



RESIDENTIAL OFFER AND ACCEPTANCE AGREEMENT



1 RECEIVED FROM _____
 2 _____ (BUYER),
 3 the amount set forth below as the EARNEST MONEY DEPOSIT on account of the PURCHASE PRICE OF
 4 \$ _____ for the real property commonly described as
 5 _____, situated in the City OR Unincorporated Area of
 6 _____, County of _____, State of Nevada, APN _____ (Property)
 7 legal description shall be supplied in escrow. BUYER does, does not intend to occupy the Property as a
 8 residence.

9
 10 **EARNEST MONEY DEPOSIT (EMD)** Evidenced by Check or other _____
 11 payable to _____, held uncashed until acceptance and then deposited
 12 **within one (1) business day** of Acceptance with _____ \$ _____
 13 Authorized escrow holder to be selected by BUYER SELLER.

14
 15 **BALANCE OF CASH DOWN PAYMENT** (not including closing costs) \$ _____
 16 Source of down payment _____.

17
 18 **CASH PURCHASE** BUYER to provide evidence, satisfactory to SELLER, of sufficient cash
 19 available to complete this purchase within _____ days of Acceptance.

20
 21 **NEW FIRST LOAN: TYPE** Conventional FHA VA Rural Private \$ _____
 22 Fixed Rate for _____ years. Interest not to exceed _____%.
 23 Adjustable Rate for _____ years. Initial Interest not to exceed _____% maximum lifetime rate
 24 not to exceed _____%.

25
 26 **NEW SECOND LOAN: TYPE** Conventional Private \$ _____
 27 Other _____
 28 Fixed Rate for _____ years. Interest not to exceed _____%.
 29 Adjustable Rate for _____ years. Initial Interest not to exceed _____% maximum lifetime rate
 30 not to exceed _____%.

31
 32 **BUYER** to lock loan terms within _____ days of Acceptance or BUYER agrees to pay prevailing rates.

33
 34 **BUYER** to pay discount points not to exceed _____%. **SELLER** to pay discount points not to
 35 exceed _____%. Any reduction in discount points at closing to be allocated proportionately.

36 Loan origination fee not to exceed _____% paid by BUYER SELLER.

37 **SELLER** agrees to pay up to \$ _____ in loan fees that BUYER cannot pay pursuant
 38 to FHA or VA regulation.

39 All remaining loan fees shall be paid as required by law, ordinance and/or regulation.

40
 41 **OTHER** (Specify in Additional Terms and Conditions or Financing Addendum): \$ _____

42
 43 **TOTAL PURCHASE PRICE** in the sum of (not including closing costs): \$ _____

44
 45 **CLOSING** Close of Escrow (COE) to be on _____. Unless otherwise
 46 agreed upon in writing, COE shall not change from the originally agreed upon date. The parties shall deposit, with the
 47 authorized escrow holder, all funds and instruments necessary to complete the transaction in accordance with the terms
 48 in this Agreement.

Address _____

Buyer [_____/_____/_____] and Seller [_____/_____/_____] have read this page.

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

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

19
20 **LOAN APPLICATION REQUIREMENT (BUYER initial required if applying for a Loan)**

21 [_____/_____/_____/_____] **Within five (5) business days** of Acceptance, BUYER agrees to (1)
22 submit a completed loan application, including all documentation, to a lender of BUYER's choice and (2) furnish a
23 pre-approval letter to SELLER based upon a standard factual credit report, acceptable debt to income ratios and
24 sufficient funds to complete the transaction and (3) agrees to authorize ordering of the appraisal. If BUYER fails to
25 complete any of the above requirements, BUYER is in default and SELLER may terminate this Agreement **within two**
26 **(2) business days** and EMD shall be returned to BUYER less BUYER incurred expenses.

27
28 **LOAN CONTINGENCY REMOVAL (BUYER Initial Required)**

29 **Included** **Waived**
30 [_____/_____/_____/_____] [_____/_____/_____/_____] Within _____ days of
31 Acceptance, BUYER shall remove the loan contingency.

32
33 BUYER consents to the lender's release of loan status and conditions of approval to SELLER and Brokers. SELLER
34 has no obligation to cooperate with BUYER's efforts to obtain any financing other than as specified in this Agreement.

35
36 **APPRAISAL CONTINGENCY (BUYER Initial Required)**

37 **Included** **Waived**
38 [_____/_____/_____/_____] [_____/_____/_____/_____] The Appraisal fee is to be
39 paid by BUYER SELLER split equally other _____.

