

SENATE BILL NO. 348—SENATORS OHRENSCHALL AND SPEARMAN

MARCH 18, 2019

Referred to Committee on Judiciary

SUMMARY—Revises provisions relating to time shares. (BDR 10-961)

FISCAL NOTE: Effect on Local Government: Increases or Newly Provides for Term of Imprisonment in County or City Jail or Detention Facility. Effect on the State: Yes.

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EXPLANATION – Matter in *bolded italics* is new; matter between brackets [omitted material] is material to be omitted.

AN ACT relating to time shares; establishing provisions relating to persons who offer time-share exit assistance or relief services to owners of time shares who are not developers; providing a penalty; and providing other matters properly relating thereto.

Legislative Counsel’s Digest:

1 Existing law establishes various provisions relating to time shares. (Chapter
2 119A of NRS) This bill establishes provisions related to persons who offer time-
3 share exit assistance or relief services to owners of time shares who are not
4 developers.
5 **Section 2** of this bill defines “time-share exit assistance or relief services” as
6 any service, plan or program that is offered or provided in this State for
7 compensation to assist an owner of a time share who is not a developer with certain
8 services relating to time shares. **Section 5** of this bill provides that time-share exit
9 assistance and relief services include services relating to modifications or
10 forbearances from time share assessments, taxes, blanket encumbrances and certain
11 other fees and charges owed by the owner of a time share who is not a developer, as
12 well as certain services relating to debt and monetary obligations of the owner.
13 **Section 3** of this bill defines a “time-share exit assistance or relief services
14 provider” as a person who provides time-share exit assistance or relief services to
15 an owner of a time share who is not a developer under certain circumstances.
16 **Section 6** of this bill prohibits time-share exit assistance or relief services providers
17 from engaging in certain conduct. **Section 11** of this bill prohibits certain persons
18 from helping a time-share exit assistance or relief services provider engage in such
19 prohibited conduct.
20 **Section 7** of this bill requires time-share exit assistance or relief services
21 providers to include certain disclosures in their solicitations, advertisements or
22 commercial communications.



23 **Section 8** of this bill requires a time-share exit assistance or relief services
24 provider and an owner of a time share who is not a developer to enter into a
25 contract memorializing the negotiated terms of the time-share exit assistance or
26 relief services. **Section 9** of this bill authorizes such an owner to cancel the contract
27 within 10 days after its execution. **Sections 9 and 10** of this bill also require a time-
28 share exit assistance or relief services provider to provide an owner with certain
29 disclosures relating to the contract under certain circumstances.

30 **Section 12** of this bill exempts attorneys, real estate brokers, title insurance
31 agents or agencies and title insurers from the provisions governing time-share exit
32 assistance or relief services so long as such a person keeps any fee obtained for the
33 time-share exit assistance or relief services in a trust account until all such services
34 are rendered. A person who violates **section 12** is guilty of a category E felony.

35 **Section 13** of this bill requires a time-share exit assistance or relief services
36 provider to maintain copies of certain records for 2 years after the creation of the
37 records. **Section 14** of this bill imposes certain duties relating to time-share exit
38 assistance or relief services on a time-share exit assistance or relief services
39 provider.

40 **Section 15** of this bill provides that any person who violates a provision of
41 **sections 4-16** of this bill is subject to a civil penalty of not more than \$15,000 per
42 violation. **Section 16** of this bill authorizes certain persons to bring certain actions
43 against a time-share exit assistance or relief services provider for a violation of
44 **sections 4-16** under certain circumstances.

THE PEOPLE OF THE STATE OF NEVADA, REPRESENTED IN
SENATE AND ASSEMBLY, DO ENACT AS FOLLOWS:

1 **Section 1.** Chapter 119A of NRS is hereby amended by
2 adding thereto the provisions set forth as sections 2 to 16, inclusive,
3 of this act.

