



**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 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-  \_\_\_\_\_

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

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

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

2 **A. NEW LOAN APPLICATION:** Within \_\_\_\_\_ business days of Acceptance, Buyer agrees to (1) submit a  
3 completed loan application to a lender of Buyer's choice; (2) authorize ordering of the appraisal (per lender's requirements);  
4 and (3) furnish a preapproval letter to Seller based upon a standard factual credit report and review of debt to income ratios. If  
5 Buyer fails to complete any of these conditions within the applicable time frame, Seller reserves the right to terminate this  
6 Agreement. In such event, both parties agree to cancel the escrow and return EMD to Buyer. Buyer  
7  does -OR-  does not  
8 authorize lender to provide loan status updates to Seller's and Buyer's Brokers, as well as Escrow Officer. Buyer agrees to use  
9 Buyer's best efforts to obtain financing under the terms and conditions outlined in this Agreement.

10  
11 **B. CASH PURCHASE:** Within \_\_\_\_\_ business days of Acceptance, Buyer agrees to provide written evidence  
12 from a bona fide financial institution of sufficient cash available to complete this purchase. If Buyer does not submit the  
13 written evidence within the above period, Seller reserves the right to terminate this Agreement.

14  
15 **C. APPRAISAL:** If an appraisal is required as part of this agreement, or requested by Buyer, and if the  
16 appraisal is less than the Purchase Price, the transaction will go forward if (1) Buyer, at Buyer's option, elects to pay the  
17 difference and purchase the Property for the Purchase Price, or (2) Seller, at Seller's option, elects to adjust the Purchase Price  
18 accordingly, such that the Purchase Price is equal to the appraisal. If neither option (1) or (2) is elected, then Parties may  
19 renegotiate; if renegotiation is unsuccessful, then either Party may cancel this Agreement upon written notice, in which event  
20 the EMD shall be returned to Buyer.

21  
22 **3. SALE OF OTHER PROPERTY:**

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

26 \_\_\_\_\_

27  
28 **B.** Said Property  
29  is currently listed  
30  is not -OR-  is  
31 presently in escrow with \_\_\_\_\_  
32 Escrow Number: \_\_\_\_\_ . Proposed Closing Date: \_\_\_\_\_

33  
34 When Buyer has accepted an offer on the sale of this other property, Buyer will promptly deliver a written notice of the sale to  
35 Seller. If Buyer's escrow on this other property is terminated, abandoned, or does not close on time, this Agreement will  
36 terminate without further notice unless the parties agree otherwise in writing. If Seller accepts a bona fide written offer from a  
37 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  
38 written notice of that fact. Within three (3) days of receipt of the notice, Buyer will waive the contingency of the sale and  
39 closing of Buyer's other property, or this Agreement will terminate without further notice. In order to be effective, the waiver  
40 of contingency must be accompanied by reasonable evidence that funds needed to close escrow will be available and Buyer's  
41 ability to obtain financing is not contingent upon the sale and/or close of any other property.

42  
43 **4. FIXTURES AND PERSONAL PROPERTY:** The following items will be transferred, free of liens, with the sale of  
44 the Property with no real value unless stated otherwise herein. Unless an item is covered under Section 7(E) of this Agreement,  
45 all items are transferred in an "AS IS" condition.

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

52  
53 **B.** The following additional items of personal property: \_\_\_\_\_  
54 \_\_\_\_\_

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

1 **5. ESCROW:**

2 **A. OPENING OF ESCROW:** The purchase of the Property shall be consummated through Escrow  
3 ("Escrow"). Opening of Escrow shall take place by the end of one (1) business day after execution of this Agreement  
4 ("Opening of Escrow"), at \_\_\_\_\_ title or escrow company ("Escrow Company" or  
5 "ESCROW HOLDER") with \_\_\_\_\_ ("Escrow Officer") (or such other escrow officer as  
6 Escrow Company may assign). Opening of Escrow shall occur upon Escrow Company's receipt of this fully accepted  
7 Agreement and receipt of the EMD (if applicable). ESCROW HOLDER is instructed to notify the Parties (through their  
8 respective Brokers) of the opening date and the Escrow Number.

