



RESIDENTIAL PURCHASE AGREEMENT

(Joint Escrow Instructions and Earnest Money Receipt)

Date: March 8, 2012

Sample Client

("Buyer"), hereby offers to purchase

1234 Las Vegas Dr, Las Vegas, NV 89146

("Property"),

within the city or unincorporated area of Las Vegas, County of Clark,

State of Nevada, Zip 89146, A.P.N. # 123-45-678-901 for the purchase price of \$150,000.00

(One Hundred Fifty Thousand 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:

\$1,000.00 A. EARNEST MONEY DEPOSIT ("EMD") is presented with this offer -OR- EMD to be wired or chasier's check'd to Title upon Ratified Contract.

(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).)

N/A 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 28 herein.)

\$120,000.00 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.

N/A 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.

N/A E. BUYER TO EXECUTE A PROMISSORY NOTE SECURED BY DEED OF TRUST PER TERMS IN "FINANCING ADDENDUM."

\$29,000.00 F. BALANCE OF PURCHASE PRICE (Balance of Down Payment) in Good Funds to be paid prior to Close of Escrow ("COE").

\$150,000.00 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: Sample Client BUYER(S) INITIALS: /

Property Address: 1234 Las Vegas Dr Las Vegas, NV 89146 SELLER(S) INITIALS: /

Rev. 12/11

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

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

7  **does -OR-  does not**

8 authorize lender to provide loan status updates to Seller's and Buyer's Brokers, as well as Escrow Officer. Buyer agrees to use  
9 Buyer's best efforts to obtain financing under the terms and conditions outlined in this Agreement.

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

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

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

23 This Agreement

24  **is not -OR-**

25  **is contingent upon the sale (and closing) of another property which address is**

26 \_\_\_\_\_  
27 Said Property

28  **is currently listed**

29  **is not -OR-  is**

30 presently in escrow with \_\_\_\_\_

31 Escrow Number: \_\_\_\_\_ Proposed Closing Date: \_\_\_\_\_

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

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

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

51  
52 **B.** The following additional items of personal property: As listed in the current MLS Listing.  
53 \_\_\_\_\_  
54 \_\_\_\_\_

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

Buyer's Name: Sample Client BUYER(S) INITIALS: \_\_\_\_\_ / \_\_\_\_\_  
Property Address: 1234 Las Vegas Dr  
Las Vegas, NV 89146 SELLER(S) INITIALS: \_\_\_\_\_ / \_\_\_\_\_

1 **5. ESCROW:**

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

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

12  
13 **C. CLOSE OF ESCROW:** Close of Escrow ("COE") shall be on (date) April 6, 2012  
14 If the designated date falls on a weekend or holiday, COE shall be the next business day.

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

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

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

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

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

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

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38  
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42  
43  
44 **B. PRORATIONS:**

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

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

48  
49 **Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a  
50 particular paragraph is otherwise modified by addendum or counteroffer.**

51  
52 Buyer's Name: Sample Client BUYER(S) INITIALS: \_\_\_\_\_ / \_\_\_\_\_

53  
54 Property Address: 1234 Las Vegas Dr  
Las Vegas, NV 89146 SELLER(S) INITIALS: \_\_\_\_\_ / \_\_\_\_\_

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

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

31  
 32 If any inspection is not completed and requested repairs are not delivered to Seller within the Due Diligence Period, Buyer is  
 33 deemed to have waived the right to that inspection and Seller's liability for the cost of all repairs that inspection would have  
 34 reasonably identified had it been conducted, except as otherwise provided by law. The foregoing expenses for inspections will  
 35 be paid outside of Escrow unless the Parties present instructions to the contrary prior to COE (along with the applicable  
 36 invoice).

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

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

48  
 49 The foregoing expenses for certifications will be paid outside of Escrow unless the Parties present instructions to the contrary  
 50 prior to COE (along with the applicable invoice). A certification is not a warranty.

