

IN THE SUPREME COURT OF THE STATE OF NEVADA

MARTHA AVILA, AN INDIVIDUAL,
Appellant,

vs.

GILBERT EISNER, BOTH
INDIVIDUALLY AND AS TRUSTEE ON
BEHALF OF AN-GIL-LAN, A
DELAWARE LIMITED PARTNERSHIP;
AN BERGO EISNER, BOTH
INDIVIDUALLY AND AS SUCCESSOR
TRUSTEE ON BEHALF OF AN-GIL-
LAN, LP, A DELAWARE LIMITED
PARTNERSHIP; AND AN-GIL-LAN, LP,
A DELAWARE LIMITED
PARTNERSHIP,
Respondents.

No. 52581

FILED

FEB 05 2010

TRACIE K. LINDEMAN
CLERK OF SUPREME COURT
BY S. Young
DEPUTY CLERK

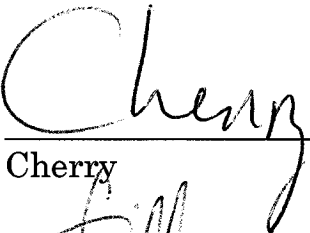
ORDER OF AFFIRMANCE

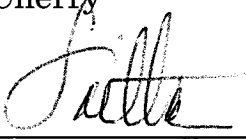
This is a proper person appeal from a district court judgment entered after a bench trial in a real property contract action. Eighth Judicial District Court, Clark County; Valorie Vega, Judge.


Having reviewed appellant's civil proper person appeal statement, respondents' response, appellant's reply, and the record in this appeal, we conclude that substantial evidence supports the district court's determinations. See NOLM, LLC v. County of Clark, 120 Nev. 736, 739, 100 P.3d 658, 660-61 (2004); Gibellini v. Klindt, 110 Nev. 1201, 1204, 885 P.2d 540, 542 (1994). Record evidence demonstrates that respondents made the disclosures required by the parties' contract, appellant failed to inspect the property at issue within the time frame set forth in the parties' contract, and appellant breached the contract when she terminated it without providing respondents with the written notice required under the contract.

In light of those determinations, the district court did not err when it concluded that, under the parties' contract, respondents were entitled to retain appellant's \$20,000 earnest money deposit and that appellant was individually liable for that amount. Keife v. Logan, 119 Nev. 372, 374, 75 P.3d 357, 359 (2003); NGA #2 Ltd. Liab. Co. v. Rains, 113 Nev. 1151, 1158, 946 P.2d 163, 167 (1997). First, the contract provides that respondents would retain the earnest money deposit if appellant breached the contract. Second, with respect to appellant's individual liability, the contract listed appellant's corporation or a "nominee" as the buyer, appellant did not clearly indicate on whose behalf she signed, and record evidence indicates that she intended to personally undertake the financing for the purchase. Anvui, LLC v. G.L. Dragon, LLC, 123 Nev. 212, 215, 163 P.3d 405, 407 (2007); Silver v. Telerent Leasing, 105 Nev. 30, 32, 768 P.2d 879, 881 (1989), overruled on other grounds by Fritz Hansen A/S v. Dist. Ct., 116 Nev. 650, 6 P.3d 982 (2000). Accordingly, we

ORDER the judgment of the district court AFFIRMED.


_____, J.
Cherry


_____, J.
Saitta


_____, J.
Gibbons

cc: Hon. Valorie Vega, District Judge
Martha Avila
Atkin Winner & Sherrod
Eighth District Court Clerk