



RESIDENTIAL OFFER AND ACCEPTANCE AGREEMENT



1 RECEIVED FROM _____
2 _____
3 (BUYER), 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 _____
6 situated in the City OR Unincorporated Area of _____, County of _____, State of Nevada,
7 APN _____ (Property) legal description shall be supplied in escrow.
8 BUYER does, does not intend to occupy the Property as a 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
38 **SELLER** agrees to pay up to \$ _____ in loan fees that BUYER cannot pay pursuant
39 to FHA or VA regulation.
40 All remaining loan fees shall be paid as required by law, ordinance and/or regulation.
41
42 **OTHER** (Specify in Additional Terms and Conditions or Financing Addendum): \$ _____
43
44 **TOTAL PURCHASE PRICE** in the sum of (not including closing costs): \$ _____
45
46 **CLOSING** Close of Escrow (COE) to be on _____. Unless otherwise agreed
47 upon in writing, COE shall not change from the originally agreed upon date. The parties shall deposit, with the authorized
48 escrow holder, all funds and instruments necessary to complete the transaction in accordance with the terms in this
49 Agreement.

Address _____

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

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

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

18
19 [_____/_____/_____/_____] **SATISFACTION OF CONTINGENCIES (BUYER Initial Required)** All
20 contingencies shall be satisfied according to their terms within the time limits specified, expire according to the time limits
21 specified, or be waived in writing. If BUYER exercises their right to terminate this Agreement under any contingency,
22 BUYER is not in default and is entitled to a refund of the EMD, less BUYER incurred expenses. If a contingency expires, it
23 is waived. BUYER and SELLER shall cooperate in providing written waivers of those contingencies.

24
25 **LOAN APPLICATION REQUIREMENT (BUYER initial required if applying for a Loan)**
26 [_____/_____/_____/_____] **Within five (5) business days** of Acceptance, BUYER agrees to (1) submit a
27 completed loan application, including all documentation, to a lender of BUYER's choice and (2) furnish a pre-approval letter
28 to SELLER based upon a standard factual credit report, acceptable debt to income ratios and sufficient funds to complete the
29 transaction and (3) agrees to authorize ordering of the appraisal. If BUYER fails to complete any of the above requirements,
30 BUYER is in default and SELLER may terminate this Agreement **within two (2) business days**.

31
32 **LOAN CONTINGENCY REMOVAL (BUYER Initial Required)**
33 **Included** **Waived**
34 [_____/_____/_____/_____] [_____/_____/_____/_____] Within _____ days of
35 Acceptance, BUYER shall remove the loan contingency.

36
37 BUYER consents to the lender's release of loan status and conditions of approval to SELLER and Brokers. SELLER has no
38 obligation to cooperate with BUYER's efforts to obtain any financing other than as specified in this Agreement.

39
40 **APPRAISAL CONTINGENCY (BUYER Initial Required)**
41 **Included** **Waived**
42 [_____/_____/_____/_____] [_____/_____/_____/_____] The Appraisal fee is to be paid
43 by BUYER SELLER split equally other _____. It is expressly
44 agreed, notwithstanding any other provision of this Agreement, BUYER shall not be obligated to complete the purchase of
45 the Property and shall not be in default in the performance of this Agreement if the appraised value of the Property
46 (excluding closing costs) is less than the amount specified as the purchase price. In the event of appraisal required repairs and
47 BUYER and SELLER are unable to come to terms, BUYER shall not be obligated to complete the purchase of the Property
48 and shall not be in default in the performance of this Agreement. BUYER shall have the option, and right of first refusal, of
49 proceeding with the consummation of this Agreement without regard to the amount of the appraised valuation.

50
51 Any required appraisal re-inspections shall be paid by BUYER SELLER split equally other _____.

