



## **Legal Information Lines: Frequently Asked Questions - How to Properly Reject Offers**

Christal Park Keegan, NVR Legal Information Line Attorney

April 23, 2021

**Q1. If an agent sends a quick e-mail to the other side's agent saying "My client rejects this offer [or counter offer]" is that a proper rejection?**

**A1.** No. The administrative code is really clear on this (NAC 645.632). It requires: *(1) a written rejection notice, (2) signed by the seller, and (3) the licensee to deliver the signed notice to the other side.* Only in those instances where the client refuses to sign the rejection, is the licensee responsible for providing written notice to the other side which states that their client refused to sign the rejection. The agent's e-mail in the question above fails to state that their client refused to sign the rejection, and creates the appearance that the agent is unilaterally rejecting. Remember, the contract is between the buyer and seller, and the decision to reject always lies with the client.

**Q2. When I received the rejection from the seller, only the last page of the contract was sent: the rejection box checked and signed by the seller. Isn't the seller required to send the entire contract, initialing the bottom of each page, as part of their rejection notice?**

**A2.** To answer this, it's important to understand the purpose of NAC 645.632 was created to satisfy the buyer that his/her offer was "actually presented, reviewed and rejected by the other party."<sup>1</sup> If just the last page of the rejection is sent back, the licensee has not met their burden of proof and fell short of other important duties. We should all be familiar with the legal requirement to present all offers to clients (NRS 645.254). ***Having a seller initial at the bottom of each page creates a rebuttable presumption that the listing agent has presented the offer.*** Missing initials leaves the listing agent open to legal challenges that they have not complied with their duty to present all offers as soon as practicable. Also remember, ***licensees are charged with the duty to exercise reasonable care and skill*** (NRS 645.252). Simply put - leaving blanks on a contract, and that includes blanks for initials, falls short of that!

<sup>1</sup> Nevada Real Estate Division's Law and Reference Guide 4th Edition, Pg. IV-8, or pg. 83 of 171 of the PDF, under heading "5. Rejection of Offer": [lawguide2014.pdf\(nv.gov\)](http://lawguide2014.pdf(nv.gov))

Statements made by the Nevada REALTORS® Legal Information Line attorneys on the telephone, in emails, or in legal eNews articles are for informational purposes only. Nevada REALTORS® staff attorneys provide general legal information, not legal representation or advice regarding your real estate related questions. No attorney-client relationship is created by your use of the Legal Information Line. You should not act upon information you receive without seeking independent legal counsel. Information given over the Legal Information Line or in these articles is for your benefit only. Do not practice law or give legal advice to your clients! Inform your clients they must seek their own legal advice.