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

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

Buyer's Name: Sample Client BUYER(S) INITIALS: \_\_\_\_\_ / \_\_\_\_\_  
 1234 Las Vegas Dr  
 Property Address: Las Vegas, NV 89146 SELLER(S) INITIALS: \_\_\_\_\_ / \_\_\_\_\_



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

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

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

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

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

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

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

49  
50  
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: Sample Client BUYER(S) INITIALS: \_\_\_\_\_ / \_\_\_\_\_

Property Address: 1234 Las Vegas Dr  
Las Vegas, NV 89146 SELLER(S) INITIALS: \_\_\_\_\_ / \_\_\_\_\_

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1 **11. ADDITIONAL DISCLOSURES:**

2 **A. LICENSEE DISCLOSURE OF INTEREST (BUYER):** Pursuant to NRS 645.252(1)(c), a real estate  
3 licensee must disclose if he/she is a principal in a transaction or has an interest in a principal to the transaction.  
4 N/A is a licensed real estate agent in the State(s) of \_\_\_\_\_, and has  
5 the following interest, direct or indirect, in this transaction:  Principal (Buyer) -OR-  family or firm relationship with Buyer  
6 or ownership interest in Buyer (if Buyer is an entity): (specify relationship) \_\_\_\_\_.

8 **B.** In addition, for **NEW CONSTRUCTION**, to the extent applicable, Seller will provide: Public Offering  
9 Statement (NRS 116.4108); Electric Transmission Lines (NRS 119.1835); Public Services and Utilities (NRS 119.183); Initial  
10 Purchaser Disclosure (NRS 113); Construction Recovery Fund (NRS 624); Gaming Corridors (NRS 113.070); Water/Sewage  
11 (NRS 113.060); Impact Fees (NRS 278B.320); Surrounding Zoning Disclosure (NRS 113.070); FTC Insulation Disclosure (16  
12 CFR 460.16); and Other: N/A.

14 **C. AIRPORT NOISE:** Buyer hereby acknowledges the proximity of various overflight patterns, airports  
15 (municipal, international, military and/or private) and helipads. Buyer also fully understands that existing and future noise  
16 levels at this location, associated with existing and future airport operations, may affect the livability, value and suitability of  
17 the Property for residential use. Buyer also understands that these airports have been at their present location for many years,  
18 and that future demand and airport operations may increase significantly. For further information, contact your local  
19 department of aviation or the Federal Aviation Administration.

21 **D. FEDERAL FAIR HOUSING COMPLIANCE AND DISCLOSURES:** All properties are offered without  
22 regard to race, color, religion, sex, national origin, ancestry, handicap or familial status and any other current requirements of  
23 federal or state fair housing law.

25 **12. BUYER'S DUE DILIGENCE:**

26 **A. DUE DILIGENCE PERIOD:** Buyer shall have 7 calendar days from Acceptance to complete Buyer's  
27 Due Diligence. Buyer shall ensure that all inspections and certifications are initiated in a timely manner as to complete the Due  
28 Diligence in the time outlined herein. (If utilities are not supplied by the deadline referenced herein or if the disclosures are not  
29 delivered to Buyer by the deadline referenced herein, then Buyer's Due Diligence Period will be extended by the same number  
30 of calendar days that Seller delayed supplying the utilities or delivering the disclosures, whichever is longer.) During this  
31 period Buyer shall have the exclusive right at Buyer's discretion to cancel this Agreement. In the event of such cancellation,  
32 unless otherwise agreed herein, the EMD will be refunded to Buyer. **If Buyer provides Seller with notice of objections, the  
33 Due Diligence Period will be extended by the same number of calendar days that it takes Seller to respond in writing to  
34 Buyer's objections.** If Buyer fails to cancel this Agreement within the Due Diligence Period (as it may be extended), Buyer will  
35 be deemed to have waived the right to cancel under this section.

37 **B. PROPERTY INSPECTION/CONDITION:** During the Due Diligence Period, Buyer shall take such  
38 action as Buyer deems necessary to determine whether the Property is satisfactory to Buyer including, but not limited to,  
39 whether the Property is insurable to Buyer's satisfaction, whether there are unsatisfactory conditions surrounding or otherwise  
40 affecting the Property (such as location of flood zones, airport noise, noxious fumes or odors, environmental substances or  
41 hazards, whether the Property is properly zoned, locality to freeways, railroads, places of worship, schools, etc.) or any other  
42 concerns Buyer may have related to the Property. During such Period, Buyer shall have the right to have non-destructive  
43 inspections of all structural, roofing, mechanical, electrical, plumbing, heating/air conditioning, water/well/septic, pool/spa,  
44 survey, square footage, and any other property or systems, through licensed and bonded contractors or other qualified  
45 professionals. Seller agrees to provide reasonable access to the Property to Buyer and Buyer's inspectors. Buyer agrees to  
46 indemnify and hold Seller harmless with respect to any injuries suffered by Buyer or third parties present at Buyer's request  
47 while on Seller's Property conducting such inspections, tests or walk-throughs. Buyer's indemnity shall not apply to any  
48 injuries suffered by Buyer or third parties present at Buyer's request that are the result of an intentional tort, gross negligence  
49 or any misconduct or omission by Seller, Seller's Agent or other third parties on the Property. Buyer is advised to consult with  
50 appropriate professionals regarding neighborhood or Property conditions, including but not limited to: schools; proximity and  
51 adequacy of law enforcement; proximity to commercial, industrial, or agricultural activities; crime statistics; fire protection;  
52 other governmental services; existing and proposed transportation; construction and development; noise or odor from any  
53 source; and other nuisances, hazards or circumstances. If Buyer cancels this Agreement due to a specific inspection report,  
54 Buyer shall provide Seller at the time of cancellation with a copy of the report containing the name, address, and telephone  
55 number of the inspector.

