

Complete, Concise, Contracts

Duties Owed Definitions

Contract: A legally enforceable agreement between competent parties who agree to perform or refrain from performing certain acts for a consideration. In essence, a contract is an enforceable promise. In real estate, there are many different types of contracts, including contracts for sale, options, mortgages, leases, contracts for deed, escrow agreements and loan commitments.

Agent: One authorized to represent and to act on behalf of another person (called the principal). Unlike an employee, who merely works for a principal, an agent works in the place of a principal. The main difference between an agent and an employee is that the agent may bind his or her principal by contract, if within the scope of authority, whereas an employee may not unless given express authorization. A real estate broker is the agent of the client (seller or buyer) to whom he or she owes a fiduciary or statutory obligation.

Transaction: Agreement, contract, exchange, understanding, or transfer of cash or property that occurs between two or more parties and establishes a legal obligation. Also called booking or reservation

Licensee: A person who has a valid real estate license. A real estate licensee can generally be a salesperson or broker, active or inactive, or an individual, corporation or partnership.

Seller: One that offers for sell. One who lists their home with a real estate broker is known as the seller.

Landlord: The lessor or the owner of leased premises. The landlord retains a reversionary interest in the property, so that when the lease ends the property will revert to the landlord.

Buyer: Party which acquires, or agrees to acquire, ownership (in case of goods), or benefit or usage (in case of services), in exchange for money or other consideration under a contract of sale.

Tenant: One who exclusively holds or possesses property, such as a life tenant or a tenant for years; commonly used to refer to a lessee under a lease. A tenant's occupancy, although exclusive, is always subordinate to the rights of the owner. Tenant refers to an occupant, not necessarily a renter.

Broker: One who acts as an intermediary between parties to a transaction. A real estate broker is a properly licensed party who, for a valuable consideration or promise of consideration, serves as a special agent to others to facilitate the sale or lease of real property.

Fraudulent: characterized by, based on, or done by fraud : deceitful

Disclose: To reveal, make known. A recognized “risk reduction tool” for real estate brokers. You must disclose major physical defects in a house you are selling such as a leaky roof.

Compensation: Payment, remuneration; The compensation paid to a real estate broker (usually by the seller) for services rendered in connection with the sale or exchange of real property. To collect a commission, the broker must be licensed in the state, have a written employment agreement (listing) with the seller and sell the property and/or execute a valid contract of sale for the property.

Responsibilities: Something for which one is responsible; moral, legal or mental accountability.

Confidential information: containing information whose unauthorized disclosure could be prejudicial to the national interest

Client: The person who employs an agent to perform a service for a fee; also called a principal. The client is owed the duty of care and diligence, fiduciary duties in common-law states and statutory duties where the common law has been abrogated. In traditional real estate brokerage, the client is the seller, and the buyer is the prospect or customer. In modern practice, more and more buyers are seeking representation as a client. Dual agency occurs when a broker represents the seller and the buyer as clients.

Offers: to present for acceptance or rejection; A promise by one party to act or perform in a specified manner, provided the other party acts or performs in the manner requested. An offer demonstrates an intention to enter into a contract, as opposed to merely inviting offers from others, as with a listing contract. An offer creates the power of acceptance in the other party.

Expert: having, involving, or displaying special skill or knowledge derived from training or experience

Assigns: To appoint to a post or a duty. An assignment is the transfer of the right, title and interest in the property of one person to another. There are assignments of, among other things, mortgages, sales contracts, contracts for deed, leases and options.

Acknowledge: To recognize as genuine or valid; A formal declaration made before a duly authorized officer, usually a notary public, by a person who has signed a document; also, the document itself. An acknowledgment is designed to prevent forged and fraudulently induced documents from taking effect.

DEPARTMENT OF BUSINESS AND INDUSTRY
REAL ESTATE DIVISION

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**THE NEW *DUTIES OWED* FORMS FOR NEVADA
*FREQUENTLY ASKED QUESTIONS***

Why are we changing the *Duties Owed* form?

The current forms have created some confusion within the industry and the task force formed to look at the situation determined the new forms would be more easily understood by both the public and those within the industry.

Are we required to get the *Duties Owed* form signed by all parties for our file?

The law suggests that the "appropriate form" be provided to the parties. The Real Estate Division has determined that only a single "Duties Owed" form needs to be signed by each party to the transaction. The rationale is that the disclosure form is the same whether they sign a single form or multiple forms within the same transaction. The intent is to provide and assure that each of the parties has the "Duties Owed" form, not two or three duplicates of the same disclosure. This means that the listing agent only needs the seller's signed disclosure form in the listing and transaction files and the buyer's agent only needs the buyer's signed form in the buyer representative and transaction files. However, if there is an unrepresented party to the transaction, the sole agent in the transaction needs to have a disclosure form signed by both the client and unrepresented party to the transaction and have evidence of the disclosure to both parties in the licensee's transaction file. (See unrepresented parties below).

Is the licensee responsible for providing the *Duties Owed* form to unrepresented parties?

Yes. If you are a licensee in a transaction in Nevada, you are representing someone, even if acting only as a principal. If the other party is unrepresented by a licensee, you are responsible under Nevada law to provide the *Duties Owed* form.

Why has the *Confirmation of Agency* form been eliminated?

While *Confirmation of agency* is required by regulation (NAC 645.637), the *Form* itself is not. The Real Estate Division originally created the form to assist the industry as a courtesy because none of the purchase agreements contained the required *Confirmation of agency*. Now that most of the contracts (purchase agreements) contain the *Confirmation of agency*, a separate form is not required.

What if the contract or purchase agreement I use does not contain a *Confirmation of agency*?

Then the Real Estate Division would suggest that you add such confirmation to your purchase agreement, change to an agreement which includes a confirmation section or continue to use a separate form as long as the regulation requires it.

(NOTE: you will probably see the separate forms disappear after a while).

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**THE NEW *DUTIES OWED* FORMS FOR NEVADA
*FREQUENTLY ASKED QUESTIONS*** *(continued from page 1)*

What forms must I have signed at the time of taking a listing?

Each licensee must have the **completed *Duties Owed* form** signed as soon as practicable but no later than the time of taking a written listing.

NOTE:

- A. The confirmation of agency relationship with the seller is disclosed on the top of the *Duties Owed* form and no additional confirmation of agency is required at the time of listing.
- B. The acknowledgement of possibly acting as an agent representing two or more parties in the transaction is now located as the last paragraph above the client/customer's signature block. (The client will initial the **may** or **may not** block thereby providing or not providing permission for a possible dual agency).

The *Consent to Act* form would additionally have to be completed and signed by the parties in the event that agent represents more than one party to the transaction.

When must I have the *Duties Owed* form signed?

Nothing has changed with respect to when the form must be signed. It should still be signed as soon as practicable but in no event later than the time of a written contract.

NOTE: *A written contract would include any brokerage agreement including listing agreements, buyer brokerage agreements, property management agreements as well as any purchase agreements and/or conforming lease agreements.*

When must the *Consent to Act* form be signed?

In the event that the licensee has the consent in principle initialed as "May" in the initial box at the bottom of the "Duties Owed" form, he must still obtain the signature on the "Consent to Act" form prior to the respective client's signature being placed on the contract.

Where do I get the new *Duties Owed* and *Consent to Act* forms?

All Division forms are available online at www.red.state.nv.us. Position your mouse onto *Frequently Used Forms* to open the drop-down menu, then click on *disclosure*. Select the *Duties Owed* and *Consent to Act* forms by clicking on 525 and 524, respectively.

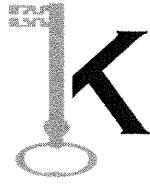
When will the new *Duties Owed* and *Consent to Act* forms become effective?

The new forms have an effective date of May 1, 2005. This means that everyone should transition into the new form on that date. All transactions initiated on or after May 1, 2005 should include these new agency disclosure forms, and all disclosures made and files of transactions initiated on or after May 1, 2005 should include these new forms. For further information please contact the Division Compliance Section in Carson City at 775- 687-4280 or Las Vegas at 702-486-4033 or e-mail realest@red.state.nv.us.

Information provided by J.C. Melvin, *Duties Owed* taskforce member

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KEY REALTY SCHOOL

Good Faith Estimates

Developing a reasonable means to supply the buyer with an estimate of costs and projected monthly payment is key in the overall sequence of real estate acquisition.

Most research has found that the creation of an accurate estimate is very important relative of customer satisfaction.

Review the following examples of good faith estimate worksheets.

Students will not be tested on this information and this information is supplied as example format only.

Item #1 - Equity Sheet for Buyer with an FHA Loan

Item #2 - Property Address:

	(Round to the lowest \$50)		
3	Sales Price	Determined by contract	
4	Down Payment	Sales Price X 3.5%	*****
5	Loan Amount	Sales Price - Down Payment X 1.0175	
6	Interest Impound	(Loan Amount X Interest Rate / 360 X Days to the End of the Month)	
7	Tax Impound	(Sales Price X .01 = Yearly Taxes / 12 X 5 Months of Impound)	
8	Insurance Impound	(Sales Price X .003 = Yearly Insurance / 12 X 14 Months of Impound) If Condo, Enter \$0.00	
	Total Buyer's Prepays/Recurring Costs		*****
9	ALTA Insurance Rider	(Based on the Loan Amount)	
10	Recording Service	(\$14 1st Page; \$1 Each Additional Page - Max \$40 - Split)	
11	Escrow Service	(Escrow Fee + \$60 Courier Fee - Usually Split)	
12	HOA transfer fee	(Not to Exceed \$300)	
13	Transfer tax	(Sales Price / \$1000. X \$5.10 / 2)	
14	Appraisal	(Not to Exceed \$500)	
	Total Buyer's Closing/Non-recurring Costs		*****
15	Home Warranty Plan	(Usually \$300 - with Pool/Spa, \$550)	
16	Structural Inspection	(Not to Exceed \$350)	
17	Pest and Dry Rot Inspection	(Not to Exceed \$150)	
18	Roof Certification	(Not to Exceed \$350)	
19	Mold Inspection	(Not to Exceed \$400)	
20	Document Control Fee	(Paid for records management)	
	Total Negotiated/Non-Recurring Costs		*****

Loan Fee

Grand Total

21 - Principal and Interest	
22 - Insurance (#8 / 14)	
23 - Loan Amount X .0085 / 12	
24 - Taxes (#7 / 5)	
25 - Association Fees	
26 - Estimated Monthly Payment	\$0.00

Buyer

Buyer _____

Date _____

Equity Sheet for Buyer with a Conventional Conforming Loan

Property Address: _____

	Sales Price - Down Payment = Loan Amount (Round to the lowest \$50)		
Item	Item Description	Explanation	Amount
1	Sales Price		
2	Interest Impound	(Loan Amount X Interest Rate / 360 X Days to the End of the Month)	
3	Tax Impound	(Sales Price X .01 = Yearly Taxes / 12 X 5 Months of Impound)	
4	Insurance Impound	(Sales Price X .004 = Yearly Insurance / 12 X 14 Months of Impounds) If Condo, Enter \$0.00	
	Total Buyer's Prepays/Recurring Costs		*****
5	ALTA Insurance Rider	(Based on the Loan Amount)	
6	Recording Service	(\$14 1st Page; \$1 Each Additional Page - Max \$40 - Split)	
7	Escrow Service	Escrow Fee + \$60 Courier Fee - Usually Split	
8	Document Control Fee	(Paid for Records Management)	
9	HOA Transfer Fee	(Not to Exceed \$150)	
10	Transfer Tax	(Sales Price / \$1000. X \$5.10 / 2)	
11	Appraisal	(Not to Exceed \$350)	
	Total Buyer's Closing/Non-recurring Costs		*****
12	Home Warranty Plan	(Usually \$300 - with Pool/Spa, \$550)	
13	Structural Inspection	(Not to Exceed \$300)	
14	Pest and Dry Rot Inspection	(Usually \$50)	
15	Roof Certification	(Not to Exceed \$250)	
16	Mold Inspection	(Not to Exceed \$400)	
	Total Negotiated/Non-recurring Costs		*****

\$0.00

\$0.00

\$0.00

Loan Fees

GRAND TOTAL

\$0.00

Principal and Interest	
Private Mortgage Insurance (Loan Amount X .00635827/12)	
Insurance (#4 / 14)	
Taxes (#3 / 5)	
Association Fees	
Total Estimated Monthly Payment	\$0.00

Buyer _____

Buyer _____

Date _____

Equity Sheet for Buyer with a VA Loan

Property Address:

	Sales Price - Down Payment + Funding Fee = Loan Amount (2% funding fee for 1st time VA Buyers, 3% for all others. If more than 20% disabled, funding fee can be waived.) (Round to the lowest \$50)			
Item	Item Description	Explanation	Amount	
1	Sales Price			
2	Interest Impound	(Loan Amount X Interest Rate / 360 X Days to the End of the Month)		
3	Tax Impound	(Sales Price X .01 = Yearly Taxes / 12 X 5 Months of Impound)		
4	Insurance Impound	(Sales Price X .004 = Yearly Insurance / 12 X 14 Months of Impounds) If Condo, Enter \$0.00		
	Total Buyer's Prepays/Recurring Costs			*****
5	ALTA Insurance Rider	(Based on the Loan Amount)		
6	Recording Service	(\$14 1st Page; \$1 Each Additional Page - Max \$40 - Split)		
7	HOA Transfer Fee	(Not to Exceed \$150)		
8	Transfer Tax	(Sales Price / \$1000. X \$5.10 / 2)		
9	Appraisal	(Not to Exceed \$350)		
	Total Buyer's Closing/Non-recurring Costs			*****
10	Home Warranty Plan	(Usually \$300 - with Pool/Spa, \$550)		
11	Structural Inspection	(Not to Exceed \$300)		
12	Roof Certification	(Not to Exceed \$250)		
13	Mold Inspection	(Not to Exceed \$400)		
	Total Negotiated/Non-recurring Costs			*****

\$0.00

\$0.00

\$0.00

Loan Fees

Grand Total

\$0.00

Principal and Interest	
Insurance (#4 / .14)	
Taxes (#3 / 5)	
Association Fees	
Total Estimated Monthly Payment	\$0.00

Buyer

Buyer

Equity Sheet for Buyer - Buying with Cash

Property Address: _____

Item	Item Description	Explanation	Amount
	Sales Price		
1	Document Control Fee	(Paid for Records Management)	
2	Recording Service	(\$14 1st Page; \$1 Each Additional Page - Max \$40 - Split)	
3	Escrow Service	Escrow Fee + \$60 Courier Fee - Usually Split	
4	HOA Transfer Fee	(Not to Exceed \$150)	
5	Transfer Tax	(Sales Price / \$1000. X \$5.10 / 2)	
	Total Buyer's Closing/Non-recurring Costs		*****
6	Flood Cert (discuss w/client)	(Usually \$100)	
7	Home Warranty Plan	(Usually \$300 - with Pool/Spa, \$550)	
8	Structural Inspection	(Not to Exceed \$300)	
9	Pest and Dry Rot Inspection	(Not to Exceed \$50)	
10	Roof Certification	(Not to Exceed \$250)	
11	Mold Inspection	(Not to Exceed \$400)	
12	Miscellaneous		
	Total Negotiated/Non-recurring Costs		*****