4 **Sec. 2.** *“Time-share exit assistance or relief services” means*
5 *any service, plan or program:*

6 *1. Offered in this State, provided to a resident of this State or*
7 *offered anywhere in connection with a time share or time-share*
8 *plan located in this State;*

9 *2. Offered in exchange for consideration; and*

10 *3. Represented, expressly or by implication, to assist or*
11 *attempt to assist an owner who is not a developer with any action,*
12 *activity or service pursuant to section 5 of this act.*

13 **Sec. 3.** *“Time-share exit assistance or relief services*
14 *provider” means:*

15 *1. Any person who offers time-share exit assistance or relief*
16 *services to an owner who is not a developer or offers to provide or*
17 *arranges for another person to provide time-share exit assistance*
18 *or relief services to such an owner.*

19 *2. The term does not include:*

20 *(a) A developer or manager who offers time-share exit*
21 *assistance or relief services in his or her own time-share plan;*



1 **(b) A mortgagee or lienholder who has a security interest in a**
2 **time share and who offers time-share exit assistance or relief**
3 **services to the owner who is not a developer of that time share; or**

4 **(c) A mortgage servicer.**

5 **Sec. 4. The Legislature hereby finds and declares that:**

6 **1. An owner who is not a developer may be vulnerable to**
7 **fraud, deception and unfair dealings of a time-share exit**
8 **assistance or relief services provider if the owner:**

9 **(a) Is in default of certain payments relating to his or her**
10 **interest in a time share; or**

11 **(b) No longer desires to own his or her interest in such a time**
12 **share.**

13 **2. It is necessary to provide an owner who is not a developer**
14 **with information necessary to make an informed decision**
15 **regarding the desirability of time-share exit assistance or relief**
16 **services.**

17 **3. Contracts concerning time-share exit assistance or relief**
18 **services must be expressed in writing:**

19 **(a) To safeguard an owner who is not a developer against**
20 **deceit and financial hardship;**

21 **(b) To ensure, foster and encourage fair dealing in the release**
22 **of an owner who is not a developer from his or her interest in a**
23 **time share;**

24 **(c) To prohibit representations in time-share exit assistance or**
25 **relief services agreements that may mislead owners who are not**
26 **developers;**

27 **(d) To prohibit or restrict unfair contract terms in agreements**
28 **for time-share exit assistance or relief services; and**

29 **(e) To provide a cooling-off period for owners who are not**
30 **developers who enter into agreements for time-share exist**
31 **assistance or relief services.**

32 **Sec. 5. Time-share exit assistance or relief services include,**
33 **without limitation:**

34 **1. Stopping, preventing or postponing a payment of any**
35 **assessment, tax, blanket encumbrance or any other fee or charge**
36 **imposed against the interest of an owner who is not a developer in**
37 **his or her time share;**

38 **2. Negotiating, obtaining or arranging:**

39 **(a) A modification or forbearance of the timing of a payment**
40 **or the requirement to pay an assessment, tax, blanket**
41 **encumbrance or any other fee or charge imposed against the**
42 **interest of an owner who is not a developer in his or her time**
43 **share;**



1 (b) A modification of a term of any blanket encumbrance,
2 including, without limitation, the interest rate, principal balance
3 or monthly payments or fees;

4 (c) An extension of the time within which an owner who is not
5 a developer may cure his or her default on any obligation to pay
6 an assessment, tax, blanket encumbrance or any other fee or
7 charge against the interest of the owner in his or her time share;
8 or

9 (d) A deed in lieu of foreclosure of the interest of an owner
10 who is not a developer in his or her time share or any disposition
11 of such an interest, other than to negotiate, obtain or arrange a
12 deed in lieu of foreclosure from a developer, manager, mortgagee,
13 lienholder or a bona fide third party who pays value for the time
14 share.

15 **Sec. 6.** A time-share exit assistance or relief services provider
16 shall not:

17 1. Engage in or initiate time-share exit assistance or relief
18 services without first executing a contract with an owner who is
19 not a developer pursuant to section 8 of this act.

20 2. Solicit, charge, receive or attempt to collect or secure
21 payment, directly or indirectly, for time-share exit assistance or
22 relief services before completing or performing all services
23 contained in a contract pursuant to section 8 of this act.

24 3. Represent, expressly or by implication:

25 (a) In connection with any solicitation, advertisement or
26 commercial communication or in performance of any time-share
27 exit assistance or relief services, that an owner who is not a
28 developer cannot or should not contact or communicate with his
29 or her developer, manager, exchange company, mortgagee or
30 lienholder; or

31 (b) The benefits, performance or efficacy of time-share exit
32 assistance or relief services unless, at the time of such a
33 representation, the time-share exit assistance or relief services
34 provider possesses and relies upon competent and reliable
35 evidence that substantiates that such a representation is true.

