



RESIDENTIAL PURCHASE AGREEMENT

(Joint Escrow Instructions and Earnest Money Receipt)

Date: _____

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

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

Buyer's Offer

1. FINANCIAL TERMS & CONDITIONS:

\$ _____ A. **EARNEST MONEY DEPOSIT ("EMD")** is presented with this offer -OR- _____

(NOTE: It is a felony in the State of Nevada—punishable by up to four years in prison and a \$5,000 fine—to write a check for which there are insufficient funds. NRS 193.130(2)(d).)

\$ _____ B. **ADDITIONAL DEPOSIT** to be placed in escrow on or before (date) _____. The
additional deposit will -OR- will not be considered part of the EMD. (Any conditions on the additional
deposit should be set forth in Section 27 herein.)

\$ _____ C. **THIS AGREEMENT IS CONTINGENT UPON BUYER QUALIFYING FOR A NEW LOAN ON THE FOLLOWING TERMS AND CONDITIONS:**

Conventional, FHA, VA, Other (specify) _____.
Interest: Fixed rate, _____ years -OR- Adjustable Rate, _____ years. Initial rate of interest not to
exceed _____ %. Initial monthly payment not to exceed \$ _____, not including taxes, insurance
and/or PMI or MIP.

\$ _____ D. **THIS AGREEMENT IS CONTINGENT UPON BUYER QUALIFYING TO ASSUME THE FOLLOWING EXISTING LOAN(S):**

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

\$ _____ E. **BUYER TO EXECUTE A PROMISSORY NOTE SECURED BY DEED OF TRUST PER TERMS IN "FINANCING ADDENDUM."**

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

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

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

Buyer's Name: _____ BUYER(S) INITIALS: _____ / _____

Property Address: _____ SELLER(S) INITIALS: _____ / _____

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

2 **A. NEW LOAN APPLICATION:** Within _____ business days of Acceptance, Buyer agrees to (1) submit a
3 completed loan application to a lender of Buyer's choice and (2) furnish a preapproval letter to Seller based upon a standard
4 factual credit report and review of debt to income ratios. If Buyer fails to complete any of these conditions within the
5 applicable time frame, Seller reserves the right to terminate this Agreement. In such event, both parties agree to cancel the
6 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 _____ 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 _____
27 Said Property

28 is currently listed

29 **is not -OR- is**

30 presently in escrow with _____ .

31 Escrow Number: _____ . Proposed Closing Date: _____ .

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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.

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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: _____

53 _____

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

Buyer's Name: _____ BUYER(S) INITIALS: _____ / _____

Property Address: _____ SELLER(S) INITIALS: _____ / _____

1 **5. ESCROW:**

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

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

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

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

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23 **6. TITLE INSURANCE:** This Purchase Agreement is contingent upon the Seller's ability to deliver, good and
24 marketable title as evidenced by a policy of title insurance, naming Buyer as the insured in an amount equal to the purchase
25 price, furnished by the title company identified in Section 5A. Said policy shall be in the form necessary to effectuate
26 marketable title or its equivalent and shall be paid for as set forth in Section 7A.

27
28 **7. PRORATIONS, FEES AND EXPENSES (Check appropriate box):**

29
30 **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"/>
Trash Service Fees (to be paid current through COE):	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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41 **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"/>
Real Property Taxes:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

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

Buyer's Name: _____ BUYER(S) INITIALS: _____ / _____

Property Address: _____ SELLER(S) INITIALS: _____ / _____

C. RELATED EXPENSES:

TYPE	PAID BY SELLER	PAID BY BUYER	50/50	WAIVED	N/A
Appraisal:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CIC Capital Contribution:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CIC Transfer Fees:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CLUE Report ordered by Seller:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other: _____:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

D. INSPECTIONS: (See also Section 11): Acceptance of this offer is subject to the following reserved right. Buyer may have to buy the Property inspected and select the licensed contractors, certified building inspectors and/or other qualified professionals who will inspect the Property. Seller will ensure that necessary utilities (gas, power and water) are turned on and supplied to the Property within two (2) business days after execution of this Agreement, to remain on until COE. (It is strongly recommended that Buyer retain licensed Nevada professionals to conduct inspections.)