\$0.00

\$0.00

Grand Total

\$0.00

Buyer

Buyer

Date

Equity Sheet for Buyer with a Conventional Nonconforming Loan

Property Address:

	Sales Price - Down Payment = Loan Amount (Round to the lowest \$50)		
Item	Item Description	Explanation	Amount
1	Sales Price		
2	Interest Impound	(Loan Amount X Interest Rate / 360 X Days to the End of the Month)	
3	Tax Impound	(Sales Price X .01 = Yearly Taxes / 12 X 5 Months of Impound)	
4	Insurance Impound	(Sales Price X .004 = Yearly Insurance / 12 X 14 Months of Impounds) If Condo, Enter \$0.00	
	Total Buyer's Prepays/Recurring Costs		*****
			\$0.00
5	ALTA Insurance Rider	(Based on the Loan Amount)	
6	Recording Service	(\$14 1st Page; \$1 Each Additional Page - Max \$40 - Split)	
7	Escrow Service	Escrow Fee + \$60 Courier Fee - Usually Split	
8	Document Control Fee	(Paid for Records Management)	
9	HOA Transfer Fee	(Not to Exceed \$150)	
10	Transfer Tax	(Sales Price / \$1000. X \$5.10 / 2)	
11	Appraisal	(Not to Exceed \$350)	
	Total Buyer's Closing/Non-recurring Costs		*****
			\$0.00
12	Home Warranty Plan	(Usually \$300 - with Pool/Spa, \$550)	
13	Structural Inspection	(Not to Exceed \$300)	
14	Pest and Dry Rot Inspection	(Usually \$50)	
15	Roof Certification	(Not to Exceed \$250)	
16	Mold Inspection	(Not to Exceed \$400)	
	Total Negotiated/Non-recurring Costs		*****
			\$0.00

Loan Fees

GRAND TOTAL

Principal and Interest	
Private Mortgage Insurance(Loan Amount X .00635827/12)	
Insurance (#4 / 14)	
Taxes (#3 / 5)	
Association Fees	
Total Estimated Monthly Payment	\$0.00

Buyer

Buyer

Date

Equity Sheet for Buyer with an 80/20 Loan

Property Address: _____

	Sales Price - Down Payment = Loan Amount <small>(Round to the low)</small>		
Item	Item Description	Explanation	Amount
1	Sales Price		
2	Interest Impound	(Loan Amount X Interest Rate / 360 X Days to the End of the Month)	
3	Tax Impound	(Sales Price X .01 = Yearly Taxes / 12 X 5 Months of Impound)	
4	Insurance Impound	(Sales Price X .004 = Yearly Insurance / 12 X 14 Months of Impounds) If Condo, Enter \$0.00	
	Total Buyer's Prepays/Recurring Costs		*****
5	ALTA Insurance Rider	(Based on the Loan Amount)	
6	Recording Service	(\$14 1st Page; \$1 Each Additional Page - Max \$40 - Split)	
7	Escrow Service	Escrow Fee + \$60 Courier Fee - Usually Split	
8	Document Control Fee	(Paid for Records Management)	
9	HOA Transfer Fee	(Not to Exceed \$150)	
10	Transfer Tax	(Sales Price / \$1000. X \$5.10 / 2)	
11	Appraisal	(Not to Exceed \$350)	
	Total Buyer's Closing/Non-recurring Costs		*****
12	Home Warranty Plan	(Usually \$300 - with Pool/Spa, \$550)	
13	Structural Inspection	(Not to Exceed \$300)	
14	Pest and Dry Rot Inspection	(Usually \$50)	
15	Roof Certification	(Not to Exceed \$250)	
16	Mold Inspection	(Not to Exceed \$400)	
	Total Negotiated/Non-recurring Costs		*****

\$0.00

\$0.00

\$0.00

Loan Fees

GRAND TOTAL

\$0.00

Principal and Interest	
Insurance (#4 / 14)	
Taxes (#3 / 5)	
Association Fees	
Total Estimated Monthly Payment	\$0.00

Buyer _____

Buyer _____

Date _____

Equity Sheet for Buyer with a Subprime Loan

Property Address:

	Sales Price - Down Payment = Loan Amount →		
Item	Item Description	Explanation	Amount
1	Sales Price		
2	Interest Impound	(Loan Amount X Interest Rate / 360 X Days to the End of the Month)	
3	Tax Impound	(Sales Price X .01 = Yearly Taxes / 12 X 5 Months of Impound)	
4	Insurance Impound	(Sales Price X .004 = Yearly Insurance / 12 X 14 Months of Impounds) If Condo, Enter \$0.00	
	(MUST BE PAID BY BUYER) Total Buyer's Prepays/Recurring Costs		*****
5	ALTA Insurance Rider	(Based on the Loan Amount)	
6	Recording Service	(\$14 1st Page; \$1 Each Additional Page - Max \$40 - Split)	
7	Escrow Service	Escrow Fee + \$60 Courier Fee - Usually Split	
8	Document Control Fee	(Paid for Records Management)	
9	HOA Transfer Fee	(Not to Exceed \$150)	
10	Transfer Tax	(Sales Price / \$1000. X \$5.10 / 2)	
11	Appraisal	(Not to Exceed \$350)	
	Total Buyer's Closing/Non-recurring Costs		*****
12	Home Warranty Plan	(Usually \$300 - with Pool/Spa, \$550)	
13	Structural Inspection	(Not to Exceed \$300)	
14	Pest and Dry Rot Inspection	(Usually \$50)	
15	Roof Certification	(Not to Exceed \$250)	
16	Mold Inspection	(Not to Exceed \$400)	
	Total Negotiated/Non-recurring Costs		*****

\$0.00

\$0.00

\$0.00

Loan Fees

GRAND TOTAL

\$0.00

Principal and Interest	
Private Mortgage Insurance (Loan Amount X .00635827/12)	
Insurance (#4 / 14)	
Taxes (#3 / 5)	
Association Fees	
Total Estimated Monthly Payment	\$0.00

Buyer

Buyer

Date

Equity Sheet for Buyer with a Subprime 80/20 Loan

Property Address:

	Sales Price - Down Payment = Loan Amount →		
Item	Item Description	Explanation	Amount
1	Sales Price		
2	Interest Impound	(Loan Amount X Interest Rate / 360 X Days to the End of the Month)	
3	Tax Impound	(Sales Price X .01 = Yearly Taxes / 12 X 5 Months of Impound)	
4	Insurance Impound	(Sales Price X .004 = Yearly Insurance / 12 X 14 Months of Impounds) If Condo, Enter \$0.00	
	(MUST BE PAID BY BUYER) Total Buyer's Prepays/Recurring Costs		*****
5	ALTA Insurance Rider	(Based on the Loan Amount)	
6	Recording Service	(\$14 1st Page; \$1 Each Additional Page - Max \$40 - Split)	
7	Escrow Service	Escrow Fee + \$60 Courier Fee - Usually Split	
8	Document Control Fee	(Paid for Records Management)	
9	HOA Transfer Fee	(Not to Exceed \$150)	
10	Transfer Tax	(Sales Price / \$1000. X \$5.10 / 2)	
11	Appraisal	(Not to Exceed \$350)	
	Total Buyer's Closing/Non-recurring Costs		*****
12	Home Warranty Plan	(Usually \$300 - with Pool/Spa, \$550)	
13	Structural Inspection	(Not to Exceed \$300)	
14	Pest and Dry Rot Inspection	(Usually \$50)	
15	Roof Certification	(Not to Exceed \$250)	
16	Mold Inspection	(Not to Exceed \$400)	
	Total Negotiated/Non-recurring Costs		*****

\$0.00

\$0.00

\$0.00

Loan Fees

GRAND TOTAL

\$0.00

Principal and Interest	
Private Mortgage Insurance(Loan Amount X .00635827/12)	
Insurance (#4 / 14)	
Taxes (#3 / 5)	
Association Fees	
Total Estimated Monthly Payment	\$0.00

Buyer

Buyer

Date

Residential Purchase Agreement Definitions

Acceptance: The expression of intent of a person receiving an offer to be bound by the terms of the offer. Acceptance must be communicated to the person making the offer (offeror, such as a buyer). The communication need not be in writing – it may be a mere nod of the head – but if the offer is in writing and pertains to real property, the acceptance also must be in writing. Silence is usually not sufficient indication of an intent to accept. However, sometimes it is. For example, where a broker has handled many sales for a developer at a 4% commission and the developer offers another property that the broker sells, the broker may be held to have agreed to another 4 percent rate, even though a more reasonable rate in the community might be 6 percent.

Acknowledges: To recognize as genuine or valid; A formal declaration made before a duly authorized officer, usually a notary public, by a person who has signed a document; also, the document itself. An acknowledgment is designed to prevent forged and fraudulently induced documents from taking effect

Actual Damages: Those damages that a court of law will recognize and that are a direct result of a wrong.

Addendum: Additional material attached to and made part of a document. If there is space insufficient to write all the details of a transaction on the sales contract form, the parties will attach an addendum or supplement to the document. The sales contract should incorporate the addendum by referring to it as part of the agreement. The addendum should refer to the sales contract and be dated and signed or initialed by all the parties.

Adjustable rate: A broad term for a loan (mortgage or deed of trust) with rates and terms that can change. Both the Comptroller of the Currency, which regulates national banks, and the Office of Thrift Supervision, which governs federal savings and loan associations, have issued guidelines allowing the issuance of real estate loans having provisions to increase or decrease the rate of interest at certain time intervals within a certain range.

Appraisal: The process of developing and communicating an opinion about a property's value. An appraisal is usually required when real property is sold, financed, condemned, taxed, insured or partitioned. Note that an appraisal is an estimate, not a determination, of value. An appraisal may be in the form of a lengthy written report, a completed preprinted form, a simple letter or even an oral report.

As Is: Words in a contract intended to signify that no guarantees whatsoever are given regarding the subject property and that it is being purchased exactly as it is found. An "as-is" indicator is intended to be a disclaimer of warranties or representations. The recent trend in the courts to favor consumers tends to prevent sellers from using as-is wording in a contract to shield themselves from possible fraud charges brought on by neglecting to disclose known material defects in the property.

Assignment: To appoint to a post or a duty. An assignment is the transfer of the right, title and interest in the property of one person to another. There are assignments of, among other things, mortgages, sales contracts, contracts for deed, leases and options. Most contracts consist of rights and duties. Unless they are personal, duties can normally be delegated or assigned. For example, a listing contract creating an agency relationship is personal in nature and, therefore, the listing broker cannot assign the contract to another broker without the principal's consent.

Beneficiaries: A person who received benefits from the gifts or acts of another, as in the case of one designated to receive the proceeds from a will, insurance policy, or trust; the real owner, as opposed to the trustee, who holds only legal title. With a trust, the trustee holds the legal title, but the beneficiary enjoys the benefits of ownership.

Binding: Purchaser's good faith and intention to complete the transaction. A binder is an agreement formed by the receipt of an earnest money deposit for the purchase of real property as evidence of the purchaser's good faith and intention to complete the transaction.

Buyer: Party which acquires, or agrees to acquire, ownership (in case of goods), or benefit or usage (in case of services), in exchange for money or other consideration under a contract of sale.

Cancellation: The act or an instance of canceling. A cancellation clause is a clause that may be included in a commercial or industrial lease granting the lessor or the lessee the right to terminate the lease term upon the happening of certain stated events or occurrences by the payment from one party to the other of definite amounts of money as consideration.

Conditions: Contingencies, qualifications or occurrences upon which an estate or property right would be gained or lost. Conditions may be either precedent or subsequent.

Contingent: Dependent on or conditioned by something else; happening by chance or unforeseen causes; A contingency is a provision in a contract that requires the completion of a certain act or the happening of a particular event before that contract is binding. Often a buyer will submit an offer to purchase contingent on obtaining financing or rezoning. In such a case, the seller should be sure the contingency is specifically detailed and unambiguous and that there is a definite cutoff date; otherwise the buyer could tie up the seller's property indefinitely while attempting to get financing or rezoning. A party may waive any contingency clause that was inserted for his or her benefit.

Conventional: Conforms to accepted standards. A conventional loan is a loan made with real estate as security and not involving government participation in the form of insuring (FHA) or guaranteeing (VA) the loan. The mortgagee can be an institutional lender or a private party.

Corporation: A legal entity created under state law, consisting of an association of one or more individuals but regarded under the law as having an existence and personality separate from such individuals.

Counteroffer: a return offer made by one who has rejected an offer; A new offer made in response to an offer received from an offeror. A counteroffer has the effect of rejecting the original offer, which cannot thereafter be accepted unless revived by the offeror's repeating it.

Credit Report: A report detailing the credit history of a person or business, used to determine creditworthiness. The financial status of commercial or industrial tenants can be checked by consulting a Dun & Bradstreet reference book, a credit reporting agency or a local chamber of commerce or better business bureau.

Deed of Trust: A legal document in which title to property is transferred to a third-party trustee as security for an obligation owed by the trustor (borrower) to the beneficiary (lender). Also called a trust deed. A deed of trust is similar to a mortgage – the main difference is that it involves three parties. When

a borrower repays the note secured by a deed of trust, the trustee must reconvey title back to the borrower by way of a deed of reconveyance, which is also called a release deed.

Defaults: The nonperformance of a duty or obligation that is part of a contract. The most common occurrence of default on the part of a buyer or lessee is nonpayment of money when due. A default is normally a breach of contract, and the nondefaulting party can seek legal remedies to recover any loss. Defaults in long-term leases or contracts for deed other than nonpayment might be failure to renew insurance policies, failure to pay real estate taxes, damage to the property and so forth.

Deposit: Money offered by a prospective buyer as an indication of good faith in entering into a contract to purchase; earnest money; security for the buyer's performance of a contract. An earnest money deposit is not necessary to create a valid purchase contract because the mutual promises of the parties to buy and to sell are sufficient consideration to enforce the contract.

Down Payment: The amount of cash a purchaser will pay at the time of purchase. Even though down payment usually includes the earnest money deposit, the terms are not synonymous. Earnest money is applied toward the total amount of cash down payment due at the closing.

Due Diligence: A fair, proper and due degree of care and activity. An expressed or implied requirement in certain real estate contracts stating that a person use good-faith efforts to perform obligations under a contract. A buyer who makes an offer contingent on obtaining financing must use due diligence in seeking such financing.

Earnest Money Receipt: The cash deposit paid by the prospective buyer of real property as evidence of good-faith intention to complete the transaction. The amount of earnest money deposited rarely exceeds 10 percent of the purchase price, and its primary purpose is to serve as a source of payment of damages should the buyer default.

Encumbrances: Any claim, lien, charge or liability attached to and binding on real property that may lessen its value or burden, obstruct or impair the use of a property but not necessarily prevent transfer of title.

Enforce: To carry out effectively.

Escrow: The process by which money and/or documents are held by a disinterested third person until satisfaction of the terms and conditions of the escrow instructions has been achieved. Once these terms have been satisfied, delivery and transfer of the escrowed funds and documents takes place. Although in some states a real estate broker is authorized to handle escrow functions, the common practice is to employ the services of a licensed escrow company, title company or lending institution.