36 4. Misrepresent, expressly or by implication, any aspect of a
37 time-share exit assistance or relief service, including, without
38 limitation:

39 (a) The likelihood of negotiating, obtaining or arranging a
40 represented service or result from the time-share exit assistance or
41 relief services;

42 (b) The amount of time it will take the time-share exit
43 assistance or relief services provider to accomplish a represented
44 service or result;



1 (c) *An affiliation of the time-share exit assistance or relief*
2 *services provider, including, without limitation, that such a*
3 *provider is affiliated with, endorsed or approved by or otherwise*
4 *associated with a developer, manager, mortgagee, lienholder, the*
5 *Federal Government, the government of this State, a state agency*
6 *or department, a nonprofit agency or any other person, entity or*
7 *program;*

8 (d) *The obligation of an owner who is not a developer to make*
9 *any payment of an assessment or blanket encumbrance;*

10 (e) *The terms and conditions of an assessment or blanket*
11 *encumbrance, including, without limitation, the amount owed by*
12 *an owner who is not a developer on such an assessment or blanket*
13 *encumbrance;*

14 (f) *The terms and conditions of a refund, cancellation,*
15 *exchange or repurchase policy for time-share exit assistance or*
16 *relief services, including, without limitation, the likelihood of*
17 *obtaining a full or partial refund of such services or the*
18 *circumstance in which a full or partial refund will be granted;*

19 (g) *Completion of the represented time-share exit assistance or*
20 *relief services;*

21 (h) *The right of a time-share exit assistance or relief services*
22 *provider to claim, demand, charge, collect or receive payment or*
23 *other consideration for its services;*

24 (i) *Retention of legal representation for an owner who is not a*
25 *developer;*

26 (j) *The availability, performance, cost or characteristics of any*
27 *alternative to time-share exit assistance or relief services through*
28 *which the owner who is not a developer can obtain relief,*
29 *including, without limitation, the ability of a time-share exit*
30 *assistance or relief services provider to negotiate directly with a*
31 *developer, manager, mortgagee or lienholder;*

32 (k) *The amount of money or percentage of an amount owed on*
33 *an assessment or blanket encumbrance against a time share that*
34 *an owner who is not a developer may save by using time-share exit*
35 *assistance or relief services;*

36 (l) *The total cost to purchase time-share exit assistance or*
37 *relief services;*

38 (m) *The terms, conditions or limitations of an offer for relief*
39 *that a time-share exit assistance or relief services provider obtains*
40 *from a developer, manager, mortgagee or lienholder, including,*
41 *without limitation, the period of time in which an owner who is*
42 *not a developer must decide to accept the offer; or*

43 (n) *The information provided to the time-share exit assistance*
44 *or relief services provider by a developer or manager of the time*
45 *share or exchange company of the owner who is not a developer.*



1 5. *Transfer the interest of an owner who is not a developer in*
2 *his or her time share, except as otherwise provided in this chapter*
3 *or, if applicable, chapter 645 of NRS.*

4 **Sec. 7. 1.** *A time-share exit assistance or relief services*
5 *provider shall:*

6 (a) *Include in each solicitation, advertisement or general*
7 *commercial communication for any time-share exit assistance or*
8 *relief services, the following disclosures printed in at least 12-point*
9 *type:*

10 (1) *“[Name of time-share exit assistance or relief services*
11 *provider] is not associated with, and our service is not approved*
12 *by, your developer, manager, exchange company, time-share plan,*
13 *mortgagee or lienholder.”*

14 (2) *In any case in which the time-share exit assistance or*
15 *relief services provider makes an express or implied representation*
16 *that an owner who is not a developer will receive any relief or*
17 *result from a developer, manager, mortgagee or lienholder:*

18 *“Even if you accept this offer and use the services of*
19 *[name of time-share exit assistance or relief services*
20 *provider], your developer, manager, mortgagee or*
21 *lienholder may not agree to a change detailed in this offer*
22 *or release you from your obligations.”*

23 (b) *Include in any solicitation, advertisement or general*
24 *commercial communication that is specific to an owner who is not*
25 *a developer the following disclosures printed in at least 12-point*
26 *type:*

27 (1) *“You may stop doing business with [name of time-share*
28 *exit assistance or relief services provider] at any time. You may*
29 *accept or reject the offer or assistance we obtain from [name of*
30 *developer, manager, mortgagee or lienholder]. If you reject this*
31 *offer, you do not have to pay us. If you accept this offer, you will*
32 *have to pay us [dollar amount or method for calculating dollar*
33 *amount] for our services.”*

