



RESIDENTIAL PURCHASE AGREEMENT

(Joint Escrow Instructions and Earnest Money Receipt)

Date: \_\_\_\_\_

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

Offer & Acceptance Buyer's Offer

1. FINANCIAL TERMS & CONDITIONS:

\$ \_\_\_\_\_ A. EARNEST MONEY DEPOSIT ("EMD") is  presented with this offer - OR -  \_\_\_\_\_

(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 Paragraph 28 herein.)

\$ \_\_\_\_\_ C. THIS AGREEMENT IS CONTINGENT UPON BUYER QUALIFYING FOR A NEW LOAN ON THE FOLLOWING TERMS AND CONDITIONS:

Conventional,  FHA,  VA,  Other (specify) \_\_\_\_\_. Interest:  Fixed rate, \_\_\_\_\_ years – OR –  Adjustable Rate, \_\_\_\_\_ years. Initial rate of interest not to exceed \_\_\_\_%. Initial monthly payment not to exceed \$ \_\_\_\_\_, not including taxes, insurance and/or PMI or MIP.

\$ \_\_\_\_\_ 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. Initial rate of interest not to exceed \_\_\_\_%. Monthly payment not to exceed \$ \_\_\_\_\_, not including taxes, insurance and/or PMI or MIP.

\$ \_\_\_\_\_ E. BUYER TO EXECUTE A PROMISSORY NOTE SECURED BY DEED OF TRUST PER TERMS IN "FINANCING ADDENDUM."

\$ \_\_\_\_\_ F. BALANCE OF PURCHASE PRICE (Balance of Down Payment) in cash or certified funds to be paid at 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.)

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 Last Name: \_\_\_\_\_ BUYER(S) INITIALS: \_\_\_\_\_ / \_\_\_\_\_

Property Address: \_\_\_\_\_ SELLER(S) INITIALS: \_\_\_\_\_ / \_\_\_\_\_

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

A. ~~NEW LOAN APPLICATION: Buyer agrees to submit a completed loan application with the required information for loan qualification with a lender~~ Within \_\_\_\_ business days of Acceptance, Buyer agrees to (1) submit a completed loan application to a lender of Buyer's choice; (2) authorize ordering of the appraisal (per lender's requirements); and (3) furnish a preapproval letter to Seller based upon a standard factual credit report and review of debt to income ratios. ~~use Buyer's best efforts to obtain financing under the terms and conditions outlined in this Agreement. This offer is further conditioned upon Buyer providing Seller with a letter of loan approval which includes income verification and verification of available funds, subject only to an acceptable appraisal and lender review of preliminary title report, within \_\_\_\_ business days of Acceptance. If Buyer does not submit the application in the above period, Buyer is in default of this Agreement fails to complete any of these conditions within the applicable time frames, Seller reserves the right to terminate this Agreement. In such event, both parties agree to cancel the escrow and return EMD to Buyer.~~ Buyer

~~does -OR- does not~~ authorize lender to provide loan status updates to Seller's and Buyer's Brokers, as well as Escrow Officer. ~~Different loan types (i.e. FHA, conventional) have different appraisal and financing requirements, which will affect the parties' rights and costs under this Agreement. Buyer agrees to use Buyer's best efforts to obtain financing under the terms and conditions outlined in this Agreement.~~

Comment [d1]: This sentence has been moved to Section 7F).

B. **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.

B-C. **APPRAISAL:** If an appraisal is required as part of this agreement, ~~or requested by Buyer,~~ and if the appraisal is less than the Purchase Price, the transaction will go forward if (1) Buyer, at Buyer's option, elects to pay the difference and purchase the Property for the Purchase Price, or (2) Seller, at Seller's option, elects to adjust the Purchase Price accordingly, such that the Purchase Price is equal to the appraisal. If neither option (1) or (2) is elected, ~~and the then Parties cannot~~ may renegotiate; ~~if renegotiation is unsuccessful,~~ then either Party may cancel this Agreement upon written notice, in which event the EMD shall be returned to Buyer.

3. **SALE OF OTHER PROPERTY:**

A. This Agreement  
 is not -OR-  
 is contingent upon the sale (and closing) of another property which address is

B. Said Property  
 is currently listed  
 is not -OR-  is presently in escrow with \_\_\_\_\_  
Escrow Number: \_\_\_\_\_ Proposed Closing Date: \_\_\_\_\_

When Buyer has accepted an offer on the sale of this other property, Buyer will promptly deliver a written notice of the sale to Seller. If Buyer's escrow on this other property is terminated, abandoned, or does not close on time, this Agreement will terminate without further notice unless the parties agree otherwise in writing. If Seller accepts a bona fide written offer from a third party prior to Buyer's delivery of notice of acceptance of an offer on the sale of Buyer's property, Seller shall give Buyer written notice of that fact. Within three (3) days of receipt of the notice, Buyer will waive the contingency of the sale and closing of Buyer's other property, or this Agreement will terminate without further notice. In order to be effective, the waiver of contingency must be accompanied by reasonable evidence that funds needed to close escrow will be available and Buyer's ability to obtain financing is not contingent upon the sale and/or close of any other property

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 Paragraph 7(E) of this Agreement, all items are transferred in an "AS IS" condition.

Comment [d2]: Moved up from Section 24.

A. 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), window and door screens, awnings, shutters, window coverings, attached floor covering(s), television antenna(s), satellite dishe(s), private integrated telephone systems, air coolers/conditioner(s), pool/spa equipment, garage door

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Buyer's Last Name: \_\_\_\_\_ BUYER(S) INITIALS: \_\_\_\_\_ / \_\_\_\_\_  
Property Address: \_\_\_\_\_ SELLER(S) INITIALS: \_\_\_\_\_ / \_\_\_\_\_

opener(s)/remote control(s), mailbox, in-ground landscaping, trees/shrub(s), water softener(s), water purifiers, security systems/alarm(s);

B. 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 execution 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 and receipt of the EMD (if applicable). Escrow Holder ~~will~~ is instructed to notify the Parties (through their respective Brokers) of the Opening date and the Escrow Number.

