate of (20) percent per annum from the due date until paid
67	sum shall bear interest at the rate of ( ) percent per annum from the due date until paid.
	6. <b>DEPOSIT:</b> Broker is authorized to accept on Seller's behalf a deposit to be applied toward purchase price of
	lease.
70	
	7. AGENCY RELATIONSHIP:
72	a. Broker warrants that he holds a current, valid Nevada real estate license. Broker shall act as the agent o
73	the Seller and may also assign or designate a licensee of the Broker who shall act as the representative of th
	seller in any resulting transaction.
75	b. Depending upon the circumstances, it may be necessary or appropriate for the designated licensee to
	act as agent for both Seller and Buyer, exchange parties, or one or more additional parties. If applicable, Broke
77	and the designated licensee shall disclose to Seller any election to act as an agent representing more than on
78 79	party and obtain the written Consent To Act Form signed by all parties to the transaction.  c. Broker may also have licensees in its company who are agents of the Buyer who may show and
	negotiate an offer to purchase Seller's Property. In this event the licensees that represent the Buyer will only
	represent the Buyer in the transaction with all duties owed to the Buyer and not the Seller. This, therefore, doe
	not require a Consent To Act Form.
83	noting and a compone to rection.
	8. REQUIRED DISCLOSURES:
85	a. Unless exempt under NRS chapter 113, Seller shall truthfully complete and sign a Seller's Rea
	Property Disclosure Statement concerning the condition of the Property. Seller shall update the Seller's Rea
	Property Disclosure as necessary.
88	b. If the Property is or has been the subject of a construction defect claim, whether litigated or not, Selle
89	
90	c. If the Property was built prior to 1978, Seller shall complete the Disclosure of Information on Lead
91 92	Based Paint Hazards in accordance with Federal Regulations.  d. Seller acknowledges receipt of the Residential Disclosure Guide: Seller Initials [] []
72	d. Seliei acknowledges receipt of the Residential Disclosure Guide. Selier Initials [][]
	Callon columnylodges that holeho has need understood and arread to each a
	Seller acknowledges that he/she has read, understood, and agreed to each and every provision of this page.
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Page 2 of 6