34 (2) *“[Name of time-share exit assistance or relief services*
35 *provider] is not associated with, and our service is not approved*
36 *by, your developer, manager, exchange company, time-share plan,*
37 *mortgagee or lienholder.”*

38 (3) *In any case in which the time-share exit assistance or*
39 *relief services provider makes an express or implied representation*
40 *that such an owner will receive its services:*

41 *“Even if you accept this offer and use the services of*
42 *[name of time-share exit assistance or relief services*
43 *provider], your developer, manager, mortgagee or*
44 *lienholder may not agree to a change detailed in this offer*
45 *or release you from your obligations.”*



1 *provider], your developer, manager, mortgagee or*
2 *lienholder may not agree to a change detailed in this offer*
3 *or release you from your obligations.”*
4

5 *(c) Include in any solicitation, advertisement or general*
6 *commercial communication relating to time-share exit assistance*
7 *or relief services in which the time-share exit assistance or relief*
8 *services provider represents expressly or by implication that an*
9 *owner who is not a developer should temporarily or permanently*
10 *discontinue payments, in whole or in part, on any assessment, tax,*
11 *blanket encumbrance or any other fee or charge, a clear and*
12 *prominent statement, in close proximity to the express or implied*
13 *representation and printed in at least 12-point type, which provides*
14 *that:*

15
16 *“If you stop paying your obligations, you could lose your*
17 *time-share interest through foreclosure, you could lose any*
18 *money you have paid for your time-share interest and*
19 *damage your credit rating.”*
20

21 *2. The disclosures required by subsection 1 must be made in a*
22 *clear and prominent manner and:*

23 *(a) In a written communication, must appear together and be*
24 *preceded by the heading “IMPORTANT NOTICE,” printed in at*
25 *least 14-point bold type; and*

26 *(b) In an oral communication, the audio component must:*

27 *(1) Be recited in a slow and deliberate manner and in a*
28 *reasonably understandable volume and pitch; and*

29 *(2) Be preceded by the statement, “Before using this*
30 *service, consider the following information.”*

31 *3. As used in this section, “you will have to pay” means the*
32 *total dollar amount the owner who is not a developer must pay to*
33 *purchase, receive and use all of the time-share exit assistance or*
34 *relief services that are subject to the offer included in the*
35 *solicitation, advertisement or general commercial communication,*
36 *including, without limitation, all fees and charges for such*
37 *services.*

38 **Sec. 8. 1. If an owner who is not a developer purchases**
39 **time-share exit assistance or relief services through a time-share**
40 **exit assistance or relief services provider, the parties shall sign a**
41 **contract reflecting the negotiated terms of the services before the**
42 **time-share exit assistance or relief services provider may provide**
43 **such services to the owner.**



1 2. A time-share exit assistance or relief services provider shall
2 give the owner who is not a developer not less than 1 business day
3 to review a contract pursuant to this section.

4 3. A contract pursuant to this section must include, without
5 limitation:

6 (a) The name and address of the time-share exit assistance or
7 relief services provider;

8 (b) A detailed description of each service to be provided;

9 (c) The total amount and terms of any charges and fees to be
10 paid by the owner who is not a developer for such services;

11 (d) The effective date of the contract; and

12 (e) A statement of the right of the owner who is not a developer
13 to cancel the contract pursuant to section 9 of this act.

14 **Sec. 9. 1.** An owner who is not a developer has a right to
15 cancel a contract entered into pursuant to section 8 of this act
16 without penalty or obligation until midnight on the 10th calendar
17 day after the date of execution of the contract.

18 2. The right to cancel the contract pursuant to subsection 1
19 may not be waived by the owner who is not a developer or limited
20 in any manner by the time-share exit assistance or relief services
21 provider.

22 3. If an owner who is not a developer cancels a contract
23 pursuant to subsection 1, any and all payments that have been
24 made to the time-share exit assistance or relief services provider
25 must be returned to the owner within 10 business days after
26 delivery of the notice of cancellation.

