



## RESIDENTIAL OFFER AND ACCEPTANCE AGREEMENT



1 RECEIVED FROM \_\_\_\_\_,  
2 hereinafter designated as BUYER, the amount set forth below as EARNEST MONEY DEPOSIT on account of the  
3 PURCHASE PRICE OF \$ \_\_\_\_\_ for the real property situated in the ☐ City OR  
4 ☐ Unincorporated Area of \_\_\_\_\_, County of \_\_\_\_\_, State of Nevada,  
5 commonly described as \_\_\_\_\_,  
6 APN \_\_\_\_\_ (legal description to be supplied in escrow).  
7 BUYER ☐ does, ☐ does not intend to occupy the property as a residence.  
8  
9 **EARNEST MONEY DEPOSIT** Evidenced by ☐ Check or ☐ other \_\_\_\_\_  
10 payable to \_\_\_\_\_, held uncashed until acceptance and then deposited  
11 within one (1) business day of acceptance with \_\_\_\_\_. \$ \_\_\_\_\_  
12 Authorized escrow holder to be selected by ☐ BUYER ☐ SELLER.  
13  
14 **BALANCE OF CASH DOWN PAYMENT** (not including closing costs) \$ \_\_\_\_\_  
15 Source of down payment \_\_\_\_\_.  
16  
17 **CASH PURCHASE** BUYER to provide evidence, satisfactory to SELLER, of sufficient cash  
18 available to complete this purchase within \_\_\_\_\_ days of written acceptance.  
19  
20 **NEW FIRST LOAN PROCEEDS:** TYPE ☐ Conventional ☐ FHA ☐ VA ☐ Rural ☐ Private \$ \_\_\_\_\_  
21 ☐ Fixed Rate for \_\_\_\_\_ years. Interest not to exceed \_\_\_\_\_.  
22 ☐ Adjustable Rate for \_\_\_\_\_ years. Initial Interest not to exceed \_\_\_\_\_% maximum lifetime rate  
23 not to exceed \_\_\_\_\_.  
24  
25 **NEW SECOND LOAN PROCEEDS:** TYPE ☐ Conventional ☐ FHA ☐ VA ☐ Rural ☐ Private \$ \_\_\_\_\_  
26 ☐ Fixed Rate for \_\_\_\_\_ years. Interest not to exceed \_\_\_\_\_.  
27 ☐ Adjustable Rate for \_\_\_\_\_ years. Initial Interest not to exceed \_\_\_\_\_% maximum lifetime rate  
28 not to exceed \_\_\_\_\_.  
29  
30 **BUYER** to lock loan terms within \_\_\_\_\_ days of acceptance or BUYER agrees to pay prevailing rates.  
31  
32 **BUYER** to pay discount points not to exceed \_\_\_\_\_. **SELLER** to pay discount points not to exceed \_\_\_\_\_.  
33 Any reduction in discount points at closing to be allocated proportionately.  
34 Loan origination fee not to exceed \_\_\_\_\_% paid by ☐ BUYER ☐ SELLER.  
35  
36 **SELLER** agrees to pay up to \$ \_\_\_\_\_ in fees which cannot be paid by BUYER pursuant  
37 to FHA or VA regulation.  
38 All remaining loan fees shall be paid as required by law, ordinance and/or regulation.  
39  
40 **OTHER** (Specify in Additional Terms and Conditions or Financing Addendum): \$ \_\_\_\_\_  
41  
42 **TOTAL PURCHASE PRICE** in the sum of (not including closing costs): \$ \_\_\_\_\_  
43  
44 **CLOSING** Close of Escrow to be \_\_\_\_\_. Unless otherwise agreed  
45 upon in writing, Close of Escrow date shall not change from the originally agreed upon closing date. Both parties shall  
46 deposit with the authorized escrow holder all funds and instruments necessary to complete the transaction in accordance with  
47 the terms herein.

Address \_\_\_\_\_

1 **LOAN CONTINGENCY** This offer is contingent upon BUYER's ability to obtain financing. Within five (5) days of  
2 acceptance, BUYER agrees to (1) submit completed loan application, including all documentation, to a lender of BUYER's  
3 choice, (2) furnish a pre-approval letter to SELLER based upon a standard factual credit report, acceptable debt to income  
4 ratios and sufficient funds to complete transaction; and (3) authorize ordering of the appraisal. If BUYER fails to complete  
5 any of the above requirements, SELLER reserves the right to terminate this Agreement and both parties agree to cancel the  
6 escrow and return earnest money deposit to BUYER less expenses incurred by BUYER.