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	9. SELLER'S INDEMNIFICATION: Seller agrees to save, defend, and hold Broker harmless from all claims, disputes, litigation, and/or judgments arising from any incorrect information supplied by Seller or from any
95 96	material facts which Seller fails to disclose.
97	10. FAIR HOUSING: Broker shall offer the Property for sale or lease without regard to race, color, sex, creed,
	religion, national origin, handicap, or familial status in compliance with federal, state, and local anti-
99	discrimination laws.
100	11 COMMON INTEDEST COMMUNITY. The Department is OD is not lecated within a
101	11. COMMON INTEREST COMMUNITY: The Property is -OR is not located within a Common Interest Community (CIC). If yes, please complete the following:
102	Name of CIC(s):
104	Name of CIC(s):  Telephone:  Dues:  payable  monthly -OR- quarterly  Seller  is -OR- Name of CIC(s):
105	Seller is -OR- is not current on all dues and assessments.
106	Name of CIC(s):  Telephone:  Dues:  payable  monthly -OR- quarterly  Seller  is -OR- is not current on all dues and assessments.
107	Telephone: Dues: payable monthly -OR quarterly
108	Seller is -OR is not current on all dues and assessments.
110	If the Property is located within a CIC, Seller acknowledges and agrees to obtain (at Seller's own expense) and/or provide the information required by NRS 116.4109 and 116.41095 to Broker for delivery to Buyer.
111	12 SDECIAL ASSESSMENTS. The December 12 OD 12 not subject to special assessment
112	<b>12. SPECIAL ASSESSMENTS:</b> The Property is <b>-OR-</b> is <b>not</b> subject to special government assessments, such as SID and LID. (For information, please go to www.accessclarkcounty.com/treasurer.)
	If yes, please complete the following:
116	Balance remaining: Payment amount:
117	
118 119	<b>13. SIGN:</b> Seller authorizes Broker to install a FOR SALE/LEASE sign on the Property.
120	14. KEYBOX: Seller does -OR does not authorize Broker to install a keybox ( electronic -OR-
121	<b>mechanical</b> ) in connection with the showing of the Property. A mechanical keybox requires an additional
122	authorization form. Seller acknowledges that they have been advised that:
123	a. The purpose and function of the keybox is to permit access to the interior of the Property by all
	members of GLVAR's MLS, including certified/licensed appraisers;
125	<ul><li>b. Seller should safeguard Personal Property and valuables located within the Property;</li><li>c. It is not a requirement of the GLVAR's MLS for a Seller to allow the use of a keybox;</li></ul>
126 127	d. Where a tenant occupies the Property, the tenant's consent is also required, which shall be obtained by
	the Seller or his Property Manager;
129	e. Neither the listing nor selling Broker nor the GLVAR is an insurer against the loss of Personal
	Property. Seller hereby releases Broker and the GLVAR from any responsibility relating to the keybox.
131	
132	15. RENT/LEASE: The Property is -OR is not currently occupied by a Tenant. The Property is
	subject to a management agreement with: (name of Property Manager and phone
134	number):
	family unit, Seller agrees to not rent or lease the Property during the term of this Agreement without fourteen (14)
	days prior written notice to Broker.
137	16 TAV WITHHOLDING. Caller agrees to nonform any act reasonably re
	<b>16. TAX WITHHOLDING:</b> Seller agrees to perform any act reasonably necessary to carry out the provisions of the Foreign Investment in Real Property Tax Act (FIRPTA) (Internal Revenue Code Section 1445).
140	the Foleign investment in Real Froperty Tax Act (FIRT TA) (internal Revenue Code Section 1445).
1 10	
	Seller acknowledges that he/she has read, understood, and agreed to each and every provision of this page.  SELLER(S) INITIALS:/
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141 17. MEDIATION/ARBITRATION: The Broker and Seller hereby agree that any dispute concerning the terms 142 and conditions of this contract shall be resolved through mediation and/or arbitration proceedings at the GLVAR 143 in accordance with the standards of practice of the National Association of REALTORS® and GLVAR's rules of 144 procedure. If a lawsuit is filed by either party, that lawsuit shall be stayed until the dispute is resolved or 145 terminated in accordance with this paragraph.

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147 18. MULTIPLE LISTING SERVICE (MLS): Broker is a participant of THE GREATER LAS VEGAS 148 ASSOCIATION OF REALTORS® (GLVAR) Multiple Listing Service, and the listing information will be 149 provided to the MLS to be published and disseminated to its Participants and Subscribers in accordance with its 150 Rules and Regulations and Sections 20 and 21 herein, unless Seller signs Instructions to Exclude. Broker is 151 authorized to cooperate with other real estate Brokers, and to report the sale, its price, terms and financing for the 152 publication, dissemination information and use by authorized Association members, MLS Participants and 153 Subscribers.

154

155 19. ADVERTISING: Seller acknowledges that, unless Seller signs a photo exclusion, a photo of the Property 156 may be taken for publication in the MLS computer system. Subject to Section 20, Seller agrees that the Property 157 may be advertised in all forms of media including but not limited to electronic and print advertising.

158

159 20. SELLER OPT OUTS: Seller further understands and acknowledges that MLS will disseminate the 160 Property's listing information to those MLS brokers and agents (and/or their web vendors) who operate Internet 161 sites, as well as online providers such as realtor.com and lasvegasrealtor.com, and that such sites are generally 162 available to the public. Some, but not all, of these websites may include a commentary section where consumers 163 may include reviews and comments about the Property in immediate conjunction with the listing (blogging), or 164 provide a link to the comments. In addition, some, but not all, of these websites may display an automated 165 estimate of the market value of the Property in immediate conjunction with the listing, or provide a link to the 166 estimate. Seller may opt-out of any of the following by initialing the appropriate space(s) below:

167	
168	a. I/we have advised the Broker that I/we <b>DO NOT</b> want the listed Property
169	to be displayed on the Internet (the listing will not appear on any Internet site). In selecting this option,
170	Seller understands that consumers who conduct searches for listings on the Internet will not see
171	information about the listed property in response to their search.
172	
173	b. I/we have advised the Broker that I/we <b>DO NOT</b> want the <b>address</b> of the
174	listed Property to be displayed on the Internet (listing information will be disseminated via Internet, but
175	the Property address will not appear in conjunction with the listing).
176	
177	c I/we have advised the Broker that I/we <b>DO NOT</b> want a <b>commentary section</b>
178	displayed or linked to the listed Property (the site operator may indicate that the feature was disabled at
179	the request of the seller).
180	
181	d I/we have advised the Broker that I/we DO NOT want an automated
182	estimate of value displayed or linked to the listed Property (the site operator may indicate that the
183	feature was disabled at the request of the seller).
184	
185 <b>-OR-</b>	
186	Seller does <b>NOT</b> opt out of any of the above.

