



RESIDENTIAL PURCHASE AGREEMENT

(Joint Escrow Instructions)

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Buyer's Name(s) Here Date:
Full Street Address (Street Number, Street Name, Street Suffix, Street Direction if applicable)
City, County of County, State of Nevada,
Zip Zip Code, A.P.N. # Parcel Number
Full Purchase Price (200,000.00)
Full Purchase Price (Two Hundred Thousand Dollars)
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 For example purposes we will fill in hypothetical numbers but Lines 13-37 should always equal Line 40

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1. FINANCIAL TERMS & CONDITIONS:

\$ 2,000.00 A. EARNEST MONEY DEPOSIT ("EMD") is presented with this offer -OR- Escrow Holder, Buyer's Broker's Trust Account, -OR- Seller's Broker's Trust Account. (NOTE: It is a felony in the State of Nevada—punishable by up to four years in prison and a \$5,000 fine—to write a check for which there are insufficient funds. NRS 193.130(2)(d).)

\$ B. ADDITIONAL DEPOSIT to be placed in escrow on or before (date). The additional deposit will -OR- will not be considered part of the EMD. (Any conditions on the additional deposit should be set forth in Section 28 herein.)

\$ 185,000.00 C. THIS AGREEMENT IS CONTINGENT UPON BUYER QUALIFYING FOR A NEW LOAN: Conventional, FHA, VA, Other (specify).

\$ D. THIS AGREEMENT IS CONTINGENT UPON BUYER QUALIFYING TO ASSUME THE FOLLOWING EXISTING LOAN(S): Conventional, FHA, VA, Other (specify). Interest: Fixed rate, years - OR - Adjustable Rate, years. Seller further agrees to provide the Promissory Note and the most recent monthly statement of all loans to be assumed by Buyer within FIVE (5) calendar days of acceptance of offer.

\$ E. BUYER TO EXECUTE A PROMISSORY NOTE SECURED BY DEED OF TRUST PER TERMS IN THE "FINANCING ADDENDUM" which is attached hereto.

\$ 13,000.00 F. BALANCE OF PURCHASE PRICE (Balance of Down Payment) in Good Funds to be paid prior to Close of Escrow ("COE").

\$ 200,000.00 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.)

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

9  
10 **B. APPRAISAL CONTINGENCY:** Buyer’s obligation to purchase the property is contingent upon the property  
11 appraising for not less than the Purchase Price. If after the completion of an appraisal by a licensed appraiser, Buyer receives written  
12 notice from the lender or the appraiser that the Property has appraised for less than the purchase price (a “Notice of Appraised Value”)  
13 Buyer may attempt to renegotiate or cancel the RPA by providing written notice to the Seller (with a copy of the Appraisal) no later  
14 than \_\_\_\_ calendar days following the date of Acceptance of the RPA; whereupon the EMD shall be released to the Buyer  
15 without the requirement of written authorization from Seller. **IF this Residential Purchase Agreement is not cancelled, in writing**  
16 **on or before the Appraisal Deadline, Buyer shall be deemed to have waived the appraisal contingency.**

17  
18 **C. LOAN CONTINGENCY:** Buyer’s obligation to purchase the property is contingent upon Buyer obtaining the  
19 loan referenced in Section 1(C) or 1(D) of the RPA unless otherwise agreed in writing. Buyer shall remove the loan contingency in  
20 writing, attempt to renegotiate, or cancel the RPA by providing written notice to the Seller no later than \_\_\_\_ calendar  
21 days following the date of Acceptance of the RPA; whereupon the EMD shall be released to the Buyer without the requirement of  
22 written authorization from Seller. **IF this Residential Purchase Agreement is not cancelled, in writing on or before the Loan**  
23 **Contingency Deadline, Buyer shall be deemed to have waived the loan contingency.**

24  
25 **D. CASH PURCHASE:** Within \_\_\_\_ business days of Acceptance, Buyer agrees to provide written evidence  
26 from a bona fide financial institution of sufficient cash available to complete this purchase. If Buyer does not submit the written  
27 evidence within the above period, Seller reserves the right to terminate this Agreement.