7  
8 BUYER consents to the lender's release of loan status and conditions of approval to SELLER and Brokers. SELLER has no  
9 obligation to cooperate with BUYER'S efforts to obtain any financing other than as specified in this Agreement.

10  
11 **APPRAISAL CONTINGENCY (BUYER Initial Required)**

12 **Included** **Waived**  
13 [\_\_\_\_\_/\_\_\_\_\_] [\_\_\_\_\_/\_\_\_\_\_] Appraisal fee to be paid by ☐ BUYER ☐ SELLER ☐ split equally  
14 ☐ other \_\_\_\_\_. It is expressly agreed, notwithstanding any other provisions of this contract, the  
15 BUYER shall not be obligated to complete the purchase of the property and shall not be in default in the performance of this  
16 Agreement if the appraised value of the property (excluding closing costs) is less than the amount specified as the purchase  
17 price. In the event that there are appraisal required repairs and BUYER and SELLER are unable to come to terms, BUYER  
18 shall not be obligated to complete the purchase of the property and shall not be in default in the performance of this  
19 Agreement. BUYER shall, however, have the option of proceeding with the consummation of the contract without regard to  
20 the amount of the appraised valuation.

21  
22 Any required appraisal re-inspections shall be paid by ☐ BUYER ☐ SELLER ☐ split equally ☐ other \_\_\_\_\_.

23  
24 **LOAN AND APPRAISAL CONTINGENCY REMOVAL** Within \_\_\_\_\_ days after acceptance BUYER shall remove  
25 the loan and appraisal contingencies.

26  
27 **CONTINGENT ON SALE AND CONVEYANCE OF OTHER PROPERTY**

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

29 **OR**

30 ☐ This Agreement **IS** contingent upon the sale and conveyance of BUYER's property described as  
31 \_\_\_\_\_.

32 **BUYER to select option A or B below.**  
33 A. ☐ BUYER's property is in escrow scheduled to close on or before \_\_\_\_\_. The sale of  
34 BUYER's property is **not** contingent on the sale and conveyance of a third party's property.

35 **OR**

36 ☐ BUYER's property is in escrow is scheduled to close on or before \_\_\_\_\_. The sale of  
37 Buyer's property is contingent on the sale and conveyance of a third party's property.

38 B. ☐ Is currently listed in the MLS System by a REALTOR®.

39 **OR**

40 ☐ Will be listed within \_\_\_\_\_ days in the MLS System by a REALTOR®.

41 If BUYER's property referenced above does not obtain an accepted offer with a scheduled closing on or before  
42 \_\_\_\_\_ within \_\_\_\_\_ days from acceptance of this offer, then this Agreement will  
43 terminate unless BUYER and SELLER otherwise agree in writing.

44  
45 SELLER shall have the right to continue to offer this property for sale and accept written backup offers only, subject to  
46 BUYER's rights under this Agreement. If the escrow on BUYER's property does not close by \_\_\_\_\_, this  
47 Agreement will terminate unless BUYER and SELLER otherwise agree in writing.

48  
49 BUYER shall provide information regarding the listing and escrow and related escrows for the contingent property, including  
50 but not limited to, closing date, loan status, inspections and all additional contingencies, on BUYER's property within  
51 \_\_\_\_\_ days of this Agreement. BUYER authorizes SELLER or SELLER's Broker to obtain updates on BUYER's listing or  
52 escrow.

53  
54 If any of the contingencies in this section are not satisfied, SELLER reserves the right to terminate this Agreement and both  
55 parties agree to cancel the escrow and return the earnest money deposit to BUYER less expenses incurred by BUYER.

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Address \_\_\_\_\_  
Buyer [\_\_\_\_\_/\_\_\_\_\_] and Seller [\_\_\_\_\_/\_\_\_\_\_] have read this page.

RSAR® 01/17  
ROA 2/10

1 **DEFINITIONS** BROKER includes cooperating Brokers and all Licensees. DAYS means calendar days unless otherwise  
2 specified. BUSINESS DAY is a day other than a Saturday or Sunday or a day on which banks in Nevada are authorized or  
3 required by law to close. ACCEPTANCE (DATE OF ACCEPTANCE) means the date on which this Agreement and any  
4 other counter offers are fully executed and delivered. DELIVERY or RECEIPT shall mean personal delivery, transmission  
5 by facsimile (fax), electronic delivery, or certified mail to BUYER, SELLER, BROKER, or their representative. In the  
6 event of fax transmission, delivery shall be deemed to have occurred at the time noted on the confirmation sheet generated by  
7 the sender's fax. In the event of the use of certified mail, delivery and receipt shall be deemed to have occurred three (3)  
8 days following the date of mailing, evidenced by the postmark on the envelope containing the delivered material. In the event  
9 of electronic delivery, delivery and receipt shall be deemed to have occurred as set forth in Nevada Revised Statutes (NRS)  
10 Chapter 719.320.