27 4. A contract pursuant to section 8 of this act must include a
28 statement in substantially the following form located directly
29 above the signature line in not less than 12-point type:

30 **TIME SHARE OWNER’S RIGHT OF CANCELLATION**

31 You have a right to cancel this contract for any reason
32 within 10 calendar days after the date you signed this
33 contract. The time-share exit assistance or relief services
34 provider is prohibited by law from accepting any money,
35 property or any other form of payment from you until all
36 promised services are completed. If you decide to cancel this
37 contract, you must notify(insert name of time-
38 share exit assistance or relief services provider) in writing of
39 your intent to cancel. Your notice of cancellation will be
40 effective upon the date sent and must be sent to
41(insert name of time-share exit assistance or
42 relief services provider) or(insert electronic
43 mail address of time-share exit assistance or relief services
44



provider). Your refund will be made within 10 business days after receipt of notice of cancellation.

5. Any attempt to obtain a waiver of the protections of an owner who is not a developer pursuant to sections 4 to 16, inclusive, of this act is void and without effect.

Sec. 10. 1. If a contract pursuant to section 8 of this act includes time-share exit assistance or relief services for relief from a developer, manager, mortgagee or lienholder of an owner who is not a developer, the time-share exit assistance or relief services provider:

(a) Shall not request or receive payment of any fee or other consideration from an owner who is not a developer until the owner has executed a contract with the developer, manager, mortgagee or lienholder incorporating such an offer for relief; and

(b) Shall at the time the time-share exit assistance or relief services provider furnishes the owner who is not a developer with the contract pursuant to section 8 of this act:

(1) Include a statement on a separate page, in substantially the following form:

IMPORTANT NOTICE

This is an offer of assistance we obtained from your(insert developer, manager, mortgagee or lienholder). You may accept or reject this offer. If you reject the offer, you do not have to pay us. If you accept this offer, you will have to pay us (insert dollar amount or method for calculating such an amount) for our services.

(2) Provide a notice from the developer, manager, mortgagee or lienholder describing all material differences between the terms, conditions and limitations of the current debt obligations of the owner and the terms, conditions and limitations of such debt obligations if the owner accepts an offer of assistance. The notice must include, on a separate page, in substantially the following form, "Important information from your developer, manager, mortgagee or lienholder."

2. As used in this section:

(a) "Terms, conditions and limitations" includes, without limitation:

(1) The principal balance of the debt;

(2) Interest rates, including, without limitation, the maximum rate and adjustable rates, if applicable;

(3) The frequency of required payments; and



1 (4) Any information relating to applicable taxes,
2 assessments or fees.

3 (b) "You will have to pay" means the total dollar amount the
4 owner who is not a developer must pay to purchase, receive and
5 use all of the time-share exit assistance or relief services that are
6 provided in the contract, including, without limitation, all fees and
7 charges for such services.

8 **Sec. 11. 1.** A person shall not provide substantial assistance
9 or support to any time-share exit assistance or relief services
10 provider if that person knows or reasonably should have known
11 that such a provider is engaged in any act or practice prohibited by
12 section 6 of this act.

13 2. This section must not be construed to prohibit a developer,
14 manager, mortgagee or lienholder from agreeing to an offer of
15 assistance or relief made by a time-share exit assistance or relief
16 services provider pursuant to section 10 of this act.

17 **Sec. 12. 1.** The provisions of sections 4 to 16, inclusive, of
18 this act do not apply to:

19 (a) An attorney at law licensed to practice in this State who
20 renders time-share exit assistance or relief services in the
21 performance of his or her duties as an attorney at law, or his or
22 her firm;

23 (b) A real estate broker licensed to practice in this State
24 pursuant to chapter 645 of NRS who renders time-share exit
25 assistance or relief services in the performance of his or her duties
26 as a real estate broker while acting under the authority of such a
27 license, or his or her brokerage firm; or

28 (c) A title insurance agent, title agency or title insurer licensed
29 in this State pursuant to chapter 692A of NRS who renders time-
30 share exit assistance or relief services in the performance of his or
31 her duties as a title insurance agent, agency or insurer while
32 acting under the authority of such a license.

33 2. Any person or entity pursuant to subsection 1 may request
34 or receive payment of any fee or other consideration for time-
35 share exit assistance or relief services before completion or
36 performance of all promised time-share exit assistance or relief
37 services if such a person or entity:

38 (a) Deposits into a trust account any money received from an
39 owner who is not a developer before completing or performing any
40 time-share exit assistance or relief services; and

41 (b) Does not receive disbursement of the money from the trust
42 account before completing or performing all promised time-share
43 exit assistance or relief services.