B. EARNEST MONEY: Upon Seller and Buyer signing this Agreement and all counteroffers or addenda, Acceptance, Buyer's EMD as shown in Paragraph 1(A), and 1(B) if applicable, of this Agreement, shall be deposited per the Earnest Money Receipt Notice and Instructions contained herein.

C. CLOSE OF ESCROW: Close of Escrow ("COE") shall be on (date) \_\_\_\_\_. If the designated date falls on a weekend or holiday, COE shall be the next business day.

D. 1099 IRS DISCLOSURE: Seller is hereby made aware that there is a regulation which became effective January 1, 1987, that requires all ESCROW HOLDERS to complete a modified 1099 form, based upon specific information known only between parties in this transaction and the ESCROW HOLDER. Seller is also made aware ESCROW HOLDER is hereby authorized and instructed required by federal law to provide this information to the Internal Revenue Service after the close of escrow in the manner prescribed.

E. FIRPTA. If applicable, Seller agrees to complete, sign, and deliver to ESCROW HOLDER 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. Seller agrees to comply with IRS reporting requirements. Buyer and Seller understand acknowledges that if Seller is a foreign person then the Buyer must withhold a tax equal to ten (10) percent of the Purchase Price in an amount to be determined by ESCROW HOLDER in accordance with FIRPTA, unless an exemption applies. Seller agrees to sign and deliver to the ESCROW HOLDER the necessary documents, to be provided by the ESCROW HOLDER, to determine if withholding is required. (See 26 USC § Section 1445)

6. TITLE INSURANCE: Upon COE, Buyer will be provided with the following type of title insurance policy: CLTA; ALTA-Residential; -OR- ALTA-Extended (including a survey, if required).

Comment [d3]: Note new location of this section before Prorations.

7. PRORATIONS, FEES AND EXPENSES (Check appropriate box):

A. TITLE AND ESCROW FEES:

TYPE	PAID BY SELLER	PAID BY BUYER	50/50	N/A
Escrow Fees .....	.....	.....	.....	.....
Lender's Title Policy .....	.....	.....	.....	.....
Owner's Title Policy .....	.....	.....	.....	.....
Real Property Transfer Tax .....	.....	.....	.....	.....
Other: .....	.....	.....	.....	.....

B. PRORATIONS:

TYPE	PAID BY SELLER	PRORATE	N/A
CIC (Common Interest Community) Assessments .....	.....	.....	.....
CIC Periodic Fees .....	.....	.....	.....
SIDs / LIDs / Bonds /Assessments .....	.....	.....	.....

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 Last Name: \_\_\_\_\_ BUYER(S) INITIALS: \_\_\_\_\_ / \_\_\_\_\_

Property Address: \_\_\_\_\_ SELLER(S) INITIALS: \_\_\_\_\_ / \_\_\_\_\_

1 Sewer Use Fees .....  
 2 Real Property Taxes .....  
 3 Other: .....  
 4

5 All prorations will be based on a 30-day month and will be calculated as of COE. Prorations will be based upon figures  
 6 available at closing. Any supplementals or adjustments that occur after COE will be handled by the parties outside of Escrow.  
 7 Buyer is advised the property may be reassessed after COE which may result in a real property tax increase or decrease.  
 8

9 **C. INSPECTIONS AND RELATED EXPENSES (See also Section 12):**

10 Acceptance of this offer is subject to the following reserved right. Buyer may have the property inspected and select the  
 11 licensed contractors, certified building inspectors and/or other qualified professionals who will inspect the property. Seller will  
 12 ensure that necessary utilities (gas, power and water) are turned on and supplied to the Property within two (2) business days  
 13 after execution of this Agreement, to remain on until COE. (It is strongly recommended that Buyer retain licensed Nevada  
 14 professionals to conduct inspections.) These elections are for the benefit of Buyer and may be waived at any time by Buyer  
 15 prior to COE.  
 16

TYPE	PAID BY SELLER	PAID BY BUYER	50/50	WAIVED
Appraisal.....				
CIC Capital Contribution.....				
CIC Transfer Fees.....				
CLUE Reports Ordered By Seller.....				
Fungal Contaminant Inspection.....				
Structural Home Inspection.....				
Mechanical Inspection.....				
Oil Tank Inspection.....				
Pool/Spa Inspection.....				
Roof Inspection.....				
Septic Inspection (requires pumping).....				
Septic Lid Removal.....				
Septic Pumping.....				
Soils Inspection.....				
Structural Inspection.....				
Land Survey ____ (type).....				
Termite/Pest Inspection.....				
Well Inspection (Quantity).....				
Well Inspection (Quality).....				
Wood-Burning Device/Chimney Inspection (includes cleaning).....				
Other: .....				
Re-Inspections.....				

17 If any inspection is not completed and requested repairs are not delivered to Seller within the Due Diligence Period, Buyer is  
 18 deemed to have waived the right to that inspection and Seller's liability for the cost of all repairs that inspection would have  
 19 reasonably identified had it been conducted, except as otherwise provided by law.  
 20

21 **D. CERTIFICATIONS:**

TYPE	PAID BY SELLER	PAID BY BUYER	50/50	WAIVED
Fungal Contaminant.....				
Roof.....				
Septic.....				
Well.....				
Wood Burning Device Certification.....				
Other: .....				