11  
12 **COUNTERPARTS AND SIGNATURES** BUYER and SELLER acknowledge and agree this Agreement may be  
13 executed in several counterparts, each of which shall be deemed an original and all of which counterparts together shall  
14 constitute one and the same instruments. BUYER and SELLER agree that this transaction may be conducted by electronic  
15 means, and that signatures transmitted by electronic delivery shall be acceptable for all purposes under this Agreement.  
16 Signatures transmitted by electronic delivery shall be accepted as original signatures.

17  
18 **VESTED TITLE** Title shall vest as designated in Escrow Instructions.

19  
20 **EXAMINATION OF TITLE** In addition to any encumbrances referred to herein, BUYER shall take title to the property  
21 subject to: (1) Real Estate Taxes not yet due, and (2) Covenants, Conditions, & Restrictions (CC&Rs), rights of way, and  
22 easements of record, if any, which do not materially affect the value or intended use of the property. **Within two (2)**  
23 **business days** of acceptance, SELLER shall order a preliminary report from a title company and CC&Rs if applicable, for  
24 the property. **Within five (5) days** from BUYER's receipt of the preliminary report and CC&Rs, all exceptions shall be  
25 deemed approved unless written objection is delivered to SELLER's Broker within this five (5) day period. Should BUYER  
26 object to any exceptions, SELLER shall use due diligence to remove those exceptions before close of escrow. If those  
27 exceptions cannot be removed before close of escrow, BUYER may elect to purchase, subject to the existing exceptions or  
28 BUYER may elect to terminate all rights and obligations hereunder, and the deposit shall be returned to BUYER, less  
29 expenses incurred by BUYER to the date of termination. If SELLER is unwilling or unable to remove such objections,  
30 SELLER shall deliver written notification to BUYER's Broker **within ten (10) days** of receipt of the objections.

31  
32 **TITLE AND CLOSING COSTS**  
33 ☐ BUYER ☐ SELLER ☐ split equally ☐ other \_\_\_\_\_ shall pay for a (Standard) owner's policy of title insurance.  
34 ☐ BUYER ☐ SELLER ☐ split equally ☐ other \_\_\_\_\_ shall pay for a (Standard) lender's policy of title insurance.  
35 BUYER is aware additional coverage policies are available. All costs associated with additional coverage policies to be paid  
36 for by ☐ BUYER ☐ SELLER ☐ split equally ☐ other \_\_\_\_\_.  
37 Escrow Fee to be paid by ☐ BUYER ☐ SELLER ☐ split equally ☐ other \_\_\_\_\_.  
38 Transfer Tax(es) to be paid by ☐ BUYER ☐ SELLER ☐ split equally ☐ other \_\_\_\_\_.  
39 All remaining closing costs shall be paid in customary manner as required by law, ordinance and/or regulation.

40  
41 **OMISSIONS FROM ESCROW INSTRUCTIONS** The omission from escrow instructions of any provision herein shall  
42 not preclude any party from enforcing that provision. All written representations and warranties shall survive the conveyance  
43 of the property.

44  
45 **BONDS AND ASSESSMENTS (Other than Common-Interest Communities)** In the event there is a bond or  
46 assessment which has a principal balance or requires settlement in full prior to close of escrow, the bond or assessment shall  
47 be paid by ☐ SELLER ☐ BUYER ☐ assumed by BUYER if allowed ☐ split equally ☐ other \_\_\_\_\_.  
48

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

52  
53 **REASSESSMENT OF PROPERTY TAX** BUYER is advised the property may be reassessed in the future which may  
54 result in a tax increase or decrease.

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Address \_\_\_\_\_  
Buyer [\_\_\_\_\_/\_\_\_\_\_] and Seller [\_\_\_\_\_/\_\_\_\_\_] have read this page.

RSAR® 01/17  
ROA 3/10

1 **HOME WARRANTY CONTRACT (BUYER Initial Required)**

2 **Included** **Waived**

3 [\_\_\_\_\_/\_\_\_\_\_] [\_\_\_\_\_/\_\_\_\_\_] A home warranty contract, shall be selected by ☐ BUYER ☐ SELLER  
4 and paid for by ☐ BUYER ☐ SELLER ☐ split equally ☐ other \_\_\_\_\_.