9  
10 **B. EARNEST MONEY:** Upon Acceptance, Buyer's EMD as shown in Section 1(A), and 1(B) if applicable, of  
11 this Agreement, shall be deposited per the Earnest Money Receipt Notice and Instructions contained herein

12  
13 **C. CLOSE OF ESCROW:** Close of Escrow ("COE") shall be on (date) \_\_\_\_\_ .  
14 If the designated date falls on a weekend or holiday, COE shall be the next business day.

15  
16 **D. IRS DISCLOSURE:** Seller is hereby made aware that there is a regulation which became effective January  
17 1, 1987, that requires all ESCROW HOLDERS to complete a modified 1099 form, based upon specific information known  
18 only between parties in this transaction and the ESCROW HOLDER. Seller is also made aware that ESCROW HOLDER is  
19 required by federal law to provide this information to the Internal Revenue Service after COE in the manner prescribed by  
20 federal law.

21  
22 **E. FIRPTA:** If applicable, Seller agrees to complete, sign, and deliver to ESCROW HOLDER a certificate  
23 indicating whether Seller is a foreign person or a nonresident alien pursuant to the Foreign Investment in Real Property Tax  
24 Act (FIRPTA). A foreign person is a nonresident alien individual; a foreign corporation not treated as a domestic corporation;  
25 or a foreign partnership, trust or estate. A resident alien is not considered a foreign person under FIRPTA. Buyer and Seller  
26 understand that if Seller is a foreign person then the Buyer must withhold a tax in an amount to be determined by ESCROW  
27 HOLDER in accordance with FIRPTA, unless an exemption applies. Seller agrees to sign and deliver to the ESCROW  
28 HOLDER the necessary documents, to be provided by the ESCROW HOLDER, to determine if withholding is required. (See  
29 26 USC Section 1445).

30  
31 **6. TITLE INSURANCE:** Upon COE, Buyer will be provided with the following type of title insurance policy:  
32  CLTA;  ALTA-Residential; -OR-  ALTA-Extended (including a survey, if required).

33  
34 **7. PRORATIONS, FEES AND EXPENSES (Check appropriate box):**

35 **A. TITLE AND ESCROW FEES:**

TYPE	PAID BY SELLER	PAID BY BUYER	50/50	N/A
Escrow Fees .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lender's Title Policy .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Owner's Title Policy .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Real Property Transfer Tax .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other: _____ .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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44 **B. PRORATIONS:**

TYPE	PAID BY SELLER	PRORATE	N/A
CIC (Common Interest Community) Assessments .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CIC Periodic Fees .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SIDs / LIDs / Bonds / Assessments .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sewer Use Fees .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Real Property Taxes .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other: _____ .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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53 All prorations will be based on a 30-day month and will be calculated as of COE. Prorations will be based upon figures  
54 available at closing. Any supplementals or adjustments that occur after COE will be handled by the parties outside of Escrow.

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56 particular paragraph is otherwise modified by addendum or counteroffer.**

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

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

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

Acceptance of this offer is subject to the following reserved right. Buyer may have the 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) are turned on and supplied to the Property within two (2) business days after execution of this Agreement, to remain on until COE. (It is strongly recommended that Buyer retain licensed Nevada professionals to conduct inspections.)

TYPE	PAID BY SELLER	PAID BY BUYER	50/50	WAIVED
Appraisal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CIC Capital Contribution	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CIC Transfer Fees	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CLUE Report ordered by Seller	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fungal Contaminant Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Home Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mechanical Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Oil Tank Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pool/Spa Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Roof Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Septic Inspection (requires pumping)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Septic Lid Removal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Septic Pumping	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Soils Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Structural Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Survey _____ (type)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Termite/Pest Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Well Inspection (Quantity)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Well Inspection (Quality)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Wood-Burning Device/Chimney Inspection (includes cleaning)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Re-Inspections	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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.

**D. CERTIFICATIONS:**

TYPE	PAID BY SELLER	PAID BY BUYER	50/50	WAIVED
Fungal Contaminant	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Roof	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Septic	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Well	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Wood-Burning Device/Chimney Certification	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The foregoing expenses for inspections and 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. Notwithstanding the above elections, in the event an inspection reveals problems with any of the foregoing, Buyer reserves the right to require a certification.