Estate: The degree, quantity, nature and extent of ownership interest that a person has in real property. One's legal interest or rights, not the physical quantity of land. To be an estate, an interest must be one that is possessory and whose ownership is measured in terms of duration. A freehold estate (a fee simple or a life estate) is an interest in land for an uncertain duration. All other interests are less than freehold and include leasehold interests, such as an estate for years or an estate at will.

Execute: The act of making a document legally valid, such as formalizing a contract by signing, or acknowledging and delivering a deed. In some cases, execution of a document may refer solely to the act of signing; in other cases it may refer to complete performance of the document's terms.

Federal Fair Housing: Law that makes discrimination based on race, color, sex, familial status, handicap, religion or national origin illegal in connection with the sale or rental of most dwellings.

FHA: A federal agency established to encourage improvement in housing standards and conditions, to provide an adequate home-financing system through the insurance of housing mortgages and credit and to exert a stabilizing influence on the mortgage market.

Fixed rate: Having the same rate of interest for the life of the loan.

Fixtures: An article (such as a stove, bookcase or track lighting) that was once personal property but has been so affixed to real estate that it has become real property.

Flood Zone: Geographic areas that the FEMA has defined according to varying levels of flood risk.

Fungal: Of, relating to, or having the characteristics of fungi

Heirs: Recipients of an inheritance from a deceased owner. A person who inherits under a will or a person who succeeds to property by the state laws of descent if the decedent dies without a will (intestate). State probate codes (laws of descent and distribution) set up the method of determining heirs for distributing an intestate decedent's real property.

Inspection: A visit to and review of particular premises. A purchaser should always inspect the property before closing. Because possession of property gives constructive notice of any claims of ownership, an inspection is an important step in discovering any possible claims by others. An inspection might also reveal any encroachments or unrecorded easements.

Interest: The sum paid or accrued in return for the use of money. Usually stated in terms of an annual rate, although the parties may not always call this payment interest, because it may be disguised in the form of points or mortgage prepayment penalties. Interest on a promissory note is usually charged and due in arrears at the end of each payment period.

IRS: An agency that issues its own regulations interpreting the body of statutes codifying the federal tax laws.

Lead-Based Paint Disclosure: The law requires disclosure of any lead tests and/or the possibility of the presence of lead-based paint. A notice concerning the risks of lead poisoning that must be given to purchasers of housing constructed prior to 1978.

Lender: To let out (money) for temporary use on the condition of repayment with interest.

Liable: Legal responsibility for an act.

Liquidated Damages: An amount predetermined by the parties to an agreement as the total amount of compensation an injured party should receive if the other party breaches a specified part of the contract. Often in building contracts the parties anticipate the possibility of a breach (for example, a delay in completion by a set date) and specify in the contract the amount of the damages to be paid in the event of the breach. To be enforceable, the liquidated damages clause must set forth an amount that bears a reasonable relationship to the actual damages as estimated by the parties; otherwise, the court will treat the amount as a penalty for failure to perform.

Litigation: Ultimate legal method for settling controversies or disputes between and among persons, organizations, and the State. In litigation process, a case (called suit or lawsuit) is brought before a court of law suitably empowered (having the jurisdiction) to hear the case, by the parties involved (the litigants) for resolution (the judgment).

Loan: Money lent at interest. A loan commitment is a written pledge by a lender to lend a certain amount of money to a qualified borrower on a particular piece of real estate for a specified time under specific terms. It may be a conditional or qualified commitment, or it may be a firm commitment.

Mediation: An alternative process of dispute resolution in which an independent third party works with two disputing parties to help them resolve their differences. If successful, the mediation should be reduced to an enforceable written agreement. If mediation is not successful, the next step often is binding arbitration.

Methamphetamine: An amine $C_{10}H_{15}N$ used medically in the form of its crystalline hydrochloride especially in the treatment of obesity and often used illicitly as a stimulant

MIP: An annual premium amounting to one-half percent of the loan balance each year paid by the borrower.

Misconduct: Intentional wrongdoing.

Negligence: The failure to use ordinary or reasonable care under the circumstances.

Nonresident: Not residing in a particular place.

Offer: to present for acceptance or rejection; A promise by one party to act or perform in a specified manner, provided the other party acts or performs in the manner requested. An offer demonstrates an intention to enter into a contract, as opposed to merely inviting offers from others, as with a listing contract. An offer creates the power of acceptance in the other party. The sales contract transmits to the seller a prospective buyer's offer to purchase the seller's property. All offers should be dated. This is especially important if an offer does not contain a specific expiration date.

Partnership: An association of two or more persons who carry on a business for profit as co-owners. Under this act, a partnership can hold title to real property in the name of the partnership, holding by tenancy in partnership. Before the act, many partnerships vested the title to property in a trustee of a land trust so as to avoid problems with the spouses of the partners claiming a marital interest in the partnership property.

Personal Property: Things that are tangible and movable; property that is not classified as real property, such as chattels. Title to personal property is transferred by way of a bill of sale, as contrasted with a deed for real property. A tree is real property while it is rooted in the ground, but when severed it is transformed into personal property.

Possession: The act of either actually or constructively possessing or occupying property. Possession imparts constructive notice that the party in possession may have certain rights. Therefore, when someone is in possession of property under a claim of ownership and a buyer purchases the property from the

owner of record, the purchaser for value is not protected under the recording laws, in that possession imparts constructive notice in much the same way as does the recording of a deed.

Pre-approval: An act or instance of approving prior to

Promissory Note: An unconditional written promise of one person to pay a certain sum of money to another, or order, or bearer, at a future specified time. The words *or order* or *or bearer* are important to make the instrument negotiable, because these words enable the instrument to be endorsed and transferred. If it is negotiable, the maker should be sure to execute and sign only one note and not any copies. The maker usually initials any copies.

Pro-rations: To divide or distribute proportionately expenses such as rent, insurance and the like and are paid in advance. Some expenses, however, such as real property taxes and interest on a mortgage, are paid in arrears. Upon closing a real estate transaction, these various expenses are prorated between the buyer and the seller to ensure that each is responsible for the operating expenses of the property during his or her ownership.

Provision: a measure taken beforehand to deal with a need or contingency

Purchase Agreement: A contract for the purchase and sale of real property in which the buyer agrees to purchase for a certain price and the seller agrees to convey title by way of a deed or an assignment of lease. In addition to binding the parties to the purchase and sale of the property during the period of time required to close the transaction, the contract frequently serves as the initial directions to the closing agent or escrow company to process the mechanics of the transaction.

Qualifying: To invest with legal capacity. Meet the required standard. Qualification is the process of reviewing a prospective borrower's credit and payment capacity before approving a loan.

Representation: The action or fact of one person standing for another so as to have the rights and obligations of the person.

Residential: Restricted to or occupied by residences.

Seller: One that offers for sell

Septic: A sewage settling tank in which part of the sewage is converted into gas and liquids before the remaining waste is discharged by gravity into a leaching bed underground.

Terminate: To bring to an end; to form the conclusion of.

Termite: any of numerous pale-colored soft-bodied social insects that live in colonies consisting usually of winged sexual forms, wingless sterile workers, and soldiers, feed on wood, and include some which are very destructive to wooden structures and trees

Title Insurance: A comprehensive indemnity contract under which a title insurance company warrants to make good a loss arising through defects in title to real estate or any liens or encumbrances thereon.

Title: The right to or ownership of land.

Transfer Tax: State tax imposed on the transfer or conveyance of realty or any realty interest by means of deed, lease, sublease, assignment, contract for deed or similar instrument.

Trust: An arrangement whereby legal title to property is transferred by the grantor (or trustor) to a person called a trustee, to be held and managed by that person for the benefit of another, called a beneficiary.

VA: Veterans Administration

Walk-Through: A final inspection of a property just before closing.

Items to consider when evaluating the residential purchase contract –

The following information should be considered when evaluating the Generic Residential Purchase agreement. It is understood that this contract is available to licensees who belong to the Greater Las Vegas Association of Realtors. That said, the nexus of this contract is similar to the majority of purchase contracts used in Nevada and therefore it is being used as an example.

1. In regards to paragraph 1 (A), all monies given are deposits. Upon the written agreement and acknowledgement of contract, deposits become earnest money which will be put into an escrow account within 3 business days. **Escrow to release the earnest money only when both buyer and seller agree to do so in writing.**
2. In regards to paragraph 1 (C), if buyer is obtaining loan, this agreement is contingent upon final loan funding.
3. In regards to paragraph 2 (A), if buyer is obtaining loan, buyer has underwritten pre approval and a letter is attached to this contract.
4. In regards to paragraph 2 (B), if buyer is buying with cash, proof of funds is attached to this contract.
5. In regards to paragraph 5 (A), the escrow officer is _____. The escrow company is (Insert title company here)
The escrow contact information is as follows: (Insert escrow officer contact here)
6. In regards to 7 (E), all built-in appliances, electrical, plumbing, heating and cooling systems will be in working order and free of leaks. All broken or cracked glass and window seals will be replaced. Existing window and door screens that are damaged will be repaired. Seller agrees to deliver the realty free of all debris and personal belongings removed.
7. In regards to paragraph 7 (F), seller to contribute \$ _____ towards buyer's costs associated with purchasing the realty including any and all recurring fees, non recurring fees, loan fees, prorated items, inspections, appraisals, document control fees and miscellaneous closing fees. Regarding paragraph 7 (C) & (D), though specific inspections and certifications may have not been noted within these sections, buyer retains the right to pay for and complete any and all inspections and certifications deemed necessary by the buyer during the due diligence period. Buyer retains the right to terminate this agreement should said inspections yield information that is unacceptable by the buyer.
8. In regards to paragraph 11 (A), buyer's due diligence period to start once listing agent confirms in writing that the power, gas, and water are turned on at the address of the real property being purchased. Failing to have all utilities on during said due diligence period will require the seller to pay an additional inspection fee of \$150.

9. In regards to paragraph 12, seller must completely vacate the premises by 7AM on the day of closing. Final walk through must be done by buyer(s)/licensed inspector if a final walk through is required. All utilities must be on at close of escrow to complete the inspection or closing can be postponed and the seller must pay an additional \$150 inspection fee. Closing will then proceed upon buyer(s)/licensed inspector signing off confirming satisfactory inspection.

10. In regards to paragraph 13, upon recordation of documents, seller/listing agent will give to buyer(s) or buyer(s) agent a minimum of all of the following that are applicable to said property access: 1 main door key, ☐ garage door remote opener, ☐ gate opener, ☐ mailbox key, ☐ pool, and ☐ club house key. Seller is charged an additional fee of \$150 per day for every day that these items are not supplied.

11. ☐ (If Marked) Seller agrees to discontinue marketing the property for sale and to forego all back up offers until the end of this escrow.

12. Delete #17A, #19 & #20 – This item is no longer applicable or part of the contract

13. Buyer is aware of NRS 40.770 – All Nevada Revised Statutes can be reviewed online at: www.Leg.State.NV.US

14. Additional Amendments:

The purchase agreement is contingent on Preliminary Title Report, Inspections, HOA and Appraisal all of which are to be completed within due diligence period.

Any work that needs to be done or have been done to the home is only acceptable by a licensed contractor with a receipt of payment that the work is complete.

Missing Sections and terms within the contract

Nevada requires all commissions to be present within a contract. You may not like disclosing the dollar amount of the commissions but if you want the commissions section of the contract to hold up in a court of law, you better make sure the exact dollar amount is disclosed. This includes doc fees, bonuses or any other fee paid to the brokerage for any reason. See NRS 645.252 (Section B)

NRS 645.252 Duties of licensee acting as agent in real estate transaction. A licensee who acts as an agent in a real estate transaction:

1. Shall disclose to each party to the real estate transaction as soon as is practicable:

(a) Any material and relevant facts, data or information which he knows, or which by the exercise of reasonable care and diligence he should have known, relating to the property which is the subject of the transaction.

(b) Each source from which he will receive compensation as a result of the transaction.

(c) That he is a principal to the transaction or has an interest in a principal to the transaction.

(d) Except as otherwise provided in NRS 645.253, that he is acting for more than one party to the transaction. If a licensee makes such a disclosure, he must obtain the written consent of each party to the transaction for whom he is acting before he may continue to act in his capacity as an agent. The written consent must include:

(1) A description of the real estate transaction.

- (2) A statement that the licensee is acting for two or more parties to the transaction who have adverse interests and that in acting for these parties, the licensee has a conflict of interest.
 - (3) A statement that the licensee will not disclose any confidential information for 1 year after the revocation or termination of any brokerage agreement entered into with a party to the transaction, unless he is required to do so by a court of competent jurisdiction or he is given written permission to do so by that party.
 - (4) A statement that a party is not required to consent to the licensee acting on his behalf.
 - (5) A statement that the party is giving his consent without coercion and understands the terms of the consent given.
 - (e) Any changes in his relationship to a party to the transaction.
 - 2. Shall exercise reasonable skill and care with respect to all parties to the real estate transaction.
 - 3. Shall provide to each party to the real estate transaction the appropriate form prepared by the Division pursuant to NRS 645.193.
 - 4. Unless otherwise agreed upon in writing, owes no duty to:
 - (a) Independently verify the accuracy of a statement made by an inspector certified pursuant to chapter 645D of NRS or another appropriate licensed or certified expert.
 - (b) Conduct an independent inspection of the financial condition of a party to a real estate transaction.
- (Added to NRS by 1995, 2072; A 2001, 2892)

Property Disclosures

Many purchase agreements are including the required pest, construction defect, insurance, water damage, mold disclosure, property disclosure, community association and any other disclosure that would be required to complete the sale activity of the property. This system of “all inclusive” contract is the best way to date, to complete the purchase agreement with very little loose strings. Have any and all disclosures completed by your seller at the time of listing and or at the time of purchase agreement acceptance.

To comply with Nevada law, it is suggested that the sellers real property disclosure form be completed and delivered to the buyer at the time of offer acceptance.

☐ Other Laws that could be applicable to the acceptance of the purchase agreement:

Section 10 of 645.630

NRS 645.630 Grounds and penalties for disciplinary action against licensees: Acts relating to fraud; failing to maintain brokerage agreements for review and audit; mishandling of money belonging to others; interference with contract. The commission may require a licensee, property manager or owner-developer to pay an administrative fine of not more than \$5,000 for each violation he commits or suspend, revoke, deny the renewal of or place conditions upon his license, permit or registration, or impose any combination of those actions, at any time if the licensee, property-manager or owner-developer has, by false or fraudulent representation, obtained a license, permit or registration, or the licensee, property manager or owner-developer, whether or not acting as such, is found guilty of:

- 1. Making any material misrepresentation.
- 2. Making any false promises of a character likely to influence, persuade or induce.
- 3. Accepting a commission or valuable consideration as a real estate broker-salesman or salesman for the performance of any of the acts specified in this chapter or chapter 119 or 119A of NRS from any person except the licensed real estate broker with whom he is associated or the owner-developer by whom he is employed.