TYPE	PAID BY SELLER	PAID BY BUYER	50/50	WAIVED	N/A
Energy Audit:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fungal Contaminant Inspection:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Home Inspection:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mechanical Inspection:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Oil Tank Inspection:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pool/Spa Inspection:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Roof Inspection:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Septic Inspection (requires pumping):	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Septic Lid Removal:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Septic Pumping:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Soils Inspection:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Structural Inspection:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Survey _____ (type):	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Termite/Pest Inspection:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Well Inspection (Quantity):	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Well Inspection (Quality):	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Wood-Burning Device/Chimney Inspection (includes cleaning):	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other: _____:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Re-Inspections:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

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

TYPE	PAID BY SELLER	PAID BY BUYER	50/50	WAIVED
Fungal Contaminant:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Roof:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Septic:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Well:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Wood-Burning Device/Chimney Certification	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other: _____:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The foregoing expenses for certifications will be paid outside of Escrow unless the Parties present instructions to the contrary

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

Buyer's Name: _____ BUYER(S) INITIALS: _____ / _____

Property Address: _____ SELLER(S) INITIALS: _____ / _____

1 prior to COE (along with the applicable invoice). A certification is not a warranty.

2

3 **F. SELLER'S ADDITIONAL COSTS AND LIMIT OF LIABILITY:** Seller agrees to pay a maximum
4 amount of \$ _____ to correct defects and/or requirements disclosed by inspection reports, appraisals,
5 and/or certifications. It is Buyer's responsibility to inspect the Property sufficiently as to satisfy Buyer's use. Buyer reserves
6 the right to request additional repairs, which may exceed the above-stated amount, based upon the Seller's Real Property
7 Disclosure or items which materially affect value or use of the Property revealed by an inspection, certification or appraisal.
8 Items of a general maintenance or cosmetic nature which do not materially affect value or use of the Property, which existed at
9 the time of Acceptance and which are not expressly addressed in this Agreement are deemed accepted by the Buyer, except as
10 otherwise provided in this section. The Brokers herein have no responsibility to assist in the payment of any repair, correction
11 or deferred maintenance on the Property which may have been revealed by the above inspections, agreed upon by the Buyer
12 and Seller or requested by one party.

13

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

18

19 **H. HOME PROTECTION PLAN:** Buyer and Seller acknowledge that they have been made aware of Home
20 Protection Plans that provide coverage to Buyer after COE. Buyer waives -OR- requires a Home Protection Plan with
21 _____ . Seller -OR- Buyer will pay for the Home Protection
22 Plan at a price not to exceed \$ _____. Buyer will order the Home Protection Plan. Neither Seller nor Brokers make
23 any representation as to the extent of coverage or deductibles of such plans. ESCROW HOLDER is not responsible for
24 ordering the Home Protection Plan.

25

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

31

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

43

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

- 46 **Construction Defect Claims Disclosure**, if Seller has marked "Yes" to Paragraph 1(d) of the
47 Sellers Real Property Disclosure Form (NRS 40.688)
- 48 **Fungal (Mold) Notice Form** (not required by Nevada law)
- 49 **Lead-Based Paint Disclosure and Acknowledgment**, required if constructed before 1978 (24 CFR 745.113)
- 50 **Pest Notice Form** (not required by Nevada law)
- 51 **Promissory Note and the most recent monthly statement of all loans to be assumed by Buyer**
- 52 **Open Range Disclosure** (NRS 113.065)

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

Buyer's Name: _____ BUYER(S) INITIALS: _____ / _____

Property Address: _____ SELLER(S) INITIALS: _____ / _____

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

10

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

23

24 **13. DELIVERY OF POSSESSION:** Seller shall deliver the Property along with any keys, alarm codes, garage door
25 opener/controls and, if freely transferable, parking permits and gate transponders outside of Escrow, upon COE. Seller agrees
26 to vacate the Property and leave the Property in a neat and orderly, broom-clean condition and tender possession no later than
27 COE -OR- _____. In the event Seller does not vacate the Property by this time, Seller shall be
28 considered a trespasser and shall be liable to Buyer for the sum of \$ _____ per calendar day in addition to
29 Buyer's legal and equitable remedies. Any personal property left on the Property after the date indicated in this section shall be
30 considered abandoned by Seller.