22 Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a  
 23 particular paragraph is otherwise modified by addendum or counteroffer.  
 24

25 Buyer's Last Name: \_\_\_\_\_ BUYER(S) INITIALS: \_\_\_\_\_ / \_\_\_\_\_  
 26 Property Address: \_\_\_\_\_ SELLER(S) INITIALS: \_\_\_\_\_ / \_\_\_\_\_

1  
2 The foregoing expenses for inspections and certifications will be paid outside of Escrow unless the Parties present instructions  
3 to the contrary prior to COE (along with the applicable invoice). A certification is not a warranty. ~~All inspections and~~  
4 ~~certifications are to be performed by a company licensed and bonded in Nevada.~~ Notwithstanding the above elections, in the  
5 event an inspection reveals problems with any of the foregoing, Buyer reserves the right to require a certification. ~~This section~~  
6 ~~is for the benefit of Buyer and may be waived hereafter by Buyer prior to COE.~~

7  
8 **E. SELLER'S ADDITIONAL COSTS AND LIMIT OF LIABILITY:** Seller agrees to pay a maximum  
9 amount of \$ \_\_\_\_\_ to correct defects and/or requirements disclosed by inspection reports, ~~and/or~~  
10 appraisals, ~~and/or certifications~~. It is Buyer's responsibility to inspect the Property sufficiently as to satisfy Buyer's use.  
11 Buyer reserves the right to request additional repairs based upon the Seller's Real Property Disclosure. **Items of a general**  
12 **maintenance or cosmetic nature which do not materially affect value or use of the subject property, which existed at the time of**  
13 **Acceptance and which are not expressly addressed in this Agreement are deemed accepted by the Buyer, except as otherwise**  
14 **provided in this section. The Brokers herein have no responsibility to assist in the payment of any repair, correction or**  
15 **deferred maintenance on the subject property which may have been revealed by the above inspections, agreed upon by the**  
16 **Buyer and Seller or requested by one party.**

17  
18 **F. LENDER'S FEES:** In addition to Seller's expenses above, Seller will contribute \$ \_\_\_\_\_  
19 to Buyer's Lender's Fees and Buyer's Title and Escrow Fees **including - OR - excluding** costs which Seller must pay  
20 pursuant to loan program requirements. ~~Different loan types (e.g., FHA, VA, conventional) have different appraisal and~~  
21 ~~financing requirements, which will affect the parties' rights and costs under this Agreement.~~

**Comment [d4]:** This sentence was moved down from Section 2.

22  
23 **G. HOME PROTECTION PLAN:** Buyer and Seller acknowledge that they have been made aware of Home  
24 Protection Plans that provide coverage to Buyer after COE. **Buyer waives - OR- requires** a Home Protection Plan  
25 with \_\_\_\_\_. **Buyer** will order the Home Protection Plan.  
26 **Seller -OR- Buyer** will pay for the Home Protection Plan at a price not to exceed \$ \_\_\_\_\_. Neither Seller  
27 nor Brokers make any representation as to the extent of coverage or deductibles of such plans. Escrow Holder is not  
28 responsible for ordering the Home Protection Plan.

29  
30 **H. OTHER FEES:** Buyer will also pay \$ \_\_\_\_\_ to Buyer's Broker for \_\_\_\_\_.

31  
32 ~~**TITLE INSURANCE:** Upon COE, Buyer will be provided with the following type of title insurance policy:~~  
33 ~~**CLTA; ALTA Residential; OR ALTA Extended (including a survey, if required).**~~

**Comment [d5]:** Not deleted; just moved up ahead of the Prorations, Fees and Costs section for better flow.

34  
35 **8. TRANSFER OF TITLE:** Upon COE, Buyer shall tender to Seller the agreed upon purchase price, and Seller shall  
36 tender to Buyer marketable title to the Property free of all encumbrances other than (1) current **Real** Property taxes,  
37 (2) covenants, conditions and restrictions (C C & R's) and related restrictions, (3) zoning or master plan restrictions and public  
38 utility easements; and (4) obligations assumed and encumbrances accepted by Buyer prior to COE. **Buyer is advised the**  
39 **property may be reassessed after COE which may result in a real property tax increase or decrease.**

40  
41 **9. COMMON OWNERSHIP INTEREST PROPERTIES COMMON-INTEREST COMMUNITIES:** If the  
42 Property is subject to a Common Interest Community ("CIC"), Seller or his authorized agent shall request the CIC documents  
43 and certificate listed in NRS 116.4109 (collectively, the "resale package") within two (2) business days of Seller's acceptance  
44 and provide the same to Buyer within one (1) business day of Seller's receipt thereof. Buyer may cancel this Agreement  
45 without penalty until midnight of the fifth (5th) calendar day following the date of receipt of the resale package. If Buyer does  
46 not receive the resale package within fifteen (15) calendar days of Seller's acceptance, this Agreement may be cancelled in full  
47 by Buyer without penalty. If Buyer elects to cancel this Agreement pursuant to this section, he must deliver, via hand delivery  
48 or prepaid U.S. mail, a written notice of cancellation to Seller or his authorized agent identified in ~~Section 28~~ **the Confirmation**  
49 **of Representation at the end** of this Agreement. Upon such written cancellation, Buyer shall promptly receive a refund of the  
50 EMD. The parties agree to execute any documents requested by Escrow Holder to facilitate the refund. If written cancellation  
51 is not received within the specified time period, the resale package will be deemed approved. Seller shall pay all outstanding  
52 CIC fines or penalties at COE.

53  
54 ~~**9. DELIVERY OF POSSESSION:** Seller shall deliver the Property along with keys, alarm codes and garage door~~  
55 ~~opener/controls outside of Escrow, upon COE. Seller agrees to vacate the Property and leave the Property in a neat and~~

**Comment [d6]:** Moved to Section 14.

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Buyer's Last Name: \_\_\_\_\_ BUYER(S) INITIALS: \_\_\_\_\_ / \_\_\_\_\_  
Property Address: \_\_\_\_\_ SELLER(S) INITIALS: \_\_\_\_\_ / \_\_\_\_\_

1 orderly, broom-clean condition and tender possession no later than COE. In the event Seller does not vacate the Property by  
2 COE, Seller shall be considered a trespasser and shall be liable to Buyer for the sum of \$ \_\_\_\_\_ per calendar day  
3 in addition to Buyer's legal and equitable remedies. Any personal property left on the Property after COE shall be considered  
4 abandoned by Seller.