52
53 **APPRAISAL CONTINGENCY REMOVAL** Within _____ days of Acceptance, BUYER shall remove the appraisal
54 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

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

13 **OR**

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

15

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

19

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

24

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

29

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

33

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

38

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

45

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

Address _____

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

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

12

13 **TITLE AND CLOSING COSTS**

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

21

22 **COMMON-INTEREST COMMUNITY DISCLOSURE**

23 The Property is is not located in a Common-Interest Community (CIC).
24 If so, complete the following:
25 SELLER shall provide, at SELLER's expense, the (CIC) documents ("Resale Package") as required by NRS 116.4109.
26 SELLER shall order the Resale Package **within five (5) days of Acceptance** and deliver it to BUYER upon receipt.
27 CIC Association transfer fees paid by BUYER SELLER split equally other _____
28 CIC Association set up fees paid by BUYER SELLER split equally other _____
29 CIC Capital Contribution fees paid by BUYER SELLER split equally other _____
30 Other CIC Association fees related to the transfer of the (CIC) shall be paid by BUYER SELLER split equally
31 other _____
32 The amount of any delinquent assessments, including penalties, attorney's fees, and other charges provided for in the
33 management documents shall be paid current by SELLER at COE.
34 Existing assessments levied shall be paid by BUYER SELLER split equally other _____
35 CIC assessments levied, but not yet due, shall be paid by BUYER SELLER split equally other _____
36 BUYER shall have **five (5) days** from receipt of the Resale Package to review it. If BUYER does not approve the Resale
37 Package, then written notice to cancel must be given **within that same five (5) day period**.

38

39 **AREA RECREATION PRIVILEGES AND RULES** SELLER shall relinquish on or before COE any recreation
40 privileges, passes, identification cards, or keys for access to the common-interest community facilities and general
41 improvements. Upon COE SELLER shall pay replacement charges for any identification cards or keys not relinquished.
42 BUYER shall become familiar with the current (CIC) facilities and general improvement policies regarding recreation
43 privileges and associated costs prior to COE.

44

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

48

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

Address _____

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

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

4
5 **REASSESSMENT OF PROPERTY TAX** BUYER is advised the Property may be reassessed in the future which may
6 result in a tax increase or a tax decrease.

7
8 **HOME WARRANTY CONTRACT (BUYER Initial Required)**

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

14
15 **ITEMS NOT ADDRESSED** Items of general maintenance or cosmetic nature not materially affecting the value, or use of
16 the Property, existing at the time of Acceptance and that are not expressly addressed in this Agreement, are deemed accepted
17 by BUYER.

18
19 **FIXTURES** All items permanently attached to the Property as of the date of this Agreement including, but not limited to,
20 light fixtures, attached floor coverings, attic fans, central vacuum and related equipment, humidifier systems, drapes/
21 curtains, blinds/shades including rods/hardware, doors and window screens, storm sash, awnings, TV antennas, TV wall
22 mounts, satellite dishes, burglar, fire and smoke alarms and fire sprinklers, built-in pools/spas/saunas and related equipment,
23 solar systems, conforming woodstoves, intercom systems, water softener systems, water and air filtration systems, attached
24 fireplace screens, keyless entries, electric garage door openers with controls, outdoor plants and trees (other than in movable
25 containers), **OTHER** _____

26 _____
27 _____
28 are included in the purchase price, free of liens, **EXCLUDING** _____
29 _____
30 _____

31
32 **PERSONAL PROPERTY** The following personal property, on the premises when inspected by BUYER, is included in
33 the purchase price, free of liens, with no warranty or value implied: _____

34 _____
35 _____

36
37 **SYSTEMS AND MAINTENANCE** Until possession of the Property is delivered, SELLER shall maintain the Property
38 including but not limited to, all existing structures, landscaping, grounds, appliances and systems. SELLER agrees to deliver
39 the Property in a neat and clean condition, and remove all debris and personal belongings, **EXCLUDING:** _____

40 _____
41 _____

42
43 **OIL AND PROPANE** Any oil or propane fuel existing at the time of Acceptance, allowing for normal use up to COE,
44 shall be purchased by BUYER included in the purchase price. If the fuel is purchased by BUYER, SELLER shall
45 contact the fuel company to measure the existing fuel **no later than five (5) days** prior to COE. The fuel credit amount shall
46 be submitted to Escrow for credit to SELLER.

Address _____

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

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

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

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

- 10 within _____ days of Acceptance; OR
11 within _____ days of other contingency: _____

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

- 13 A. approval of the inspections without requiring any repairs; OR
14 B. approval of the inspections with a Notice of Required Repairs or an Addendum listing all required repairs. SELLER
15 shall respond in writing to BUYER's repair request **within five (5) business days** of delivery; OR
16 C. termination of this Agreement. If BUYER terminates, BUYER is released from any and all obligations to SELLER,
17 and BUYER is entitled to a refund of the EMD, less BUYER incurred expenses.