56 **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: Sample Client BUYER(S) INITIALS: \_\_\_\_\_ / \_\_\_\_\_

Property Address: 1234 Las Vegas Dr  
Las Vegas, NV 89146 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 **13. WALK-THROUGH INSPECTION OF PROPERTY:** Buyer is entitled under this Agreement to a walk-through of  
12 the Property within 5 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 **14. 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 \$ N/A 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 **15. 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 **16. ASSIGNMENT OF THIS AGREEMENT:** Unless otherwise stated herein, this Agreement is non-assignable by  
38 Buyer.

39  
40 **17. 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 **18. DEFAULT:**  
46  
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 foregoing,  
49 in the event the Buyer finds it necessary to file a claim for specific performance, this section shall not apply.  
50  
51 **B. IF SELLER DEFAULTS:** If Seller defaults in performance under this Agreement, Buyer reserves all legal  
52 and/or equitable rights (such as specific performance) against Seller, and Buyer may seek to recover Buyer's actual  
53 damages incurred by Buyer due to Seller's default.

54  
55  
56 **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: Sample Client BUYER(S) INITIALS: \_\_\_\_\_ / \_\_\_\_\_

Property Address: 1234 Las Vegas Dr  
Las Vegas, NV 89146 SELLER(S) INITIALS: \_\_\_\_\_ / \_\_\_\_\_



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

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

9 **-OR-**

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

### Instructions to Escrow

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

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

### Brokers

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

49 **22. WAIVER OF CLAIMS:** Buyer and Seller agree that they are not relying upon any representations made by Brokers  
50 or Broker's agent. Buyer acknowledges that at COE, the Property will be sold AS-IS, WHERE-IS without any representations  
51 or warranties, unless expressly stated herein. Buyer agrees to satisfy himself, as to the condition of the Property, prior to COE.  
**Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a  
particular paragraph is otherwise modified by addendum or counteroffer.**

Buyer's Name: Sample Client BUYER(S) INITIALS: \_\_\_\_\_ / \_\_\_\_\_

Property Address: 1234 Las Vegas Dr  
Las Vegas, NV 89146 SELLER(S) INITIALS: \_\_\_\_\_ / \_\_\_\_\_

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Sample Client



1 Buyer acknowledges that any statements of acreage or square footage by Brokers are simply estimates, and Buyer agrees to  
2 make such measurements, as Buyer deems necessary, to ascertain actual acreage or square footage. Buyer waives all claims  
3 against Brokers or their agents for (a) defects in the Property; (b) inaccurate estimates of acreage or square footage; (c)  
4 environmental waste or hazards on the Property; (d) the fact that the Property may be in a flood zone; (e) the Property's  
5 proximity to freeways, airports or other nuisances; (f) the zoning of the Property; (g) tax consequences; or (h) factors related to  
6 Buyer's failure to conduct walk-throughs or inspections. Buyer assumes full responsibility for the foregoing and agrees to  
7 conduct such tests, walk-throughs, inspections and research, as Buyer deems necessary. In any event, Broker's liability is  
8 limited, under any and all circumstances, to the amount of that Broker's commission/fee received in this transaction.  
9

**Other Matters**

10

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

37 **24. SIGNATURES, DELIVERY, AND NOTICES:**

38 **A.** This Agreement may be signed by the parties on more than one copy, which, when taken together, each  
39 signed copy shall be read as one complete form. This Agreement (and documents related to any resulting transaction) may be  
40 signed by the parties manually or digitally. Facsimile signatures may be accepted as original.  
41