31

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

36

37 **15. ASSIGNMENT OF THIS AGREEMENT:** Unless otherwise stated herein, this Agreement is non-assignable by
38 Buyer.

39

40 **16. CANCELLATION OF AGREEMENT:** In the event this Agreement is properly cancelled in accordance with the
41 terms contained herein, then Buyer will be entitled to a refund of the EMD. Neither Buyer nor Seller will be reimbursed for any
42 expenses incurred in conjunction with due diligence, inspections, appraisals or any other matters pertaining to this transaction
43 (unless otherwise provided herein).

44

45 **17. DEFAULT:**

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47 **A. MEDIATION:** Before any legal action is taken to enforce any term or condition under this Agreement, the
48 parties agree to engage in mediation, a dispute resolution process, through GLVAR. Notwithstanding the
49 foregoing, in the event the Buyer finds it necessary to file a claim for specific performance, this section shall
50 not apply. Because each party is giving up a right, each party is encouraged to have an independent lawyer of their
51 choice review this mediation provision before agreeing thereto. By initialing below, the parties confirm that they have
52 read and understood this section and voluntarily agree to the provisions thereof.

53

BUYER(S) INITIALS: [_____] SELLER(S) INITIALS: [_____]

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55 **B. IF SELLER DEFAULTS:** If Seller defaults in performance under this Agreement, Buyer reserves all legal
56 and/or equitable rights (such as specific performance) against Seller, and Buyer may seek to recover Buyer's actual

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Buyer's Name: _____ BUYER(S) INITIALS: _____ / _____

Property Address: _____ SELLER(S) INITIALS: _____ / _____

1 damages incurred by Buyer due to Seller's default.
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4 **C. IF BUYER DEFAULTS:** If Buyer defaults in performance under this Agreement, Seller shall have one of the
5 following legal recourses against Buyer (**initial one only**):
6

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

12 **-OR-**

13 [] [] Seller shall have the right to recover from Buyer all of Seller's actual damages that Seller may
14 suffer as a result of Buyer's default including, but not limited to, commissions due, expenses incurred until the
15 Property is sold to a third party and the difference in the sales price.
16

Instructions to Escrow

17
18 **18. ESCROW:** If this Agreement or any matter relating hereto shall become the subject of any litigation or controversy,
19 Buyer and Seller agree, jointly and severally, to hold ESCROW HOLDER free and harmless from any loss or expense, except
20 losses or expenses as may arise from ESCROW HOLDER'S negligence or willful misconduct. If conflicting demands are
21 made or notices served upon ESCROW HOLDER with respect to this Agreement, the parties expressly agree that Escrow is
22 entitled to file a suit in interpleader and obtain an order from the Court authorizing ESCROW HOLDER to deposit all such
23 documents and monies with the Court, and obtain an order from the Court requiring the parties to interplead and litigate their
24 several claims and rights among themselves. Upon the entry of an order authorizing such Interpleader, ESCROW HOLDER
25 shall be fully released and discharged from any obligations imposed upon it by this Agreement; and ESCROW HOLDER shall
26 not be liable for the sufficiency or correctness as to form, manner, execution or validity of any instrument deposited with it, nor
27 as to the identity, authority or rights of any person executing such instrument, nor for failure of Buyer or Seller to comply with
28 any of the provisions of any agreement, contract or other instrument filed with ESCROW HOLDER or referred to herein.
29 ESCROW HOLDER'S duties hereunder shall be limited to the safekeeping of all monies, instruments or other documents
30 received by it as ESCROW HOLDER, and for their disposition in accordance with the terms of this Agreement. In the event
31 an action is instituted in connection with this escrow, in which ESCROW HOLDER is named as a party or is otherwise
32 compelled to make an appearance, all costs, expenses, attorney fees, and judgments ESCROW HOLDER may expend or incur
33 in said action, shall be the responsibility of the parties hereto.
34

35 **19. UNCLAIMED FUNDS:** In the event that funds from this transaction remain in an account, held by ESCROW
36 HOLDER, for such a period of time that they are deemed "abandoned" under the provisions of Chapter 120A of the Nevada
37 Revised Statutes, ESCROW HOLDER is hereby authorized to impose a charge upon the dormant escrow account. Said charge
38 shall be no less than \$5.00 per month and may not exceed the highest rate of charge permitted by statute or regulation.
39 ESCROW HOLDER is further authorized and directed to deduct the charge from the dormant escrow account for as long as the
40 funds are held by ESCROW HOLDER.
41