5 The home warranty demand shall be delivered to escrow and become effective at close of escrow for not less than one year,  
6 at a price NOT to exceed \$ \_\_\_\_\_. Brokers herein have informed both parties that such protection  
7 programs are available.

8  
9 **ITEMS NOT ADDRESSED** Items of a general maintenance or cosmetic nature that do not materially affect value or use  
10 of the subject property, which existed at the time of acceptance and are not expressly addressed in this Agreement are  
11 deemed accepted by BUYER.

12  
13 **FIXTURES** All items permanently attached to the property as of this date including, but not limited to, light fixtures,  
14 attached floor coverings, central vacuum and related equipment, draperies, blinds and shades including window hardware,  
15 door and window screen(s), storm sash, combination doors, awnings, TV antenna(s), satellite dish, burglar, fire and smoke  
16 alarms, built-in pools and spas with related equipment, solar system(s), conforming woodstoves, intercom system, water  
17 softener system, attached fireplace screen(s), electric garage door opener(s) with control(s), outdoor plants and trees (other  
18 than in movable containers), **OTHER** \_\_\_\_\_

19 \_\_\_\_\_  
20 \_\_\_\_\_  
21 are included in the purchase price, free of liens, **EXCLUDING** \_\_\_\_\_  
22 \_\_\_\_\_  
23 \_\_\_\_\_  
24

25 **PERSONAL PROPERTY** The following personal property, on the premises when inspected by BUYER, is included in  
26 the purchase price and shall be transferred to BUYER free of liens at close of escrow with no warranty implied as to the  
27 condition of any personal property after close of escrow: \_\_\_\_\_  
28 \_\_\_\_\_  
29 \_\_\_\_\_  
30

31 **SYSTEMS AND MAINTENANCE** Until possession is delivered, SELLER shall maintain the property in its entirety  
32 including, but not limited to, all existing structures, landscaping, grounds, appliances and systems. SELLER agrees to  
33 deliver the property in a neat and clean condition, and remove all debris and personal belongings. The following items are  
34 specifically excluded from the above: \_\_\_\_\_  
35 \_\_\_\_\_  
36 \_\_\_\_\_  
37

38 **OIL AND PROPANE** If applicable, any oil or propane existing at time of written acceptance, allowing for normal use up  
39 to close of escrow, will be ☐ purchased by BUYER ☐ included in the purchase price. If fuel is purchased by BUYER,  
40 SELLER to contact fuel company to measure existing fuel no later than five (5) days prior to close of escrow. Fuel credit  
41 amount to be submitted to title company for credit to SELLER for remaining fuel.

42  
43 **SELLER'S REAL PROPERTY DISCLOSURE FORM** SELLER will provide BUYER, at time of written  
44 acceptance, a completed Seller's Real Property Disclosure Form which, by this reference, shall be incorporated into this  
45 Agreement. BUYER shall return an acknowledged copy to SELLER or terminate this Agreement in writing within four (4)  
46 business days of receipt. SELLER is required to disclose any new defects between the time the Seller's Real Property  
47 Disclosure Form is executed and close of escrow.

48 **DISCLAIMER:** BUYER understands that the Seller's Real Property Disclosure Form is for disclosure purposes and is not  
49 a substitute for property inspections by experts including, but not limited to, engineers, geologists, architects, general  
50 contractors, specialty contractors such as roofing contractors, and pest control operators. BUYER is advised to retain such  
51 experts that are believed appropriate. BUYER understands and acknowledges Brokers in the transaction cannot warrant the  
52 condition of the property or guarantee all defects have been disclosed by SELLER. Both parties acknowledge Brokers will  
53 not be investigating the status of permits, location of property lines, and/or code compliance.

Address \_\_\_\_\_

1 **INSPECTIONS** Acceptance of this offer is subject to the following reserved right. BUYER has the right to inspect the  
2 property, order all inspections, and select qualified professionals including, but not limited to, licensed contractors, certified  
3 building inspectors and any other qualified professionals who will inspect the property.  
4 BUYER shall indicate inspections to be included or waived in the list below. The following is not a comprehensive list of  
5 possible inspections; therefore, BUYER should add any additional inspections necessary to satisfy BUYER under "OTHER."  
6 All inspections shall be completed and copies of all inspections shall be provided to both BUYER and SELLER at no  
7 additional expense to either party

8 ☐ within \_\_\_\_\_ days of the date of acceptance; OR

9 ☐ within \_\_\_\_\_ days of other contingency: \_\_\_\_\_

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

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

12 B. approval of the inspections with Notice of Required Repairs or an Addendum listing all required repairs. SELLER  
13 shall respond in writing within five (5) business days of delivery; OR

14 C. termination of this Agreement including an explanation how the condition(s) revealed by any inspection report  
15 materially and/or reasonably justify such a decision.