42 **B.** Delivery of all instruments or documents associated with this Agreement shall be delivered to the Agent for  
43 Seller or Buyer if represented.  
44

45 **C.** Except as otherwise provided in Section 9, when a Party wishes to provide notice as required in this  
46 Agreement, such notice shall be sent regular mail, personal delivery, by facsimile, overnight delivery and/or by email to the  
47 Agent for that Party. The notification shall be effective when postmarked, received, faxed, delivery confirmed, and/or read  
48 receipt confirmed in the case of email. Any cancellation notice shall be contemporaneously faxed to Escrow.  
49

50 **25. IRC 1031 EXCHANGE:** Seller and/or Buyer may make this transaction part of an IRC 1031 exchange. The party  
51 electing to make this transaction part of an IRC 1031 exchange will pay all additional expenses associated therewith, at no cost  
52 to the other party. The other party agrees to execute any and all documents necessary to effectuate such an exchange.  
53

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

Buyer's Name: Sample Client BUYER(S) INITIALS: \_\_\_\_\_ / \_\_\_\_\_  
1234 Las Vegas Dr  
Property Address: Las Vegas, NV 89146 SELLER(S) INITIALS: \_\_\_\_\_ / \_\_\_\_\_

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

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

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

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

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

26  
27 **27. ADDENDUM(S) ATTACHED: N/A**

28  
29  
30 **28. ADDITIONAL TERMS: N/A**

31  
32  
33  
34  
35  
36  
37  
38  
39  
40  

<b>Earnest Money Receipt</b>
------------------------------

41 BUYER'S AGENT ACKNOWLEDGES RECEIPT FROM BUYER HEREIN of the sum of \$ 1,000.00  
42 evidenced by  Cash,  Cashier's Check,  Personal Check, or  Other See page 1, line 15-16.  
43 payable to Old Republic Title Co. Upon Acceptance, Earnest Money to be deposited within ONE (1) business  
44 day, with  Escrow Holder,  Buyer's Broker's Trust Account, - OR -  Seller's Broker's Trust Account.  
45  
46 Date: 03/08/2012 Signed: \_\_\_\_\_ Buyer's Agent: Mark Fleysher

**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: Sample Client BUYER(S) INITIALS: \_\_\_\_\_ / \_\_\_\_\_  
Property Address: 1234 Las Vegas Dr  
Las Vegas, NV 89146 SELLER(S) INITIALS: \_\_\_\_\_ / \_\_\_\_\_

**Buyer's Acknowledgement of Offer**

1  
2 **Upon Acceptance, Buyer agrees** to be bound by each provision of this Agreement, and all signed addenda, disclosures, and  
3 attachments.

4  
5 \_\_\_\_\_ Sample Client \_\_\_\_\_ 03/08/2012 12:00  AM  PM  
6 Buyer's Signature Buyer's Printed Name Date Time

7  
8 \_\_\_\_\_ : \_\_\_\_\_  AM  PM  
9 Buyer's Signature Buyer's Printed Name Date Time

10  
11 **Seller must respond by:** 5:00  AM  PM on (month) March, (day) 9, (year) 2012. Unless this  
12 Agreement is accepted, rejected or countered below and delivered to the Buyer's Broker before the above date and  
13 time, this offer shall lapse and be of no further force and effect.

14  
15 **Confirmation of Representation:** The Buyer is represented in this transaction by:

16  
17 Buyer's Broker: Mark Fleysher Agent's Name: Mark Fleysher  
18 Company Name: The Jack Conley Realty Group Agent's Public ID: 224192  
19 Phone: (702) 291-8186 Office Address: 6600 W Charleston Blvd, Suite 132  
20 Email: mfleysher@gmail.com City, State, Zip: Las Vegas, Nv 89146  
21 Fax: (702) 946-0843  
22

**Seller's Response**

23  
24  **ACCEPTANCE:** Seller(s) acknowledges that he/she accepts and agrees to be bound by each provision of this Agreement,  
25 and all signed addenda, disclosures, and attachments.

