

DUTIES OWED BY A NEVADA REAL ESTATE LICENSEE

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

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

- a) Each party for whom the licensee is acting as an agent in the real estate transaction, and
b) Each unrepresented party to the real estate transaction, if any.

Licensee: The licensee in the real estate transaction is Colette Morales

whose license number is s.0172985. The licensee is acting for [client's name(s)] Paul Wielenga

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

Broker: The broker is J Dean Collins, whose company is Keller Williams VIP.

Are there additional licensees involved in this transaction? ☒ Yes ☐ No If yes, Supplemental form 525A is required.

Licensee's Duties Owed to All Parties:

A Nevada real estate licensee shall:

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

Licensee's Duties Owed to the Client:

A Nevada real estate licensee shall:

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

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

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

Licensee Acting for Both Parties:

The Licensee

MAY [PW /] **OR** **MAY NOT** [/]

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

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

Seller/Landlord: _____ *Date:* _____ *Time:* _____

Seller/Landlord: *Date:* *Time:*

OR
Buyer/Tenant: Paul Wielenga Date: 11/23/2021 Time: _____

Buyer/Tenant: _____ Date: _____ Time: _____



SUPPLEMENTAL LIST OF LICENSEES PARTY TO THE DUTIES OWED BY A NEVADA REAL ESTATE LICENSEE

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

Licensee: Colette Morales, is acting for Paul Wielenga

Broker: Keller Williams VIP

Additional licensees on this transaction, listed below, are subject to NRS 645.252, NRS 645.254, and the Duties Owed By A Nevada Real Estate Licensee:

NAME	LICENSE NUMBER
<u>Brian Burrows</u>	<u>S.0057475.PC</u>
<u>Amy L Poremba</u>	<u>S.0071958.LLC</u>
<u>Lisa Rose-Adams</u>	<u>S.0075525</u>
<u>Jennifer Kostuchowski</u>	<u>S.0180437.LLC</u>
<u>Colette Morales</u>	<u>S.00172985</u>
<u>Ashley Riccio</u>	<u>S.0174932.LLC</u>
<u>Ali Javan</u>	<u>BS.0145515</u>
<u>Joy Harris</u>	<u>S.0171580</u>
<u>June Leoncavallo</u>	<u>S.0188066</u>
<u>Leslie Sullivan</u>	<u>S.0186282</u>
<u>Shirley Jerezano</u>	<u>BS.0144785</u>
<u>Roxann I Greager</u>	<u>S.0167928</u>
<u> </u>	<u> </u>

I/We acknowledge receipt of a copy of this Supplemental List of Licensees.

Seller/Landlord: _____ Date: _____ Time: _____

Seller/Landlord: _____ Date: _____ Time: _____

OR

Buyer/Tenant:  Paul Wielenga Date: 11/23/2021 Time: _____

Buyer/Tenant: _____ Date: _____ Time: _____



BUYER BROKERAGE AGREEMENT

I/We, Paul Wielenga ("Buyer") hereby employs and grants
Keller Williams VIP ("Broker") the exclusive and irrevocable right, commencing on November 23rd,
 (Company Name)

2021, and expiring at midnight on December 31st, 20 21, to locate property and negotiate terms and
 conditions acceptable to Buyer for purchase, exchange, option, or lease as follows:

1. General Nature of Property: Buyer intends to acquire an interest in one or more properties meeting the following
 general description:

Type: ☒ Residential ☐ Land ☐ Commercial ☐ Other: _____

2. Buyer Obligations:

- a. BUYER AGREES TO WORK EXCLUSIVELY with Broker and not with any other Broker.
- b. BUYER AGREES TO FURNISH Broker with all relevant data, records, documents and other information
 including loan pre-approval letters and proof of funds to purchase upon request of Broker and authorizes Broker to furnish
 copies to prospective Sellers, Landlords, Optionors or Exchangors.
- c. BUYER AGREES TO BE AVAILABLE to examine property(s) and responding in a timely manner to
 communications from Broker.
- d. BUYER AGREES TO ACT IN GOOD FAITH to acquire the Property and conduct any and all
 inspections/investigations of the Property that Buyer deems material and/or important.
- e. NEW HOMES/ LOT SALES: Some Sellers, (particularly new home subdivisions, open houses and for-
 sale-by-owner), will not compensate Broker unless Broker makes the first visit with Buyer. If Buyer makes a first visit
 without Broker, Buyer agrees to compensate Broker as stated in Brokers Compensation below.
- f. BUYER AGREES that, to the fullest extent allowable under Nevada law, that Broker shall be deemed to be
 procuring cause for any and all successful real estate transactions which arise from or originate during the term of this
 agreement.