4. Representing or attempting to represent a real estate broker other than the broker with whom he is associated, without the express knowledge and consent of the broker with whom he is associated.
5. Failing to maintain, for review and audit by the division, each brokerage agreement governed by the provisions of this chapter and entered into by the licensee.
6. Failing, within a reasonable time, to account for or to remit any money which comes into his possession and which belongs to others.
7. If he is required to maintain a trust account:
 - (a) Failing to balance the trust account at least monthly; and
 - (b) Failing to submit to the division an annual accounting of the trust account as required in NRS 645.310.
8. Commingling the money or other property of his clients with his own or converting the money of others to his own use.
9. In the case of a broker-salesman or salesman, failing to place in the custody of his licensed broker or owner-developer, as soon as possible, any deposit or other money or consideration entrusted to him by any person dealing with him as the representative of his licensed broker.
- 10. Accepting other than cash as earnest money unless that fact is communicated to the owner before his acceptance of the offer to purchase and that fact is shown in the receipt for the earnest money.***
- 11. Upon acceptance of an agreement, in the case of a broker, failing to deposit any check or cash received as earnest money before the end of the next banking day unless otherwise provided in the purchase agreement.***
12. Inducing any party to a brokerage agreement, sale or lease to break it in order to substitute a new brokerage agreement, agreement of sale or lease with the same or another party if the inducement to make the substitution is offered to secure personal gain to the licensee or owner-developer.

If discipline is imposed pursuant to this section, the costs of the proceeding, including investigative costs and attorney's fees, may be recovered by the board.

[Part 20:150:1947; 1943 NCL § 6396.20]—(NRS A 1957, 338; 1963, 332; 1965, 1407; 1971, 248; 1975, 1551; 1979, 1549; 1981, 1612; 1983, 222; 1985, 1268; 1993, 890; 1995, 2076; 1997, 959; 2001, 522)

NRS 645.635 Grounds for disciplinary action against licensees: Acts relating to offer of real estate for sale or lease without knowledge and consent of owner; failure to deliver copy of purchase agreement; other acts. The commission may take action pursuant to NRS 645.630 against any person subject to that section who is guilty of:

1. Offering real estate for sale or lease without the knowledge and consent of the owner or his authorized agent or on terms other than those authorized by the owner or his authorized agent.
2. Negotiating a sale, exchange or lease of real estate directly with a client if he knows that the client has a brokerage agreement in force in connection with the property granting an exclusive agency or an exclusive right to sell to another broker, unless permission in writing has been obtained from the other broker.

3. Failure to deliver within a reasonable time a completed copy of any purchase agreement or offer to buy or sell real estate to the purchaser or to the seller.

4. Failure to deliver to the seller in each real estate transaction, within 10 business days after the transaction is closed, a complete, detailed closing statement showing all of the receipts and disbursements handled by him for the seller, failure to deliver to the buyer a complete statement showing all money received in the transaction from the buyer and how and for what it was disbursed, or failure to retain true copies of those statements in his files. The furnishing of those statements by an escrow holder relieves the broker's, broker-salesman's or salesman's responsibility and must be deemed to be compliance with this provision.

5. Representing to any lender, guaranteeing agency or any other interested party, verbally or through the preparation of false documents, an amount in excess of the actual sale price of the real estate or terms differing from those actually agreed upon.

6. Failure to produce any document, book or record in his possession or under his control, concerning any real estate transaction under investigation by the division.

7. Failure to reduce a bona fide offer to writing where a proposed purchaser requests that it be submitted in writing.

8. Failure to submit all written bona fide offers to a seller when the offers are received before the seller accepts an offer in writing and until the broker has knowledge of that acceptance.

9. Refusing because of race, color, national origin, sex or ethnic group to show, sell or rent any real estate for sale or rent to qualified purchasers or renters.

10. Knowingly submitting any false or fraudulent appraisal to any financial institution or other interested person.

(Added to NRS by 1979, 1533; A 1985, 1270; 1995, 2077; 2001, 2895)

Example RPA's



RESIDENTIAL PURCHASE AGREEMENT

(Joint Escrow Instructions)

Date: _____
 _____ ("Buyer"), hereby offers to purchase
 _____ ("Property"), within the
 city or unincorporated area of _____, County of _____, State of Nevada,
 Zip _____, A.P.N. # _____ for the purchase price of \$ _____
 (_____ dollars) ("Purchase Price") on the terms and conditions
 contained herein: BUYER ☐ does -OR- ☐ does not intend to occupy the Property as a residence.

Buyer's Offer

1. FINANCIAL TERMS & CONDITIONS:

- \$ _____ A. **EARNEST MONEY DEPOSIT ("EMD")** is ☐ presented with this offer -OR- ☐ _____. Upon Acceptance, Earnest Money to be deposited within one (1) business day from acceptance of offer (as defined in Section 23 herein) -OR- _____ business days if wired to: ☐ Escrow Holder, ☐ Buyer's Broker's Trust Account, -OR- ☐ Seller's Broker's Trust Account. (NOTE: It is a felony in the State of Nevada—punishable by up to four years in prison and a \$5,000 fine—to write a check for which there are insufficient funds. NRS 193.130(2)(d).)
- \$ _____ B. **ADDITIONAL DEPOSIT** to be placed in escrow on or before (date) _____. The additional deposit ☐ will -OR- ☐ will not be considered part of the EMD. (Any conditions on the additional deposit should be set forth in Section 28 herein.)
- \$ _____ C. **THIS AGREEMENT IS CONTINGENT UPON BUYER QUALIFYING FOR A NEW LOAN:**
☐ Conventional, ☐ FHA, ☐ VA, ☐ Other (specify) _____.
- \$ _____ D. **THIS AGREEMENT IS CONTINGENT UPON BUYER QUALIFYING TO ASSUME THE FOLLOWING EXISTING LOAN(S):**
☐ Conventional, ☐ FHA, ☐ VA, ☐ Other (specify) _____.
 Interest: ☐ Fixed rate, _____ years - OR - ☐ Adjustable Rate, _____ years. Seller further agrees to provide the Promissory Note and the most recent monthly statement of all loans to be assumed by Buyer within FIVE (5) calendar days of acceptance of offer.
- \$ _____ E. **BUYER TO EXECUTE A PROMISSORY NOTE SECURED BY DEED OF TRUST PER TERMS IN THE "FINANCING ADDENDUM"** which is attached hereto.
- \$ _____ F. **BALANCE OF PURCHASE PRICE** (Balance of Down Payment) in Good Funds to be paid prior to Close of Escrow ("COE").
- \$ _____ G. **TOTAL PURCHASE PRICE.** (This price DOES NOT include closing costs, prorations, or other fees and costs associated with the purchase of the Property as defined herein.)

THIS SPACE INTENTIONALLY LEFT BLANK

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: _____

BUYER(S) INITIALS: _____/_____

Property Address: _____

SELLER(S) INITIALS: _____/_____

2. **ADDITIONAL FINANCIAL TERMS & CONTINGENCIES:**

A. **NEW LOAN APPLICATION:** Within ____ business days of Acceptance, Buyer agrees to (1) submit a completed loan application to a lender of Buyer's choice and (2) furnish a preapproval letter to Seller based upon a standard factual credit report and review of debt to income ratios. If Buyer fails to complete any of these conditions within the applicable time frame, Seller reserves the right to terminate this Agreement. In such event, both parties agree to cancel the escrow and return EMD to Buyer. Buyer shall use Buyer's best efforts to obtain financing under the terms and conditions outlined in this Agreement.

B. **APPRAISAL CONTINGENCY:** Buyer's obligation to purchase the property is contingent upon the property appraising for not less than the Purchase Price. If after the completion of an appraisal by a licensed appraiser, Buyer receives written notice from the lender or the appraiser that the Property has appraised for less than the purchase price (a "Notice of Appraised Value") Buyer may attempt to renegotiate or cancel the RPA by providing written notice to the Seller (with a copy of the Appraisal) no later than ____ calendar days following the date of Acceptance of the RPA; whereupon the EMD shall be released to the Buyer without the requirement of written authorization from Seller. **IF this Residential Purchase Agreement is not cancelled, in writing on or before the Appraisal Deadline, Buyer shall be deemed to have waived the appraisal contingency.**

C. **LOAN CONTINGENCY:** Buyer's obligation to purchase the property is contingent upon Buyer obtaining the loan referenced in Section 1(C) or 1(D) of the RPA unless otherwise agreed in writing. Buyer shall remove the loan contingency in writing, attempt to renegotiate, or cancel the RPA by providing written notice to the Seller no later than ____ calendar days following the date of Acceptance of the RPA; whereupon the EMD shall be released to the Buyer without the requirement of written authorization from Seller. **IF this Residential Purchase Agreement is not cancelled, in writing on or before the Loan Contingency Deadline, Buyer shall be deemed to have waived the loan contingency.**

D. **CASH PURCHASE:** Within ____ business days of Acceptance, Buyer agrees to provide written evidence from a bona fide financial institution of sufficient cash available to complete this purchase. If Buyer does not submit the written evidence within the above period, Seller reserves the right to terminate this Agreement.

3. **SALE OF OTHER PROPERTY:**

A. This Agreement is NOT contingent upon the sale of any property owned by the Buyer. -OR-

B. ☐ (if checked): The attached Contingent Upon Sale Addendum is hereby incorporated into this agreement.

4. **FIXTURES AND PERSONAL PROPERTY:** The following items will be transferred, free of liens, with the sale of the Property with no real value unless stated otherwise herein. Unless an item is covered under Section 7(F) of this Agreement, all items are transferred in an "AS IS" condition. All EXISTING fixtures and fittings including, but not limited to: electrical, mechanical, lighting, plumbing and heating fixtures, ceiling fan(s), fireplace insert(s), gas logs and grates, solar power system(s), built-in appliance(s) including ranges/ovens, window and door screens, awnings, shutters, window coverings, attached floor covering(s), television antenna(s), satellite dish(es), private integrated telephone systems, air coolers/conditioner(s), pool/spa equipment, garage door opener(s)/remote control(s), mailbox, in-ground landscaping, trees/shrub(s), water softener(s), water purifiers, security systems/alarm(s);

The following additional items of personal property: _____

5. **ESCROW:**

A. **OPENING OF ESCROW:** The purchase of the Property shall be consummated through Escrow ("Escrow"). Opening of Escrow shall take place by the end of one (1) business day after Acceptance of this Agreement ("Opening of Escrow"), at _____ title or escrow company ("Escrow Company" or "ESCROW HOLDER") with _____ ("Escrow Officer") (or such other escrow officer as Escrow Company may assign). Opening of Escrow shall occur upon Escrow Company's receipt of this fully accepted Agreement. ESCROW HOLDER is instructed to notify the Parties (through their respective Agents) of the opening date and the Escrow Number.

B. **EARNEST MONEY:** Upon Acceptance, Buyer's EMD as shown in Section 1(A), and 1(B) if applicable, of this Agreement, shall be deposited pursuant to the language in Section 1(A) and 1(B) if applicable.

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: _____

BUYER(S) INITIALS: _____ / _____

Property Address: _____

SELLER(S) INITIALS: _____ / _____

1
2 **C. CLOSE OF ESCROW:** Close of Escrow ("COE") shall be on or before:
3 _____ (date). If the designated date falls on a weekend or holiday, COE shall be the next business
4 day.
5

6 **D. IRS DISCLOSURE:** Seller is hereby made aware that there is a regulation that requires all ESCROW
7 HOLDERS to complete a modified 1099 form, based upon specific information known only between parties in this transaction
8 and the ESCROW HOLDER. Seller is also made aware that ESCROW HOLDER is required by federal law to provide this
9 information to the Internal Revenue Service after COE in the manner prescribed by federal law.
10

11 **6. TITLE INSURANCE:** This Purchase Agreement is contingent upon the Seller's ability to deliver, good and
12 marketable title as evidenced by a policy of title insurance, naming Buyer as the insured in an amount equal to the purchase
13 price, furnished by the title company identified in Section 5(A). Said policy shall be in the form necessary to effectuate
14 marketable title or its equivalent and shall be paid for as set forth in Section 8(A).
15

16 **7. BUYER'S DUE DILIGENCE:** Buyer's obligation is ____ is not ____ conditioned on the Buyer's Due Diligence as
17 defined in this section 7(A) below. This condition is referred to as the "Due Diligence Condition" if checked in the affirmative,
18 Sections 7 (A) through (C) shall apply; otherwise they do not. Buyer shall have _____ calendar days following the date of
19 Acceptance of the RPA (as defined in Section 23 herein) to complete Buyer's Due Diligence. Seller agrees to cooperate with
20 Buyer's Due Diligence. Seller shall ensure that all necessary utilities (gas, power and water) and all operable pilot lights
21 are on for Buyer's investigations and through the close of escrow.
22

23 **A. PROPERTY INSPECTION/CONDITION:** During the Due Diligence Period, Buyer shall take such
24 action as Buyer deems necessary to determine whether the Property is satisfactory to Buyer including, but not limited to,
25 whether the Property is insurable to Buyer's satisfaction, whether there are unsatisfactory conditions surrounding or otherwise
26 affecting the Property (such as location of flood zones, airport noise, noxious fumes or odors, environmental substances or
27 hazards, whether the Property is properly zoned, locality to freeways, railroads, places of worship, schools, golf courses, etc.)
28 or any other concerns Buyer may have related to the Property. During such Period, Buyer shall have the right to conduct, non-
29 invasive/ non-destructive inspections of all structural, roofing, mechanical, electrical, plumbing, heating/air conditioning,
30 water/well/septic, pool/spa, survey, square footage, and any other property or systems, through licensed and bonded contractors
31 or other qualified professionals. Seller agrees to provide reasonable access to the Property to Buyer and Buyer's inspectors.
32 Buyer agrees to indemnify and hold Seller harmless with respect to any injuries suffered by Buyer or third parties present at
33 Buyer's request while on Seller's Property conducting such inspections, tests or walk-throughs. Buyer's indemnity shall not
34 apply to any injuries suffered by Buyer or third parties present at Buyer's request that are the result of an intentional tort, gross
35 negligence or any misconduct or omission by Seller, Seller's Agent or other third parties on the Property. Buyer is advised to
36 consult with appropriate professionals regarding neighborhood or Property conditions, including but not limited to: schools;
37 proximity and adequacy of law enforcement; proximity to commercial, industrial, or agricultural activities; crime statistics; fire
38 protection; other governmental services; existing and proposed transportation; construction and development; noise or odor
39 from any source; and other nuisances, hazards or circumstances. If Buyer cancels this Agreement due to a specific inspection
40 report, Buyer shall provide Seller at the time of cancellation with a copy of the report containing the name, address, and
41 telephone number of the inspector.
42

43 **B. BUYER'S RIGHT TO CANCEL OR RESOLVE OBJECTIONS:** If Buyer determines, in Buyer's sole
44 discretion, that the results of the Due Diligence are unacceptable, Buyer may either: (i) no later than the Due Diligence
45 Deadline referenced in Section 7, cancel the Residential Purchase Agreement by providing written notice to the Seller,
46 whereupon the Earnest Money Deposit referenced in Section 1(A) shall be released to the Buyer without the requirement of
47 further written authorization from Seller; or (ii) no later than the Due Diligence Deadline referenced in Section 7, resolve in
48 writing with Seller any objections Buyer has arising from Buyer's Due Diligence.
49

50 **C. FAILURE TO CANCEL OR RESOLVE OBJECTIONS:** If Buyer fails to cancel the Residential
51 Purchase Agreement or fails to resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence, as
52 provided in Section 7, Buyer shall be deemed to have waived the Due Diligence Condition.
53

54 _____ Buyer's Initials _____ Buyer's Initials
55

56 **D. INSPECTIONS:** Acceptance of this offer is subject to the following reserved right. Buyer may have the
57 Property inspected and select the licensed contractors, certified building inspectors and/or other qualified professionals who
will inspect the Property. Seller will ensure that necessary utilities (gas, power and water and all operable pilot lights) are

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: _____

BUYER(S) INITIALS: _____/_____

Property Address: _____

SELLER(S) INITIALS: _____/_____

turned on and supplied to the Property within two (2) business days after Acceptance of this Agreement, to remain on until COE. *It is strongly recommended that Buyer retain licensed Nevada professionals to conduct inspections.* If any inspection is not completed and requested repairs are not delivered to Seller within the Due Diligence Period, Buyer is deemed to have waived the right to that inspection and Seller's liability for the cost of all repairs that inspection would have reasonably identified had it been conducted, except as otherwise provided by law. The foregoing expenses for inspections will be paid outside of Escrow unless the Parties present instructions to the contrary prior to COE, along with the applicable invoice.