16 If any inspection is not completed by the deadline, that inspection is deemed waived and SELLER is released from liability  
17 for the cost of repairs that inspection would have reasonably identified had it been conducted, except as otherwise provided  
18 by law. If BUYER acts reasonably in terminating the Agreement based upon objectionable conditions revealed by the  
19 inspection(s), BUYER is released from any and all obligations to SELLER and entitled to a refund of the earnest money  
20 deposit, less expenses incurred by BUYER.

21 <b>INSPECTIONS</b>	<b>Included</b>	<b>Waived</b>	<b>N/A</b>	<b>Paid By</b>	
22 PEST INSPECTION	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
23 HOME INSPECTION	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
24 HEATING SYSTEM INSPECTION	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
25 COOLING SYSTEM INSPECTION	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
26 SURVEY Type _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
27 WELL QUALITY	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
28 WELL QUANTITY	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
29 SEPTIC PUMPING	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
30 SEPTIC INSPECTION	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
31 SEPTIC LID LOCATION/REMOVAL	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
32 FIREPLACE INSPECTION	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
33 WOODBURNING DEVICE INSPECTION	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
34 (In the event device does not meet all applicable codes and/or laws, the cost of its removal shall be the responsibility of 35 SELLER. Stovepipe to be capped off at ceiling or fireplace to be restored to working order at SELLER's expense.)					
36 OIL TANK TEST Type _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
37 (If oil tank needs to be filled to perform test, BUYER <input type="checkbox"/> will, <input type="checkbox"/> will not reimburse SELLER.)					
38 LEAD BASED PAINT ASSESSMENT OR INSPECTION	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
39 OTHER _____	<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  
42 [\_\_\_\_\_/\_\_\_\_\_] (Buyer Initials) BUYER affirms the above selections.  
43

44 SELLER agrees to provide reasonable access to the property to BUYER, as well as inspectors representing BUYER, for both  
45 inspections and re-inspections as provided in this Agreement and to representatives of lending institutions for appraisal  
46 purposes. SELLER agrees to have all utilities in service the day of inspection and until close of escrow.  
47

48 **REPAIRS** SELLER agrees to pay for and complete repairs in an amount NOT to exceed \$ \_\_\_\_\_ for all repair  
49 conditions indicated on Appraisal Report; Inspections, Final Walkthrough; and/or any defect identified in the Seller's Real  
50 Property Disclosure Form or discovered by SELLER but not disclosed in the Seller's Real Property Disclosure Form or  
51 which has been discovered to be materially worse than was indicated. A copy of repair invoices shall be delivered to BUYER  
52 prior to close of escrow. Brokers herein have no responsibility to assist in the payment of any repair, correction or deferred  
53 maintenance on the subject property which may have been revealed by the above inspections, agreed upon by BUYER and  
54 SELLER or requested by one party.

Address \_\_\_\_\_



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

2 **Included** **Waived**

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

7 **FINAL WALKTHROUGH** BUYER shall have the right to a final walkthrough prior to close of escrow to ensure  
8 compliance with the terms of this Agreement.

10 **PHYSICAL POSSESSION** Physical possession of the property, with keys to all property locks, community mailbox  
11 keys, alarms, and garage door opener(s), if applicable, shall be delivered to BUYER ☐ upon recordation of the deed; **OR**  
12 ☐ Short Term Agreement to Occupy After Close of Escrow; **OR** ☐ by Residential Lease/Rental Agreement.

14 **DESTRUCTION OF IMPROVEMENTS** If the improvements of the property are destroyed, materially damaged, or  
15 found to be materially defective **prior to close of escrow**, BUYER may terminate the Agreement by written notice delivered  
16 to SELLER's Broker, and earnest money deposit shall be returned to BUYER.

18 **COMMON-INTEREST COMMUNITY DISCLOSURE**

19 The property ☐ is ☐ is not located in a Common-Interest Community.

20 If so, complete the following:

21 SELLER shall provide, at SELLER's expense, Common-Interest Community documents ("Resale Package") as required by  
22 NRS 116.4109. SELLER shall order Resale Package within 5 days of acceptance and deliver to BUYER upon receipt.