188 21. USE OF LISTING CONTENT: Seller acknowledges and agrees that all photographs, images, graphics, 189 video recordings, virtual tours, drawings, written descriptions, remarks, narratives, pricing information, and other

Seller acknowledges that he/she h	nas read, understood, and agree	eed to each and every provision of this page.
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- 190 copyrightable elements relating to the Property provided by Seller to Broker or Broker's agent (the "Seller Listing Content") and any changes thereto, may be filed with MLS, included in compilations of listings, and otherwise distributed, publicly displayed and reproduced in any medium. Seller hereby grants to Broker a non-exclusive, irrevocable, worldwide, royalty-free license to use, sublicense through multiple tiers, publish, display, and reproduce the Seller Listing Content, to prepare derivative works of the Seller Listing Content, and to distribute the Seller Listing Content or any derivative works thereof in any medium. This non-exclusive license shall survive the termination of this Agreement for any reason whatever. Seller represents and warrants to Broker that the Seller Listing Content, and the license granted to Broker for the Seller Listing Content, do not violate or infringe upon the rights, including any copyright rights, of any person or entity.
- 200 **22. NEVADA LAW:** This Agreement is executed and intended to be performed in the State of Nevada, and the 201 laws of Nevada shall govern its interpretation and effect. The parties agree that the State of Nevada, and the 202 county in which the Property is located, is the appropriate judicial forum for any litigation, arbitration or 203 mediation related to this Agreement.

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Page 5 of 6

- 205 23. ENTIRE CONTRACT: All prior negotiations and agreements between the parties are incorporated in this Agreement, which constitutes the entire contract. Its terms are intended by the parties as a final, complete, and exclusive expression of their agreement with respect to its subject matter and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. This Agreement and any supplement, addendum, or modification, including any photocopy or facsimile, may be executed in two or more counterparts, all of which shall constitute one and the same writing. The terms of this Agreement may not be amended, modified or altered except through a written agreement signed by all of the parties hereto. The parties agree that an MLS Change Order signed by Broker and Seller shall act as a valid written addendum to this Agreement.
- 214 **24. PARTIAL INVALIDITY:** In the event that any provision of this Agreement shall be held to be invalid or unenforceable, such ruling shall not affect the validity or enforceability of the remainder of the Agreement in any respect whatsoever.
- 218 **25. ATTORNEY'S FEES:** In the event suit is brought by either party to enforce this Agreement, the prevailing party is entitled to court costs and reasonable attorney's fees.

  220
- 221 **26. WARRANTY OF OWNERSHIP:** Seller warrants that Seller is the sole Owner of the Property or has the authority to execute this Agreement. By signing below Seller acknowledges that Seller has read and understands this Agreement, agrees to the terms thereof, and has received a copy.
- 225 **27. FORECLOSURE:** Seller understands that failure to make loan payments may result in foreclosure of the Property by a mortgage holder and/or lien holder. Information regarding the foreclosure or litigation status of a property is available from the County Recorder where the Property is located. Seller represents that at the time of this listing (complete parts a and b):
- a. A Notice of Default (Breach) and Election to Sell has not -OR- has (date: )
  been recorded against the Property. If a Notice of Default has not been recorded against the Property as of the
  date of this Agreement, Seller agrees to notify Broker within five (5) business days of receipt of such a
  notice. Seller understands that the recording of a Notice of Default begins a statutory foreclosure period, which
  lasts a minimum of three (3) months and twenty (20) days. At the end of the foreclosure period, the Property
  typically will be sold at a Trustee's Sale (foreclosure sale) and Seller will lose all rights and interest in the
  Property.
- b. Seller has not -OR- has (date: ) been served with a Summons and Complaint from Lender seeking to foreclose the property in court. The Parties understand that the filing and service of a Summons and Complaint begins a judicial foreclosure process which varies in duration, and which may result in a