**E. SELLER'S ADDITIONAL COSTS AND LIMIT OF LIABILITY:** Seller agrees to pay a maximum

amount of \$ \_\_\_\_\_ to correct defects and/or requirements disclosed by inspection reports, appraisals, and/or certifications. It is Buyer's responsibility to inspect the Property sufficiently as to satisfy Buyer's use. Buyer reserves the right to request additional repairs based upon the Seller's Real Property Disclosure. Items of a general maintenance or

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

1 cosmetic nature which do not materially affect value or use of the Property, which existed at the time of Acceptance and which  
2 are not expressly addressed in this Agreement are deemed accepted by the Buyer, except as otherwise provided in this section.  
3 The Brokers herein have no responsibility to assist in the payment of any repair, correction or deferred maintenance on the  
4 Property which may have been revealed by the above inspections, agreed upon by the Buyer and Seller or requested by one  
5 party.  
6

7 **F. LENDER'S FEES:** In addition to Seller's expenses above, Seller will contribute \$ \_\_\_\_\_  
8 to Buyer's Lender's Fees and Buyer's Title and Escrow Fees  including -OR-  excluding costs which Seller must pay  
9 pursuant to loan program requirements. Different loan types (e.g., FHA, VA, conventional) have different appraisal and  
10 financing requirements, which will affect the parties' rights and costs under this Agreement.  
11

12 **G. HOME PROTECTION PLAN:** Buyer and Seller acknowledge that they have been made aware of Home  
13 Protection Plans that provide coverage to Buyer after COE. Buyer  waives -OR-  requires a Home Protection Plan with  
14 \_\_\_\_\_  Seller -OR-  Buyer will pay for the Home Protection  
15 Plan at a price not to exceed \$ \_\_\_\_\_. Buyer will order the Home Protection Plan. Neither Seller nor Brokers make  
16 any representation as to the extent of coverage or deductibles of such plans. ESCROW HOLDER is not responsible for  
17 ordering the Home Protection Plan.  
18

19 **H. OTHER FEES:** Buyer will also pay \$ \_\_\_\_\_ to Buyer's Broker for \_\_\_\_\_ .  
20

21 **8. TRANSFER OF TITLE:** Upon COE, Buyer shall tender to Seller the agreed upon Purchase Price, and Seller shall  
22 tender to Buyer marketable title to the Property free of all encumbrances other than (1) current real property taxes,  
23 (2) covenants, conditions and restrictions (CC&R's) and related restrictions, (3) zoning or master plan restrictions and public  
24 utility easements; and (4) obligations assumed and encumbrances accepted by Buyer prior to COE. Buyer is advised the  
25 Property may be reassessed after COE which may result in a real property tax increase or decrease.  
26

27 **9. COMMON-INTEREST COMMUNITIES:** If the Property is subject to a Common Interest Community ("CIC"),  
28 Seller or his authorized agent shall request the CIC documents and certificate listed in NRS 116.4109 (collectively, the "resale  
29 package") within two (2) business days of Acceptance and provide the same to Buyer within one (1) business day of Seller's  
30 receipt thereof. Buyer may cancel this Agreement without penalty until midnight of the fifth (5th) calendar day following the  
31 date of receipt of the resale package. If Buyer does not receive the resale package within fifteen (15) calendar days of  
32 Acceptance, this Agreement may be cancelled in full by Buyer without penalty. If Buyer elects to cancel this Agreement  
33 pursuant to this section, he must deliver, via hand delivery or prepaid U.S. mail, a written notice of cancellation to Seller or his  
34 authorized agent identified in the Confirmation of Representation at the end of this Agreement. Upon such written cancellation,  
35 Buyer shall promptly receive a refund of the EMD. The parties agree to execute any documents requested by ESCROW  
36 HOLDER to facilitate the refund. If written cancellation is not received within the specified time period, the resale package  
37 will be deemed approved. Seller shall pay all outstanding CIC fines or penalties at COE.  
38