40 If the appraisal does not meet or exceed the purchase price or there are appraisal conditions, BUYER has the right to
41 exercise one of the following options within the contingency period:

- 42 (A) proceed with the transaction without regard to the amount of the appraised valuation or appraisal conditions; or
43 (B) renegotiate with the SELLER, provided that if such renegotiation is not successful within 3 business days, then
44 either party may terminate this Agreement upon written notice and EMD shall be returned to BUYER less BUYER
45 incurred expenses; or
46 (C) terminate this Agreement.

47 Parties acknowledge that FHA and VA guidelines may supersede this provision.

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

49
50 **APPRAISAL CONTINGENCY REMOVAL** Within _____ days of Acceptance, BUYER shall remove the
51 appraisal contingency.

Address _____

Buyer [_____/_____/_____/_____] and Seller [_____/_____/_____/_____] have read this page.

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

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

3 **OR**

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

5 _____ . **BUYER to select option A or B.**

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

8 **OR**

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

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

12 **OR**

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

14 If BUYER's property does not obtain an accepted offer within _____ days of this Acceptance with a
15 scheduled closing on or before _____, then this Agreement shall terminate un-
16 less BUYER and SELLER otherwise agree in writing. BUYER shall not accept an offer contingent on
17 the sale of a third party's property without SELLER's written approval. If BUYER accepts an offer
18 contingent on the sale of a third party's property without SELLER's written approval, SELLER may
19 terminate this Agreement and retain BUYER's EMD.

20

21 SELLER shall have the right to continue to offer this Property for sale and accept written backup offers only, subject
22 to BUYER's rights under this Agreement. If escrow on BUYER's property does not close on or before
23 _____, this Agreement shall terminate, unless BUYER and SELLER otherwise agree in writing, and
24 the parties agree to cancel the escrow and return the EMD to BUYER less BUYER incurred expenses.

25

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

30

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

34

35 **COMMON-INTEREST COMMUNITY DISCLOSURE**

36 The Property is or is not located in a Common-Interest Community (CIC).

37 If so, complete the following:

38 SELLER shall provide, at SELLER's expense, the (CIC) documents ("Resale Package") as required by NRS
39 116.4109. SELLER shall order the Resale Package **within five (5) days of Acceptance** and deliver it to BUYER upon
40 receipt.

41 CIC Association transfer fees paid by BUYER SELLER split equally other _____

42 CIC Association set up fees paid by BUYER SELLER split equally other _____

43 CIC Capital Contribution fees paid by BUYER SELLER split equally other _____

44 Other CIC Association fees related to the transfer of the (CIC) shall be paid by BUYER SELLER split
45 equally other _____

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

48 Existing assessments levied shall be paid by BUYER SELLER split equally other _____

49 CIC assessments levied, but not yet due, shall be paid by BUYER SELLER split equally other _____

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

Address _____

Buyer [_____/_____/_____] and Seller [_____/_____/_____] have read this page.

1 **AREA RECREATION PRIVILEGES AND RULES** SELLER shall comply with CIC (including area recreation
2 privileges) rules regarding the return or transfer of any passes, identification cards, or keys for access to the CIC
3 facilities and general improvements. BUYER shall become familiar with the current CIC facilities and general
4 improvement policies regarding recreation privileges and associated costs prior to COE.

5
6 **VESTED TITLE** Title shall vest as designated in the escrow instructions.

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

19
20 **TITLE AND CLOSING COSTS**

21 BUYER SELLER split equally other _____ shall pay for a (Standard) owner's policy of
22 title insurance.

23 BUYER SELLER split equally other _____ shall pay for a (Standard) lender's policy of
24 title insurance.

25 BUYER is aware additional coverage policies are available. All costs associated with additional coverage policies to be
26 paid for by BUYER SELLER split equally other _____.

27 Escrow Fee to be paid by BUYER SELLER split equally other _____.

28 Transfer Tax(es) to be paid by BUYER SELLER split equally other _____.

29 All remaining closing costs shall be paid in the customary manner as required by law, ordinance and/or regulation.

30
31 **OMISSIONS FROM ESCROW INSTRUCTIONS** The omission from the escrow instructions of any provision in
32 this Agreement shall not preclude any party from enforcing that provision. All written representations and warranties
33 shall survive the conveyance of the Property.

34
35 **BONDS AND ASSESSMENTS (Other than CIC)** In the event there is a bond or assessment with a principal
36 balance or that requires settlement in full prior to COE, it shall be paid by SELLER BUYER assumed by
37 BUYER if allowed split equally other _____.

38
39 **PRORATION** Any and all rents, taxes, interest, homeowner association fees, payments on bonds, assessments and
40 other Property expenses, assumed by BUYER shall be prorated as of the date of recordation of the deed. Security
41 deposits, advance rentals, or considerations involving future lease credits shall be credited to BUYER at COE.

