



RESIDENTIAL OFFER AND ACCEPTANCE AGREEMENT



1 RECEIVED FROM _____
2 _____ (BUYER),
3 the amount set forth below as the EARNEST MONEY DEPOSIT on account of the PURCHASE PRICE OF
4 \$ _____ for the real property commonly described as
5 _____, situated in the [] City OR [] Unincorporated Area of
6 _____, County of _____, State of Nevada, APN _____ (Property)
7 legal description shall be supplied in escrow. BUYER [] does, [] does not intend to occupy the Property as a residence.
8
9 EARNEST MONEY DEPOSIT (EMD) Evidenced by [X] 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 Acceptance.
19
20 NEW FIRST LOAN: 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: TYPE [] Conventional [] Private
26 [] Other _____ \$ _____
27 [] Fixed Rate for _____ years. Interest not to exceed _____%.
28 [] Adjustable Rate for _____ years. Initial Interest not to exceed _____% maximum lifetime rate
29 not to exceed _____%.
30
31 BUYER to lock loan terms within _____ days of Acceptance or BUYER agrees to pay prevailing rates.
32
33 BUYER to pay discount points not to exceed _____%. SELLER to pay discount points not to
34 exceed _____%. Any reduction in discount points at closing to be allocated proportionately.
35 Loan origination fee not to exceed _____% paid by [X] BUYER [] SELLER.
36 SELLER agrees to pay up to \$ _____ in loan fees that BUYER cannot pay 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 (COE) to be on _____. Unless otherwise agreed upon
45 in writing, COE shall not change from the originally agreed upon date. The parties shall deposit, with the authorized escrow
46 holder, all funds and instruments necessary to complete the transaction in accordance with the terms in this Agreement.

Address _____

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

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

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

18
19 **LOAN APPLICATION REQUIREMENT (BUYER initial required if applying for a Loan)**
20 [_____/_____/_____/_____] **Within five (5) business days** of Acceptance, BUYER agrees to (1) submit a
21 completed loan application, including all documentation, to a lender of BUYER's choice and (2) furnish a pre-approval letter
22 to SELLER based upon a standard factual credit report, acceptable debt to income ratios and sufficient funds to complete the
23 transaction and (3) agrees to authorize ordering of the appraisal. If BUYER fails to complete any of the above requirements,
24 SELLER may terminate this Agreement **within two (2) business days** and EMD shall be returned to BUYER less BUYER
25 incurred expenses.

26
27 **APPRAISAL CONTINGENCY (BUYER Initial Required)**
28 **Included** **Waived**
29 [_____/_____/_____/_____] [_____/_____/_____/_____] The Appraisal fee is to be paid
30 by BUYER SELLER split equally other _____.
31 If the appraisal does not meet or exceed the purchase price or there are appraisal conditions, BUYER has the right to
32 exercise one of the following options within the contingency period:
33 (A) proceed with the transaction without regard to the amount of the appraised valuation or appraisal conditions; or
34 (B) renegotiate with the SELLER, provided that if such renegotiation is not successful within 3 business days, then either
35 party may terminate this Agreement upon written notice and EMD shall be returned to BUYER less BUYER incurred
36 expenses; or
37 (C) terminate this Agreement.

38 Parties acknowledge that FHA and VA guidelines may supersede this provision.
39 Any required appraisal re-inspections shall be paid by BUYER SELLER split equally other _____.

40
41 **APPRAISAL CONTINGENCY REMOVAL** Within _____ days of Acceptance, BUYER shall remove the appraisal
42 contingency.

43
44 **LOAN CONTINGENCY REMOVAL (BUYER Initial Required)**
45 **Included** **Waived**
46 [_____/_____/_____/_____] [_____/_____/_____/_____] Within _____ days of
47 Acceptance, BUYER shall remove the loan contingency.

48
49 BUYER consents to the lender's release of loan status and conditions of approval to SELLER and Brokers. SELLER has no
50 obligation to cooperate with BUYER's efforts to obtain any financing other than as specified in this Agreement.