Brokers

42
43 **20. BROKER FEES:** Buyer herein requires, and Seller agrees, as a condition of this Agreement, that Seller will pay
44 Listing Broker and Buyer's Broker, who becomes by this clause a third party beneficiary to this Agreement, that certain sum
45 and/or percentage of the Purchase Price (commission), that Seller, or Seller's Broker, offered for the procurement of ready,
46 willing and able Buyer via the Multiple Listing Service, any other advertisement or written offer. Seller understands and
47 agrees that if Seller defaults hereunder, Buyer's Broker, as a third-party beneficiary of this Agreement, has the right to pursue
48 all legal recourse against Seller for any commission due. **In addition to any amount due to Buyer's Broker from Seller or
49 Seller's Broker, Buyer will -OR- will not pay Buyer's Broker additional compensation in an amount determined
50 between the Buyer and Buyer's Broker.**
51

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

Buyer's Name: _____ BUYER(S) INITIALS: _____ / _____

Property Address: _____ SELLER(S) INITIALS: _____ / _____

1 **21. WAIVER OF CLAIMS:** Buyer and Seller agree that they are not relying upon any representations made by Brokers
2 or Broker's agent. Buyer acknowledges that at COE, the Property will be sold AS-IS, WHERE-IS without any representations
3 or warranties, unless expressly stated herein. Buyer agrees to satisfy himself, as to the condition of the Property, prior to COE.
4 Buyer acknowledges that any statements of acreage or square footage by Brokers are simply estimates, and Buyer agrees to
5 make such measurements, as Buyer deems necessary, to ascertain actual acreage or square footage. Buyer waives all claims
6 against Brokers or their agents for (a) defects in the Property; (b) inaccurate estimates of acreage or square footage; (c)
7 environmental waste or hazards on the Property; (d) the fact that the Property may be in a flood zone; (e) the Property's
8 proximity to freeways, airports or other nuisances; (f) the zoning of the Property; (g) tax consequences; or (h) factors related to
9 Buyer's failure to conduct walk-throughs or inspections. Buyer assumes full responsibility for the foregoing and agrees to
10 conduct such tests, walk-throughs, inspections and research, as Buyer deems necessary. In any event, Broker's liability is
11 limited, under any and all circumstances, to the amount of that Broker's commission/fee received in this transaction.
12

Other Matters

13
14 **22. DEFINITIONS:** "Acceptance" means the date that both parties have consented to and received a final, binding
15 contract by affixing their signatures to this Agreement and all counteroffers. "Agent" means a licensee working under a Broker
16 or licensees working under a developer. "Agreement" includes this document as well as all accepted counteroffers and
17 addenda. "Bona Fide" means genuine. "Buyer" means one or more individuals or the entity that intends to purchase the
18 Property. "Broker" means the Nevada licensed real estate broker listed herein representing Seller and/or Buyer (and all real
19 estate agents associated therewith). "Business Day" excludes Saturdays, Sundays, and legal holidays. "Calendar Day" means
20 a calendar day from/to midnight unless otherwise specified. "CFR" means the Code of Federal Regulations. "CIC" means
21 Common Interest Community (formerly known as "HOA" or homeowners associations). "CIC Capital Contribution" means
22 a one-time non-administrative fee, cost or assessment charged by the CIC upon change of ownership. "CIC Transfer Fees"
23 means the administrative service fee charged by a CIC to transfer ownership records. "CLUE" means Comprehensive Loss
24 Underwriting Exchange. "Close of Escrow (COE)" means the time of recordation of the deed in Buyer's name. "Default"
25 means the failure of a Party to observe or perform any of its material obligations under this Agreement. "Delivered" means
26 personally delivered to Parties or respective Agents, transmitted by facsimile machine, electronic means, overnight delivery, or
27 mailed by regular mail. "Down Payment" is the Purchase Price less loan amount(s). "EMD" means Buyer's earnest money
28 deposit. "Escrow Holder" means the neutral party that will handle the escrow. "FHA" is the U.S. Federal Housing
29 Administration. "GLVAR" means the Greater Las Vegas Association of REALTORS®. "Good Funds" means an acceptable
30 form of payment determined by ESCROW HOLDER in accordance with NRS 645A.171. "IRC" means the Internal Revenue
31 Code (tax code). "LID" means Limited Improvement District. "N/A" means not applicable. "NAC" means Nevada
32 Administrative Code. "NRS" means Nevada Revised Statutes as Amended. "Party" or "Parties" means Buyer and Seller.
33 "PITI" means principal, interest, taxes, and hazard insurance. "PMI" means private mortgage insurance. "PST" means
34 Pacific Standard Time, and includes daylight savings time if in effect on the date specified. "PTR" means Preliminary Title
35 Report. "Property" means the real property and any personal property included in the sale as provided herein. "Receipt"
36 means delivery to the party or the party's agent. "Seller" means one or more individuals or the entity that is the owner of the
37 Property. "SID" means Special Improvement District. "Title Company" means the company that will provide title insurance.
38 "USC" is the United States Code. "VA" is the Veterans Administration.
39
40