238	Summons ar	na Compiaint	begins a ji	adiciai ioi	reciosure p	rocess v	wnich	varies in	auration,	ana	wnich	may	resuit	ın a

Seller acknowledges that he/she has read, understood, and agr SELLER(S) INITIALS: _	, ,
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239 240 241 242 243	Sheriff for the county where the Prope c. Seller understands that if the Seller will lose all rights and interes	ent will typically be enforced through a fore erty is located and Seller will lose all rights and e Property is not sold to a buyer before a for et in the Property. Seller understands that Bro	interest in the Property.  oreclosure sale of the Property,			
244						
		t may be signed by the parties manually or e	electronically (digitally) and on			
		ken together, each signed copy shall be read as				
247			•			
248						
249	29. ADDITIONAL TERMS:					
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255						
<ul><li>256</li><li>257</li></ul>						
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259						
260		OF THIS AGREEMENT HAS BEEN APPR	OVED BY THE GREATER			
261		REALTORS®. NO REPRESENTATION IS				
262		ANY PROVISION OR THE TAX CONSEQ				
263		VICE, CONSULT YOUR ATTORNEY OR				
264						
		ts to receive transmissions sent from Bi				
		rth. Seller agrees to keep Broker advi-				
267		where they may be reached within 24	hours) at all times during			
	the term of this Agreement.					
269						
270	SELLER:					
	Dota	hone FAX	E Mail			
272	Sallar's Signature	Sallar's Signature	E-Iviaii			
271	Drinted Name:	Seller's Signature				
275	A 11	Printed Name: City				
276	Address	City	State Zip			
	BROKER:					
278	Ditorien.					
	Company					
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282	Designated Liganese Signature	Liganca N				
202	Drinted Name:	License N				
203	Printed Name: Licensee's Telephone:					
284	Broker's Signature Date: Printed Name: License No					
		License N	lo			
286 287	AN EXCLUSIVE BROKERAGE A	GREEMENT MUST BE SIGNED BY THE	BROKER TO BE VALID			
		d, understood, and agreed to each and every pro ER(S) INITIALS:/	vision of this page.			
	Exclusive Right (ER) Listing Agreement F Page 6 of 6	Rev. 2012 © 2012 Greater Las V	egas Association of REALTORS®			



#### WHAT EVERYONE SHOULD KNOW ABOUT EQUAL OPPORTUNITY IN HOUSING



The sale and purchase of a home is one of the most significant events that any person will experience in their lifetime. It is more than the simple purchase of housing, for it includes the hopes, dreams, aspirations, and economic destiny of those involved.

#### THE LAW - Civil Rights Act of 1866

The Civil Rights Act of 1866 prohibits all racial discrimination in the sale or rental of property.

#### Fair Housing Act

The Fair Housing Act declares a national policy of fair housing throughout the United States. The law makes illegal any discrimination in the sale, lease or rental of housing, or making housing otherwise unavailable, because of race, color, religion, sex, handicap, familial status, or national origin.

#### **Americans with Disabilities Act**

Title III of the Americans with Disabilities Act prohibits discrimination against the disabled in places of public accommodations and commercial facilities.

#### **Equal Credit Opportunity Act**

The Equal Credit Opportunity Act makes discrimination unlawful with respect to any aspect of a credit application on the basis of race, color, religion, national origin, sex, marital status, age or because all or part of the applicant's income derives from any public assistance program.

#### State and Local Laws

State and Local laws often provide broader coverage and prohibit discrimination based on additional classes not covered by federal law.

#### THE RESPONSIBILITIES

The home seller, the home seeker, and the real estate professional all have rights and responsibilities under the law.

#### For the Home Seller

You should know that as a home seller or landlord you have a responsibility and a requirement under the law not to discriminate in the sale, rental and financing of property on the basis of race, color, religion, sex, handicap, familial status, or national origin. You cannot instruct the licensed broker or salesperson acting as your agent to convey for you any limitations in the sale or rental, because the real estate professional is also bound by law not to discriminate. Under the law, a home seller or landlord cannot establish discriminatory terms or conditions in the purchase or rental, deny that housing is available or advertise that the property is available only to persons of a certain race, color, religion, sex, handicap, familial status, or national origin.