42
43 **REASSESSMENT OF PROPERTY TAX** BUYER is advised the Property may be reassessed in the future, which
44 may result in a tax increase or a tax decrease.

45
46 **HOME WARRANTY CONTRACT (BUYER Initial Required)**

47 **Included** **Waived**
48 [_____/_____/_____/_____] [_____/_____/_____/_____] A home warranty
49 contract shall be selected by BUYER SELLER and shall be paid for by BUYER SELLER split equally
50 other _____. The home warranty confirmation shall be delivered to escrow and become
51 effective at COE for not less than one year, at a price NOT to exceed \$ _____.

Address _____

Buyer [_____/_____/_____/_____] and Seller [_____/_____/_____/_____] have read this page.

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

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

11 _____
12 _____

13
14 **PERSONAL PROPERTY** The following personal property, on the premises when inspected by BUYER is
15 included in the purchase price, free of liens, with no warranty or value implied: _____

16 _____
17 _____

18
19 **SYSTEMS AND MAINTENANCE** Until possession of the Property is delivered, SELLER shall maintain the
20 Property, including but not limited to, all existing structures, landscaping, grounds, appliances and systems. SELLER
21 agrees to deliver the Property in a neat and clean condition, and remove all debris and personal belongings,
22 **EXCLUDING:** _____

23 _____
24 _____

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

30
31 **SELLER'S REAL PROPERTY DISCLOSURE FORM (SRPD)** SELLER shall provide BUYER, **at time of**
32 **written acceptance**, a completed **SRPD** which, by this reference, shall be incorporated into this Agreement. BUYER
33 shall return an acknowledged copy to SELLER or terminate this Agreement, in writing, **within four (4) business days**
34 **of receipt**. SELLER is required to disclose any new defects between the time the **SRPD** is executed and COE.

35
36 **DISCLAIMER** BUYER understands that the **SRPD** is for disclosure purposes and is not a substitute for property
37 inspections by experts including, but not limited to, engineers, geologists, architects, general contractors, specialty
38 contractors such as roofing contractors, and pest control operators. BUYER is advised to retain any experts believed
39 appropriate. BUYER understands and acknowledges Brokers cannot warrant the condition of the Property or guarantee
40 all defects have been disclosed by SELLER. BUYER and SELLER acknowledge Brokers shall not investigate the
41 status of permits, location of Property lines, code compliance or any other Property condition.

42
43 **ITEMS NOT ADDRESSED** Items of general maintenance or cosmetic nature not materially affecting the value, or
44 use of the Property, existing at the time of Acceptance not expressly addressed in this Agreement, are deemed
45 accepted by BUYER.

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

Address _____

Buyer [_____/_____/_____/_____] and Seller [_____/_____/_____/_____] have read this page.

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

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

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

9 within _____ days of Acceptance; OR

10 within _____ days of other contingency: _____

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

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

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

15 C. termination of this Agreement. If BUYER terminates, BUYER is released from any and all obligations to
16 SELLER, and BUYER is entitled to a refund of the EMD, less BUYER incurred expenses.

17 If any inspection is not completed by the deadline, it is waived unless otherwise agreed to in writing. SELLER is
18 released from liability for the cost of repairs that inspection would have reasonably identified had it been conducted,
19 except as otherwise provided by law.

20 INSPECTIONS	Included	Waived	N/A	Paid By	
21 PEST INSPECTION	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
22 HOME INSPECTION	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
23 HEATING SYSTEM INSPECTION	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
24 COOLING SYSTEM INSPECTION	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
25 SURVEY Type _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
26 WELL QUALITY	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
27 WELL QUANTITY	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
28 SEPTIC PUMPING	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
29 SEPTIC INSPECTION	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
30 SEPTIC LID LOCATION/REMOVAL	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
31 FIREPLACE INSPECTION	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
32 WOOD BURNING DEVICE INSPECTION	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
33 WOOD BURNING DEVICE CERTIFICATION (if required)	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER

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

37 OIL TANK TEST Type _____ BUYER SELLER

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

39 LEAD BASED PAINT ASSESSMENT OR INSPECTION BUYER SELLER

40 RADON INSPECTION BUYER SELLER

41 OTHER _____ BUYER SELLER

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

43

44 **REPAIRS** SELLER agrees to pay for and complete repairs, in an amount not to exceed the total sum of
45 \$ _____. Seller understands that Buyer has not yet completed inspections, if any. Buyer reserves the
46 right to request additional repairs (1) identified by the inspections; 2) as allowed by Nevada law for SRPD-related
47 disclosures or newly discovered defects; 3) or for repairs indicated on the Appraisal Report. Seller reserves the right to
48 refuse to complete requested repairs in an amount exceeding the repair limit as indicated above, but understands Buyer
49 may have a right to terminate this Agreement. For any repairs completed a copy of all repair invoices and receipts
50 shall be delivered to BUYER prior to COE. Brokers have no responsibility to assist in the payment of any repairs,
51 corrections or deferred maintenance on the Property.