Address _____

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

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

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

3 **OR**

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

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

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

8 **OR**

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

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

12 **OR**

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

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

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

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

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

34
35 **COMMON-INTEREST COMMUNITY DISCLOSURE**

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

37 If so, complete the following:

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

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

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

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

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

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

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

48 CIC assessments levied, but not yet due, shall be paid by BUYER SELLER split equally other _____
49 BUYER shall have **five (5) days** from receipt of the Resale Package to review it. If BUYER does not approve the Resale
50 Package, then written notice to cancel must be given **within that same five (5) day period.**

Address _____

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

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

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

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

20 **TITLE AND CLOSING COSTS**

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

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

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

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

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

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

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

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

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

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

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

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

Address _____

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

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

10 are included in the purchase price, free of liens, **EXCLUDING** _____
11 _____
12 _____

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

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

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

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

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

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

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

Address _____

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

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

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

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

9 within _____ days of Acceptance; OR

10 within _____ days of other contingency: _____

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

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

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

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

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

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

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

37 OIL TANK TEST Type _____ BUYER SELLER

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

39 LEAD BASED PAINT ASSESSMENT OR INSPECTION BUYER SELLER

40 RADON INSPECTION BUYER SELLER

41 OTHER _____ BUYER SELLER

42
43 [_____ / _____ / _____ / _____] (BUYER Initials) BUYER affirms the above selections.
44

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

Address _____

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

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

2 **Included** **Waived**

3 [_____/_____/_____/_____] [_____/_____/_____/_____] SELLER shall have all agreed
4 upon repairs completed no later than _____ days prior to COE and BUYER shall have the right to re-inspect.

5 Re-inspections shall be paid by BUYER SELLER split equally other _____.

6
7 [_____/_____/_____/_____] **SATISFACTION OF CONTINGENCIES (BUYER Initial Required)** All
8 contingencies shall be satisfied according to their terms within the time limits specified, expire according to the time limits
9 specified, or be waived in writing. If BUYER exercises their right to terminate this Agreement under any contingency,
10 BUYER is not in default and is entitled to a refund of the EMD, less BUYER incurred expenses. If a contingency expires, it
11 is waived. BUYER and SELLER shall cooperate in providing written waivers of those contingencies.

12
13 **FINAL WALKTHROUGH** BUYER shall have the right to a final walkthrough prior to COE.

14
15 **PHYSICAL POSSESSION** Physical possession of the Property with any keys to Property locks, community mailboxes,
16 alarms, and garage door openers shall be delivered to BUYER upon recordation of the deed; **OR** Short Term
17 Agreement to Occupy After COE; **OR** Residential Lease/Rental Agreement.

18
19 **DESTRUCTION OF IMPROVEMENTS** If the improvements of the Property are destroyed, materially damaged, or
20 found to be materially defective prior to COE, BUYER may terminate this Agreement by written notice delivered to
21 SELLER's Broker, and EMD shall be returned to BUYER less BUYER incurred expenses.

22
23 **LAND USE REGULATION** BUYER is advised the Property may be subject to the authority of the city, county, state,
24 federal governments, and/or various courts having jurisdiction. These governmental entities, from time to time, have adopted
25 and revised land use and environmental regulations that may apply to the Property. BUYER is advised to research the
26 possible effect of any applicable land use or environmental regulation. Brokers make no representations or warranties
27 regarding the existing permissible uses or future revisions to the land use regulations.

28
29 **ENVIRONMENTAL CONDITIONS** BUYER is advised the Property may be located in an area found to have special
30 flood hazards as indicated by FEMA, avalanche conditions, freezing temperatures, snow loads, seismic activity and/or
31 wildland fires. It may be necessary to purchase additional insurance in order to obtain a loan for the Property. For further
32 information, consult your lender, insurance carrier, or other appropriate agency.

33
34 **WATER METERS** BUYER may be required at a future date to incur the cost of installation of a water meter and/or
35 conversion to metered rates.

36
37 **WELLS** Many factors may affect the performance of a well system. If the Property includes a well, BUYER may be
38 required at some future date to incur the cost of connecting the Property to a public water system.

39
40 **ADDITIONAL FEES** Some areas may have additional fees or charges for the remediation of water systems.

41
42 **SEPTIC SYSTEMS** If the Property includes a septic system, BUYER may be required at some future date to incur the
43 cost of connecting the Property's plumbing to a public sewer system.

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

45
46 **PRIVATE ROADS** SELLER shall disclose if the Property shares a common road, access driveway, or right-of-way with
47 another property. If a road maintenance agreement exists, SELLER shall provide the agreement to BUYER.