(Identify which party shall pay for the inspection noted below either: SELLER, BUYER, 50/50, WAIVED or N/A.)

Type	Paid By	Type	Paid By	Type	Paid By
Energy Audit		Fungal Contaminant Inspection		Well Inspection (Quantity)	
Home Inspection		Mechanical Inspection		Well Inspection (Quality)	
Termite/Pest Inspection		Pool/Spa Inspection		Wood-Burning Device/Chimney Inspection	
Roof Inspection		Soils Inspection		Septic Inspection	
Septic Lid Removal		Septic Pumping		Structural Inspection	
Survey (type):		Other:		Other:	

E. CERTIFICATIONS: In the event an inspection reveals areas of concern with the roof, septic system, well, wood burning device/chimney or the possible presence of a fungal contaminant, Buyer reserves the right to require a certification. The expenses for certifications will be paid outside of Escrow unless the Parties present instructions to the contrary prior to COE (along with the applicable invoice). A certification is not a warranty.

F. BUYER'S REQUEST FOR REPAIRS: It is Buyer's responsibility to inspect the Property sufficiently as to satisfy Buyer's use. Buyer reserves the right to request repairs, based upon the Seller's Real Property Disclosure or items which materially affect value or use of the Property revealed by an inspection, certification or appraisal. Items of a general maintenance or cosmetic nature which do not materially affect value or use of the Property, which existed at the time of Acceptance and which are not expressly addressed in this Agreement are deemed accepted by the Buyer, except as otherwise provided in this Agreement. The Brokers herein have no responsibility to assist in the payment of any repair, correction or deferred maintenance on the Property which may have been revealed by the above inspections, agreed upon by the Buyer and Seller or requested by one party.

8. FEES, AND PRORATIONS (Identify which party shall pay the costs noted below either: SELLER, BUYER, 50/50, WAIVED or N/A.)

A. TITLE, ESCROW & APPRAISAL FEES:

Type	Paid By	Type	Paid By	Type	Paid By
Escrow Fees		Lender's Title Policy		Owner's Title Policy	
Real Property Transfer Tax		Appraisal		Other:	

B. PRORATIONS: Any and all rents, taxes, interest, homeowner association fees, trash service fees, payments on bonds, SIDs, LIDs, and assessments assumed by the Buyer, and other expenses of the property shall be prorated as of the date of the recordation of the deed. Security deposits, advance rentals or considerations involving future lease credits shall be credited to the Buyer. All prorations will be based on a 30-day month and will be calculated as of COE. Prorations will be based upon figures available at closing. Any supplementals or adjustments that occur after COE will be handled by the parties outside of Escrow.

C. PRELIMINARY TITLE REPORT: Within ten (10) business days of Opening of Escrow, Title Company shall provide Buyer with a Preliminary Title Report ("PTR") to review, which must be approved or rejected within five (5) business days of receipt thereof. If Buyer does not object to the PTR within the period specified above, the PTR shall be deemed accepted. If Buyer makes an objection to any item(s) contained within the PTR, Seller shall have five (5) business days after receipt of objections to correct or address the objections. If, within the time specified, Seller fails to have each such exception removed or to correct each such objection, Buyer shall have the option to: (a) terminate this Agreement by providing notice to Seller and Escrow Officer, entitling Buyer to a refund of the EMD or (b) elect to accept title to the Property as is. All

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: _____

BUYER(S) INITIALS: _____ / _____

Property Address: _____

SELLER(S) INITIALS: _____ / _____

1 title exceptions approved or deemed accepted are hereafter collectively referred to as the "Permitted Exceptions."

2
3 **D. LENDER AND CLOSING FEES:** In addition to Seller's expenses identified herein, Seller will contribute
4 \$_____ to Buyer's Lender's Fees and/or Buyer's Title and Escrow Fees ☐ including -OR- ☐ excluding
5 costs which Seller must pay pursuant to loan program requirements. Different loan types (e.g., FHA, VA, conventional) have
6 different appraisal and financing requirements, which will affect the parties' rights and costs under this Agreement.

7
8 **E. HOME PROTECTION PLAN:** Buyer and Seller acknowledge that they have been made aware of Home
9 Protection Plans that provide coverage to Buyer after COE. Buyer ☐ waives -OR- ☐ requires a Home Protection Plan with
10 _____, ☐ Seller -OR- ☐ Buyer will pay for the Home Protection
11 Plan at a price not to exceed \$_____. Buyer will order the Home Protection Plan. Neither Seller nor Brokers make
12 any representation as to the extent of coverage or deductibles of such plans.

13
14 **9. TRANSFER OF TITLE:** Upon COE, Buyer shall tender to Seller the agreed upon Purchase Price, and Seller shall
15 tender to Buyer marketable title to the Property free of all encumbrances other than (1) current real property taxes,
16 (2) covenants, conditions and restrictions (CC&R's) and related restrictions, (3) zoning or master plan restrictions and public
17 utility easements; and (4) obligations assumed and encumbrances accepted by Buyer prior to COE. Buyer is advised the
18 Property may be reassessed after COE which may result in a real property tax increase or decrease.

19
20 **10. COMMON-INTEREST COMMUNITIES:** If the Property is subject to a Common Interest Community ("CIC"),
21 Seller shall provide AT SELLER'S EXPENSE the CIC documents as required by NRS 116.4109 (collectively, the "resale
22 package"). Seller shall request the resale package within two (2) business days of Acceptance and provide the same to Buyer
23 within one (1) business day of Seller's receipt thereof.

- 24
25 • Pursuant to NRS 116.4109, Buyer may cancel this Agreement without penalty until midnight of the fifth (5th)
26 calendar day following the date of receipt of the resale package. If Buyer elects to cancel this Agreement pursuant
27 to this statute, he/she must deliver, via hand delivery, prepaid U.S. mail, or electronic transmission, a written notice of
28 cancellation to Seller or his or her authorized agent.
- 29 • If Buyer does not receive the resale package within fifteen (15) calendar days of Acceptance, this Agreement
30 may be cancelled in full by Buyer without penalty. Notice of cancellation shall be delivered pursuant to Section 24
31 of the RPA.
- 32 • Upon such written cancellation, Buyer shall promptly receive a refund of the EMD. The parties agree to execute any
33 documents requested by ESCROW HOLDER to facilitate the refund. If written cancellation is not received within the
34 specified time period, the resale package will be deemed approved. Seller shall pay all outstanding CIC fines or
35 penalties at COE.

36
37 **A. CIC RELATED EXPENSES:** (Identify which party shall pay the costs noted below either: SELLER,
38 BUYER, 50/50, WAIVED or N/A.)

39

Type	Paid By	Type	Paid By	Type	Paid By
CIC Demand		CIC Capital Contribution		CIC Transfer Fees	
Other: _____					

40
41 **11. DISCLOSURES:** Within five (5) calendar days of Acceptance of this Agreement, Seller will provide the
42 following Disclosures and/or documents. Check applicable boxes.

- 43 ☐ Seller Real Property Disclosure Form: (NRS 113.130) ☐ Open Range Disclosure: (NRS 113.065)
- 44 ☐ Construction Defect Claims Disclosure: If Seller has marked "Yes" to Paragraph 1(d) of the
45 Sellers Real Property Disclosure Form (NRS 40.688)
- 46 ☐ Lead-Based Paint Disclosure and Acknowledgment: required if constructed before 1978 (24 CFR 745.113)
- 47 ☐ Other: (list) _____
- 48
49
50

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: _____

BUYER(S) INITIALS: _____/_____

Property Address: _____

SELLER(S) INITIALS: _____/_____

12. **FEDERAL FAIR HOUSING COMPLIANCE AND DISCLOSURES:** All properties are offered without regard to race, color, religion, sex, national origin, age, gender identity or expression, familial status, sexual orientation, ancestry, or handicap and any other current requirements of federal or state fair housing laws.

13. **WALK-THROUGH INSPECTION OF PROPERTY:** Buyer is entitled under this Agreement to a walk-through of the Property within _____ calendar days prior to COE to ensure the Property and all major systems, appliances, heating/cooling, plumbing and electrical systems and mechanical fixtures are as stated in Seller's Real Property Disclosure Statement, and that the Property and improvements are in the same general condition as when this Agreement was Accepted by Seller and Buyer. To facilitate Buyer's walk-through, Seller is responsible for keeping all necessary utilities on, including all operable pilot lights. If any systems cannot be checked by Buyer on walk-through due to non-access or no power/gas/water, then Buyer reserves the right to hold Seller responsible for defects which could not be detected on walk-through because of lack of such access or power/gas/water. The purpose of the walk-through is to confirm (a) the Property is being maintained (b) repairs, if any, have been completed as agreed, and (c) Seller has complied with Seller's other obligations. If Buyer elects not to conduct a walk-through inspection prior to COE, then all systems, items and aspects of the Property are deemed satisfactory, and Buyer releases Seller's liability for costs of any repair that would have reasonably been identified by a walk-through inspection, except as otherwise provided by law.

14. **DELIVERY OF POSSESSION:** Seller shall deliver the Property along with any keys, alarm codes, garage door opener/controls and, if freely transferable, parking permits and gate transponders outside of Escrow, upon COE. Seller agrees to vacate the Property and leave the Property in a neat and orderly, broom-clean condition and tender possession no later than ☐ COE **-OR-** _____. In the event Seller does not vacate the Property by this time, Seller shall be considered a trespasser in addition to Buyer's other legal and equitable remedies. Any personal property left on the Property after the date indicated in this section shall be considered abandoned by Seller.

15. **RISK OF LOSS:** Risk of loss shall be governed by NRS 113.040. This law provides generally that if all or any material part of the Property is destroyed before transfer of legal title or possession, Seller cannot enforce the Agreement and Buyer is entitled to recover any portion of the sale price paid. If legal title or possession has transferred, risk of loss shall shift to Buyer.

16. **ASSIGNMENT OF THIS AGREEMENT:** Unless otherwise stated herein, this Agreement is non-assignable unless agreed upon in writing by all parties.

17. **CANCELLATION OF AGREEMENT:** In the event this Agreement is properly cancelled in accordance with the terms contained herein, then Buyer will be entitled to a refund of the EMD. Neither Buyer nor Seller will be reimbursed for any expenses incurred in conjunction with due diligence, inspections, appraisals or any other matters pertaining to this transaction (unless otherwise provided herein or except as otherwise provided by law).

18. **DEFAULT:**

A. **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 GLVAR. Notwithstanding the foregoing, in the event the Buyer finds it necessary to file a claim for specific performance, this section shall not apply. Each party is encouraged to have an independent lawyer of their choice review this mediation provision before agreeing thereto. By initialing below, the parties confirm that they have read and understand this section and voluntarily agree to the provisions thereof.

BUYER(S) INITIALS: _____ / _____ SELLER(S) INITIALS: _____ / _____

B. **IF SELLER DEFAULTS:** If Seller defaults in performance under this Agreement, Buyer reserves all legal and/or equitable rights (such as specific performance) against Seller, and Buyer may seek to recover Buyer's actual damages incurred by Buyer due to Seller's default.

C. **IF BUYER DEFAULTS:** If Buyer defaults in performance under this Agreement, as Seller's sole legal recourse, Seller may retain, as liquidated damages, the EMD. In this respect, the Parties agree that Seller's actual damages would be difficult to measure and that the EMD is in fact a reasonable estimate of the damages that Seller would suffer as a result of Buyer's default. Seller understands that any additional deposit not considered part of the EMD in Section 1(B) herein will be immediately released by ESCROW HOLDER to Buyer.

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: _____

BUYER(S) INITIALS: _____ / _____

Property Address: _____

SELLER(S) INITIALS: _____ / _____

Instructions to Escrow

19. **ESCROW:** If this Agreement or any matter relating hereto shall become the subject of any litigation or controversy, Buyer and Seller agree, jointly and severally, to hold ESCROW HOLDER free and harmless from any loss or expense, except losses or expenses as may arise from ESCROW HOLDER'S negligence or willful misconduct. If conflicting demands are made or notices served upon ESCROW HOLDER with respect to this Agreement, the parties expressly agree that Escrow is entitled to file a suit in interpleader and obtain an order from the Court authorizing ESCROW HOLDER to deposit all such documents and monies with the Court, and obtain an order from the Court requiring the parties to interplead and litigate their several claims and rights among themselves. Upon the entry of an order authorizing such Interpleader, ESCROW HOLDER shall be fully released and discharged from any obligations imposed upon it by this Agreement; and ESCROW HOLDER shall not be liable for the sufficiency or correctness as to form, manner, execution or validity of any instrument deposited with it, nor as to the identity, authority or rights of any person executing such instrument, nor for failure of Buyer or Seller to comply with any of the provisions of any agreement, contract or other instrument filed with ESCROW HOLDER or referred to herein. ESCROW HOLDER'S duties hereunder shall be limited to the safekeeping of all monies, instruments or other documents received by it as ESCROW HOLDER, and for their disposition in accordance with the terms of this Agreement. In the event an action is instituted in connection with this escrow, in which ESCROW HOLDER is named as a party or is otherwise compelled to make an appearance, all costs, expenses, attorney fees, and judgments ESCROW HOLDER may expend or incur in said action, shall be the responsibility of the parties hereto.

20. **UNCLAIMED FUNDS:** In the event that funds from this transaction remain in an account, held by ESCROW HOLDER, for such a period of time that they are deemed "abandoned" under the provisions of Chapter 120A of the Nevada Revised Statutes, ESCROW HOLDER is hereby authorized to impose a charge upon the dormant escrow account. Said charge shall be no less than \$5.00 per month and may not exceed the highest rate of charge permitted by statute or regulation. ESCROW HOLDER is further authorized and directed to deduct the charge from the dormant escrow account for as long as the funds are held by ESCROW HOLDER.