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

21

22 INSPECTIONS	Included	Waived	N/A	Paid By	
23 PEST INSPECTION	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
24 HOME INSPECTION	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
25 HEATING SYSTEM INSPECTION	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
26 COOLING SYSTEM INSPECTION	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
27 SURVEY Type _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
28 WELL QUALITY	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
29 WELL QUANTITY	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
30 SEPTIC PUMPING	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
31 SEPTIC INSPECTION	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
32 SEPTIC LID LOCATION/REMOVAL	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
33 FIREPLACE INSPECTION	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
34 WOOD BURNING DEVICE INSPECTION	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
35 (In the event device does not meet all applicable codes and/or laws, the cost of its removal shall be the responsibility of 36 SELLER. Stovepipe to be capped off at the ceiling or fireplace to be restored to working order at SELLER's expense.)					
37 OIL TANK TEST Type _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
38 (If oil tank needs to be filled to a perform test, BUYER <input type="checkbox"/> shall, <input type="checkbox"/> shall not reimburse SELLER.)					
39 LEAD BASED PAINT ASSESSMENT OR INSPECTION	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
40 OTHER _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
41 OTHER _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER

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

44
45 **SELLER** agrees to provide reasonable access to the Property to BUYER, and inspectors, for inspections and re-inspections
46 and appraiser. SELLER agrees to have all utilities in service the day of any inspection and until COE. If this transaction fails
47 to close, the parties remain obligated to pay for inspections performed as agreed.

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

Address _____

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

2 **Included** **Waived**

3 [_____/_____/_____/_____] [_____/_____/_____/_____] SELLER shall have all agreed
4 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 _____.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

44
45 **NEVADA LAW TO APPLY** Nevada law shall apply to the interpretation and enforcement of this Agreement.

Address _____

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

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

3
4 **ATTORNEY FEES** In the event either party is required to engage the services of an attorney to enforce this Agreement,
5 the prevailing party in any proceeding shall be entitled to an award of reasonable attorney's fees, legal expenses, and costs.

6
7 **CODE OF ETHICS** Not all real estate licensees are REALTOR(S)®. A REALTOR® is a member of the National
8 Association of REALTORS® and therefore subscribes to a higher ethical standard, known as the REALTOR® Code of
9 Ethics. To receive a copy of the REALTOR® Code of Ethics, ask your real estate professional or the local Association of
10 REALTORS®.

11
12 **PROFESSIONAL CONSULTATION ADVISORY** A real estate Broker is qualified to advise on real estate. The parties
13 are advised to consult with appropriate professionals including, but not limited to, engineers, surveyors, appraisers, lawyers,
14 CPAs, or other professionals on specific topics, including but not limited to, land use regulation, boundaries and setbacks,
15 square footage, physical condition, legal, tax, water rights, and other consequences of the transaction.

16
17 **CANCELLATION OF ESCROW**

18 In the event this Agreement is terminated, either party or the escrow agent may send to each party a cancellation of
19 instruction requesting release of the EMD. A party may refuse to execute the document releasing the EMD only if a good
20 faith dispute exists concerning the document or the release of the EMD. If no such disputes exists, the parties shall promptly
21 execute counterparts of said release and deliver same to the escrow agent. If either party fails to execute the release, either
22 party may make a written demand to the escrow company for the EMD. If only one party makes written demand for the
23 EMD, the escrow agent shall provide a copy of the demand to the other party within 3 business days. If escrow agent does
24 not receive written objection to the demand from the other party within 30 days, as indicated in NRS 645A.175, escrow
25 agent may disburse the EMD to the party making the demand less by any unpaid expenses incurred by said party. If escrow
26 agent complies with the provisions of this paragraph, each party releases escrow agent from all claims related to the disbursement
27 of the EMD.

28
29 **SELLER DEFAULT** If SELLER defaults in the performance of this Agreement, BUYER shall have the right to recover
30 from SELLER all of BUYER's actual damages BUYER may suffer as a result of SELLER's default, and to pursue any and
31 all remedies available at law or in equity.