5  
6 **10. DISCLOSURES: Within five (5) calendar days of Acceptance of this Agreement,** Seller will provide the  
7 following Disclosures and/or documents (each of which is incorporated herein by this reference). **Check applicable boxes.**

- 8  **Common Interest Community Information Statement** (Homeowner's Associations) (NRS 116.41095)
- 9  **Construction Defect Claims Disclosure**, if Seller has marked "Yes" to Paragraph 1(d) of the  
10 Sellers Real Property Disclosure Form (NRS 40.688)
- 11  **Fungal (Mold) Disclosure Notice Form** (not required by Nevada law)
- 12  **Lead-Based Paint Disclosure and Acknowledgment**, required if constructed before 1978 (24 CFR 745.113)
- 13  **Methamphetamine Lab Disclosure**, if applicable (NRS 40.770, NRS 489.776)
- 14  **Pest Notice Form** (not required by Nevada law)
- 15  **Promissory Note and the most recent monthly statement of all loans to be assumed by Buyer**
- 16  **Rangeland Disclosure (NRS 113.065)**
- 17  **Seller Real Property Disclosure Form** (NRS 113.130)
- 18  Other (list) \_\_\_\_\_

19  
20 **B.** In addition, Buyer to be provided with:

- 21 • ~~Residential Disclosure Guide~~ (NRS 645.194)
- 22 • ~~Consent to Act~~, if applicable (NRS 645.252)
- 23 • ~~Duties Owed by a Nevada Real Estate Licensee~~ (if one party is unrepresented) (NRS 645.252)
- 24 • ~~For Your Protection - Get Home Inspection~~ (HUD 92564 CN) For FHA Loans

**Comment [d7]:** Moved to Section 11E.

25  
26  
27 **11. ADDITIONAL DISCLOSURES:**

28 **A. LICENSEE DISCLOSURE OF INTEREST:** Pursuant to NAC 645.640,  
29 \_\_\_\_\_ is a licensed real estate agent in the State(s) of \_\_\_\_\_, and has the  
30 following interest, direct or indirect, in this transaction:  Principal (Seller or Buyer) ~~OR~~  family relationship or business  
31 interest.

32 **B.** In addition, for **NEW CONSTRUCTION**, to the extent applicable, Seller will provide: Public Offering  
33 Statement (NRS 116.4108); Electric Transmission Lines (NRS 119.1835); Public Services and Utilities (NRS 119.183); Initial  
34 Purchaser Disclosure (NRS 113); Construction Recovery Fund (NRS 624); Gaming Corridors (NRS 113.070); Water/Sewage  
35 (NRS 113.060); Impact Fees (NRS 278B.320); Surrounding Zoning Disclosure (NRS 113.070); FTC Insulation Disclosure (16  
36 CFR 460.16); and Other: \_\_\_\_\_

37 **C. AIRPORT NOISE:** Buyer hereby acknowledges the proximity of various overflight patterns, airports  
38 (municipal, international, military and/or private) and helipads including, but not limited to, Nellis Air Force Base, McCarran  
39 International Airport, the North Las Vegas Airport, and/or the Henderson Executive Airport to the Property. Buyer also fully  
40 understands that existing and future noise levels at this location, associated with existing and future airport operations, may  
41 affect the livability, value, and suitability of the Property for residential use. Buyer also understands that these airports have  
42 been at their present location for many years, and that future demand and airport operations may increase significantly. For  
43 further information, contact the Clark County Department of Aviation and/or the Federal Aviation Administration. **contact your**  
44 **local department of aviation, or the Federal Aviation Administration.**

45 **D. FEDERAL FAIR HOUSING COMPLIANCE AND DISCLOSURES:** Buyer is advised to consult with  
46 appropriate professionals regarding neighborhood or Property conditions, including but not limited to: schools; proximity and

**Comment [d8]:** Reordered from end of Section 10 to new Section 11B.

**Comment [d9]:** Reordered from Section 12D.

**Comment [d10]:** Reordered from Section 12G.

**Comment [d11]:** Moved to Section 12B.

**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 Last Name: \_\_\_\_\_ BUYER(S) INITIALS: \_\_\_\_\_ / \_\_\_\_\_

Property Address: \_\_\_\_\_ SELLER(S) INITIALS: \_\_\_\_\_ / \_\_\_\_\_

1 adequacy of law enforcement; proximity to commercial, industrial, or agricultural activities; crime statistics; fire protection;  
2 other governmental services; existing and proposed transportation; construction and development; noise or odor from any  
3 source; and other nuisances, hazards or circumstances. All properties are offered without regard to race, color, religion, sex,  
4 national origin, ancestry, handicap or familial status and any other current requirements of federal or state fair housing law.

5 **E.** In addition, Buyer to be provided with ~~acknowledges receipt of:~~

- 6 • **Residential Disclosure Guide** (NRS 645.194)
- 7 • **Consent to Act**, if applicable (NRS 645.252)
- 8 • **Duties Owed by a Nevada Real Estate Licensee** (if one party is unrepresented) (NRS 645.252)
- 9 • **For Your Protection - Get Home Inspection** (HUD 92564-CN) For FHA Loans

10 **12. BUYER'S DUE DILIGENCE:**

11 **A. DUE DILIGENCE PERIOD:** Buyer shall have \_\_\_\_ calendar days from Acceptance to complete Buyer's  
12 Due Diligence. Buyer shall ensure that all inspections and certifications are initiated in a timely manner as to complete the Due  
13 Diligence in the time outlined herein. (If utilities are not supplied by the deadline referenced herein or if the Disclosures are not  
14 delivered to Buyer by the deadline referenced herein, then Buyer's Due Diligence Period will be extended by the same number  
15 of calendar days that Seller delayed supplying the utilities or delivering the Disclosures, whichever is longer.) During this  
16 period Buyer shall have the exclusive right at Buyer's discretion to cancel this Agreement. In the event of such cancellation,  
17 unless otherwise agreed herein, the EMD will be refunded to Buyer. If Buyer provides Seller with notice of objections, the  
18 Due Diligence Period will be extended by the same number of calendar days that it takes Seller to respond in writing to  
19 Buyer's objections. If Buyer fails to cancel this Agreement within the Due Diligence Period (as it may be extended), Buyer will  
20 be deemed to have waived the right to cancel under this section.