Brokers

21. **BROKER'S COMPENSATION/FEES:** Buyer herein requires, and Seller agrees, as a condition of this Agreement, that Seller will pay Listing Broker and Buyer's Broker, who becomes by this clause a third party beneficiary to this Agreement, that certain sum and/or percentage of the Purchase Price (commission), that Seller, or Seller's Broker, offered for the procurement of ready, willing and able Buyer via the Multiple Listing Service, any other advertisement or written offer. Seller understands and agrees that if Seller defaults hereunder, Buyer's Broker, as a third-party beneficiary of this Agreement, has the right to pursue all legal recourse against Seller for any commission due. **In addition to any amount due to Buyer's Broker from Seller or Seller's Broker, Buyer ☐ will –OR– ☐ will not pay Buyer's Broker additional compensation in an amount determined between the Buyer and Buyer's Broker.**

22. **WAIVER OF CLAIMS:** Buyer and Seller agree that they are not relying upon any representations made by Brokers or Broker's agent. Buyer acknowledges that at COE, the Property will be sold AS-IS, WHERE-IS without any representations or warranties, unless expressly stated herein. Buyer agrees to satisfy himself/herself, as to the condition of the Property, prior to COE. Buyer acknowledges that any statements of acreage or square footage by Brokers are simply estimates, and Buyer agrees to make such measurements, as Buyer deems necessary, to ascertain actual acreage or square footage. Buyer waives all claims against Brokers or their agents for (a) defects in the Property; (b) inaccurate estimates of acreage or square footage; (c) environmental waste or hazards on the Property; (d) the fact that the Property may be in a flood zone; (e) the Property's proximity to freeways, airports or other nuisances; (f) the zoning of the Property; (g) tax consequences; or (h) factors related to Buyer's failure to conduct walk-throughs or inspections. Buyer assumes full responsibility for the foregoing and agrees to conduct such tests, walk-throughs, inspections and research, as Buyer deems necessary. In any event, Broker's liability is limited, under any and all circumstances, to the amount of that Broker's commission/fee received in this transaction.

Other Matters

23. **DEFINITIONS:** "Acceptance" means the date that both parties have consented to a final, binding contract by affixing their signatures to this Agreement and all counteroffers and said Agreement and all counteroffers have been delivered to both parties pursuant to Section 24 herein. "Agent" means a licensee working under a Broker or licensees working under a

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: _____

BUYER(S) INITIALS: _____ / _____

Property Address: _____

SELLER(S) INITIALS: _____ / _____

1 developer. "Agreement" includes this document as well as all accepted counteroffers and addenda. "Appraisal" means a
2 written appraisal or Notice of Value as required by any lending institution prepared by a licensed or certified professional.
3 "Bona Fide" means genuine. "Buyer" means one or more individuals or the entity that intends to purchase the Property.
4 "Broker" means the Nevada licensed real estate broker listed herein representing Seller and/or Buyer (and all real estate agents
5 associated therewith). "Business Day" excludes Saturdays, Sundays, and legal holidays. "Calendar Day" means a calendar
6 day from/to midnight unless otherwise specified. "CFR" means the Code of Federal Regulations. "CIC" means Common
7 Interest Community (formerly known as "HOA" or homeowners associations). "CIC Capital Contribution" means a one-
8 time non-administrative fee, cost or assessment charged by the CIC upon change of ownership. "CIC Transfer Fees" means
9 the administrative service fee charged by a CIC to transfer ownership records. "Close of Escrow (COE)" means the time of
10 recordation of the deed in Buyer's name. "Default" means the failure of a Party to observe or perform any of its material
11 obligations under this Agreement. "Delivered" means personally delivered to Parties or respective Agents, transmitted by
12 facsimile machine, electronic means, overnight delivery, or mailed by regular mail. "Down Payment" is the Purchase Price
13 less loan amount(s). "EMD" means Buyer's earnest money deposit. "Escrow Holder" means the neutral party that will
14 handle the closing. "FHA" is the U.S. Federal Housing Administration. "GLVAR" means the Greater Las Vegas Association
15 of REALTORS®. "Good Funds" means an acceptable form of payment determined by ESCROW HOLDER in accordance
16 with NRS 645A.171. "IRC" means the Internal Revenue Code (tax code). "LID" means Limited Improvement District.
17 "N/A" means not applicable. "NAC" means Nevada Administrative Code. "NRS" means Nevada Revised Statutes as
18 Amended. "Party" or "Parties" means Buyer and Seller. "PITI" means principal, interest, taxes, and hazard insurance.
19 "PMI" means private mortgage insurance. "PST" means Pacific Standard Time, and includes daylight savings time if in
20 effect on the date specified. "PTR" means Preliminary Title Report. "Property" means the real property and any personal
21 property included in the sale as provided herein. "Receipt" means delivery to the party or the party's agent. "RPA" means
22 Residential Purchase Agreement. "Seller" means one or more individuals or the entity that is the owner of the Property.
23 "SID" means Special Improvement District. "Title Company" means the company that will provide title insurance. "USC" is
24 the United States Code. "VA" is the Veterans Administration.

25
26 **24. SIGNATURES, DELIVERY, AND NOTICES:**

27
28 A. This Agreement may be signed by the parties on more than one copy, which, when taken together, each
29 signed copy shall be read as one complete form. This Agreement (and documents related to any resulting transaction) may be
30 signed by the parties manually or digitally. Facsimile signatures may be accepted as original.

31
32 B. When a Party wishes to provide notice as required in this Agreement, such notice shall be sent regular mail,
33 personal delivery, overnight delivery, by facsimile, and/or by electronic transmission to the Agent for that Party. The
34 notification shall be effective when postmarked, received, faxed, delivery confirmed, and/or read receipt confirmed in the case
35 of email. Delivery of all instruments or documents associated with this Agreement shall be delivered to the Agent for Seller or
36 Buyer if represented. Any cancellation notice shall be contemporaneously delivered to Escrow in the same manner.

37
38 **25. IRC 1031 EXCHANGE:** Seller and/or Buyer may make this transaction part of an IRC 1031 exchange. The party
39 electing to make this transaction part of an IRC 1031 exchange will pay all additional expenses associated therewith, at no cost
40 to the other party. The other party agrees to execute any and all documents necessary to effectuate such an exchange.

41
42 **26. OTHER ESSENTIAL TERMS:** Time is of the essence. No change, modification or amendment of this Agreement
43 shall be valid or binding unless such change, modification or amendment shall be in writing and signed by each party. This
44 Agreement will be binding upon the heirs, beneficiaries and devisees of the parties hereto. This Agreement is executed and
45 intended to be performed in the State of Nevada, and the laws of that state shall govern its interpretation and effect. The parties
46 agree that the county and state in which the Property is located is the appropriate forum for any action relating to this
47 Agreement. Should any party hereto retain counsel for the purpose of initiating litigation to enforce or prevent the breach of
48 any provision hereof, or for any other judicial remedy, then the prevailing party shall be entitled to be reimbursed by the losing
49 party for all costs and expenses incurred thereby, including, but not limited to, reasonable attorney's fees and costs incurred by
50 such prevailing party.

51
52
53 **THIS IS A LEGALLY BINDING CONTRACT. All parties are advised to seek independent legal and tax advice to**
54 **review the terms of this Agreement.**
55
56
57

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: _____

BUYER(S) INITIALS: _____ / _____

Property Address: _____

SELLER(S) INITIALS: _____ / _____

1 THIS FORM HAS BEEN APPROVED BY THE GREATER LAS VEGAS ASSOCIATION OF REALTORS®
2 (GLVAR). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY
3 PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO
4 ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN
5 APPROPRIATE PROFESSIONAL.

6
7 This form is available for use by the real estate industry. It is not intended to identify the user as a REALTOR®.
8 REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL
9 ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

10
11
12 27. ADDENDUM(S) ATTACHED: _____
13 _____

14 28. ADDITIONAL TERMS: _____
15 _____
16 _____
17 _____
18 _____
19 _____
20 _____

Buyer's Acknowledgement of Offer

21
22 Confirmation of Representation: The Buyer is represented in this transaction by:

23
24 Buyer's Broker: _____ Agent's Name: _____
25 Company Name: _____ Agent's License Number: _____
26 Broker's License Number: _____ Office Address: _____
27 Phone: _____ City, State, Zip: _____
28 Fax: _____ Email: _____
29

30 BUYER LICENSEE DISCLOSURE OF INTEREST: Pursuant to NRS 645.252(1)(c), a real estate licensee must disclose if
31 he/she is a principal in a transaction or has an interest in a principal to the transaction. Licensee declares that he/she:

32 ___ DOES NOT have an interest in a principal to the transaction. -OR-

33 ___ DOES have the following interest, direct or indirect, in this transaction: ☐ Principal (Buyer) -OR- ☐ family or firm
34 relationship with Buyer or ownership interest in Buyer (if Buyer is an entity): (specify relationship)
35 _____
36

37 Seller must respond by: _____ (___ AM ___ PM) on (month) _____, (day) ___, (year) _____. Unless this
38 Agreement is accepted, rejected or countered below and delivered to the Buyer's Broker before the above date and
39 time, this offer shall lapse and be of no further force and effect. Upon Acceptance, Buyer agrees to be bound by each
40 provision of this Agreement, and all signed addenda, disclosures, and attachments.
41

42 _____ AM ___ PM
43 Buyer's Signature _____ Buyer's Printed Name _____ Date _____ Time _____

44 _____ AM ___ PM
45 Buyer's Signature _____ Buyer's Printed Name _____ Date _____ Time _____
46
47
48
49
50

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: _____

BUYER(S) INITIALS: _____/_____

Property Address: _____

SELLER(S) INITIALS: _____/_____

Seller's Response

Confirmation of Representation: The Seller is represented in this transaction by:

Seller's Broker: _____	Agent's Name: _____
Company Name: _____	Agent's License Number: _____
Broker's License Number: _____	Office Address: _____
Phone: _____	City, State, Zip: _____
Fax: _____	Email: _____

SELLER LICENSEE DISCLOSURE OF INTEREST: Pursuant to NRS 645.252(1)(c), a real estate licensee must disclose if he/she is a principal in a transaction or has an interest in a principal to the transaction. Licensee declares that he/she:

____ **DOES NOT** have an interest in a principal to the transaction. **-OR-**

____ **DOES** have the following interest, direct or indirect, in this transaction: ☐ Principal (Seller) **-OR-** ☐ family or firm relationship with Seller or ownership interest in Seller (if Seller is an entity): (specify relationship)

FIRPTA: If applicable (as designated in the Seller's Response herein), Seller agrees to complete, sign, and deliver to Buyer's FIRPTA Designee a certificate indicating whether Seller is a foreign person or a nonresident alien pursuant to the Foreign Investment in Real Property Tax Act (FIRPTA). A foreign person is a nonresident alien individual; a foreign corporation not treated as a domestic corporation; or a foreign partnership, trust or estate. A resident alien is not considered a foreign person under FIRPTA. Additional information for determining status may be found at www.irs.gov. Buyer and Seller understand that if Seller is a foreign person then the Buyer must withhold a tax in an amount to be determined by Buyer's FIRPTA Designee in accordance with FIRPTA, unless an exemption applies. Seller agrees to sign and deliver to the Buyer's FIRPTA Designee the necessary documents, to be provided by the Buyer's FIRPTA Designee, to determine if withholding is required. (See 26 USC Section 1445).

SELLER DECLARES that he/she ____ is not **-OR-** ____ is a foreign person therefore subjecting this transaction to FIRPTA withholding. **SELLER(S) INITIALS:** ____/____

____ **ACCEPTANCE:** Seller(s) acknowledges that he/she accepts and agrees to be bound by each provision of this Agreement, and all signed addenda, disclosures, and attachments.

____ **COUNTER OFFER:** Seller accepts the terms of this Agreement subject to the attached Counter Offer #1.

____ **REJECTION:** In accordance with NAC 645.632, Seller hereby informs Buyer the offer presented herein is not accepted.

_____ Seller's Signature	_____ Seller's Printed Name	_____ Date	_____ Time	_____ AM	_____ PM
_____ Seller's Signature	_____ Seller's Printed Name	_____ Date	_____ Time	_____ AM	_____ PM

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: _____

BUYER(S) INITIALS: ____/____

Property Address: _____

SELLER(S) INITIALS: ____/____



RESIDENTIAL OFFER AND ACCEPTANCE AGREEMENT



1 RECEIVED FROM _____,
2 (BUYER), the amount set forth below as the EARNEST MONEY DEPOSIT on account of the PURCHASE PRICE OF
3 \$ _____ for the real property situated in the ☐ City OR
4 ☐ Unincorporated Area of _____, County of _____, State of Nevada,
5 commonly described as _____,
6 APN _____ (Property) legal description shall be supplied in escrow.
7 BUYER ☐ does, ☐ does not intend to occupy the Property as a residence.
8
9 **EARNEST MONEY DEPOSIT (EMD)** Evidenced by ☐ Check or ☐ other _____
10 payable to _____, held uncashed until acceptance and then deposited
11 within one (1) business day of Acceptance with _____ \$ _____
12 Authorized escrow holder to be selected by ☐ BUYER ☐ SELLER.
13
14 **BALANCE OF CASH DOWN PAYMENT** (not including closing costs) \$ _____
15 Source of down payment _____
16
17 **CASH PURCHASE** BUYER to provide evidence, satisfactory to SELLER, of sufficient cash
18 available to complete this purchase within _____ days of Acceptance.
19
20 **NEW FIRST LOAN: TYPE** ☐ Conventional ☐ FHA ☐ VA ☐ Rural ☐ Private \$ _____
21 ☐ Fixed Rate for _____ years. Interest not to exceed _____%.
22 ☐ Adjustable Rate for _____ years. Initial Interest not to exceed _____% maximum lifetime rate
23 not to exceed _____%.
24
25 **NEW SECOND LOAN: TYPE** ☐ Conventional ☐ Private
26 ☐ Other _____ \$ _____
27 ☐ Fixed Rate for _____ years. Interest not to exceed _____%.
28 ☐ Adjustable Rate for _____ years. Initial Interest not to exceed _____% maximum lifetime rate
29 not to exceed _____%.
30
31 **BUYER** to lock loan terms within _____ days of Acceptance or BUYER agrees to pay prevailing rates.
32
33 **BUYER** to pay discount points not to exceed _____%. **SELLER** to pay discount points not to
34 exceed _____%. Any reduction in discount points at closing to be allocated proportionately.
35 Loan origination fee not to exceed _____% paid by ☐ BUYER ☐ SELLER.
36
37 **SELLER** agrees to pay up to \$ _____ in loan fees that BUYER cannot pay pursuant
38 to FHA or VA regulation.
39 All remaining loan fees shall be paid as required by law, ordinance and/or regulation.
40
41 **OTHER** (Specify in Additional Terms and Conditions or Financing Addendum): \$ _____
42
43 **TOTAL PURCHASE PRICE** in the sum of (not including closing costs): \$ _____
44
45 **CLOSING** Close of Escrow (COE) to be on or before _____. Unless otherwise agreed
46 upon in writing, COE shall not change from the originally agreed upon date. The parties shall deposit, with the authorized
47 escrow holder, all funds and instruments necessary to complete the transaction in accordance with the terms in this
48 Agreement.

