



RESIDENTIAL PURCHASE AGREEMENT

(Joint Escrow Instructions and Earnest Money Receipt)

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

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4
5 \_\_\_\_\_ (Buyer"), hereby offers to purchase
6 \_\_\_\_\_ ("Property"),
7 within the city or unincorporated area of \_\_\_\_\_, County of \_\_\_\_\_,
8 State of Nevada, Zip \_\_\_\_\_, A.P.N. # \_\_\_\_\_ for the purchase price of \$ \_\_\_\_\_
9 ( \_\_\_\_\_ dollars) ("Purchase Price") on the terms
10 and conditions contained herein:

11 BUYER [ ] does -OR- [ ] does not intend to occupy the Property as a residence.

Buyer's Offer

13
14 1. FINANCIAL TERMS & CONDITIONS:

15 \$ \_\_\_\_\_ A. EARNEST MONEY DEPOSIT ("EMD") is [ ] presented with this offer -OR- [ ] N/A

16
17 (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
18 check for which there are insufficient funds. NRS 193.130(2)(d).)

19
20 \$ \_\_\_\_\_ B. ADDITIONAL DEPOSIT to be placed in escrow on or before (date) \_\_\_\_\_. The
21 additional deposit [ ] will -OR- [ ] will not be considered part of the EMD. (Any conditions on the additional
22 deposit should be set forth in Section 28 herein.)

23
24 \$ \_\_\_\_\_ C. THIS AGREEMENT IS CONTINGENT UPON BUYER QUALIFYING FOR A NEW LOAN ON
25 THE FOLLOWING TERMS AND CONDITIONS:

26 [ ] Conventional, [ ] FHA, [ ] VA, [ ] Other (specify) N/A
27 Interest: [ ] Fixed rate, N/A years -OR- [ ] Adjustable Rate, N/A years. Initial rate of interest not to
28 exceed \_\_\_\_%. Initial monthly payment not to exceed \$ \_\_\_\_\_, not including taxes, insurance
29 and/or PMI or MIP.

30
31 \$ \_\_\_\_\_ D. THIS AGREEMENT IS CONTINGENT UPON BUYER QUALIFYING TO ASSUME THE
32 FOLLOWING EXISTING LOAN(S):

33 [ ] Conventional, [ ] FHA, [ ] VA, [ ] Other (specify) N/A
34 Interest: [ ] Fixed rate, N/A years -OR- [ ] Adjustable Rate, N/A years. Initial rate of interest not to
35 exceed \_\_\_\_%. Monthly payment not to exceed \$ \_\_\_\_\_, not including taxes, insurance and/or PMI or MIP.

36
37 \$ \_\_\_\_\_ E. BUYER TO EXECUTE A PROMISSORY NOTE SECURED BY DEED OF TRUST PER TERMS
38 IN "FINANCING ADDENDUM."

39
40 \$ \_\_\_\_\_ F. BALANCE OF PURCHASE PRICE (Balance of Down Payment) in Good Funds to be paid prior to
41 Close of Escrow ("COE").

42
43 \$ \_\_\_\_\_ G. TOTAL PURCHASE PRICE. (This price DOES NOT include closing costs, prorations, or other fees
44 and costs associated with the purchase of the Property as defined herein.)
45

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: \_\_\_\_\_ N/A, N/A BUYER(S) INITIALS: \_\_\_\_\_ / \_\_\_\_\_

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

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

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

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

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

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

23 This Agreement  
24  is not -OR-  
25  is contingent upon the sale (and closing) of another property which address is  
26  N/A   
27 Said Property  
28  is currently listed  
29  is not -OR-  is  
30 presently in escrow with  N/A   
31 Escrow Number:  N/A  . Proposed Closing Date:

32  
33 When Buyer has accepted an offer on the sale of this other property, Buyer will promptly deliver a written notice of the sale to  
34 Seller. If Buyer's escrow on this other property is terminated, abandoned, or does not close on time, this Agreement will  
35 terminate without further notice unless the parties agree otherwise in writing. If Seller accepts a bona fide written offer from a  
36 third party prior to Buyer's delivery of notice of acceptance of an offer on the sale of Buyer's property, Seller shall give Buyer  
37 written notice of that fact. Within three (3) days of receipt of the notice, Buyer will waive the contingency of the sale and  
38 closing of Buyer's other property, or this Agreement will terminate without further notice. In order to be effective, the waiver  
39 of contingency must be accompanied by reasonable evidence that funds needed to close escrow will be available and Buyer's  
40 ability to obtain financing is not contingent upon the sale and/or close of any other property.