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

**Comment [d12]:** This sentence used to appear in the Fair Housing section.

**Comment [d13]:** This sentence used to be Section 12E.

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

49 **D. AIRPORT NOISE:** Buyer hereby acknowledges the proximity of various overflight patterns, airports and  
50 helipads including, but not limited to, Nellis Air Force Base, McCarran International Airport, the North Las Vegas Airport,  
51

**Comment [d14]:** Moved to Section 11C.

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Buyer's Last Name: \_\_\_\_\_ BUYER(S) INITIALS: \_\_\_\_\_ / \_\_\_\_\_

Property Address: \_\_\_\_\_ SELLER(S) INITIALS: \_\_\_\_\_ / \_\_\_\_\_

1 and/or the Henderson Executive Airport to the Property. Buyer also fully understands that existing and future noise levels at  
2 this location, associated with existing and future airport operations, may affect the livability, value, and suitability of the  
3 Property for residential use. Buyer also understands that these airports have been at their present location for many years, and  
4 that future demand and airport operations may increase significantly. For further information, contact the Clark County  
5 Department of Aviation and/or the Federal Aviation Administration.

6  
7 **E. CANCELLATION DUE TO INSPECTION REPORT:** If Buyer cancels this Agreement due to a specific  
8 inspection report, Buyer shall provide Seller at the time of cancellation with a copy of the report containing the name, address,  
9 and telephone number of the inspector.

Comment [d15]: Moved to Section 12B.

10  
11 **F. EXPENSES IN THE EVENT OF CANCELLATION:** In the event this Agreement is canceled under any  
12 provision as set forth herein, neither Buyer nor Seller will be reimbursed for any expenses incurred in conjunction with due  
13 diligence, inspections, appraisals or any other matters pertaining to this transaction (unless otherwise provided herein).

Comment [d16]: Moved to Section 17.

14  
15 **13. WALK-THROUGH INSPECTION OF PROPERTY:** Buyer is entitled under this Agreement to a walk-through of  
16 the Property within \_\_\_\_ calendar days prior to COE to ensure the Property and all major systems, appliances,  
17 heating/cooling, plumbing and electrical systems and mechanical fixtures are as stated in Seller's Real Property Disclosure  
18 Statement, and that the Property and improvements are in the same general condition as when this Agreement was signed by  
19 Seller and Buyer. To facilitate Buyer's walk-through, Seller is responsible for keeping all necessary utilities on. If any  
20 systems cannot be checked by Buyer on walk-through due to non-access or no power/gas/water, then Buyer reserves the right  
21 to hold Seller responsible for defects which could not be detected on walk-through because of lack of such access or  
22 power/gas/water. The purpose of the walk-through is to confirm (a) the Property is being maintained (b) repairs, if any, have  
23 been completed as agreed, and (c) Seller has complied with Seller's other obligations. **If Buyer elects not to conduct a walk-**  
24 **through inspection prior to the close of escrow, then all systems, items and aspects of the property are deemed satisfactory, and**  
25 **Buyer releases Seller's liability for costs of any repair that would have reasonably been identified by a walk-through**  
26 **inspection, except as otherwise provided by law.**

27  
28 **14. DELIVERY OF POSSESSION:** Seller shall deliver the Property along with **any** keys, alarm codes, **parking permits**  
29 **(if freely transferable), gate transponders** and garage door opener/controls outside of Escrow, upon COE. Seller agrees to  
30 vacate the Property and leave the Property in a neat and orderly, broom-clean condition and tender possession no later than   
31 COE or  \_\_\_\_\_. In the event Seller does not vacate the Property by **COE this time**, Seller shall be considered a  
32 trespasser and shall be liable to Buyer for the sum of \$\_\_\_\_\_ per calendar day in addition to Buyer's legal and  
33 equitable remedies. Any personal property left on the Property after **COE the date indicated in this paragraph** shall be  
34 considered abandoned by Seller.

Comment [d17]: Used to be Section 9.

35  
36 **15. RISK OF LOSS:** Risk of loss shall be governed by NRS 113.040. This law provides generally that if all or any  
37 material part of the Property is destroyed before transfer of legal title or possession, Seller cannot enforce the Agreement and  
38 Buyer is entitled to recover any portion of the sale price paid. If legal title or possession has transferred, risk of loss shall shift  
39 to Buyer.

40  
41 **16. ASSIGNMENT OF THIS AGREEMENT:** Unless otherwise stated herein, this Agreement is non-assignable by  
42 Buyer.

43  
44 **17. CANCELLATION OF AGREEMENT:** In the event this Agreement is properly cancelled in accordance with the  
45 terms contained herein, then Buyer will be entitled to a refund of the EMD. **Neither Buyer nor Seller will be reimbursed for any**  
46 **expenses incurred in conjunction with due diligence, inspections, appraisals or any other matters pertaining to this transaction**  
47 **(unless otherwise provided herein).**

Comment [d18]: This sentence was moved from Section 12F.

48  
49 **18. DEFAULT:**

50  
51 **A. MEDIATION:** Before any legal action is taken to enforce any term or condition under this Agreement, the  
52 parties agree to engage in mediation, a dispute resolution process, through **GLVAR the local association of**  
53 **REALTORS® where the property is located.** Notwithstanding the foregoing, in the event the Buyer finds it necessary  
54 to file a claim for specific performance, this paragraph shall not apply.