1 **DEFINITIONS** BROKER means cooperating Brokers and all Licensees. DAYS means calendar days unless otherwise
2 specified. In computing any period of time prescribed under this Agreement, the day of the event from which the designated
3 period of time begins to run shall not be included. The last day of the period so computed shall be included. BUSINESS
4 DAY means a day other than a Saturday or Sunday or a day that banks in Nevada are authorized or required by law to close.
5 **ACCEPTANCE or DATE OF ACCEPTANCE** means the date on which this Agreement and any other counter offers are
6 fully executed and delivered. **DELIVERY or RECEIPT** means personal delivery, transmission by Facsimile (Fax), electronic
7 delivery, or certified mail to BUYER, SELLER, BROKER, or other representative. In the event of Fax, delivery shall be
8 deemed to have occurred at the time noted on the confirmation sheet generated by the sender's Fax. In the event of certified
9 mail, delivery and receipt shall be deemed to have occurred three (3) days following the date of mailing evidenced by the
10 postmark on the envelope containing the delivered material. In the event of electronic delivery, delivery and receipt shall be
11 deemed to have occurred as set forth in Nevada Revised Statutes (NRS) 719.320.

12
13 **COUNTERPARTS AND SIGNATURES** BUYER and SELLER acknowledge and agree this Agreement may be
14 executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the
15 same instrument. BUYER and SELLER agree that this Agreement may be conducted by electronic delivery, and signatures
16 so transmitted shall be acceptable for all purposes. Signatures transmitted by electronic delivery shall be deemed original
17 signatures.

18
19 **CONTINGENCY SATISFIED OR WAIVED IN WRITING** All contingencies shall be satisfied according to their
20 terms within the time limits specified, expire according to the time limits specified, or be waived in writing. If BUYER
21 exercises their right to terminate this Agreement under any contingency, BUYER is not in default and is entitled to a refund
22 of the EMD, less BUYER incurred expenses. If a contingency expires, it is waived. BUYER and SELLER shall cooperate in
23 providing written waivers of those contingencies.

24
25 **LOAN APPLICATION REQUIREMENT (BUYER Initial Required)**

26 **Included** **Waived**
27 [_____/_____] [_____/_____] Within five (5) days of Acceptance, BUYER agrees to (1) submit a
28 completed loan application, including all documentation, to a lender of BUYER's choice, (2) furnish a pre-approval letter to
29 SELLER based upon a standard factual credit report, acceptable debt to income ratios and sufficient funds to complete the
30 transaction; and (3) authorize ordering of the appraisal. If BUYER fails to complete any of the above requirements, SELLER
31 may terminate this Agreement within two (2) business days of BUYER's failure.

32
33 **LOAN CONTINGENCY (BUYER Initial Required)**

34 **Included** **Waived**
35 [_____/_____] [_____/_____] Within _____ days of Acceptance, BUYER shall remove the loan
36 contingency.

37
38 BUYER consents to the lender's release of loan status and conditions of approval to SELLER and Brokers. SELLER has no
39 obligation to cooperate with BUYER's efforts to obtain any financing other than as specified in this Agreement.

40
41 **APPRAISAL CONTINGENCY (BUYER Initial Required)**

42 **Included** **Waived**
43 [_____/_____] [_____/_____] The Appraisal fee is to be paid by ☐ BUYER ☐ SELLER ☐ split
44 equally ☐ other _____. It is expressly agreed, notwithstanding any other provision of this Agreement,
45 BUYER shall not be obligated to complete the purchase of the Property and shall not be in default in the performance of this
46 Agreement if the appraised value of the Property (excluding closing costs) is less than the amount specified as the purchase
47 price. In the event of appraisal required repairs and BUYER and SELLER are unable to come to terms, BUYER shall not be
48 obligated to complete the purchase of the Property and shall not be in default in the performance of this Agreement. BUYER
49 shall have the option, and right of first refusal, of proceeding with the consummation of this Agreement without regard to the
50 amount of the appraised valuation.

51
52 Any required appraisal re-inspections shall be paid by ☐ BUYER ☐ SELLER ☐ split equally ☐ other _____.

53
54 **APPRAISAL CONTINGENCY REMOVAL** Within _____ days of Acceptance, BUYER shall remove the appraisal
55 contingency.

1 **CONTINGENT ON SALE AND CONVEYANCE OF OTHER PROPERTY**

2 ☐ This Agreement IS NOT contingent upon the sale and conveyance of BUYER's property;

3 **OR**

4 ☐ This Agreement IS contingent upon the sale and conveyance of BUYER's property described as

5 _____ . BUYER to select option A or B.

6 A. ☐ BUYER's property is in escrow scheduled to close on or before _____. The sale of
7 BUYER's property is not contingent on the sale and conveyance of a third party's property.

8 **OR**

9 ☐ BUYER's property is in escrow scheduled to close on or before _____. The sale of
10 BUYER's property is contingent on the sale and conveyance of a third party's property.

11
12 B. ☐ BUYER's property is currently listed in the MLS System by a REALTOR®.

13 **OR**

14 ☐ BUYER's property shall be listed within _____ days in the MLS System by a REALTOR®.

15 If BUYER's property does not obtain an accepted offer with a scheduled closing on or before
16 _____ within _____ days of Acceptance of this Offer, then this Agreement shall
17 terminate unless BUYER and SELLER otherwise agree in writing.

18
19 SELLER shall have the right to continue to offer this Property for sale and accept written backup offers only, subject to
20 BUYER's rights under this Agreement. If escrow on BUYER's property does not close on or before _____,
21 this Agreement shall terminate unless BUYER and SELLER otherwise agree in writing.

22
23 BUYER shall provide information regarding the listing, the escrow, and related escrows for the contingent property,
24 including but not limited to, the closing date, loan status, inspections, and all additional contingencies on BUYER's property
25 within _____ days of each event. BUYER authorizes SELLER and Brokers to obtain updates on BUYER's listing or
26 escrow.

27
28 If any of the contingencies in the Contingent on Sale and Conveyance of Other Property section are not satisfied, SELLER
29 reserves the right to terminate this Agreement. If SELLER terminates this Agreement, the parties agree to cancel the escrow
30 and return the EMD to BUYER less BUYER incurred expenses.

31
32 **SELLER'S REAL PROPERTY DISCLOSURE FORM (SRPD)** SELLER shall provide BUYER, at time of written
33 acceptance, a completed SRPD which, by this reference, shall be incorporated into this Agreement. BUYER shall return an
34 acknowledged copy to SELLER or terminate this Agreement, in writing, within four (4) business days of receipt. SELLER
35 is required to disclose any new defects between the time the SRPD is executed and COE.

36
37 **DISCLAIMER** BUYER understands that the SRPD is for disclosure purposes and is not a substitute for property
38 inspections by experts including, but not limited to, engineers, geologists, architects, general contractors, specialty
39 contractors such as roofing contractors, and pest control operators. BUYER is advised to retain any experts believed
40 appropriate. BUYER understands and acknowledges Brokers cannot warrant the condition of the Property or guarantee all
41 defects have been disclosed by SELLER. BUYER and SELLER acknowledge Brokers shall not investigate the status of
42 permits, location of Property lines, code compliance or any other Property condition.

43
44 **VESTED TITLE** Title shall vest as designated in the escrow instructions.

1 **EXAMINATION OF TITLE** In addition to any encumbrances referred to in this Agreement, BUYER shall take title to
2 the Property subject to: (1) real estate taxes not yet due, and (2) Covenants, Conditions, & Restrictions (CC&Rs), rights of
3 way, and easements of record, if any, that do not materially affect the value or intended use of the Property. Within two (2)
4 business days of Acceptance, SELLER shall order a preliminary title report, and CC&Rs, if applicable. Within five (5)
5 days of BUYER's receipt of the preliminary title report and CC&Rs, BUYER's acceptance shall be delivered to SELLER's
6 Broker within this five (5) day period. Should BUYER object to any of the preliminary title report or CC&R's, SELLER
7 shall use due diligence to remove those objections prior to COE. If those objections cannot be removed, BUYER may elect
8 to purchase the Property, subject to the existing objections, or BUYER may elect to terminate all rights and obligations under
9 this Agreement. The EMD shall be returned to BUYER, less BUYER incurred expenses. If SELLER is unwilling or unable
10 to remove BUYER's objections, SELLER shall deliver written notification to BUYER's Broker within ten (10) days of
11 receipt.

12
13 **TITLE AND CLOSING COSTS**

14 ☐ BUYER ☐ SELLER ☐ split equally ☐ other _____ shall pay for a (Standard) owner's policy of title insurance.
15 ☐ BUYER ☐ SELLER ☐ split equally ☐ other _____ shall pay for a (Standard) lender's policy of title insurance.
16 BUYER is aware additional coverage policies are available. All costs associated with additional coverage policies to be paid
17 for by ☐ BUYER ☐ SELLER ☐ split equally ☐ other _____.
18 Escrow Fee to be paid by ☐ BUYER ☐ SELLER ☐ split equally ☐ other _____.
19 Transfer Tax(es) to be paid by ☐ BUYER ☐ SELLER ☐ split equally ☐ other _____.
20 All remaining closing costs shall be paid in the customary manner as required by law, ordinance and/or regulation.
21

22 **OMISSIONS FROM ESCROW INSTRUCTIONS** The omission from the escrow instructions of any provision in this
23 Agreement shall not preclude any party from enforcing that provision. All written representations and warranties shall
24 survive the conveyance of the Property.
25

26 **BONDS AND ASSESSMENTS (Other than Common-Interest Communities)** In the event there is a bond or
27 assessment with a principal balance or that requires settlement in full prior to COE, it shall be paid by ☐ SELLER
28 ☐ BUYER ☐ assumed by BUYER if allowed ☐ split equally ☐ other _____.
29

30 **PRORATION** Any and all rents, taxes, interest, homeowner association fees, payments on bonds and assessments
31 assumed by BUYER, and other Property expenses shall be prorated as of the date of recordation of the deed. Security
32 deposits, advance rentals, or considerations involving future lease credits shall be credited to BUYER at COE.
33

34 **REASSESSMENT OF PROPERTY TAX** BUYER is advised the Property may be reassessed in the future which may
35 result in a tax increase or a tax decrease.
36

37 **HOME WARRANTY CONTRACT (BUYER Initial Required)**

38

Included	Waived	
[_____/_____] [_____/_____]		

 A home warranty contract shall be selected by ☐ BUYER ☐ SELLER
40 and be paid for by ☐ BUYER ☐ SELLER ☐ split equally ☐ other _____.
41 The home warranty confirmation shall be delivered to escrow and become effective at COE for not less than one year, at a
42 price NOT to exceed \$ _____.
43

44 **ITEMS NOT ADDRESSED** Items of general maintenance or cosmetic nature not materially affecting the value, or use of
45 the Property, existing at the time of Acceptance and that are not expressly addressed in this Agreement, are deemed accepted
46 by BUYER.

1 **FIXTURES** All items permanently attached to the Property as of the date of this Agreement including, but not limited to,
2 light fixtures, attached floor coverings, attic fans, central vacuum and related equipment, humidifier systems, drapes/
3 curtains, blinds/shades including rods/hardware, doors and window screens, storm sash, awnings, TV antennas, TV wall
4 mounts, satellite dishes, burglar, fire and smoke alarms and fire sprinklers, built-in pools/spas/saunas and related equipment,
5 solar systems, conforming woodstoves, intercom systems, water softener systems, water and air filtration systems, attached
6 fireplace screens, keyless entries, electric garage door openers with controls, outdoor plants and trees (other than in movable
7 containers), **OTHER** _____

8 _____
9 _____
10 are included in the purchase price, free of liens, **EXCLUDING** _____
11 _____
12 _____
13 _____

14 **PERSONAL PROPERTY** The following personal property, on the premises when inspected by BUYER, is included in
15 the purchase price, free of liens, with no warranty or value implied: _____
16 _____
17 _____
18 _____

19 **SYSTEMS AND MAINTENANCE** Until possession of the Property is delivered, SELLER shall maintain the Property
20 including but not limited to, all existing structures, landscaping, grounds, appliances and systems. SELLER agrees to deliver
21 the Property in a neat and clean condition, and remove all debris and personal belongings, **EXCLUDING:** _____
22 _____
23 _____
24 _____

25 **OIL AND PROPANE** Any oil or propane fuel existing at the time of Acceptance, allowing for normal use up to COE,
26 shall be ☐ purchased by BUYER ☐ included in the purchase price. If the fuel is purchased by BUYER, SELLER shall
27 contact the fuel company to measure the existing fuel no later than five (5) days prior to COE. The fuel credit amount shall
28 be submitted to Escrow for credit to SELLER .
29

30 **COMMON-INTEREST COMMUNITY DISCLOSURE**

31 The Property ☐ is ☐ is not located in a Common-Interest Community.

32 If so, complete the following:

33 SELLER shall provide, at SELLER's expense, the Common-Interest Community documents ("Resale Package") as required
34 by NRS 116.4109. SELLER shall order the Resale Package within five (5) days of Acceptance and deliver to it BUYER
35 upon receipt.

36 Association transfer fees paid by ☐ BUYER ☐ SELLER ☐ split equally ☐ other _____.

37 Association set up fees paid by ☐ BUYER ☐ SELLER ☐ split equally ☐ other _____.

38 Other Association fees related to the transfer of the Common-Interest Community shall be paid by ☐ BUYER ☐ SELLER
39 ☐ split equally ☐ other _____.

40 The amount of any delinquent assessments, including penalties, attorney's fees, and other charges provided for in the
41 management documents shall be paid current by SELLER at COE.

42 Existing assessments levied shall be paid by ☐ BUYER ☐ SELLER ☐ split equally ☐ other _____.

43 Assessments levied, but not yet due, shall be paid by ☐ BUYER ☐ SELLER ☐ split equally ☐ other _____.

44 BUYER shall have five (5) days from receipt of the Resale Package to review it. If BUYER does not approve the Resale
45 Package, then written notice to cancel must be given within that same five (5) day period.
46

47 **AREA RECREATION PRIVILEGES AND RULES** SELLER shall relinquish on or before COE any recreation
48 privileges, passes, identification cards, or keys for access to the common-interest community facilities and general
49 improvements. Upon COE SELLER shall pay replacement charges for any identification cards or keys not relinquished.
50 BUYER shall become familiar with the current common-interest community facilities and general improvement policies
51 regarding recreation privileges and associated costs prior to COE.

1 **INSPECTIONS** BUYER has the right to inspect the Property, order all inspections, and select qualified professionals
2 including, but not limited to, licensed contractors, certified building inspectors, and any other qualified professionals to
3 inspect the Property.

4 BUYER shall indicate inspections to be included or waived in the list below. The following is not a comprehensive list of
5 possible inspections; therefore, BUYER should add any additional inspections necessary to satisfy BUYER under
6 "OTHER."