Address _____

Buyer [_____/_____/_____/_____] and Seller [_____/_____/_____/_____] have read this page.

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

2 **Included**

Waived

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

6
7 [_____/_____/_____/_____] **SATISFACTION OF CONTINGENCIES (BUYER Initial Required)**

8 All contingencies shall be satisfied according to their terms within the time limits specified, expire according to the
9 time limits specified, or be waived in writing. If BUYER exercises their right to terminate this Agreement under any
10 contingency, BUYER is not in default and is entitled to a refund of the EMD, less BUYER incurred expenses. If a
11 contingency expires, it is waived. BUYER and SELLER shall cooperate in providing written waivers of those
12 contingencies.

13
14 **FINAL WALKTHROUGH** BUYER shall have the right to a final walkthrough prior to COE.

15
16 **PHYSICAL POSSESSION** Physical possession of the Property with any keys to Property locks, community mail-
17 boxes, alarms, and garage door openers shall be delivered to BUYER upon recordation of the deed; **OR** Short
18 Term Agreement to Occupy After COE; **OR** Residential Lease/Rental Agreement.

19
20 **DESTRUCTION OF IMPROVEMENTS** If the improvements of the Property are destroyed, materially damaged,
21 or found to be materially defective prior to COE, BUYER may terminate this Agreement by written notice delivered to
22 SELLER's Broker, and EMD shall be returned to BUYER less BUYER incurred expenses.

23
24 **LAND USE REGULATION** BUYER is advised the Property may be subject to the authority of the city, county,
25 state, federal governments, and/or various courts having jurisdiction. These governmental entities, from time to time,
26 have adopted and revised land use and environmental regulations that may apply to the Property. BUYER is advised
27 to research the possible effect of any applicable land use or environmental regulation. Brokers make no representations
28 or warranties regarding the existing permissible uses or future revisions to the land use regulations.

29
30 **ENVIRONMENTAL CONDITIONS** BUYER is advised the Property may be located in an area found to have
31 special flood hazards as indicated by FEMA, avalanche conditions, freezing temperatures, snow loads, seismic activity
32 and/or wildland fires. It may be necessary to purchase additional insurance in order to obtain a loan for the Property.
33 For further information, consult your lender, insurance carrier, or other appropriate agency.

34
35 **WATER METERS** BUYER may be required at a future date to incur the cost of installation of a water meter
36 and/or conversion to metered rates.

37
38 **WELLS** Many factors may affect the performance of a well system. If the Property includes a well, BUYER may
39 be required at some future date to incur the cost of connecting the Property to a public water system.

40
41 **ADDITIONAL FEES** Some areas may have additional fees or charges for the remediation of water systems.

42
43 **SEPTIC SYSTEMS** If the Property includes a septic system, BUYER may be required at some future date to incur
44 the cost of connecting the Property's plumbing to a public sewer system.
45 At COE, BUYER assumes all future costs associated with water meters, wells, and septic systems.

46
47 **PRIVATE ROADS** SELLER shall disclose if the Property shares a common road, access driveway, or right-of-
48 way with another property. If a road maintenance agreement exists, SELLER shall provide the agreement to BUYER.

49
50 **WATER RIGHTS** Water rights, if any, shall be included with the Property unless specifically excluded by deed
51 or mutual agreement.

Address _____

Buyer [_____/_____/_____/_____] and Seller [_____/_____/_____/_____] have read this page.

1 **ADDITIONAL TERMS AND CONDITIONS**

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

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

21
22 **VERIFICATION OF INFORMATION** Any information relating to square footage, land or its use, and/or
23 improvements of the land are approximate or estimates only, and neither SELLER nor Brokers make any
24 representation or guarantee regarding their accuracy. Any oral or written representations by SELLER or Brokers
25 regarding the age of improvements, size, or square footage of a parcel or building, or the location of property lines,
26 may not be accurate. Apparent boundary line indicators such as fences, hedges, walls, or other barriers may not
27 represent the true boundary lines. Brokers are not obligated to investigate the status of permits, zoning, or code
28 compliance. BUYER to satisfy any concerns with conditions that are an important or critical element of the purchase
29 decision. BUYER agrees they have not received or relied upon any representation by Brokers or SELLER with respect
30 to the condition of the Property not contained in this Agreement. The information contained in the Multiple Listing
31 Service, computer, advertisements, and feature sheets pertaining to the Property are not warranted or guaranteed by
32 Brokers. Errors and/or omissions in inputting information, while uncommon, are possible. BUYER shall be
33 responsible for verifying the accuracy of such information. Deposit of all funds necessary to close escrow shall be
34 deemed final acceptance of the Property. SELLER agrees to hold Brokers harmless and to defend and indemnify them
35 from any claim, demand, action, or proceeding resulting from any omission or alleged omission by SELLER.