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

- 41  **Construction Defect Claims Disclosure**, if Seller has marked "Yes" to Paragraph 1(d) of the  
42 Seller Real Property Disclosure Form (NRS 40.688)
- 43  **Fungal (Mold) Notice Form** (not required by Nevada law)
- 44  **Lead-Based Paint Disclosure and Acknowledgment**, required if constructed before 1978 (24 CFR 745.113)
- 45  **Methamphetamine Lab Disclosure**, if applicable (NRS 40.770, NRS 489.776)
- 46  **Pest Notice Form** (not required by Nevada law)
- 47  **Promissory Note and the most recent monthly statement of all loans to be assumed by Buyer**
- 48  **Rangeland Disclosure** (NRS 113.065)
- 49  **Seller Real Property Disclosure Form** (NRS 113.130)
- 50  **Other** (list) \_\_\_\_\_

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1 **11. ADDITIONAL DISCLOSURES:**

2 **A. LICENSEE DISCLOSURE OF INTEREST:** Pursuant to NAC 645.640,  
3 \_\_\_\_\_ is a licensed real estate agent in the State(s) of \_\_\_\_\_, and has the  
4 following interest, direct or indirect, in this transaction:  Principal (Seller or Buyer) **-OR-**  family relationship or business  
5 interest: \_\_\_\_\_  
6

7 **B.** In addition, for **NEW CONSTRUCTION**, to the extent applicable, Seller will provide: Public Offering  
8 Statement (NRS 116.4108); Electric Transmission Lines (NRS 119.1835); Public Services and Utilities (NRS 119.183); Initial  
9 Purchaser Disclosure (NRS 113); Construction Recovery Fund (NRS 624); Gaming Corridors (NRS 113.070); Water/Sewage  
10 (NRS 113.060); Impact Fees (NRS 278B.320); Surrounding Zoning Disclosure (NRS 113.070); FTC Insulation Disclosure (16  
11 CFR 460.16); and Other: \_\_\_\_\_  
12

13 **C. AIRPORT NOISE:** Buyer hereby acknowledges the proximity of various overflight patterns, airports  
14 (municipal, international, military and/or private) and helipads. Buyer also fully understands that existing and future noise  
15 levels at this location, associated with existing and future airport operations, may affect the livability, value and suitability of  
16 the Property for residential use. Buyer also understands that these airports have been at their present location for many years,  
17 and that future demand and airport operations may increase significantly. For further information, contact your local  
18 department of aviation or the Federal Aviation Administration.  
19

20 **D. FEDERAL FAIR HOUSING COMPLIANCE AND DISCLOSURES:** All properties are offered without  
21 regard to race, color, religion, sex, national origin, ancestry, handicap or familial status and any other current requirements of  
22 federal or state fair housing law.  
23

24 **E.** In addition, Buyer acknowledges receipt of:  
25 • **Residential Disclosure Guide** (NRS 645.194)  
26 • **Consent to Act**, if applicable (NRS 645.252)  
27 • **Duties Owed by a Nevada Real Estate Licensee** (if one party is unrepresented) (NRS 645.252)  
28 • **For Your Protection - Get Home Inspection** (HUD 92564-CN) For FHA Loans  
29

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

31 **A. DUE DILIGENCE PERIOD:** Buyer shall have \_\_\_\_\_ calendar days from Acceptance to complete Buyer's  
32 Due Diligence. Buyer shall ensure that all inspections and certifications are initiated in a timely manner as to complete the Due  
33 Diligence in the time outlined herein. (If utilities are not supplied by the deadline referenced herein or if the disclosures are not  
34 delivered to Buyer by the deadline referenced herein, then Buyer's Due Diligence Period will be extended by the same number  
35 of calendar days that Seller delayed supplying the utilities or delivering the disclosures, whichever is longer.) During this  
36 period Buyer shall have the exclusive right at Buyer's discretion to cancel this Agreement. In the event of such cancellation,  
37 unless otherwise agreed herein, the EMD will be refunded to Buyer. If Buyer provides Seller with notice of objections, the  
38 Due Diligence Period will be extended by the same number of calendar days that it takes Seller to respond in writing to  
39 Buyer's objections. If Buyer fails to cancel this Agreement within the Due Diligence Period (as it may be extended), Buyer will  
40 be deemed to have waived the right to cancel under this section.  
41