3. Broker Representations:

- a. BROKER HOLDS a current, valid Nevada real state license
- b. BROKER AGREES TO WORK DILIGENTLY to locate real property acceptable to Buyer
- c. BROKER AGREES TO NEGOTIATE, as Buyer's agent, for terms and conditions acceptable to Buyer for
 the purchase, exchange, option or lease of real property(s).

4. Broker Compensation: Broker's compensation shall be paid at the time of and as a condition of closing as follows:

- a. Buyer agrees to pay Broker (select all that apply):
 1. _____ % of the gross selling price of the Property; OR
 2. ☒ the set amount of \$ 0.00 . OR
 3. _____ whichever is greater of 1 and 2.

Buyer authorizes Broker to accept compensation offered by seller or seller's broker, which compensation shall be credited
 against any compensation owed by Buyer to Broker.

b. In addition to the compensation in 4(a), Buyer agrees to pay Broker \$ 300.00 as and for the flat fee
 portion of Broker's total compensation. This flat fee portion is assessed by Broker to its clients and customers in exchange
 for real estate services provided and actually performed, and is not required by any state or federal government to ensure that
 real estate transactions comply with federal or state laws and regulations.

c. Buyer agrees to compensate Broker if the Buyer or any other person acting on the Buyer's behalf enters
 into an agreement to purchase, exchange, option, or lease and property of the general nature described herein.

d. If completion of any transaction is prevented by Buyer's Default or with the consent of Buyer, the total
 compensation due under this Agreement shall be immediately due and payable by Buyer.

e. Buyer agrees to pay such compensation if Buyer within 30 calendar days after the termination of this
 Agreement enters into an agreement to purchase, exchange, option or lease any property shown to or negotiated on behalf of
 the Buyer by Broker during the term of this Agreement, unless Buyer enters into a subsequent agreement with another
 Broker.

f. Commissions payable for the purchase, exchange, option or lease of property are not set by the Greater Las
 Vegas Association of REALTORS® or any Board or Association of REALTORS® or Multiple Listing Service or in any
 manner other than as negotiated between Broker and Buyer.

5. Disclosures:

- a. Buyer acknowledges receipt of the "DUTIES OWED" form, explaining the Duties of Agents in Nevada
- b. Buyer understands that depending on the circumstances, it may be necessary or appropriate for Broker to act as an agent of both parties for each such transaction. In such event, Broker will seek Buyers' consent to Broker's representation of additional parties as soon as practicable and will obtain the written "CONSENT TO ACT" form signed by all parties.
- c. Buyers consents and acknowledges that OTHER POTENTIAL BUYERS represented by Broker may consider, make offers on, or acquire interest in the same or similar properties as Buyer.

6. Non-Confidentiality of Offers: Buyer is advised that Seller or Listing Agent may disclose the existence, terms or conditions of a Buyer's offer unless all parties and their agent have signed a written confidentiality agreement. Whether such information is actually disclosed depends upon many factors, such as current market conditions, the prevailing practice in the real estate community, the Listing Agent's marketing strategy and the instructions of the Seller.

7. Internet Advertising, Internet Blogs, Social Media: Buyer acknowledges and agrees that (i) properties presented to them may have been marketed through a "virtual tour" on the Internet, permitting potential buyers to view properties online, or that the properties may be the subject of comments or opinions of value by others online, on blogs or other social media sites; (ii) neither the service provider(s) or the Broker have control over who will obtain access to such services or what actions such persons may take; and (iii) Broker as no control over how long the information concerning the properties will be available on the internet or social media sites.

8. Equal Housing Opportunity: It is the policy of the Broker to abide by all local, state, and federal laws prohibiting discrimination against any individual or group of individuals. The Broker has no duty to disclose the racial, ethnic, or religious composition of any neighborhood, community, or building, nor whether persons with disabilities are housed in any home or facility, except that the agent may identify housing facilities meeting the needs of a disabled buyer.

9. Other Potential Buyers: Buyer consents and acknowledges that other potential buyers represented by Broker may consider, make offers on, or acquire an interest in the same or similar properties as Buyer is seeking.