55  
56 **B. IF BUYER DEFAULTS:** If Buyer defaults in performance under this Agreement, Seller shall have one of

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Buyer's Last Name: \_\_\_\_\_ BUYER(S) INITIALS: \_\_\_\_\_ / \_\_\_\_\_

Property Address: \_\_\_\_\_ SELLER(S) INITIALS: \_\_\_\_\_ / \_\_\_\_\_

1 the following legal recourses against Buyer (check one only):

2  As Seller’s sole legal recourse, Seller may retain, as liquidated damages, the EMD. In this respect, the Parties  
3 agree that Seller’s actual damages would be difficult to measure and that the EMD is in fact a reasonable estimate  
4 of the damages that Seller would suffer as a result of Buyer’s default. Seller understands that any additional  
5 deposit not considered part of the EMD in Paragraph 1(B) herein will be immediately released by ESCROW  
6 HOLDER to Buyer.  
7

8 **-OR-**

9  Seller shall have the right to recover from Buyer all of Seller’s actual damages that Seller may suffer as a result of  
10 Buyer’s default including, but not limited to, commissions due, expenses incurred until the Property is sold to a  
11 third party and the difference in the sales price.  
12

13 **C. IF SELLER DEFAULTS:** If Seller defaults in performance under this Agreement, Buyer reserves all legal  
14 and/or equitable rights (such as specific performance) against Seller, and Buyer may seek to recover Buyer’s actual  
15 damages incurred by Buyer due to Seller’s default.  
16

17 **Instructions to Escrow**

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

34 **20. UNCLAIMED FUNDS:** In the event that funds from this transaction remain in an account, held by ESCROW  
35 HOLDER, for such a period of time that they are deemed “abandoned” under the provisions of Chapter 120A of the Nevada  
36 Revised Statutes, ESCROW HOLDER is hereby authorized to impose a charge upon the dormant escrow account. Said charge  
37 shall be no less than \$5.00 per month and may not exceed the highest rate of charge permitted by statute or regulation.  
38 ESCROW HOLDER is further authorized and directed to deduct the charge from the dormant escrow account for as long as the  
39 funds are held by ESCROW HOLDER.  
40

41 **Brokers**

42 **21. BROKER FEES:** Buyer herein requires, and Seller agrees, as a condition of this Agreement, that Seller will pay  
43 Listing Broker and Buyer’s Broker, who becomes by this clause a third party beneficiary to this Agreement, that certain sum or  
44 percentage of the purchase price (commission), that Seller, or Seller’s Broker, offered for the procurement of ready, willing and  
45 able Buyer via the Multiple Listing Service, any other advertisement or written offer. Seller understands and agrees that if  
46 Seller defaults hereunder, Buyer’s Broker, as a third-party beneficiary of this Agreement, has the right to pursue all legal  
47 recourse against Seller for any commission due.

48 **22. WAIVER OF CLAIMS.** Buyer and Seller agree that they are not relying upon any representations made by Brokers  
49 or Broker’s agent. Buyer acknowledges that at COE, the Property will be sold AS-IS, WHERE-IS without any representations

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Property Address: \_\_\_\_\_ SELLER(S) INITIALS: \_\_\_\_\_ / \_\_\_\_\_

1 or warranties, unless expressly stated herein. Buyer agrees to satisfy himself, as to the condition of the Property, prior to COE.  
2 Buyer acknowledges that any statements of acreage or square footage by Brokers are simply estimates, and Buyer agrees to  
3 make such measurements, as Buyer deems necessary, to ascertain actual acreage or square footage. Buyer waives all claims  
4 against Brokers or their agents for (a) defects in the Property; (b) inaccurate estimates of acreage or square footage; (c)  
5 environmental waste or hazards on the Property; (d) the fact that the Property may be in a flood zone; (e) the Property's  
6 proximity to freeways, airports or other nuisances; (f) the zoning of the Property; (g) tax consequences; or (h) factors related to  
7 Buyer's failure to conduct walk-throughs or inspections. Buyer assumes full responsibility for the foregoing and agrees to  
8 conduct such tests, walk-throughs, inspections and research, as Buyer deems necessary. In any event, Broker's liability is  
9 limited, under any and all circumstances, to the amount of that Broker's commission/fee received in this transaction.  
10

## Other Matters

11 **23. DEFINITIONS:** "Acceptance" means the date that both parties have consented to and received a final, binding  
12 contract by affixing their signatures to this Agreement & all counter-offers. "Agent" means a licensee working under a Broker  
13 or licensees working under a developer. "Agreement" includes this document as well as all accepted counteroffers and  
14 addenda. "Bona Fide" means genuine. "Buyer" means one or more individuals or the entity that intends to purchase the  
15 Property. "Broker" means the Nevada licensed real estate broker listed herein representing Seller and/or Buyer (and all real  
16 estate agents associated therewith). "Business Day" excludes Saturdays, Sundays, and legal holidays. "Calendar Day" means  
17 a calendar day from/to midnight unless otherwise specified. "CFR" means the Code of Federal Regulations. "CIC" means  
18 Common Interest Community (formerly known as "HOA" or homeowners associations). "CIC Capital Contribution" means  
19 a one-time non-administrative fee, cost or assessment charged by the CIC upon change of ownership. "CIC Transfer Fees"  
20 means the administrative service fee charged by a CIC to transfer ownership records. "CLUE" means Comprehensive Loss  
21 Underwriting Exchange. "Close of Escrow (COE)" means the time of recordation of the deed in Buyer's name. "Default"  
22 means the failure of a Party to observe or perform any of its material obligations under this Agreement. "Delivered" means  
23 personally delivered to Parties or respective Agents, transmitted by facsimile machine, electronic means, overnight delivery, or  
24 mailed by regular mail. "Down Payment" is the Purchase Price less loan amount(s). "EMD" means Buyer's earnest money  
25 deposit. "Escrow Holder" means the neutral party that will handle the escrow. "FHA" is the U.S. Federal Housing  
26 Administration. "GLVAR" means the Greater Las Vegas Association of REALTORS®. "HPP" means the Homeowner  
27 Protection Plan. "IRC" means the Internal Revenue Code (tax code). "LID" means Limited Improvement District. "N/A"  
28 means not applicable. "NAC" means Nevada Administrative Code. "NRS" means Nevada Revised Statutes as Amended.  
29 "Party" or "Parties" means Buyer and Seller. "PITI" means principal, interest, taxes, and hazard insurance. "PMI" means  
30 private mortgage insurance. "PST" means Pacific Standard Time, and includes daylight savings time if in effect on the date  
31 specified. "PTR" means Preliminary Title Report. "Property" means the real property and any personal property included in  
32 the sale as provided herein. "Receipt" means delivery to the party or the party's agent. "Seller" means one or more individuals  
33 or the entity that is the owner of the Property. "SID" means Special Improvement District. "Title Company" means the  
34 company that will provide title insurance. "USC" is the United States Code. "VA" is the Veterans Administration.  
35