28  
29 **3. SALE OF OTHER PROPERTY:**

- 30 **A.** This Agreement is NOT contingent upon the sale of any property owned by the Buyer. **–OR–**  
31 **B.**  (if checked): The attached Contingent Upon Sale Addendum is hereby incorporated into this agreement.

32  
33 **4. FIXTURES AND PERSONAL PROPERTY:** The following items will be transferred, free of liens, with the sale of  
34 the Property with no real value unless stated otherwise herein. Unless an item is covered under Section 7(F) of this Agreement,  
35 all items are transferred in an “AS IS” condition. All EXISTING fixtures and fittings including, but not limited to: electrical,  
36 mechanical, lighting, plumbing and heating fixtures, ceiling fan(s), fireplace insert(s), gas logs and grates, solar power system(s),  
37 built-in appliance(s) including ranges/ovens, window and door screens, awnings, shutters, window coverings, attached floor  
38 covering(s), television antenna(s), satellite dish(es), private integrated telephone systems, air coolers/conditioner(s), pool/spa  
39 equipment, garage door opener(s)/remote control(s), mailbox, in-ground landscaping, trees/shrub(s), water softener(s), water  
40 purifiers, security systems/alarm(s);

41  
42 **The following additional items of personal property:** \_\_\_\_\_  
43 \_\_\_\_\_  
44 \_\_\_\_\_

45 **5. ESCROW:**

46  
47 **A. OPENING OF ESCROW:** The purchase of the Property shall be consummated through Escrow (“Escrow”).  
48 Opening of Escrow shall take place by the end of one (1) business day after Acceptance of this Agreement (“Opening of Escrow”),  
49 at \_\_\_\_\_ title or escrow company (“Escrow Company” or “ESCROW HOLDER”) with  
50 \_\_\_\_\_ (“Escrow Officer”) (or such other escrow officer as Escrow Company may assign).  
51 Opening of Escrow shall occur upon Escrow Company’s receipt of this fully accepted Agreement. ESCROW HOLDER is  
52 instructed to notify the Parties (through their respective Agents) of the opening date and the Escrow Number.

53  
54 **B. EARNEST MONEY:** Upon Acceptance, Buyer’s EMD as shown in Section 1(A), and 1(B) if applicable, of  
55 this Agreement, shall be deposited pursuant to the language in Section 1(A) and 1(B) if applicable.

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

Buyer’s Name: \_\_\_\_\_

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

Property Address: \_\_\_\_\_

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

1  
2 C. **CLOSE OF ESCROW:** Close of Escrow (“COE”) shall be on or before:

3 \_\_\_\_\_ (date). If the designated date falls on a weekend or holiday, COE shall be the next business  
4 day.

5  
6 D. **IRS DISCLOSURE:** Seller is hereby made aware that there is a regulation that requires all ESCROW  
7 HOLDERS to complete a modified 1099 form, based upon specific information known only between parties in this transaction  
8 and the ESCROW HOLDER. Seller is also made aware that ESCROW HOLDER is required by federal law to provide this  
9 information to the Internal Revenue Service after COE in the manner prescribed by federal law.

10  
11 6. **TITLE INSURANCE:** This Purchase Agreement is contingent upon the Seller’s ability to deliver, good and  
12 marketable title as evidenced by a policy of title insurance, naming Buyer as the insured in an amount equal to the purchase price,  
13 furnished by the title company identified in Section 5(A). Said policy shall be in the form necessary to effectuate marketable title  
14 or its equivalent and shall be paid for as set forth in Section 8(A).

15 Always want to have the property conditioned on the Due Diligence.

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

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

42  
43 B. **BUYER’S RIGHT TO CANCEL OR RESOLVE OBJECTIONS:** If Buyer determines, in Buyer’s sole  
44 discretion, that the results of the Due Diligence are unacceptable, Buyer may either: (i) no later than the Due Diligence Deadline  
45 referenced in Section 7, cancel the Residential Purchase Agreement by providing written notice to the Seller, whereupon the  
46 Earnest Money Deposit referenced in Section 1(A) shall be released to the Buyer without the requirement of further written  
47 authorization from Seller; or (ii) no later than the Due Diligence Deadline referenced in Section 7, resolve in writing with Seller  
48 any objections Buyer has arising from Buyer’s Due Diligence.