48
49 **WATER RIGHTS** Water rights, if any, shall be included with the Property unless specifically excluded by deed or
50 mutual agreement.

Address _____

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

1 **ADDITIONAL TERMS AND CONDITIONS**

2 _____
3 _____
4 _____
5 _____
6 _____
7 _____
8 _____

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

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

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

33
34 **MEDIATION** If a dispute arises out of or relates to this Agreement or its breach, the parties are aware the local
35 Association of REALTORS® has a Dispute Resolution Service (DRS) available. A DRS 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, known as the REALTOR® Code of
42 Ethics. To receive a copy of the REALTOR® Code of Ethics, ask your real estate professional or the local Association of
43 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.

Address _____

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

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

4
5 **BUYER DEFAULT** BUYER must initial only one of the following.

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

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

10 **OR**

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

14
15 **THE FOLLOWING HAVE BEEN RECEIVED AND ACKNOWLEDGED BY BUYER:**

- 16 Consent to Act
17 Duties Owed by a Nevada Real Estate Licensee
18 Environmental Contact List
19 HUD Inspection For your Protection: Get a Home Inspection
20 Information Regarding Private Well and Septic System
21 Residential Disclosure Guide
22 Wire Fraud Advisory
23 Other _____
24 Other _____

25
26 **THE FOLLOWING ADDENDA AND EXHIBITS SHALL BE INCORPORATED**

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

37
38 **ENTIRE AGREEMENT** This Agreement and attachments contain the entire agreement of the parties and supersede all
39 prior agreements or representations with respect to the Property not expressly set forth in this Agreement. This Agreement
40 may only be modified in writing, signed and dated by the parties. BUYER acknowledges having read and approved all
41 provisions of this Agreement.

42
43 **ASSIGNMENT** BUYER may not assign any of BUYER'S rights in this Agreement without prior written consent of
44 SELLER, which consent shall not be unreasonably withheld, conditioned, or delayed. Any purported assignment in violation
45 of this Section shall be null and void. No assignment shall relieve the assigning party of any of its obligations in this
46 Agreement.

47
48 **TIME IS OF THE ESSENCE** Time is of the essence of this Agreement.

49
50 **SELLER** has agreed, by separate listing agreement, to pay real estate commissions for services rendered, at COE.
51 As published in the MLS, _____% of the accepted price, or \$ _____, shall be paid to BUYER's real
52 estate brokerage, _____.

Address _____

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

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

4
5 BUYER _____ DATE _____ Time _____

6
7 BUYER _____ DATE _____ Time _____

8
9 BUYER _____ DATE _____ Time _____

10
11 BUYER _____ DATE _____ Time _____

12
13 **BUYER's Representation:**

14 BUYER's Licensee Name _____ BUYER Broker Name _____

15 BUYER's Licensee Nevada License # _____ BUYER's Broker Nevada License # _____

16 BUYER's Licensee Email _____ Brokerage Name _____

17 Phone _____ Fax _____ Office Address _____

18 _____ City/State/Zip _____

19
20 BUYERS Licensee signature acknowledging receipt of EMD _____

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

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

26
27 **TAX WITHHOLDING (FIRPTA)** Unless the Property is acquired for use as a primary residence and is sold for no
28 more than \$300,000, SELLER agrees to provide BUYER with (a) Non-Foreign Seller Affidavit, or (b) Withholding
29 Certificate Form from the Internal Revenue Service stating that withholding is not required. In the event none of the
30 foregoing is applicable, BUYER requires a percentage of SELLER's proceeds to be escrowed to comply with the FOREIGN
31 INVESTMENT AND REAL PROPERTY TAX ACT (IRC 1445).

32
33 [_____/_____/_____/_____] SELLER is not a foreign person OR is a foreign person and may be
34 subject to FIRPTA withholding.

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

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

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

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

40
41 SELLER _____ DATE _____ Time _____

42
43 SELLER _____ DATE _____ Time _____

44
45 SELLER _____ DATE _____ Time _____

46
47 SELLER _____ DATE _____ Time _____

48
49 **SELLER's Representation:**

50 SELLER's Licensee Name _____ SELLER's Broker Name _____

51 SELLER's Licensee Nevada License # _____ SELLER's Brokers Nevada License # _____

52 Phone _____ Fax _____ Brokerage Name _____

53 SELLER's Licensee Email _____ Office Address _____

54 _____ City/State/Zip _____

Address _____