## 24. DELIVERY, FACSIMILE, AND COPIES AND NOTICES:

36  
37  
38 **A.** Delivery of all instruments or documents associated with this Agreement shall be delivered to the Agent for  
39 Seller or Buyer if represented. This Agreement may be signed by the parties on more than one copy, which, when taken  
40 together, each signed copy shall be read as one complete form. Facsimile signatures may be accepted as original.  
41

42 **B.** Except as otherwise provided in Paragraph § 9, when a Party wishes to provide notice as required in this  
43 Agreement, such notice shall be sent regular mail, personal delivery, and/or by facsimile, overnight delivery and/or by email to  
44 the Agent for that Party. The notification shall be effective when postmarked, received, and/or faxed, delivery confirmed,  
45 and/or read receipt confirmed in the case of email. Any cancellation notice shall be contemporaneously faxed to Escrow.  
46

Comment [d19]: This paragraph used to be Section 25.

47 **24. FIXTURES AND PERSONAL PROPERTY:** The following items will be transferred, free of liens, with the sale of  
48 the Property with no real value unless stated otherwise herein. Unless an item is covered under Paragraph 5(F) of this  
49 Agreement, all items are transferred in an "AS IS" condition.

Comment [d20]: Moved to Section 4.

50 **A.** All EXISTING fixtures and fittings including, but not limited to: electrical, mechanical, lighting, plumbing  
51 and heating fixtures, ceiling fan(s), fireplace insert(s), gas logs and grates, solar power system(s), built-in appliance(s),  
52 window and door screens, awnings, shutters, window coverings, attached floor covering(s), television antenna(s),  
53 satellite dish(es), private integrated telephone systems, air coolers/conditioner(s), pool/spa equipment, garage door  
54 opener(s)/remote control(s), mailbox, in ground landscaping, trees/shrub(s), water softener(s), water purifiers, security

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Property Address: \_\_\_\_\_ SELLER(S) INITIALS: \_\_\_\_\_ / \_\_\_\_\_

1 systems/alarm(s);

2 B. The following additional items: \_\_\_\_\_

3 \_\_\_\_\_  
4 \_\_\_\_\_  
5 ~~25. NOTICES: Except as otherwise provided in Paragraph 8, when a Party wishes to provide notice as required in this~~  
6 ~~Agreement, such notice shall be sent regular mail, personal delivery, by facsimile, to the Agent for that Party. The notification~~  
7 ~~shall be effective when postmarked, received and/or faxed. Any cancellation notice shall be contemporaneously faxed to~~  
8 ~~Eserow.~~

9  
10 ~~25. IRC 1031 EXCHANGE: Seller and/or Buyer may make this transaction part of an IRC 1031 exchange. The party~~  
11 ~~electing to make this transaction part of an IRC 1031 exchange will pay all additional expenses associated therewith, at no cost~~  
12 ~~to the other party. The other party agrees to execute any and all documents necessary to effectuate such an exchange.~~

13  
14 ~~26. MISCELLANEOUS OTHER ESSENTIAL TERMS: Time is of the essence. No change, modification or~~  
15 ~~amendment of this Agreement shall be valid or binding unless such change, modification or amendment shall be in writing and~~  
16 ~~signed by each party. This Agreement will be binding upon the heirs, beneficiaries and devisees of the parties hereto. This~~  
17 ~~Agreement is executed and intended to be performed in the State of Nevada, and the laws of that state shall govern its~~  
18 ~~interpretation and effect. The parties agree that the county and state in which the Property is located is the appropriate forum~~  
19 ~~for any action relating to this Agreement. Should any party hereto retain counsel for the purpose of initiating litigation to~~  
20 ~~enforce or prevent the breach of any provision hereof, or for any other judicial remedy, then the prevailing party shall be~~  
21 ~~entitled to be reimbursed by the losing party for all costs and expenses incurred thereby, including, but not limited to,~~  
22 ~~reasonable attorneys fees and costs incurred by such prevailing party.~~

23  
24 ~~THIS IS A LEGALLY BINDING CONTRACT. All parties are advised to seek independent legal and tax advice to review~~  
25 ~~the terms of this Agreement.~~

26  
27 ~~NO REAL ESTATE BROKER/AGENT MAY SIGN FOR A PARTY TO THIS AGREEMENT UNLESS THE~~  
28 ~~BROKER OR AGENT HAS A PROPERLY EXECUTED POWER OF ATTORNEY TO DO SO.~~

29  
30 ~~THIS FORM HAS BEEN APPROVED BY THE GREATER LAS VEGAS ASSOCIATION OF REALTORS@~~  
31 ~~(GLVAR). NEVADA ASSOCIATION OF REALTORS. NO REPRESENTATION IS MADE AS TO THE LEGAL~~  
32 ~~VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE~~  
33 ~~BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE~~  
34 ~~LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.~~

35  
36 ~~This form is available for use by the real estate industry. It is not intended to identify the user as a REALTOR@.~~  
37 ~~REALTOR@ is a registered collective membership mark which may be used only by members of the NATIONAL~~  
38 ~~ASSOCIATION OF REALTORS@ who subscribe to its Code of Ethics.~~

39  
40 ~~27. CONFIRMATION OF REPRESENTATION: (NOTE: Both Sections must be completed per NAC 645.637.)~~  
41 ~~The Agents in this transaction are:~~

Comment [d21]: Moved to signature page.