#### For the Home Seeker

You have the right to expect that housing will be available to you without discrimination or other limitation based on race, color, religion, sex, handicap, familial status, or national origin.

This includes the right to expect:

- housing in your price range made available to you without discrimination
- · equal professional service
- the opportunity to consider a broad range of housing choices
- no discriminatory limitations on communities or locations of housing
- · no discrimination in the financing, appraising or insuring of housing
- · reasonable accommodations in rules, practices and procedures for persons with disabilities
- non-discriminatory terms and conditions for the sale, rental, financing, or insuring of a dwelling
- to be free from harassment or intimidation for exercising your fair housing rights.

# Seller(s) Initials

#### For the Real Estate Professional

As a home seller or home seeker, you should know that the term REALTOR® identifies a licensed professional in real estate who is a member of the NATIONAL ASSOCIATION OF REALTORS®. Not all licensed real estate brokers and salespersons are members of the National Association, and only those who are can identify themselves as REALTOR®. They conduct their business and activities in accordance with a strict Code of Ethics. As agents in a real estate transaction, licensed brokers or salespersons are prohibited by law from discriminating on the basis of race, color, religion, sex, handicap, familial status, or national origin. A request from the home seller or landlord to act in a discriminatory manner in the sale, lease or rental cannot legally be fulfilled by the real estate professional.

#### DEED AND PROPERTY COVENANTS OR RESTRICTIONS OF RECORD

During the history of our country, some persons have placed restrictions on property based on race, color, religion, sex, handicap, familial status, or national origin. Generally, these restrictions are void and unenforceable, with limited exceptions for particular types of religious housing and housing for older persons. The publication of these void restrictions may convey a message that the restrictions continue to be valid. Any time a sales associate or broker is asked to provide a copy of the covenants or restrictions of record relating to the use of a property the following message should be included:

These documents may contain restrictions or covenants based on race, color, religion, sex, handicap, familial status, or national origin.

Such restrictions or covenants generally are void and unenforceable as violations of fair housing laws.

Be assured that all property is marketed and made available without discrimination based on race, color, religion, sex, handicap,

familial status, or national origin. Should you have any questions regarding such restrictions, please contact your attorney.

#### THE EQUAL OPPORTUNITY PROGRAM

The NATIONAL ASSOCIATION OF REALTORS® has developed a Fair Housing Program to provide resources and guidance to REALTORS® in ensuring equal professional services for all people.

#### The Code of Ethics

Article 10 of the NATIONAL ASSOCIATION OF REALTORS® Code of Ethics requires that "REALTORS® shall not deny equal professional services to any person for reasons of race, color, religion, sex, handicap, familial status, or national origin. REALTORS® shall not be a party to any plan or agreement to discriminate against a person or persons on the basis of race, color, religion, sex, handicap, familial status, or national origin."

A REALTOR® pledges to conduct business in keeping with the spirit and letter of the Code of Ethics. Article 10 imposes obligations upon REALTORS® and is also a firm statement of support for equal opportunity in housing.

## Fair Housing Partnership

The Fair Housing Partnership negotiated with the U.S. Department of Housing and Urban Development (HUD) outlines a program of voluntary compliance. REALTORS® voluntarily participate in activities and program to acquaint the community with the availability of equal housing opportunity, to establish office procedures to ensure that there is no denial of equal professional service, to make materials available which will explain this commitment, and to work with other groups within the community to identify and remove barriers to fair housing.

## **FURTHER ASSISTANCE**

Local Boards of REALTORS® will accept complaints alleging violations of the Code of Ethics filed by a homeseeker who alleges discriminatory treatment in the availability, purchase or rental of housing. Local Boards of REALTORS® have a responsibility to enforce the Code of Ethics through professional standards procedures and corrective action in cases where a violation of the Code of Ethics is proven to have occurred.

Complains alleging discrimination in housing may be filed with the nearest office of the Department of Housing and Urban Development (HUD), or by calling HUD's Discrimination Hotline at 1-800-669-9777, 1-800-290-1617 (TYY). For information and publications on fair housing, call HUD's Fair Housing Information Clearinghouse at 1-800-343-3442.