49  
50 C. **FAILURE TO CANCEL OR RESOLVE OBJECTIONS:** If Buyer fails to cancel the Residential Purchase  
51 Agreement or fails to resolve in writing with Seller any objections Buyer has arising from Buyer’s Due Diligence, as provided  
52 in Section 7, **Buyer shall be deemed to have waived the Due Diligence Condition.**

53 \_\_\_\_\_ Buyer’s Initials \_\_\_\_\_ Buyer’s Initials

54  
55 D. **INSPECTIONS:** Acceptance of this offer is subject to the following reserved right. Buyer may have the  
56 Property inspected and select the licensed contractors, certified building inspectors and/or other qualified professionals who will  
57 inspect the Property. Seller will ensure that necessary utilities (gas, power and water and all operable pilot lights) are turned on

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

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

EVERY BOX should have something written in it

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

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

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

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

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

**A. TITLE, ESCROW & APPRAISAL FEES:**

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

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

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

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

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

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

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

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

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

35  
36  
37 **A. CIC RELATED EXPENSES:** (Identify which party shall pay the costs noted below either: SELLER,  
38 BUYER, 50/50, WAIVED or N/A.)

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

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

- 43  **Seller Real Property Disclosure Form:** (NRS 113.130)  **Open Range Disclosure:** (NRS 113.065)
- 44  **Construction Defect Claims Disclosure:** If Seller has marked "Yes" to Paragraph 1(d) of the  
45 Sellers Real Property Disclosure Form (NRS 40.688) These two will be required  
when applicable
- 46  **Lead-Based Paint Disclosure and Acknowledgment:** required if constructed before 1978 (24 CFR 745.113)
- 47  **Other:** (list) \_\_\_\_\_.

48  
49  
50 Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is  
otherwise modified by addendum or counteroffer.

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

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

1 **12. FEDERAL FAIR HOUSING COMPLIANCE AND DISCLOSURES:** All properties are offered without regard to  
2 race, color, religion, sex, national origin, age, gender identity or expression, familial status, sexual orientation, ancestry, or  
3 handicap and any other current requirements of federal or state fair housing laws.  
4

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

18 **14. DELIVERY OF POSSESSION:** Seller shall deliver the Property along with any keys, alarm codes, garage door  
19 opener/controls and, if freely transferable, parking permits and gate transponders outside of Escrow, upon COE. Seller agrees  
20 to vacate the Property and leave the Property in a neat and orderly, broom-clean condition and tender possession no later than  
21 \_\_\_\_\_ COE –OR– \_\_\_\_\_. In the event Seller does not vacate the Property by this time, Seller shall be  
22 considered a trespasser in addition to Buyer’s other legal and equitable remedies. Any personal property left on the Property after  
23 the date indicated in this section shall be considered abandoned by Seller.  
24

25 **15. RISK OF LOSS:** Risk of loss shall be governed by NRS 113.040. This law provides generally that if all or any  
26 material part of the Property is destroyed before transfer of legal title or possession, Seller cannot enforce the Agreement and  
27 Buyer is entitled to recover any portion of the sale price paid. If legal title or possession has transferred, risk of loss shall shift  
28 to Buyer.  
29

30 **16. ASSIGNMENT OF THIS AGREEMENT:** Unless otherwise stated herein, this Agreement is non-assignable unless  
31 agreed upon in writing by all parties.  
32

33 **17. CANCELLATION OF AGREEMENT:** In the event this Agreement is properly cancelled in accordance with the  
34 terms contained herein, then Buyer will be entitled to a refund of the EMD. Neither Buyer nor Seller will be reimbursed for any  
35 expenses incurred in conjunction with due diligence, inspections, appraisals or any other matters pertaining to this transaction  
36 (unless otherwise provided herein or except as otherwise provided by law).  
37

38 **18. DEFAULT:**

39 **A. MEDIATION:** Before any legal action is taken to enforce any term or condition under this Agreement, the  
40 parties agree to engage in mediation, a dispute resolution process, through GLVAR or a mediator mutually agreed upon by the  
41 parties. Mediation fees, if any, shall be divided equally among the parties involved. Notwithstanding the foregoing, in the event  
42 the Buyer finds it necessary to file a claim for specific performance, this section shall not apply. Each party is encouraged to  
43 have an independent lawyer of their choice review this mediation provision before agreeing thereto. By initialing below, the  
44 parties confirm that they have read and understand this section and voluntarily agree to the provisions thereof.  
45