23 Association transfer fees paid by ☐ BUYER ☐ SELLER ☐ split equally ☐ other \_\_\_\_\_.

24 Association set up fees paid by ☐ BUYER ☐ SELLER ☐ split equally ☐ other \_\_\_\_\_.

25 Other Association fees related to the transfer of the Common-Interest Community paid by ☐ BUYER ☐ SELLER ☐ split  
26 equally ☐ other \_\_\_\_\_.

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

29 Existing Assessments levied shall be paid by ☐ BUYER ☐ SELLER ☐ split equally ☐ other \_\_\_\_\_.

30 Assessments levied, but not yet due, shall be paid by ☐ BUYER ☐ SELLER ☐ split equally ☐ other \_\_\_\_\_.

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

34 **AREA RECREATION PRIVILEGES AND RULES** If applicable, SELLER shall relinquish, on or before close of  
35 escrow, recreation privileges, passes, identification cards or keys for access to common-interest community facilities and  
36 general improvements. Upon close of escrow, SELLER agrees to pay replacement charges for identification cards or keys  
37 that are not relinquished. BUYER shall become familiar with the current common-interest community facilities and general  
38 improvement policies regarding recreation privileges and associated costs prior to close of escrow.

40 **LAND USE REGULATION** BUYER is advised the property may be subject to the authority of the federal government,  
41 state, county, city and/or the various courts having jurisdiction. These governmental entities, from time to time, have  
42 adopted and revised land use and environmental regulations that may apply to the property. Due to the uncertain effect of  
43 land use and environmental regulations that may apply to the property and may affect BUYER's intended use of the  
44 property. BUYER is advised to research the possible effect of applicable land use and environmental regulations. Broker  
45 makes no representations or warranties regarding the existing permissible uses or future revisions to the land use regulations.

47 **ENVIRONMENTAL CONDITIONS** BUYER is advised the property may be located in an area found to have special  
48 flood hazards as indicated by FEMA, avalanche conditions, freezing temperatures, snow loads, seismic activity and/or  
49 wildland fires. It **may be** necessary to purchase additional insurance in order to obtain a loan secured by the property from  
50 any federally regulated financial institution or a loan insured or guaranteed by an agency of the U.S. Government. **For**  
51 **further information, consult your lender, insurance carrier or other appropriate agency.**

53 **WATER METERS** BUYER may be required, at some future date, to incur the costs of installation of water meters and/  
54 or conversion to metered rates.

Address \_\_\_\_\_

1 **WELLS** Many factors may affect the performance of a well system. If the property includes a well, BUYER may be  
2 required, at some future date, to incur the costs of connecting the property to a public water system. See Information  
3 Regarding Private Well and Septic System.

4  
5 **ADDITIONAL FEES** Some areas may include/impose additional fees or charges for the remediation of water systems.

6  
7 **SEPTIC SYSTEMS** If the property includes a septic system, BUYER may be required, at some future date, to incur the  
8 costs of connecting the property's plumbing to a public sewer system. See Information Regarding Private Well and Septic  
9 System.

10  
11 At close of escrow, BUYER assumes all future costs associated with water meters, wells and septic systems.

12  
13 **PRIVATE ROADS** SELLER shall disclose if the property shares a common road or access driveway or right of way  
14 with other property. If a road maintenance agreement exists, SELLER to provide the agreement to BUYER.

15  
16 **WATER RIGHTS** Water rights, if any, to be included with the property unless specifically excluded by deed or mutual  
17 agreement.

18  
19 **ADDITIONAL TERMS AND CONDITIONS:**

20 \_\_\_\_\_  
21 \_\_\_\_\_  
22 \_\_\_\_\_  
23 \_\_\_\_\_  
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1 **TAX WITHHOLDING (FIRPTA)** Unless the property is acquired for use as a primary residence and is sold for no more  
2 than \$300,000, SELLER agrees to provide BUYER with (a) Non-Foreign Seller Affidavit, or (b) Withholding Certificate  
3 Form from the Internal Revenue Service stating that withholding is not required. In the event none of the foregoing is  
4 applicable, BUYER requires a percentage of SELLER's proceeds to be withheld by escrow to comply with the FOREIGN  
5 INVESTMENT AND REAL PROPERTY TAX ACT (IRC Section 1445).