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

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

28  
29 **FIRPTA DECLARATION:** Pursuant to Section 5.E. herein, Seller declares that he/she

30  is not -OR-

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

32  
33  
34  
35 \_\_\_\_\_ : \_\_\_\_\_  AM  PM  
36 Seller's Signature Seller's Printed Name Date Time

37  
38 \_\_\_\_\_ : \_\_\_\_\_  AM  PM  
39 Seller's Signature Seller's Printed Name Date Time

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

42  
43 Seller's Broker: Mark Fleysher Agent's Name: Mark Fleysher  
44 Company Name: The Jack Conley Realty Group Office Address: 6600 W Charleston #132  
45 Phone: (702) 291-8186 City, State, Zip: Las Vegas, NV 89146  
46 Email: mfleysher@gmail.com Fax: (702) 946-0843  
47

48 **LICENSEE DISCLOSURE OF INTEREST (SELLER):** Pursuant to NRS 645.252(1)(c), a real estate licensee must  
49 disclose if he/she is a principal in a transaction or has an interest in a principal to the transaction. N/A

50 \_\_\_\_\_ is a licensed real estate agent in the State(s) of \_\_\_\_\_, and has the following interest,  
51 direct or indirect, in this transaction:  Principal (Seller) -OR-  family or firm relationship with Seller or ownership interest  
52 in Seller (if Seller is an entity): (specify relationship) \_\_\_\_\_.

**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: \_\_\_\_\_ Sample Client BUYER(S) INITIALS: \_\_\_\_\_ / \_\_\_\_\_

Property Address: \_\_\_\_\_ 1234 Las Vegas Dr SELLER(S) INITIALS: \_\_\_\_\_ / \_\_\_\_\_  
\_\_\_\_\_ Las Vegas, NV 89146

**Rev. 12/11**

**SHORT SALE ADDENDUM  
TO PURCHASE AGREEMENT**

(and Joint Escrow Instructions)



1 In reference to the Purchase Agreement executed by Sample Client as Buyer(s) and  
2 \_\_\_\_\_ as Seller(s), dated March 8, 2012 covering the real property at  
3 1234 Las Vegas Dr, Las Vegas, NV 89146, the  Buyer  Seller hereby proposes that the  
4 Purchase Agreement be amended as follows:  
5

6 **1. Contingent on Existing Lender Approval.** Buyer and Seller acknowledge that the Purchase  
7 Price is less than the amount of Seller's existing loan(s) against the Property due and owing to one or  
8 more lender(s) and/or lienholder(s) (collectively, "Lender"). Such a transaction is called a "short sale."  
9 Therefore, the Purchase Agreement is contingent upon Seller and/or Seller's Agent obtaining approval  
10 from Lender ("Lender Approval") to accept an amount less than what is owed on the Property to release  
11 Lender's lien on the Property (subject to parties' approval; see Section 3 below). **SELLER**  
12 **UNDERSTANDS AND ACKNOWLEDGES THAT LENDER APPROVAL MAY BE**  
13 **CONDITIONED UPON ANY OR ALL OF THE FOLLOWING: (A) MAKING A CASH**  
14 **PAYMENT; (B) SIGNING A NEW PROMISSORY NOTE; (C) CONTINUING TO OWE THE**  
15 **LENDER THE UNPAID PORTION OF THE LOAN(S); AND (D) OTHER REQUIREMENTS**  
16 **MADE BY LENDER.** Seller shall reasonably cooperate with Lender in the short sale process by  
17 providing such documentation as may be required by Lender. **BUYER AND SELLER**  
18 **UNDERSTAND THAT LENDER APPROVAL MAY TAKE SEVERAL MONTHS TO OBTAIN,**  
19 **AND NEITHER THE SELLER, THE ESCROW HOLDER NOR THE BROKERS CAN**  
20 **GUARANTEE THE TIMELINESS OF LENDER'S REVIEW, APPROVAL OR REJECTION.**

21 Buyer Initials [\_\_\_\_\_] [\_\_\_\_\_] Seller Initials [\_\_\_\_\_] [\_\_\_\_\_]
22

23 **2. Notice of Lender Approval.** Seller agrees to provide Buyer with written notice of Lender  
24 Approval within two (2) business days of Seller's receipt of the approval. Seller may use the "Lender  
25 Short Sale Approval Addendum" to facilitate this notice. (For clarification, this is not intended to  
26 encompass or delay transmission of any subsequent Lender Approval which may be issued to grant an  
27 extension at the end of the transaction pursuant to Section 5 herein.)  
28