23. SIGNATURES, DELIVERY, AND NOTICES:

41
42
43
44 **A.** This Agreement may be signed by the parties on more than one copy, which, when taken together, each
45 signed copy shall be read as one complete form. This Agreement (and documents related to any resulting transaction) may be
46 signed by the parties manually or digitally. Facsimile signatures may be accepted as original.
47
48 **B.** Delivery of all instruments or documents associated with this Agreement shall be delivered to the Agent for
49 Seller or Buyer if represented.
50
51 **C.** Except as otherwise provided in Section 9, when a Party wishes to provide notice as required in this
52 Agreement, such notice shall be sent regular mail, personal delivery, by facsimile, overnight delivery and/or by email to the
53 Agent for that Party. The notification shall be effective when postmarked, received, faxed, delivery confirmed, and/or read
54 receipt confirmed in the case of email. Any cancellation notice shall be contemporaneously faxed to Escrow.

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

Buyer's Name: _____ BUYER(S) INITIALS: _____ / _____

Property Address: _____ SELLER(S) INITIALS: _____ / _____

1
2 **24. IRC 1031 EXCHANGE:** Seller and/or Buyer may make this transaction part of an IRC 1031 exchange. The party
3 electing to make this transaction part of an IRC 1031 exchange will pay all additional expenses associated therewith, at no cost
4 to the other party. The other party agrees to execute any and all documents necessary to effectuate such an exchange.

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

15
16 **THIS IS A LEGALLY BINDING CONTRACT.** All parties are advised to seek independent legal and tax advice to review
17 the terms of this Agreement.

18
19 **NO REAL ESTATE BROKER/AGENT MAY SIGN FOR A PARTY TO THIS AGREEMENT UNLESS THE**
20 **BROKER OR AGENT HAS A PROPERLY EXECUTED POWER OF ATTORNEY TO DO SO.**

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

27
28 **This form is available for use by the real estate industry. It is not intended to identify the user as a REALTOR®.**
29 **REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL**
30 **ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.**

31 **26. ADDENDUM(S) ATTACHED:** _____
32 _____
33 _____

34 **27. ADDITIONAL TERMS:** _____
35 _____
36 _____
37 _____
38 _____
39 _____
40 _____
41 _____
42 _____
43 _____
44 _____
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: _____ BUYER(S) INITIALS: _____ / _____
Property Address: _____ SELLER(S) INITIALS: _____ / _____

1

Earnest Money Receipt

2
3 BUYER'S AGENT ACKNOWLEDGES RECEIPT FROM BUYER HEREIN of the sum of \$ _____
4 evidenced by Cash, Cashier's Check, Personal Check, or Other _____
5 payable to _____. Upon Acceptance, Earnest Money to be deposited within ONE (1) business
6 day, with Escrow Holder, Buyer's Broker's Trust Account, - **OR** - Seller's Broker's Trust Account.
7

8 Date: _____ Signed: _____ Buyer's Agent: _____
9
10

Buyer's Acknowledgement of Offer

11
12 **Confirmation of Representation:** The Buyer is represented in this transaction by:

13
14 Buyer's Broker: _____ Agent's Name: _____
15 Company Name: _____ Agent's Public ID: _____
16 Phone: _____ Office Address: _____
17 Email: _____ City, State, Zip: _____
18 Fax: _____
19

20 **BUYER LICENSEE DISCLOSURE OF INTEREST:** Pursuant to NRS 645.252(1)(c), a real estate licensee must disclose if
21 he/she is a principal in a transaction or has an interest in a principal to the transaction.
22 _____ is a licensed real estate agent in the State(s) of _____, and has the following
23 interest, direct or indirect, in this transaction: Principal (Buyer) -**OR**- family or firm relationship with Buyer or ownership
24 interest in Buyer (if Buyer is an entity): (specify relationship) _____.
25

26 **Seller must respond by:** _____ (AM/ PM) on (month) _____, (day) _____, (year) _____. **Unless this**
27 **Agreement is accepted, rejected or countered below and delivered to the Buyer's Broker before the above date and**
28 **time, this offer shall lapse and be of no further force and effect.**
29

30 **Upon Acceptance, Buyer agrees** to be bound by each provision of this Agreement, and all signed addenda, disclosures, and
31 attachments.
32

33 _____ AM PM
34 Buyer's Signature _____ Buyer's Printed Name _____ Date _____ Time _____
35
36 _____ AM PM
37 Buyer's Signature _____ Buyer's Printed Name _____ Date _____ Time _____
38
39

Seller's Response

40
41 **Confirmation of Representation:** The Seller is represented in this transaction by:

42
43 Seller's Broker: _____ Agent's Name: _____
44 Company Name: _____ Office Address: _____
45 Phone: _____ City, State, Zip: _____
46 Email: _____ Fax: _____
47

48 **SELLER LICENSEE DISCLOSURE OF INTEREST:** Pursuant to NRS 645.252(1)(c), a real estate licensee must disclose
49 if he/she is a principal in a transaction or has an interest in a principal to the transaction. _____
50 _____ is a licensed real estate agent in the State(s) of _____, and has the following interest,

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

Buyer's Name: _____ BUYER(S) INITIALS: _____ / _____

Property Address: _____ SELLER(S) INITIALS: _____ / _____

1 direct or indirect, in this transaction: Principal (Seller) **-OR-** family or firm relationship with Seller or ownership interest
2 in Seller (if Seller is an entity): (specify relationship) _____ .
3
4

5 **FIRPTA:** If applicable (as designated in the Seller's Response herein), Seller agrees to complete, sign, and deliver to
6 ESCROW HOLDER a certificate indicating whether Seller is a foreign person or a nonresident alien pursuant to the Foreign
7 Investment in Real Property Tax Act (FIRPTA). A foreign person is a nonresident alien individual; a foreign corporation not
8 treated as a domestic corporation; or a foreign partnership, trust or estate. A resident alien is not considered a foreign person
9 under FIRPTA. Additional information for determining status may be found at www.irs.gov. Buyer and Seller understand that
10 if Seller is a foreign person then the Buyer must withhold a tax in an amount to be determined by ESCROW HOLDER in
11 accordance with FIRPTA, unless an exemption applies. Seller agrees to sign and deliver to the ESCROW HOLDER the
12 necessary documents, to be provided by the ESCROW HOLDER, to determine if withholding is required. (See 26 USC
13 Section 1445).
14

15 **FIRPTA DECLARATION:** Pursuant to Section S.E. herein, Seller declares that he/she

16 is not **-OR-**

17 is a foreign person therefore subjecting this transaction to FIRPTA withholding.

18 SELLER(S) INITIALS: _____ / _____
19

20 **ACCEPTANCE:** Seller(s) acknowledges that he/she accepts and agrees to be bound by each provision of this Agreement, and
21 all signed addenda, disclosures, and attachments.
22

23 **COUNTER OFFER:** Seller accepts the terms of this Agreement subject to the attached Counter Offer #1.
24

25 **REJECTION:** In accordance with NAC 645.632, Seller hereby informs Buyer the offer presented herein **is not** accepted.
26
27

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

30
31
32 _____ AM PM
33 Seller's Signature _____ Seller's Printed Name _____ Date _____ Time _____

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

Buyer's Name: _____ BUYER(S) INITIALS: _____ / _____

Property Address: _____ SELLER(S) INITIALS: _____ / _____