10. Mediation: Before any legal action is taken to enforce any term or condition under this Agreement, the parties agree to engage in mediation, a dispute resolution process, through a mediator mutually agreed upon by the parties. Mediation fees, if any, shall be divided equally among the parties involved. In any action or proceeding involving a dispute between the parties arising out of this Agreement, the prevailing party shall be entitled to receive from the other party court costs and reasonable attorney's fees to be determined by the court or mediator. PW (Buyer's Initials) / Jc (Broker's Initials)

11. Attorneys 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.

12. Damages Cap: Notwithstanding any provision to the contrary contained in this Agreement, if Broker shall be liable to Buyer for any matter arising from this agreement, whether based upon an action or claim in contract, warranty, equity, negligence, intended conduct or otherwise (including any action or claim arising from an act or omission, negligent or otherwise, of the liable party) the maximum aggregate liability of Broker to Buyer under this agreement shall not exceed the aggregate commission amount received by the Broker.

13. Nevada Law Applies: This Agreement is executed and intended to be performed in the State of Nevada, and the laws of the Nevada shall govern its interpretation and effect. The parties agree that the State of Nevada, and the county in which the Property is located, is the appropriate judicial forum for any litigation related to this Agreement.

14. Capacity: Buyer warrants that Buyer has the legal capacity, full power and authority to enter into this Agreement and consummate the transaction contemplated hereby on Buyer's own behalf or on behalf of the party Buyer represents. All Buyers executing this Agreement are jointly and severally liable for the performance of all its terms. Buyers obligations to pay Broker is binding upon Buyer and Buyer's heirs, administrators, executors, successors and assignees.

15. 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 manually or digitally, and 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.

16. 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.

17. Buyer Declaration: Buyer acknowledges and warrants by signature(s) below that s/he is not already in any exclusive buyer representation agreement with any other broker in the state of Nevada. Entering into multiple agreements could subject you to multiple fee obligations. Buyer acknowledges that he has not relied on any statement of the Broker which are not herein expressed.

18. Acceptance: Buyer hereby agrees to all of the terms and conditions herein and acknowledges receipt of a copy of this Agreement.

19. FIRPTA: Should the provisions of the Foreign Investment in Real Property Tax Act (FIRPTA) (Internal Revenue Code Section 1445) apply to the Buyers' real estate transaction, Buyer understands that if Seller is a foreign person then the Buyer must withhold a tax in an amount to be determined in accordance with FIRPTA, unless an exemption applies. Additional information for determining status may be found at www.irs.gov.


20. Default: If completion of any transaction is prevented by Buyer's Default or with the consent of Buyer, the total compensation due under this Agreement shall be immediately due and payable by Buyer. Buyer agrees to pay such compensation if Buyer within 30 calendar days after the termination of this Agreement enters into an agreement to purchase any property shown to or negotiated on behalf of the Buyer by Broker during the term of this Agreement, unless Buyer enters into a subsequent agreement with another Broker. If completion of any transaction is prevented by Buyer's breach or with the consent of Buyer, other than as provided in the purchase contract, the total compensation shall be due and payable by Buyer.

21. Additional Terms:
N/A


THE PRE-PRINTED PORTION OF THIS AGREEMENT HAS BEEN APPROVED BY THE GREATER LAS VEGAS ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS THE LEGAL VALIDITY OF ADEQUACY OF ANY PROVISION OR THE TAX CONSEQUENCES THEREOF. FOR LEGAL OR TAX ADVICE, CONSULT YOUR ATTORNEY OR TAX ADVISOR.

THE UNDERSIGNED BUYER HAS READ, UNDERSTANDS AND APPROVED EACH OF THE PROVISIONS CONTAINED HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY.

BUYER:

Buyer Signature:  Date: 11/23/2021
Paul Wielenga
Buyer Signature: _____ Time: _____
Address: 7903 Penderbrook St. City Las Vegas State NV Zip 89149
Telephone: (951) 505-4532 Fax: _____ Email: Paulsdome@sbcglobal.net

BROKER:

Broker Signature:  Date: 11/24/2021
J Dean Collins
Company: Keller Williams VIP Designated Licensee: Colette Morales
Address: 7501 Tule Springs Rd #150-170 City Las Vegas State NV Zip 89128
Telephone: 702-575-8728 Fax: _____ Email: Colette.morales111@gmail.com