7 All inspections shall be completed and copies of all inspections shall be provided to BUYER and SELLER at no additional
8 expense

9 ☐ within _____ days of Acceptance; OR

10 ☐ within _____ days of other contingency: _____

11 Within the time specified above, BUYER shall deliver to SELLER, in writing, one of the following:

12 A. approval of the inspections without requiring any repairs; OR

13 B. approval of the inspections with a Notice of Required Repairs or an Addendum listing all required repairs. SELLER
14 shall respond in writing to BUYER's repair request within five (5) business days of delivery; OR

15 C. termination of this Agreement, including an explanation how the condition revealed by any inspection,
16 materially and/or reasonably justify such a decision.

17 If any inspection is not completed by the deadline, it is waived unless otherwise agreed to in writing. SELLER is released
18 from liability for the cost of repairs that inspection would have reasonably identified had it been conducted, except as
19 otherwise provided by law. If BUYER acts reasonably in terminating this Agreement based upon objectionable conditions
20 revealed by the inspections, BUYER is released from any and all obligations to SELLER, and BUYER is entitled to a refund
21 of the EMD, less BUYER incurred expenses.

22

23 **INSPECTIONS**

	Included	Waived	N/A	Paid By	
24 PEST INSPECTION	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
25 HOME INSPECTION	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
26 HEATING SYSTEM INSPECTION	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
27 COOLING SYSTEM INSPECTION	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
28 SURVEY Type _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
29 WELL QUALITY	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
30 WELL QUANTITY	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
31 SEPTIC PUMPING	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
32 SEPTIC INSPECTION	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
33 SEPTIC LID LOCATION/REMOVAL	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
34 FIREPLACE INSPECTION	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
35 WOOD BURNING DEVICE INSPECTION	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER

36 (In the event device does not meet all applicable codes and/or laws, the cost of its removal shall be the responsibility of
37 SELLER. Stovepipe to be capped off at the ceiling or fireplace to be restored to working order at SELLER's expense.)

38 OIL TANK TEST Type ☐ ☐ ☐ ☐ BUYER ☐ SELLER

39 (If oil tank needs to be filled to a perform test, BUYER ☐ shall, ☐ shall not reimburse SELLER.)

40 LEAD BASED PAINT ASSESSMENT OR INSPECTION ☐ ☐ ☐ ☐ BUYER ☐ SELLER

41 OTHER _____ ☐ ☐ ☐ ☐ BUYER ☐ SELLER

42

43 [_____/_____] (BUYER Initials) BUYER affirms the above selections.

44

45 SELLER agrees to provide reasonable access to the Property to BUYER, and inspectors, for inspections and re-inspections
46 and appraiser. SELLER agrees to have all utilities in service the day of any inspection and until COE. If this transaction fails
47 to close, the parties remain obligated to pay for inspections performed as agreed.

48

49 **REPAIRS** SELLER agrees to pay for and complete repairs in an amount NOT to exceed \$ _____ for any repair
50 indicated on 1) the Appraisal Report, 2) the inspections, 3) any defect identified in the SRPD, 4) any defect discovered by
51 SELLER but not disclosed on the SRPD, or 5) any defect discovered to be materially worse than indicated on the SRPD. A
52 copy of all repair invoices and receipts shall be delivered to BUYER prior to COE. Brokers have no responsibility to assist
53 in the payment of any repairs, corrections or deferred maintenance on the Property that may have been revealed by the
54 above inspections, agreed upon by BUYER and SELLER or requested by one party.

1 **RE-INSPECTIONS (BUYER Initial Required)**

2 **Included**

Waived

3 [_____/_____] [_____/_____] SELLER shall have all agreed upon repairs completed no later than
4 _____ days prior to COE and BUYER shall have the right to re-inspect. Re-inspections shall be paid by ☐ BUYER
5 ☐ SELLER ☐ split equally ☐ other _____
6

7 **FINAL WALKTHROUGH** BUYER shall have the right to a final walkthrough prior to COE.
8

9 **PHYSICAL POSSESSION** Physical possession of the Property with any keys to Property locks, community mailboxes,
10 alarms, and garage door openers shall be delivered to BUYER ☐ upon recordation of the deed; OR ☐ Short Term
11 Agreement to Occupy After Close of Escrow; OR ☐ Residential Lease/Rental Agreement.
12

13 **DESTRUCTION OF IMPROVEMENTS** If the improvements of the Property are destroyed, materially damaged, or
14 found to be materially defective prior to COE, BUYER may terminate this Agreement by written notice delivered to
15 SELLER's Broker, and EMD shall be returned to BUYER less BUYER incurred expenses.
16

17 **LAND USE REGULATION** BUYER is advised the Property may be subject to the authority of the city, county, state,
18 federal governments, and/or various courts having jurisdiction. These governmental entities, from time to time, have
19 adopted and revised land use and environmental regulations that may apply to the Property. BUYER is advised to research
20 the possible effect of any applicable land use or environmental regulation. Brokers make no representations or warranties
21 regarding the existing permissible uses or future revisions to the land use regulations.
22

23 **ENVIRONMENTAL CONDITIONS** BUYER is advised the Property may be located in an area found to have special
24 flood hazards as indicated by FEMA, avalanche conditions, freezing temperatures, snow loads, seismic activity and/or
25 wildland fires. It may be necessary to purchase additional insurance in order to obtain a loan for the Property. For further
26 information, consult your lender, insurance carrier, or other appropriate agency.
27

28 **WATER METERS** BUYER may be required at a future date to incur the cost of installation of a water meter and/or
29 conversion to metered rates.
30

31 **WELLS** Many factors may affect the performance of a well system. If the Property includes a well, BUYER may be
32 required at some future date to incur the cost of connecting the Property to a public water system.
33

34 **ADDITIONAL FEES** Some areas may have additional fees or charges for the remediation of water systems.
35

36 **SEPTIC SYSTEMS** If the Property includes a septic system, BUYER may be required at some future date to incur the
37 cost of connecting the Property's plumbing to a public sewer system.
38

39 At COE, BUYER assumes all future costs associated with water meters, wells, and septic systems.
40

41 **PRIVATE ROADS** SELLER shall disclose if the Property shares a common road, access driveway, or right-of-way with
42 another property. If a road maintenance agreement exists, SELLER shall provide the agreement to BUYER.
43

44 **WATER RIGHTS** Water rights, if any, shall be included with the Property unless specifically excluded by deed or
45 mutual agreement.

1 **ADDITIONAL TERMS AND CONDITIONS**

2 _____
3 _____
4 _____
5 _____
6 _____
7 _____
8 _____
9 _____
10 _____
11 _____
12 _____
13 _____

14 **TAX WITHHOLDING (FIRPTA)** Unless the Property is acquired for use as a primary residence and is sold for no more
15 than \$300,000, SELLER agrees to provide BUYER with (a) Non-Foreign Seller Affidavit, or (b) Withholding Certificate
16 Form from the Internal Revenue Service stating that withholding is not required. In the event none of the foregoing is
17 applicable, BUYER requires a percentage of SELLER's proceeds to be withheld by escrow to comply with the FOREIGN
18 INVESTMENT AND REAL PROPERTY TAX ACT (IRC 1445).

19
20 **TAX DEFERRED EXCHANGE** If BUYER or SELLER request to enter into an IRC 1031 tax deferred exchange for the
21 Property, each party agrees to cooperate with the other in connection with the exchange, including the execution of
22 documents deemed necessary to effectuate same. No party shall be obligated to delay the closing. All additional costs in
23 connection with the exchange shall be borne by the party requesting it. No party shall be obligated to execute any note,
24 contract, deed, or other document providing for any personal liability that would survive the exchange. The other party shall
25 be indemnified and held harmless against any liability arising or that has arisen on account of the acquisition of ownership of
26 the exchanged property.

27
28 **VERIFICATION OF INFORMATION** Any information relating to square footage, land or its use, and/or
29 improvements of the land are approximate or estimates only, and neither SELLER nor Brokers make any representation or
30 guarantee regarding their accuracy. Any oral or written representations by SELLER or Brokers regarding the age of
31 improvements, size, or square footage of a parcel or building, or the location of property lines, may not be accurate.
32 Apparent boundary line indicators such as fences, hedges, walls, or other barriers may not represent the true boundary lines.
33 Brokers are not obligated to investigate the status of permits, zoning, or code compliance. BUYER to satisfy any concerns
34 with conditions that are an important or critical element of the purchase decision. BUYER agrees they have not received or
35 relied upon any representation by Brokers or SELLER with respect to the condition of the Property not contained in this
36 Agreement. The information contained in the Multiple Listing Service, computer, advertisements, and feature sheets
37 pertaining to the Property are not warranted or guaranteed by Brokers. Errors and/or omissions in inputting information,
38 while uncommon, are possible. BUYER shall be responsible for verifying the accuracy of such information. Deposit of all
39 funds necessary to close escrow shall be deemed final acceptance of the Property. SELLER agrees to hold Brokers harmless
40 and to defend and indemnify them from any claim, demand, action, or proceeding resulting from any omission or alleged
41 omission by SELLER.

42
43 **NEVADA LAW TO APPLY** Nevada law shall apply to the interpretation and enforcement of this Agreement.

44
45 **MEDIATION** If a dispute arises out of or relates to this Agreement or its breach, the parties are aware the local
46 Association of REALTORS® has a Dispute Resolution Service (DRS) available. A DRS brochure is available upon request.

47
48 **ATTORNEY FEES** In the event either party is required to engage the services of an attorney to enforce this Agreement,
49 the prevailing party in any proceeding shall be entitled to an award of reasonable attorney's fees, legal expenses, and costs.

50
51 **CODE OF ETHICS** Not all real estate licensees are REALTOR(S)®. A REALTOR® is a member of the National
52 Association of REALTORS® and therefore subscribes to a higher ethical standard, known as the REALTOR® Code of
53 Ethics. To receive a copy of the REALTOR® Code of Ethics, ask your real estate professional or the local Association of
54 REALTORS®.

1 **PROFESSIONAL CONSULTATION ADVISORY** A real estate Broker is qualified to advise on real estate. The parties
2 are advised to consult with appropriate professionals including, but not limited to, engineers, surveyors, appraisers, lawyers,
3 CPAs, or other professionals on specific topics, including but not limited to, land use regulation, boundaries and setbacks,
4 square footage, physical condition, legal, tax, water rights, and other consequences of the transaction.
5

6 **SELLER DEFAULT** If SELLER defaults in the performance of this Agreement, BUYER shall have the right to recover
7 from SELLER all of BUYER's actual damages BUYER may suffer as a result of SELLER's default, and to pursue any and
8 all remedies available at law or in equity.
9

10 **BUYER DEFAULT** BUYER must initial only one of the following.

11 If BUYER defaults in the performance of this Agreement, SELLER shall have the right to:

12 A. [_____] / [_____] (BUYER Initials) Liquidated Damages: SELLER shall have the right to retain, as their sole
13 legal recourse, the EMD. BUYER and SELLER hereby acknowledge SELLER's actual damages would be difficult to
14 measure and that the EMD is a fair and reasonable estimate of such damages.
15

16 **OR**

17
18 B. [_____] / [_____] (BUYER Initials) Actual Damages: SELLER shall have the right to recover from BUYER all
19 of SELLER's actual damages that SELLER may suffer as a result of BUYER's default, and to pursue any and all
20 remedies available at law or in equity.
21

22 **THE FOLLOWING HAVE BEEN RECEIVED AND ACKNOWLEDGED BY BUYER:**

- 23 ☐ Consent to Act
24 ☐ Duties Owed by a Nevada Real Estate Licensee
25 ☐ Environmental Contact List
26 ☐ HUD Inspection For your Protection: Get a Home Inspection
27 ☐ Information Regarding Private Well and Septic System
28 ☐ Residential Disclosure Guide
29 ☐ Wire Fraud Advisory
30 ☐ Other _____
31 ☐ Other _____
32

33 **THE FOLLOWING ADDENDA AND EXHIBITS SHALL BE INCORPORATED**

- 34 ☐ Common Interest-Community Information Statement "Before You Purchase Property ..."
35 ☐ Lead-Based Paint Disclosure Statement (for properties built prior to 1978)
36 ☐ Open Range Land Disclosure
37 ☐ Residential/Lease Rental Agreement
38 ☐ Seller Financing Addendum (Residential)
39 ☐ Short Sale Addendum to the Offer and Acceptance Agreement
40 ☐ Short Term Agreement to Occupy After Close of Escrow
41 ☐ Used Manufactured/Mobile Home Disclosure
42 ☐ Other _____
43 ☐ Other _____
44

45 **ENTIRE AGREEMENT** This Agreement and attachments contain the entire agreement of the parties and supersede all
46 prior agreements or representations with respect to the Property not expressly set forth in this Agreement. This Agreement
47 may only be modified in writing, signed and dated by the parties. BUYER acknowledges having read and approved all
48 provisions of this Agreement.
49

50 **TIME IS OF THE ESSENCE** Time is of the essence of this Agreement.
51

52 **SELLER** has agreed, by separate listing agreement, to pay real estate commissions for services rendered, at COE.

53 As published in the MLS, _____ % of the accepted price, or \$ _____, shall be paid to BUYER's real
54 estate company, _____.

1 **EXPIRATION OF OFFER** Per NRS 645.254, all offers must be presented to SELLER. This Offer expires unless
2 accepted, including delivery to BUYER, or _____
3 on/or before _____ ☐ A.M. ☐ P.M. on _____.

6 BUYER _____ DATE _____ TIME _____

8 BUYER _____ DATE _____ TIME _____

10 BUYER's Representation:

12 BUYER's Licensee Name _____ (Print Name) BUYER's Broker Name _____

14 BUYER's Licensee Nevada License # _____ BUYER's Broker Nevada License # _____

16 Phone _____ Fax _____ Company Name _____

18 BUYER's Licensee Email _____ Office Address _____

20 BUYER's Licensee Signature _____ City/State/Zip _____
(Licensees acknowledgement of receipt of deposit)

22
23 **SELLER'S ACCEPTANCE, COUNTER OFFER OR REJECTION OF AGREEMENT**

24 SELLER acknowledges having read and approved each provision of this Agreement. Authorization is given to Brokers to
25 deliver a signed copy to BUYER and disclose the terms of the sale to members of the Multiple Listing Service or Association
26 of REALTORS® at COE.

28 SELLER shall check one of the following options, and date, time, and sign this Agreement.

30 ☐ **Acceptance of Offer** SELLER accepts this Offer and agrees they have the authority to sell the Property on the terms
31 and conditions stated in this Agreement.

33 ☐ **Counter Offer** SELLER signs this Offer subject to a Counter Offer dated _____.

35 ☐ **Rejection** SELLER rejects the foregoing Offer.

37 SELLER _____ DATE _____ Time _____

39 SELLER _____ DATE _____ Time _____

41 SELLER's Representation:

43 SELLER's Licensee Name _____ (Print Name) SELLER's Broker Name _____

45 SELLER's Licensee Nevada License # _____ SELLER's Brokers Nevada License # _____

47 Phone _____ Fax _____ Company Name _____

49 SELLER's Licensee Email _____ Office Address _____

51 _____ City/State/Zip _____