36
37 **NEVADA LAW TO APPLY** Nevada law shall apply to the interpretation and enforcement of this Agreement.

38
39 **MEDIATION** If a dispute arises out of or relates to this Agreement or its breach, the parties are aware the local
40 Association of REALTORS® has a Dispute Resolution Service (DRS) available. A DRS brochure is available upon
41 request.

42
43 **ATTORNEY FEES** In the event either party is required to engage the services of an attorney to enforce this
44 Agreement, the prevailing party in any proceeding shall be entitled to an award of reasonable attorney's fees, legal
45 expenses, and costs.

46
47 **CODE OF ETHICS** Not all real estate licensees are REALTOR(S)®. A REALTOR® is a member of the National
48 Association of REALTORS® and therefore subscribes to a higher ethical standard, known as the REALTOR® Code of
49 Ethics. To receive a copy of the REALTOR® Code of Ethics, ask your real estate professional or the local Association
50 of REALTORS®.

Address _____

Buyer [_____/_____/_____/_____] and Seller [_____/_____/_____/_____] have read this page.

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

6

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

10

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

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

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

16 **OR**

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

20

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

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

31

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

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

43

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

48

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

Address _____

Buyer [_____/_____/_____] and Seller [_____/_____/_____] have read this page.

1 **SELLER** has agreed, by separate listing agreement, to pay real estate commissions for services rendered, at COE.
2 As published in the MLS, _____ % of the accepted price, or \$ _____, shall be paid to BUYER's real
3 estate brokerage, _____.

4
5 **EXPIRATION OF OFFER** Per NRS 645.254, all offers must be presented to SELLER. This Offer expires unless
6 accepted, including delivery to BUYER, or _____
7 on/or before _____ A.M. P.M. on _____.

8
9 BUYER _____ / _____ DATE _____ / _____ Time _____ / _____

10
11 BUYER _____ / _____ DATE _____ / _____ Time _____ / _____

12
13 **BUYER's Representation:**

14 BUYER's Licensee Name _____ BUYER Broker Name _____
15 BUYER's Licensee Nevada License # _____ BUYER's Broker Nevada License # _____
16 BUYER's Licensee Email _____ Brokerage Name _____
17 Phone _____ Fax _____ Office Address _____
18 _____ City/State/Zip _____

19
20 BUYERS Licensee signature acknowledging receipt of EMD _____

21
22 **SELLER'S ACCEPTANCE, COUNTER OFFER OR REJECTION OF AGREEMENT**

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

27
28 **TAX WITHHOLDING (FIRPTA)** Unless the Property is acquired for use as a primary residence and is sold for
29 no more than \$300,000, SELLER agrees to provide BUYER with (a) Non-Foreign Seller Affidavit, or (b) Withholding
30 Certificate Form from the Internal Revenue Service stating that withholding is not required. In the event none of the
31 foregoing is applicable, BUYER requires a percentage of SELLER's proceeds to be escrowed to comply with the
32 FOREIGN INVESTMENT AND REAL PROPERTY TAX ACT (IRC 1445).

33
34 SELLER is OR is not a foreign person therefore subjecting this transaction to FIRPTA withholding.

35
36 **SELLER** shall check one of the following options, and date, time, and sign this Agreement.

37 **Acceptance of Offer** SELLER accepts this Offer.

38 **Counter Offer #1** SELLER signs this Offer subject to a Counter Offer #1 dated _____.

39 **Rejection** SELLER rejects the foregoing Offer.

40
41 SELLER _____ / _____ DATE _____ / _____ Time _____ / _____

42
43 SELLER _____ / _____ DATE _____ / _____ Time _____ / _____

44
45 **SELLER's Representation:**

46 SELLER's Licensee Name _____ SELLER's Broker Name _____
47
48 SELLER's Licensee Nevada License # _____ SELLER's Brokers Nevada License # _____
49 Phone _____ Fax _____ Brokerage Name _____
50 SELLER's Licensee Email _____ Office Address _____
51 _____ City/State/Zip _____

Address _____