42 **B. PROPERTY INSPECTION/CONDITION:** During the Due Diligence Period, Buyer shall take such  
43 action as Buyer deems necessary to determine whether the Property is satisfactory to Buyer including, but not limited to,  
44 whether the Property is insurable to Buyer's satisfaction, whether there are unsatisfactory conditions surrounding or otherwise  
45 affecting the Property (such as location of flood zones, airport noise, noxious fumes or odors, environmental substances or  
46 hazards, whether the Property is properly zoned, locality to freeways, railroads, places of worship, schools, etc.) or any other  
47 concerns Buyer may have related to the Property. During such Period, Buyer shall have the right to have non-destructive  
48 inspections of all structural, roofing, mechanical, electrical, plumbing, heating/air conditioning, water/well/septic, pool/spa,  
49 survey, square footage, and any other property or systems, through licensed and bonded contractors or other qualified  
50 professionals. Seller agrees to provide reasonable access to the Property to Buyer and Buyer's inspectors. Buyer agrees to  
51 indemnify and hold Seller harmless with respect to any injuries suffered by Buyer or third parties present at Buyer's request  
52 while on Seller's Property conducting such inspections, tests or walk-throughs. Buyer's indemnity shall not apply to any  
53 injuries suffered by Buyer or third parties present at Buyer's request that are the result of an intentional tort, gross negligence  
54 or any misconduct or omission by Seller, Seller's Agent or other third parties on the Property. Buyer is advised to consult with  
55 appropriate professionals regarding neighborhood or Property conditions, including but not limited to: schools; proximity and

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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. If Buyer cancels this Agreement due to a specific inspection report,  
4 Buyer shall provide Seller at the time of cancellation with a copy of the report containing the name, address, and telephone  
5 number of the inspector.  
6

7 **C. PRELIMINARY TITLE REPORT:** Within ten (10) business days of Opening of Escrow, Title Company  
8 shall provide Buyer with a Preliminary Title Report ("PTR") to review, which must be approved or rejected within five (5)  
9 business days of receipt thereof. If Buyer does not object to the PTR within the period specified above, the PTR shall be  
10 deemed accepted. If Buyer makes an objection to any item(s) contained within the PTR, Seller shall have five (5) business  
11 days after receipt of objections to correct or address the objections. If, within the time specified, Seller fails to have each such  
12 exception removed or to correct each such other matter as aforesaid, Buyer shall have the option to: (a) terminate this  
13 Agreement by providing notice to Seller and Escrow Officer, entitling Buyer to a refund of the EMD or (b) elect to accept title  
14 to the Property as is. All title exceptions approved or deemed accepted are hereafter collectively referred to as the "Permitted  
15 Exceptions."  
16

17 **13. WALK-THROUGH INSPECTION OF PROPERTY:** Buyer is entitled under this Agreement to a walk-through of  
18 the Property within \_\_\_\_\_ calendar days prior to COE to ensure the Property and all major systems, appliances,  
19 heating/cooling, plumbing and electrical systems and mechanical fixtures are as stated in Seller's Real Property Disclosure  
20 Statement, and that the Property and improvements are in the same general condition as when this Agreement was signed by  
21 Seller and Buyer. To facilitate Buyer's walk-through, Seller is responsible for keeping all necessary utilities on. If any  
22 systems cannot be checked by Buyer on walk-through due to non-access or no power/gas/water, then Buyer reserves the right  
23 to hold Seller responsible for defects which could not be detected on walk-through because of lack of such access or  
24 power/gas/water. The purpose of the walk-through is to confirm (a) the Property is being maintained (b) repairs, if any, have  
25 been completed as agreed, and (c) Seller has complied with Seller's other obligations. If Buyer elects not to conduct a walk-  
26 through inspection prior to COE, then all systems, items and aspects of the Property are deemed satisfactory, and Buyer  
27 releases Seller's liability for costs of any repair that would have reasonably been identified by a walk-through inspection,  
28 except as otherwise provided by law.  
29