32
33 **BUYER DEFAULT** BUYER must initial only one of the following.

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

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

38
39 **OR**

40
41 **B.** [_____/_____] (**BUYER Initials**) Actual Damages: SELLER shall have the right to recover from BUYER all
42 of SELLER's actual damages that SELLER may suffer as a result of BUYER's default, and to pursue any and all
43 remedies available at law or in equity.

Address _____

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

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

- 2 Consent to Act
- 3 Duties Owed by a Nevada Real Estate Licensee
- 4 Environmental Contact List
- 5 HUD Inspection For your Protection: Get a Home Inspection
- 6 Information Regarding Private Well and Septic System
- 7 Residential Disclosure Guide
- 8 Wire Fraud Advisory
- 9 Other _____
- 10 Other _____

11
12 **THE FOLLOWING ADDENDA AND EXHIBITS SHALL BE INCORPORATED**

- 13 Common Interest-Community Information Statement "Before You Purchase Property ..."
- 14 Lead-Based Paint Disclosure Statement (for properties built prior to 1978)
- 15 Open Range Land Disclosure
- 16 Residential/Lease Rental Agreement
- 17 Seller Financing Addendum (Residential)
- 18 Short Sale Addendum to the Offer and Acceptance Agreement
- 19 Short Term Agreement to Occupy After Close of Escrow
- 20 Used Manufactured/Mobile Home Disclosure
- 21 Other _____
- 22 Other _____

23
24 **ENTIRE AGREEMENT** This Agreement and attachments contain the entire agreement of the parties and supersede all
25 prior agreements or representations with respect to the Property not expressly set forth in this Agreement. This Agreement
26 may only be modified in writing, signed and dated by the parties. BUYER acknowledges having read and approved all
27 provisions of this Agreement.

28
29 **TIME IS OF THE ESSENCE** Time is of the essence of this Agreement.

30
31 **SELLER** has agreed, by separate listing agreement, to pay real estate commissions for services rendered, at COE.
32 As published in the MLS, _____ % of the accepted price, or \$ _____, shall be paid to BUYER's real
33 estate brokerage, _____.

Address _____

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

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

4
5 BUYER _____ DATE _____ TIME _____
6
7 BUYER _____ DATE _____ TIME _____
8
9 BUYER _____ DATE _____ TIME _____
10
11 BUYER _____ DATE _____ TIME _____

12
13 BUYER's Representation:
14 BUYER's Licensee Name _____ BUYER's Broker Name _____
15 (Print Name)
16 BUYER's Licensee Nevada License # _____ BUYER's Broker Nevada License # _____
17
18 Phone _____ Fax _____ Brokerage Name _____
19
20 BUYER's Licensee Email _____ Office Address _____
21
22 BUYER's Licensee Signature _____ City/State/Zip _____
23 *(Licensees acknowledgement of receipt of deposit)*

24
25 **SELLER'S ACCEPTANCE, COUNTER OFFER OR REJECTION OF AGREEMENT**

26 SELLER acknowledges having read and approved each provision of this Agreement. Authorization is given to Brokers to
27 deliver a signed copy to BUYER and disclose the terms of the sale to members of the Multiple Listing Service or Association
28 of REALTORS® at COE.
29
30 SELLER shall check one of the following options, and date, time, and sign this Agreement.
31 **Acceptance of Offer** SELLER accepts this Offer and agrees they have the authority to sell the Property on the terms
32 and conditions stated in this Agreement.
33 **Counter Offer** SELLER signs this Offer subject to a Counter Offer dated _____.
34 **Rejection** SELLER rejects the foregoing Offer.

35
36 SELLER _____ DATE _____ Time _____
37
38 SELLER _____ DATE _____ Time _____
39
40 SELLER _____ DATE _____ Time _____
41
42 SELLER _____ DATE _____ Time _____

43
44 SELLER's Representation:
45 SELLER's Licensee Name _____ SELLER's Broker Name _____
46 (Print Name)
47 SELLER's Licensee Nevada License # _____ SELLER's Brokers Nevada License # _____
48
49 Phone _____ Fax _____ Brokerage Name _____
50
51 SELLER's Licensee Email _____ Office Address _____
52
53 City/State/Zip _____

Address _____