41  
42 **4. FIXTURES AND PERSONAL PROPERTY:** The following items will be transferred, free of liens, with the sale of  
43 the Property with no real value unless stated otherwise herein. Unless an item is covered under Section 7(E) of this Agreement,  
44 all items are transferred in an "AS IS" condition.

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

51  
52 **B.** The following additional items of personal property:  N/A   
53  
54

**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:  N/A, N/A  BUYER(S) INITIALS:   /    
 N/A

Property Address:   SELLER(S) INITIALS:   /

1 **5. ESCROW:**

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

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

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

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

21  
22 **E. FIRPTA:** If applicable (as designated in the Seller's Response herein), Seller agrees to complete, sign, and  
23 deliver to ESCROW HOLDER a certificate indicating whether Seller is a foreign person or a nonresident alien pursuant to the  
24 Foreign Investment in Real Property Tax Act (FIRPTA). A foreign person is a nonresident alien individual; a foreign  
25 corporation not treated as a domestic corporation; or a foreign partnership, trust or estate. A resident alien is not considered a  
26 foreign person under FIRPTA. Additional information for determining status may be found at www.irs.gov. Buyer and Seller  
27 understand that if Seller is a foreign person then the Buyer must withhold a tax in an amount to be determined by ESCROW  
28 HOLDER in accordance with FIRPTA, unless an exemption applies. Seller agrees to sign and deliver to the ESCROW  
29 HOLDER the necessary documents, to be provided by the ESCROW HOLDER, to determine if withholding is required. (See  
30 26 USC Section 1445).

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

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

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

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

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44 **B. PRORATIONS:**

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

45  
46 All prorations will be based on a 30-day month and will be calculated as of COE. Prorations will be based upon figures  
47 available at closing. Any supplementals or adjustments that occur after COE will be handled by the parties outside of Escrow.  
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49

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

53  
54 Buyer's Name: N/A, N/A BUYER(S) INITIALS: \_\_\_\_\_ / \_\_\_\_\_

55  
56 Property Address: N/A SELLER(S) INITIALS: \_\_\_\_\_ / \_\_\_\_\_

1 **C. INSPECTIONS AND RELATED EXPENSES (See also Section 12):** Acceptance of this offer is subject to  
 2 the following reserved right. Buyer may have the Property inspected and select the licensed contractors, certified building  
 3 inspectors and/or other qualified professionals who will inspect the Property. Seller will ensure that necessary utilities (gas,  
 4 power and water) are turned on and supplied to the Property within two (2) business days after execution of this Agreement, to  
 5 remain on until COE. (It is strongly recommended that Buyer retain licensed Nevada professionals to conduct inspections.)

6	TYPE	PAID BY SELLER	PAID BY BUYER	50/50	WAIVED	N/A
7	Appraisal .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8	CIC Capital Contribution .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9	CIC Transfer Fees .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10	CLUE Report ordered by Seller .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11	Energy Audit .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12	Fungal Contaminant Inspection .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13	Home Inspection .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14	Mechanical Inspection .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15	Oil Tank Inspection .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16	Pool/Spa Inspection .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17	Roof Inspection .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18	Septic Inspection (requires pumping) .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19	Septic Lid Removal .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20	Septic Pumping .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21	Soils Inspection .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
22	Structural Inspection .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
23	Survey <u>N/A</u> (type) .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
24	Termite/Pest Inspection .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
25	Well Inspection (Quantity) .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
26	Well Inspection (Quality) .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
27	Wood-Burning Device/Chimney Inspection					
28	(includes cleaning) .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
29	Other: <u>N/A</u> .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
30	Re-Inspections .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
31						

32 If any inspection is not completed and requested repairs are not delivered to Seller within the Due Diligence Period, Buyer is  
 33 deemed to have waived the right to that inspection and Seller's liability for the cost of all repairs that inspection would have  
 34 reasonably identified had it been conducted, except as otherwise provided by law. The foregoing expenses for inspections will  
 35 be paid outside of Escrow unless the Parties present instructions to the contrary prior to COE (along with the applicable  
 36 invoice).

37  
 38 **D. CERTIFICATIONS: Notwithstanding the elections below, in the event an inspection reveals problems with any**  
 39 **of the foregoing, Buyer reserves the right to require a certification.**

41	TYPE	PAID BY SELLER	PAID BY BUYER	50/50	WAIVED
42	Fungal Contaminant .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
43	Roof .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
44	Septic .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
45	Well .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
46	Wood-Burning Device/Chimney Certification	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
47	Other: <u>N/A</u> .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
48					

49 The foregoing expenses for certifications will be paid outside of Escrow unless the Parties present instructions to the contrary  
 50 prior to COE (along with the applicable invoice). A certification is not a warranty.