46 **BUYER(S) INITIALS:** \_\_\_\_\_ / \_\_\_\_\_ **SELLER(S) INITIALS:** \_\_\_\_\_ / \_\_\_\_\_  
47

48 **B. IF SELLER DEFAULTS:** If Seller defaults in performance under this Agreement, Buyer reserves all legal  
49 and/or equitable rights (such as specific performance) against Seller, and Buyer may seek to recover Buyer’s actual damages  
50 incurred by Buyer due to Seller’s default.  
51

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

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

Buyer’s Name: \_\_\_\_\_

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

Property Address: \_\_\_\_\_

**SELLER(S) INITIALS:** \_\_\_\_\_ / \_\_\_\_\_

Instructions to Escrow

Brokers

Other Matters

23. DEFINITIONS: "Acceptance" means the date that both parties have consented to a final, binding contract by affixing their signatures to this Agreement and all counteroffers and said Agreement and all counteroffers have been delivered to both

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

25

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

27

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

31

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

37

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

41

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

51

52

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

55

56

57

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

Buyer's Name: \_\_\_\_\_

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

Property Address: \_\_\_\_\_

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



1 THIS FORM HAS BEEN APPROVED BY THE GREATER LAS VEGAS ASSOCIATION OF REALTORS®  
2 (GLVAR). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY  
3 PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO  
4 ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN  
5 APPROPRIATE PROFESSIONAL.  
6

7 This form is available for use by the real estate industry. It is not intended to identify the user as a REALTOR®.  
8 REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL  
9 ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.  
10  
11

12 27. ADDENDUM(S) ATTACHED: \_\_\_\_\_  
13 \_\_\_\_\_

14 28. ADDITIONAL TERMS: \_\_\_\_\_  
15 \_\_\_\_\_  
16 \_\_\_\_\_  
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21 \_\_\_\_\_

Buyer's Acknowledgement of Offer

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

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

30 **BUYER LICENSEE DISCLOSURE OF INTEREST:** Pursuant to NRS 645.252(1)(c), a real estate licensee must disclose if  
31 he/she is a principal in a transaction or has an interest in a principal to the transaction. Licensee declares that he/she:  
32 \_\_\_\_\_ **DOES NOT** have an interest in a principal to the transaction. **-OR-**  
33 \_\_\_\_\_ **DOES** have the following interest, direct or indirect, in this transaction:  Principal (Buyer) **-OR-**  family or firm  
34 relationship with Buyer or ownership interest in Buyer (if Buyer is an entity): (specify relationship)  
35 \_\_\_\_\_  
36 \_\_\_\_\_  
37 \_\_\_\_\_

38 **Seller must respond by:** \_\_\_\_\_ (\_\_\_ AM \_\_\_ PM) on (month) \_\_\_\_\_, (day) \_\_\_, (year) \_\_\_\_\_. **Unless this**  
39 **Agreement is accepted, rejected or countered below and delivered to the Buyer's Broker before the above date and time,**  
40 **this offer shall lapse and be of no further force and effect. Upon Acceptance, Buyer agrees to be bound by each provision**  
41 **of this Agreement, and all signed addenda, disclosures, and attachments.**  
42

43 _____	_____	_____	_____	AM	PM
44 Buyer's Signature	Buyer's Printed Name	Date	Time		
45 _____	_____	_____	_____	AM	PM
46 Buyer's Signature	Buyer's Printed Name	Date	Time		

47 Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is  
48 otherwise modified by addendum or counteroffer.  
49

50 Buyer's Name: _____	BUYER(S) INITIALS: _____ / _____
Property Address: _____	SELLER(S) INITIALS: _____ / _____



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Seller's Response

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

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

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

\_\_\_ **DOES NOT** have an interest in a principal to the transaction. **-OR-**  
\_\_\_ **DOES** have the following interest, direct or indirect, in this transaction:  Principal (Seller) **-OR-**  family or firm relationship with Seller or ownership interest in Seller (if Seller is an entity): (specify relationship) \_\_\_\_\_.

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

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

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

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

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

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

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

**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: _____ / _____