6  
7 **TAX DEFERRED EXCHANGE** In the event BUYER or SELLER wishes to enter into an IRC tax deferred exchange for  
8 the real property described herein, each of the parties agrees to cooperate with the other party in connection with such  
9 exchange, including the execution of documents as may be reasonably necessary to effectuate the same. Provided that the  
10 other party shall not be obligated to delay the closing, all additional costs in connection with the exchange shall be borne by  
11 the party requesting the exchange, and the other party shall not be obligated to execute any note, contract, deed, or other  
12 document providing for any personal liability which would survive the exchange. The other party shall be indemnified and  
13 held harmless against any liability arising or is claimed to have arisen on account of the acquisition of ownership of the  
14 exchange property.

15  
16 **VERIFICATION OF INFORMATION** Any information relating to square footage, land or its use, and/or  
17 improvements of the land are approximate or estimates only, and neither SELLER nor Brokers involved make any  
18 representation or guarantee regarding the accuracy. Any oral or written representations by SELLER or Brokers regarding  
19 age of improvements, size, and square footage of parcel or building, or location of property lines, may not be accurate.  
20 Apparent boundary line indicators such as fences, hedges, walls, or other barriers may not represent the true boundary lines.  
21 Brokers are not obligated to investigate the status of permits, zoning, or code compliance. BUYER to satisfy any concerns  
22 with conditions that are an important or critical element of the purchase decision. BUYER has not received or relied upon  
23 any representations by either Brokers or SELLER with respect to the condition of the property which are not contained in  
24 this Agreement or in any attachments. The information contained in the Multiple Listing Service, computer or  
25 advertisements, and feature sheets pertaining to this property are not warranted or guaranteed by Brokers. Errors and/or  
26 omissions in inputting information, while uncommon, are possible. BUYER shall be responsible for verifying the accuracy of  
27 pertinent information. Deposit of all funds necessary to close escrow shall be deemed as final acceptance of the property.  
28 SELLER agrees to hold all Brokers in the transaction harmless and to defend and indemnify them from any claim, demand,  
29 action or proceedings resulting from any omission or alleged omission by SELLER's statements.

30  
31 **NEVADA LAW TO APPLY** Nevada law shall apply to the interpretation and enforcement of this Agreement.

32  
33 **MEDIATION** For information purposes only. If a dispute arises out of or relates to this Agreement, or its breach, the  
34 parties are aware that the local Association of REALTORS® has a Dispute Resolution Service (DRS) available. A DRS  
35 brochure is available upon request.

36  
37 **ATTORNEY FEES** In the event either party is required to engage the services of an attorney to enforce this Agreement,  
38 the prevailing party in any proceeding shall be entitled to an award of reasonable attorney's fees, legal expenses and costs.

39  
40 **CODE OF ETHICS** Not all real estate licensees are REALTOR(S)®. A REALTOR® is a member of the National  
41 Association of REALTORS® and therefore subscribes to a higher ethical standard in the industry, known as the REALTOR®  
42 Code of Ethics. To receive a copy of the REALTOR® Code of Ethics, ask your real estate professional or the local  
43 Association of REALTORS®.

44  
45 **PROFESSIONAL CONSULTATION ADVISORY** A real estate Broker is qualified to advise on real estate. The parties  
46 are advised to consult with appropriate professionals including, but not limited to, engineers, surveyors, appraisers, lawyers,  
47 CPAs, or other professionals, on specific topics including, but not limited to, land use regulation, boundaries and setbacks,  
48 square footage, physical condition, legal, tax, water rights and other consequences of the transaction.



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

2 ☐ Common Interest-Community Information Statement "Before You Purchase Property ..."

3 ☐ Consent to Act

4 ☐ Duties Owed by a Nevada Real Estate Licensee

5 ☐ Environmental Contact List

6 ☐ HUD Inspection For your Protection: Get a Home Inspection

7 ☐ Information Regarding Private Well and Septic System

8 ☐ Residential Disclosure Guide

9 ☐ Other \_\_\_\_\_

10 ☐ Other \_\_\_\_\_

11

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

13 ☐ Lead-Based Paint Disclosure Statement (for properties built prior to 1978)

14 ☐ Range Land Disclosure

15 ☐ Residential/Lease Rental Agreement

16 ☐ Seller Financing Addendum (Residential)

17 ☐ Short Sale Addendum to the Offer and Acceptance Agreement

18 ☐ Short Term Agreement to Occupy After Close of Escrow

19 ☐ Used Manufactured/Mobile Home Disclosure

20 ☐ Other \_\_\_\_\_

21 ☐ Other \_\_\_\_\_

22

23 **CONDITIONS SATISFIED OR WAIVED IN WRITING** Each condition, contingency, approval and disapproval shall  
24 be satisfied according to its terms unless waived in writing by the beneficiating party within the time limits specified, or an  
25 extension in writing is agreed to by the parties. Each party shall diligently pursue the completion of this transaction.