51  
 52 **E. SELLER'S ADDITIONAL COSTS AND LIMIT OF LIABILITY:** Seller agrees to pay a maximum  
 53 amount of \$ \_\_\_\_\_ to correct defects and/or requirements disclosed by inspection reports, appraisals,  
 54 and/or certifications. It is Buyer's responsibility to inspect the Property sufficiently as to satisfy Buyer's use. Buyer reserves  
 55 the right to request additional repairs, which may exceed the above-stated amount, based upon the Seller's Real Property

**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: \_\_\_\_\_ **N/A, N/A** BUYER(S) INITIALS: \_\_\_\_\_ / \_\_\_\_\_  
 Property Address: \_\_\_\_\_ **N/A** SELLER(S) INITIALS: \_\_\_\_\_ / \_\_\_\_\_

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

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

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

19  
20 **8. TRANSFER OF TITLE:** Upon COE, Buyer shall tender to Seller the agreed upon Purchase Price, and Seller shall  
21 tender to Buyer marketable title to the Property free of all encumbrances other than (1) current real property taxes,  
22 (2) covenants, conditions and restrictions (CC&R's) and related restrictions, (3) zoning or master plan restrictions and public  
23 utility easements; and (4) obligations assumed and encumbrances accepted by Buyer prior to COE. Buyer is advised the  
24 Property may be reassessed after COE which may result in a real property tax increase or decrease.

25  
26 **9. COMMON-INTEREST COMMUNITIES:** If the Property is subject to a Common Interest Community ("CIC"),  
27 Seller or his authorized agent shall request the CIC documents and certificate listed in NRS 116.4109 (collectively, the "resale  
28 package") within two (2) business days of Acceptance and provide the same to Buyer within one (1) business day of Seller's  
29 receipt thereof. Buyer may cancel this Agreement without penalty until midnight of the fifth (5th) calendar day following the  
30 date of receipt of the resale package. If Buyer does not receive the resale package within fifteen (15) calendar days of  
31 Acceptance, this Agreement may be cancelled in full by Buyer without penalty. If Buyer elects to cancel this Agreement  
32 pursuant to this section, he must deliver, via hand delivery or prepaid U.S. mail, a written notice of cancellation to Seller or his  
33 authorized agent identified in the Confirmation of Representation at the end of this Agreement. Upon such written cancellation,  
34 Buyer shall promptly receive a refund of the EMD. The parties agree to execute any documents requested by ESCROW  
35 HOLDER to facilitate the refund. If written cancellation is not received within the specified time period, the resale package  
36 will be deemed approved. Seller shall pay all outstanding CIC fines or penalties at COE.

37  
38 **10. DISCLOSURES:** Within five (5) calendar days of Acceptance of this Agreement, Seller will provide the  
39 following Disclosures and/or documents (each of which is incorporated herein by this reference). **Check applicable boxes.**

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

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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: \_\_\_\_\_ **N/A, N/A** BUYER(S) INITIALS: \_\_\_\_\_ / \_\_\_\_\_  
Property Address: \_\_\_\_\_ **N/A** SELLER(S) INITIALS: \_\_\_\_\_ / \_\_\_\_\_

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1 **C. IF BUYER DEFAULTS:** If Buyer defaults in performance under this Agreement, Seller shall have one of the  
2 following legal recourses against Buyer (**initial one only**):  
3

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

9 **-OR-**

10 [ ] [ ] Seller shall have the right to recover from Buyer all of Seller's actual damages that Seller may  
11 suffer as a result of Buyer's default including, but not limited to, commissions due, expenses incurred until the  
12 Property is sold to a third party and the difference in the sales price.  
13