42 Buyer's Broker: \_\_\_\_\_ Agent's Name: \_\_\_\_\_

43 Company: \_\_\_\_\_ MLS Public ID#: \_\_\_\_\_

44 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

45 E-mail: \_\_\_\_\_

46 Address: \_\_\_\_\_

47 Seller's Broker: \_\_\_\_\_ Agent's Name: \_\_\_\_\_

48 Company: \_\_\_\_\_ MLS Public ID#: \_\_\_\_\_

49 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

50 E-mail: \_\_\_\_\_

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Buyer's Last Name: \_\_\_\_\_ BUYER(S) INITIALS: \_\_\_\_\_ / \_\_\_\_\_

Property Address: \_\_\_\_\_ SELLER(S) INITIALS: \_\_\_\_\_ / \_\_\_\_\_

1 Address: \_\_\_\_\_

2 \_\_\_\_\_

3 27. ~~ADDITIONAL TERMS AND/OR~~  **ADDENDUMS ATTACHED:** \_\_\_\_\_

4 \_\_\_\_\_

5 \_\_\_\_\_

6 \_\_\_\_\_

7 \_\_\_\_\_

8 \_\_\_\_\_

9 \_\_\_\_\_

10 \_\_\_\_\_

11 \_\_\_\_\_

12 28. **ADDITIONAL TERMS:** \_\_\_\_\_

13 \_\_\_\_\_

14 \_\_\_\_\_

15 \_\_\_\_\_

16 \_\_\_\_\_

17 \_\_\_\_\_

18 \_\_\_\_\_

19 \_\_\_\_\_

Earnest Money Receipt

20 BUYER'S AGENT ACKNOWLEDGES RECEIPT FROM BUYER HEREIN of the sum of \$ \_\_\_\_\_

21 evidenced by Cash, Cashier's Check, Personal Check, or Other \_\_\_\_\_

22 payable to \_\_\_\_\_. Upon acceptance, Earnest Money to be deposited within ONE (1) business

23 day, with Escrow Holder, Buyer's Broker's Trust Account, - OR - Seller's Broker's Trust Account

24 Date: \_\_\_\_\_ Signed: \_\_\_\_\_ Buyer's Agent.

25 \_\_\_\_\_

26 \_\_\_\_\_

27 \_\_\_\_\_

28 \_\_\_\_\_

Buyer's Offer Acknowledgement of Offer

29 **Upon Seller's Acceptance, Buyer agrees** to be bound by each provision of this Agreement, and all signed addenda,

30 disclosures, and attachments.

31 \_\_\_\_\_

32 \_\_\_\_\_

33 \_\_\_\_\_: \_\_\_\_\_ AM/PM

34 Buyer's Signature \_\_\_\_\_ Buyer's Printed Name \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

35 \_\_\_\_\_

36 \_\_\_\_\_: \_\_\_\_\_ AM/PM

37 Buyer's Signature \_\_\_\_\_ Buyer's Printed Name \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

38 \_\_\_\_\_

39 **Seller must respond by:** \_\_\_\_\_ (AM/PM) on (month) \_\_\_\_\_, (day) \_\_, (year) \_\_\_\_\_. **Unless this**

**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 Last Name: \_\_\_\_\_ BUYER(S) INITIALS: \_\_\_\_\_ / \_\_\_\_\_

Property Address: \_\_\_\_\_ SELLER(S) INITIALS: \_\_\_\_\_ / \_\_\_\_\_

1 Agreement is accepted, **rejected or countered** by execution below and delivered to the Buyer's Broker before the above  
2 date and time, this offer shall lapse and be of no further force and effect. (~~Under NAC 645.632, Seller is required by~~  
3 ~~law to respond in any event.~~)  
4

5 **Confirmation of Representation:** The Buyer is represented in this transaction by:

6 Buyer's Broker: \_\_\_\_\_ Agent's Name: \_\_\_\_\_  
7 Company Name: \_\_\_\_\_ Office Address: \_\_\_\_\_  
8 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
9 Email: \_\_\_\_\_  
10

11 

Seller's Response
-------------------

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

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

15 **REJECTION:** In accordance with NAC 645.632, Seller hereby informs Buyer the offer presented herein **is not** accepted.  
16

17  
18 \_\_\_\_\_: \_\_\_\_\_ AM/PM  
19 Seller's Signature \_\_\_\_\_ Seller's Printed Name \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

20  
21 \_\_\_\_\_: \_\_\_\_\_ AM/PM  
22 Seller's Signature \_\_\_\_\_ Seller's Printed Name \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_  
23

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

25 Seller's Broker: \_\_\_\_\_ Agent's Name: \_\_\_\_\_  
26 Company Name: \_\_\_\_\_ Office Address: \_\_\_\_\_  
27 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
28 Email: \_\_\_\_\_  
29  
30  
31

**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 Last Name: \_\_\_\_\_ BUYER(S) INITIALS: \_\_\_\_\_ / \_\_\_\_\_

Property Address: \_\_\_\_\_ SELLER(S) INITIALS: \_\_\_\_\_ / \_\_\_\_\_