26

27 **ENTIRE AGREEMENT** This document and the documents incorporated and attached contain the entire Agreement of  
28 the parties and supersede all prior Agreements or representations with respect to the property which are not expressly set  
30 forth herein. This Agreement may be modified only in writing, signed and dated by both parties. Both parties acknowledge  
31 that they have not relied on any statements of any real estate Brokers which are not herein expressed. BUYER acknowledges  
32 having read and approved each of the provisions of this Agreement and agrees to purchase the described property for the  
33 price and on the terms and conditions specified.

34

35 **SELLER DEFAULT** If SELLER defaults in the performance of this Agreement, BUYER shall have the right to recover  
36 from SELLER all of BUYER's actual damages that BUYER may suffer as a result of SELLER's default, and to pursue any  
37 and all other remedies available at law or in equity (including specific performance).

38

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

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

41 **A.** [\_\_\_\_\_/\_\_\_\_\_] (**Buyer Initials**) Liquidated Damages: SELLER may retain, as its sole legal recourse, the  
42 earnest money deposit. BUYER and SELLER hereby acknowledge that SELLER's actual damages would be difficult to  
43 measure and that the earnest money deposit is a fair and reasonable estimate of such damages.

44

45 **OR**

46

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

50

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

52

53 **SELLER** has agreed, by separate listing agreement, to pay real estate commissions for services rendered, at close of escrow.  
54 As published in the MLS, \_\_\_\_\_% of the accepted price, or \$ \_\_\_\_\_, shall be paid to BUYER's real  
55 estate company, \_\_\_\_\_, irrespective of the agency  
56 relationship.

1 **EXPIRATION OF OFFER** Per NRS 645.254 all offers must be presented to SELLER. This offer shall expire unless  
2 accepted, including delivery thereof, to BUYER or to \_\_\_\_\_  
3 on/or before \_\_\_\_\_ ☐A.M. ☐P.M. on \_\_\_\_\_.

4  
5 BUYER \_\_\_\_\_ DATE \_\_\_\_\_ TIME \_\_\_\_\_

6  
7 BUYER \_\_\_\_\_ DATE \_\_\_\_\_ TIME \_\_\_\_\_

8  
9 BUYER's Representation:

10  
11 BUYER's Licensee Name \_\_\_\_\_ BUYER's Broker Name \_\_\_\_\_  
12 (Print Name)

13 BUYER's Licensee Nevada License # \_\_\_\_\_ BUYER's Broker Nevada License # \_\_\_\_\_

14  
15 Phone \_\_\_\_\_ Fax \_\_\_\_\_ Company Name \_\_\_\_\_

16  
17 BUYER's Licensee Email \_\_\_\_\_ Office Address \_\_\_\_\_

18  
19 BUYER's Licensee Signature \_\_\_\_\_ City/State/Zip \_\_\_\_\_  
20 (Licensees acknowledgement of receipt of deposit)

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

24 SELLER acknowledges having read and approved each of the provisions of this Agreement. Authorization is hereby given  
25 Brokers in this Agreement to deliver a signed copy to BUYER and to disclose the terms of sale to members of a Multiple  
26 Listing Service or Association of REALTORS® at close of escrow.

27  
28 SELLER to check one of the following options and date, time and sign this Agreement.

30  
31 ☐ **Acceptance of Offer** SELLER accepts this offer to purchase, agrees and has the authority to sell the above described  
32 property on the terms and conditions as stated herein.

33  
34 ☐ **Counter Offer** SELLER signs this offer subject to a Counter Offer dated \_\_\_\_\_.

35  
36 ☐ **Rejection** SELLER rejects the foregoing offer.

37  
38 SELLER \_\_\_\_\_ DATE \_\_\_\_\_ Time \_\_\_\_\_

39  
40 SELLER \_\_\_\_\_ DATE \_\_\_\_\_ Time \_\_\_\_\_

41  
42 SELLER's Representation:

43  
44 SELLER's Licensee Name \_\_\_\_\_ SELLER's Broker Name \_\_\_\_\_  
45 (Print Name)

46 SELLER's Licensee Nevada License # \_\_\_\_\_ SELLER's Brokers Nevada License # \_\_\_\_\_

47  
48 Phone \_\_\_\_\_ Fax \_\_\_\_\_ Company Name \_\_\_\_\_

49  
50 SELLER's Licensee Email \_\_\_\_\_ Office Address \_\_\_\_\_

51  
52 City/State/Zip \_\_\_\_\_