



**REALTORS® ASSOCIATION OF NEW MEXICO
ADDENDUM TO PURCHASE AGREEMENT - MISCELLANEOUS**

ADDENDUM NO. _____

This Addendum is part of the Residential Commercial Vacant Land Farm and Ranch Purchase Agreement dated _____, _____ between _____ ("Buyer") and _____ ("Seller") and relating to the following Property:

Address _____ City _____

Legal Description _____ or see metes and bounds description attached as Exhibit _____, _____ County, New Mexico.

The following paragraphs, when checked by the parties, will be incorporated into the Purchase Agreement described above:

1. CONTINGENCY FOR SALE OF BUYER'S HOME.

This Agreement is contingent on the sale and closing and funding of Buyer's property located at:

Address _____ City _____ State _____ Zip Code _____

Buyer must furnish to Seller a copy of an executed, valid purchase agreement for Buyer's property no later than _____. Buyer must furnish to Seller acceptable evidence of the satisfaction of all of the contingencies checked above no later than _____. If any of these deadlines is not met, this Agreement will terminate and any Earnest Money will be returned to Buyer.

2. TERMINATION OF PRIOR AGREEMENT (BACKUP OFFER). Buyer acknowledges that Seller has accepted one or more offers to sell the Property to a third person. Buyer and Seller acknowledge that this is a "back-up" contract subject to the termination of the prior agreements. Seller may, in Seller's sole discretion, amend or extend the prior agreements. This Agreement is conditioned upon Seller's determination, in Seller's sole discretion, that the existing third party contracts have been terminated. This contingency must be removed on or before _____ by Seller delivering written notice to Buyer, or this Agreement will terminate and the Earnest Money will be returned to Buyer. The "Date of Acceptance" for the purpose of any deadlines in the Purchase Agreement is the date on which Seller delivers to Buyer notice that this contingency has been removed.

3. LOAN APPROVAL DEADLINE PRIOR TO SETTLEMENT/SIGNING DATE. Notwithstanding the provisions of the Purchase Agreement, this Agreement is conditioned on approval of the Loan described in the Purchase Agreement on or before _____.

4. TITLE. Buyers wish to take title as follows:

- joint tenants tenants in common community property (to be used only if married couple)
- other _____

Broker WILL NOT advise Buyers as to how title to the Property should be held, because to do so could constitute the unauthorized practice of law. Tax and other consequences of the manner of taking title could be important. If Buyers need assistance, they should consult with their legal counsel.

REALTORS® Association of New Mexico (RANM) makes no warranty of the legal effectiveness or validity of this form and disclaims any liability for damages resulting from its use. By use of this form the parties agree to the limitations set forth in this paragraph. The parties hereby release RANM, the real estate brokers, their agents and employees from any liability arising out of the use of this form. You should consult your attorney with regards to the effectiveness, validity, or consequences of any use of this form. The use of this form is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by real estate licensees who are members of the National Association of REALTORS® and who subscribe to the Association's strict Code of Ethics.

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5. COURT APPROVAL. This Agreement is contingent on the approval of a court having jurisdiction over the Property as a result of a probate, conservatorship, bankruptcy, divorce, guardianship, receivership, or other proceeding. Such approval must be received no later than _____ or this Agreement will be terminated and the Earnest Money will be returned to Buyer.

6. PROOF OF FUNDS. Buyer agrees to deliver to Seller within _____ days from date of acceptance, proof satisfactory to Seller that Buyer currently has in Buyer's possession or control, the funds required to be paid under this Agreement as down payment, and/or the balance of the purchase price.

7. TENANT - OCCUPIED PROPERTY.

A. The Property is subject to a rental agreement or lease

- (1) for a term ending on _____
- (2) month to month beginning on _____
- (3) week to week beginning on _____
- (4) other _____

B. Buyer and Seller agree that Seller will will not deliver the Property unoccupied by a tenant at Settlement/Signing Date.

C. If Seller will not deliver the Property unoccupied by a tenant at Settlement/Signing Date:

(1) A copy of any written rental agreement or a summary of any oral rental agreement is attached to this Agreement as Exhibit _____ (the "Rental Agreement"). The Rental Agreement is in full force and effect and has not been amended.

(2) Neither Seller nor tenant is in default under the Rental Agreement.

(3) Tenant has paid a security deposit of \$ _____ which is held by _____

_____ The parties will account for the security deposit at Settlement/Signing Date as follows: _____

(4) Tenant has prepaid rent as follows: _____ and the parties will account for the prepaid rent at Settlement/Signing Date as follows: _____

(5) Other _____

8. OTHER:

To the extent the provisions of this Addendum vary from the terms of the Purchase Agreement, the terms of this Addendum will control.

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BUYER

Buyer	Date	Time
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Buyer	Date	Time
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SELLER

Seller	Date	Time
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Seller	Date	Time
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