### Instructions to Escrow

14  
15 **19. ESCROW:** If this Agreement or any matter relating hereto shall become the subject of any litigation or controversy,  
16 Buyer and Seller agree, jointly and severally, to hold ESCROW HOLDER free and harmless from any loss or expense, except  
17 losses or expenses as may arise from ESCROW HOLDER'S negligence or willful misconduct. If conflicting demands are  
18 made or notices served upon ESCROW HOLDER with respect to this Agreement, the parties expressly agree that Escrow is  
19 entitled to file a suit in interpleader and obtain an order from the Court authorizing ESCROW HOLDER to deposit all such  
20 documents and monies with the Court, and obtain an order from the Court requiring the parties to interplead and litigate their  
21 several claims and rights among themselves. Upon the entry of an order authorizing such Interpleader, ESCROW HOLDER  
22 shall be fully released and discharged from any obligations imposed upon it by this Agreement; and ESCROW HOLDER shall  
23 not be liable for the sufficiency or correctness as to form, manner, execution or validity of any instrument deposited with it, nor  
24 as to the identity, authority or rights of any person executing such instrument, nor for failure of Buyer or Seller to comply with  
25 any of the provisions of any agreement, contract or other instrument filed with ESCROW HOLDER or referred to herein.  
26 ESCROW HOLDER'S duties hereunder shall be limited to the safekeeping of all monies, instruments or other documents  
27 received by it as ESCROW HOLDER, and for their disposition in accordance with the terms of this Agreement. In the event  
28 an action is instituted in connection with this escrow, in which ESCROW HOLDER is named as a party or is otherwise  
29 compelled to make an appearance, all costs, expenses, attorney fees, and judgments ESCROW HOLDER may expend or incur  
30 in said action, shall be the responsibility of the parties hereto.  
31

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

### Brokers

39  
40 **21. BROKER FEES:** Buyer herein requires, and Seller agrees, as a condition of this Agreement, that Seller will pay  
41 Listing Broker and Buyer's Broker, who becomes by this clause a third party beneficiary to this Agreement, that certain sum  
42 and/or percentage of the Purchase Price (commission), that Seller, or Seller's Broker, offered for the procurement of ready,  
43 willing and able Buyer via the Multiple Listing Service, any other advertisement or written offer. Seller understands and  
44 agrees that if Seller defaults hereunder, Buyer's Broker, as a third-party beneficiary of this Agreement, has the right to pursue  
45 all legal recourse against Seller for any commission due. **In addition to any amount due to Buyer's Broker from Seller or  
46 Seller's Broker, Buyer  will -OR-  will not pay Buyer's Broker additional compensation in an amount determined  
47 between the Buyer and Buyer's Broker.**  
48

49 **22. WAIVER OF CLAIMS:** Buyer and Seller agree that they are not relying upon any representations made by Brokers  
50 or Broker's agent. Buyer acknowledges that at COE, the Property will be sold AS-IS, WHERE-IS without any representations  
51 or warranties, unless expressly stated herein. Buyer agrees to satisfy himself, as to the condition of the Property, prior to COE.  
**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: \_\_\_\_\_ **N/A, N/A** \_\_\_\_\_ BUYER(S) INITIALS: \_\_\_\_\_ / \_\_\_\_\_

Property Address: \_\_\_\_\_ **N/A** \_\_\_\_\_ SELLER(S) INITIALS: \_\_\_\_\_ / \_\_\_\_\_

**Rev. 12/11**





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

10  
11 **THIS IS A LEGALLY BINDING CONTRACT.** All parties are advised to seek independent legal and tax advice to review  
12 the terms of this Agreement.

13  
14 **NO REAL ESTATE BROKER/AGENT MAY SIGN FOR A PARTY TO THIS AGREEMENT UNLESS THE**  
15 **BROKER OR AGENT HAS A PROPERLY EXECUTED POWER OF ATTORNEY TO DO SO.**

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

22  
23 **This form is available for use by the real estate industry. It is not intended to identify the user as a REALTOR®.**  
24 **REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL**  
25 **ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.**

26  
27 **27. ADDENDUM(S) ATTACHED: N/A** \_\_\_\_\_  
28 \_\_\_\_\_  
29 \_\_\_\_\_

30 **28. ADDITIONAL TERMS: N/A** \_\_\_\_\_  
31 \_\_\_\_\_  
32 \_\_\_\_\_  
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**Earnest Money Receipt**

40  
41 BUYER'S AGENT ACKNOWLEDGES RECEIPT FROM BUYER HEREIN of the sum of \$ \_\_\_\_\_  
42 evidenced by  Cash,  Cashier's Check,  Personal Check, or  Other **N/A**  
43 payable to **N/A** . Upon Acceptance, Earnest Money to be deposited within ONE (1) business  
44 day, with  Escrow Holder,  Buyer's Broker's Trust Account, - **OR** -  Seller's Broker's Trust Account.  
45  
46 Date: \_\_\_\_\_ Signed: \_\_\_\_\_ Buyer's Agent: **N/A**

**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: \_\_\_\_\_ **N/A, N/A** BUYER(S) INITIALS: \_\_\_\_\_ / \_\_\_\_\_  
Property Address: \_\_\_\_\_ **N/A** SELLER(S) INITIALS: \_\_\_\_\_ / \_\_\_\_\_