1 3. *Failure to establish a trust account pursuant to this section*
2 *is prima facie evidence of an intentional and purposeful violation*
3 *of this section.*

4 4. *A person who intentionally fails to comply with this section*
5 *is guilty of a category E felony and shall be punished as provided*
6 *in NRS 193.130.*

7 **Sec. 13.** *A time-share exit assistance or relief services*
8 *provider shall maintain copies of the following records for a*
9 *period of not less than 2 years after the date that the record is*
10 *created:*

11 1. *Each contract between a time-share exit assistance or*
12 *relief services provider and an owner who is not a developer;*

13 2. *Each written communication between a time-share exit*
14 *assistance or relief services provider and an owner who is not a*
15 *developer which occurred before the date on which the owner*
16 *entered into a contract for time-share exit assistance or relief*
17 *services;*

18 3. *Each document or telephone recording created in*
19 *connection with the requirements of section 14 of this act;*

20 4. *The file of each owner who is not a developer, which must*
21 *include, without limitation, the name of the owner, the telephone*
22 *number of the owner, the amount of money paid by the owner and*
23 *a description of the time-share exit assistance or relief services*
24 *purchased by the owner, to the extent that the time-share exit*
25 *assistance or relief services provider keeps such information in its*
26 *ordinary course of business;*

27 5. *For each time-share exit assistance or relief service*
28 *purchased, each materially different sales script, training material,*
29 *general commercial communication or other marketing material,*
30 *including, without limitation, any material published on an*
31 *Internet website or blog; and*

32 6. *Any other documentation provided to the owner who is not*
33 *a developer pursuant to sections 4 to 16, inclusive of this act.*

34 **Sec. 14.** *1. A time-share exit assistance or relief services*
35 *provider shall:*

36 (a) *Take reasonable steps to ensure that all employees and*
37 *independent contractors of the time-share exit assistance or relief*
38 *services provider comply with sections 4 to 16, inclusive, of this*
39 *act;*

40 (b) *If the time-share exit assistance or relief services provider*
41 *is engaged in telemarketing of time-share exit assistance or relief*
42 *services, perform random, blind recording and testing of the oral*
43 *representations made by persons engaged in sales or other*
44 *customer service functions;*



1 (c) *Establish a procedure for receiving and responding to*
2 *complaints of owners who are not developers;*

3 (d) *Ascertain the number and nature of complaints of owners*
4 *who are not developers regarding transactions involving*
5 *employees or independent contractors of the time-share exit*
6 *assistance or relief services provider;*

7 (e) *Investigate fully and promptly each complaint received*
8 *from an owner who is not a developer;*

9 (f) *Take corrective action with respect to any employee or*
10 *independent contractor who performs the time-share exit*
11 *assistance or relief services for the time-share exit assistance or*
12 *relief services provider who does not comply with sections 4 to 16,*
13 *inclusive, of this act; and*

14 (g) *Maintain information and materials necessary to*
15 *demonstrate compliance with this section.*

16 2. *A time-share exit assistance or relief services provider may*
17 *keep the records required by this section in the same manner,*
18 *format or place as it keeps such records in the ordinary course of*
19 *business.*

20 **Sec. 15.** 1. *A violation of sections 4 to 16, inclusive, of this*
21 *act is an unfair or deceptive act or practice pursuant to NRS*
22 *207.170, 207.171 and 598.0915 to 598.0925, inclusive, and chapter*
23 *598A of NRS.*

24 2. *Notwithstanding any other penalty provided for in this*
25 *chapter, a person who violates any provision of sections 4 to 16,*
26 *inclusive, of this act is subject to a civil penalty of not more than*
27 *\$15,000 per violation.*

28 **Sec. 16.** 1. *An owner who is not a developer may bring an*
29 *action for damages or for injunctive or declaratory relief against a*
30 *time-share exit assistance or relief services provider for any*
31 *violation of sections 4 to 16, inclusive, of this act.*

32 2. *The court may award attorney's fees to a prevailing party*
33 *in an action pursuant to subsection 1.*

34 3. *Relief pursuant to this section does not preclude any other*
35 *remedy provided by law.*

36 **Sec. 17.** NRS 119A.010 is hereby amended to read as follows:
37 119A.010 As used in this chapter, unless the context otherwise
38 requires, the words and terms defined in NRS 119A.020 to
39 119A.160, inclusive, *and sections 2 and 3 of this act* have the
40 meanings ascribed to them in those sections.