30 **14. DELIVERY OF POSSESSION:** Seller shall deliver the Property along with any keys, alarm codes, parking permits  
31 (if freely transferable), gate transponders and garage door opener/controls outside of Escrow, upon COE. Seller agrees to  
32 vacate the Property and leave the Property in a neat and orderly, broom-clean condition and tender possession no later than  
33  COE -OR-  \_\_\_\_\_. In the event Seller does not vacate the Property by this time, Seller shall be  
34 considered a trespasser and shall be liable to Buyer for the sum of \$ \_\_\_\_\_ per calendar day in addition to  
35 Buyer's legal and equitable remedies. Any personal property left on the Property after the date indicated in this section shall be  
36 considered abandoned by Seller.  
37

38 **15. RISK OF LOSS:** Risk of loss shall be governed by NRS 113.040. This law provides generally that if all or any  
39 material part of the Property is destroyed before transfer of legal title or possession, Seller cannot enforce the Agreement and  
40 Buyer is entitled to recover any portion of the sale price paid. If legal title or possession has transferred, risk of loss shall shift  
41 to Buyer.  
42

43 **16. ASSIGNMENT OF THIS AGREEMENT:** Unless otherwise stated herein, this Agreement is non-assignable by  
44 Buyer.  
45

46 **17. CANCELLATION OF AGREEMENT:** In the event this Agreement is properly cancelled in accordance with the  
47 terms contained herein, then Buyer will be entitled to a refund of the EMD. Neither Buyer nor Seller will be reimbursed for any  
48 expenses incurred in conjunction with due diligence, inspections, appraisals or any other matters pertaining to this transaction  
49 (unless otherwise provided herein).  
50

51 **18. DEFAULT:**

52 **A. MEDIATION:** Before any legal action is taken to enforce any term or condition under this Agreement, the  
53 parties agree to engage in mediation, a dispute resolution process, through GLVAR. Notwithstanding the foregoing,  
54 in the event the Buyer finds it necessary to file a claim for specific performance, this section shall not apply.  
55

**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 **B. IF BUYER DEFAULTS:** If Buyer defaults in performance under this Agreement, Seller shall have one of  
2 the following legal recourses against Buyer (check one only):

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

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

### Instructions to Escrow

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

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

### Brokers

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

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

**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: \_\_\_\_\_ / \_\_\_\_\_

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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 and all counteroffers. "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®. "IRC" means the Internal Revenue  
27 Code (tax code). "LID" means Limited Improvement District. "N/A" means not applicable. "NAC" means Nevada  
28 Administrative Code. "NRS" means Nevada Revised Statutes as Amended. "Party" or "Parties" means Buyer and Seller.  
29 "PITI" means principal, interest, taxes, and hazard insurance. "PMI" means private mortgage insurance. "PST" means  
30 Pacific Standard Time, and includes daylight savings time if in effect on the date specified. "PTR" means Preliminary Title  
31 Report. "Property" means the real property and any personal property included in the sale as provided herein. "Receipt"  
32 means delivery to the party or the party's agent. "Seller" means one or more individuals or the entity that is the owner of the  
33 Property. "SID" means Special Improvement District. "Title Company" means the company that will provide title insurance.  
34 "USC" is the United States Code. "VA" is the Veterans Administration.  
35

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

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

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

46 **25. IRC 1031 EXCHANGE:** Seller and/or Buyer may make this transaction part of an IRC 1031 exchange. The party  
47 electing to make this transaction part of an IRC 1031 exchange will pay all additional expenses associated therewith, at no cost  
48 to the other party. The other party agrees to execute any and all documents necessary to effectuate such an exchange.  
49

50 **26. OTHER ESSENTIAL TERMS:** Time is of the essence. No change, modification or amendment of this Agreement  
51 shall be valid or binding unless such change, modification or amendment shall be in writing and signed by each party. This  
52 Agreement will be binding upon the heirs, beneficiaries and devisees of the parties hereto. This Agreement is executed and  
53 intended to be performed in the State of Nevada, and the laws of that state shall govern its interpretation and effect. The parties  
54 agree that the county and state in which the Property is located is the appropriate forum for any action relating to 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 Name: \_\_\_\_\_ BUYER(S) INITIALS: \_\_\_\_\_ / \_\_\_\_\_

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

1 Agreement. Should any party hereto retain counsel for the purpose of initiating litigation to enforce or prevent the breach of  
2 any provision hereof, or for any other judicial remedy, then the prevailing party shall be entitled to be reimbursed by the losing  
3 party for all costs and expenses incurred thereby, including, but not limited to, reasonable attorneys fees and costs incurred by  
4 such prevailing party.

5  
6 **THIS IS A LEGALLY BINDING CONTRACT.** All parties are advised to seek independent legal and tax advice to review  
7 the terms of this Agreement.

8  
9 **NO REAL ESTATE BROKER/AGENT MAY SIGN FOR A PARTY TO THIS AGREEMENT UNLESS THE**  
10 **BROKER OR AGENT HAS A PROPERLY EXECUTED POWER OF ATTORNEY TO DO SO.**

11  
12 **THIS FORM HAS BEEN APPROVED BY THE GREATER LAS VEGAS ASSOCIATION OF REALTORS®**  
13 **(GLVAR). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY**  
14 **PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO**  
15 **ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN**  
16 **APPROPRIATE PROFESSIONAL.**

17  
18 **This form is available for use by the real estate industry. It is not intended to identify the user as a REALTOR®.**  
19 **REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL**  
20 **ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.**

21  
22 **27. ADDENDUM(S) ATTACHED:** \_\_\_\_\_  
23 \_\_\_\_\_  
24 \_\_\_\_\_  
25 \_\_\_\_\_  
26 \_\_\_\_\_  
27 \_\_\_\_\_  
28 \_\_\_\_\_  
29 \_\_\_\_\_

30 **28. ADDITIONAL TERMS:** \_\_\_\_\_  
31 \_\_\_\_\_  
32 \_\_\_\_\_  
33 \_\_\_\_\_  
34 \_\_\_\_\_  
35 \_\_\_\_\_  
36 \_\_\_\_\_  
37 \_\_\_\_\_  
38 \_\_\_\_\_  
39 \_\_\_\_\_  
40 \_\_\_\_\_  
41 \_\_\_\_\_

**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: \_\_\_\_\_ / \_\_\_\_\_

**Earnest Money Receipt**

BUYER'S AGENT ACKNOWLEDGES RECEIPT FROM BUYER HEREIN of the sum of \$ \_\_\_\_\_  
evidenced by  Cash,  Cashier's Check,  Personal Check, or  Other \_\_\_\_\_  
payable to \_\_\_\_\_. Upon Acceptance, Earnest Money to be deposited within ONE (1) business  
day, with  Escrow Holder,  Buyer's Broker's Trust Account, - OR -  Seller's Broker's Trust Account

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

**Buyer's Acknowledgement of Offer**

**Upon Acceptance, Buyer agrees** to be bound by each provision of this Agreement, and all signed addenda, disclosures, and attachments.

\_\_\_\_\_: \_\_\_\_\_  AM  PM  
Buyer's Signature Buyer's Printed Name Date Time

\_\_\_\_\_: \_\_\_\_\_  AM  PM  
Buyer's Signature Buyer's Printed Name Date Time

**Seller must respond by:** \_\_\_\_\_  AM  PM on (month) \_\_\_\_\_, (day) \_\_\_\_\_, (year) \_\_\_\_\_. **Unless this Agreement is accepted, rejected or countered below and delivered to the Buyer's Broker before the above date and time, this offer shall lapse and be of no further force and effect.**

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

Buyer's Broker: \_\_\_\_\_ Agent's Name: \_\_\_\_\_  
Company Name: \_\_\_\_\_ Office Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

**Seller's Response**

**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.

\_\_\_\_\_: \_\_\_\_\_  AM  PM  
Seller's Signature Seller's Printed Name Date Time

\_\_\_\_\_: \_\_\_\_\_  AM  PM  
Seller's Signature Seller's Printed Name Date Time

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

Seller's Broker: \_\_\_\_\_ Agent's Name: \_\_\_\_\_  
Company Name: \_\_\_\_\_ Office Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

**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: \_\_\_\_\_ / \_\_\_\_\_