29 **3. No Guarantee of Lender Approval.** Buyer and Seller understand that no Lender is required or  
30 obligated to accept a short sale, and that Lender Approval may be revoked at any time prior to COE. In  
31 addition, the Parties understand that Lender may require that in exchange for approval some terms of the  
32 Purchase Agreement be amended. Neither Buyer nor Seller is obligated to agree to any of Lender's  
33 proposed terms; either Party may, in its sole discretion, reject the amended terms required by Lender. In  
34 such event, the Purchase Agreement shall be void and the Parties agree to execute cancellation  
35 instructions with ESCROW HOLDER and return EMD to Buyer. **NEITHER THE BUYER, THE**  
36 **SELLER, THE ESCROW HOLDER NOR THE BROKERS IN THIS TRANSACTION HAVE**  
37 **ANY CONTROL OVER LENDER APPROVAL, OR ANY ACT, OMISSION OR DECISION BY**  
38 **ANY LENDER IN THE SHORT SALE PROCESS.**  
39

40 **4. Time Periods.** Opening escrow and depositing earnest money shall occur as stated in the  
41 Purchase Agreement. The time periods specified in the Purchase Agreement for due diligence,  
42 disclosures, inspections and other contingencies shall begin (check one):

- 43  as stated in the Purchase Agreement;
- 44  one (1) calendar day after the Parties' mutual written approval of the Lender Approval; —OR—
- 45  Other \_\_\_\_\_

Buyer Initials: [\_\_\_\_\_] [\_\_\_\_\_] Page 1 of 3 Seller Initials: [\_\_\_\_\_] [\_\_\_\_\_]
Short Sale Addendum to Purchase Agreement Rev. 8/10 © 2010 Greater Las Vegas Association of REALTORS®



1 **5. Close of Escrow.** Buyer and Seller understand that Lender Approval will include an expiration  
2 date by which Close of Escrow ("COE") must occur. A typical Lender Approval is valid for 30 days.  
3 The Parties agree to use best efforts to meet the Lender's COE deadline and understand that any  
4 extension(s) must be by mutual written agreement and Lender's consent. Buyer understands that Lender  
5 may impose additional requirements, such as per diem funds to be paid by Buyer, as additional  
6 consideration for any extension(s).

7  
8 **6. Other Offers.** Buyer and Seller acknowledge that the Seller's Agent is required by the Multiple  
9 Listing Service to place the property in "Contingent" status after the Purchase Agreement is executed,  
10 while the transaction is subject to Lender Approval. The Parties understand that additional offers may be  
11 received by the Seller's Agent, which must be presented to the Seller pursuant to Nevada law. Seller  
12 may choose to accept such subsequent offers as back-up offers.

13  
14 **7. Buyer's Right to Cancel.** Buyer may cancel the Purchase Agreement for any reason and without  
15 penalty any time after  45  60  90  \_\_\_\_\_ days from Acceptance if Lender Approval has not  
16 been received. Upon Buyer's cancellation, Seller agrees to execute cancellation instructions with  
17 ESCROW HOLDER and return EMD to Buyer.

18  
19 **8. Foreclosure.** Seller warrants that, at the time of the Purchase Agreement, a Notice of Default  
20 and Election to Sell  has not -OR-  has (date: \_\_\_\_\_) been recorded against the  
21 Property. (Information regarding the foreclosure status of a property is available from the County  
22 Recorder where the Property is located.) The Parties understand that the recording of a Notice of Default  
23 begins a statutory foreclosure period, which lasts a minimum of three (3) months and twenty (20) days.  
24 At the end of the foreclosure period, the Property typically will be sold at a Trustee's Sale (foreclosure  
25 sale) and Seller will lose all rights and interest in the Property. Buyer and Seller understand that if COE  
26 does not occur before a foreclosure sale of the Property, the Purchase Agreement shall be void and  
27 escrow shall be cancelled. In such event, ESCROW HOLDER is instructed to return EMD to Buyer  
28 without any further instruction from the Parties. The Parties agree to forever release and relieve  
29 ESCROW HOLDER from any and all responsibility, liability, costs and/or litigation for the return of the  
30 EMD under these conditions.

31  
32 **9. Tax Consequences and Advice. A SHORT SALE MAY HAVE SERIOUS AND ADVERSE**  
33 **LEGAL, TAX, CREDIT AND ECONOMIC CONSEQUENCES FOR THE SELLER.** Seller agrees  
34 to seek advice from an attorney, a certified public accountant or other qualified professional regarding  
35 the legal effect and meaning of a short sale and any Lender Approval.

36 Seller Initials [\_\_\_\_\_] [\_\_\_\_\_]   
37

38 **10. Unfulfilled Contingency.** If the Lender rejects the short sale, Seller will promptly notify Buyer  
39 of the rejection and the Purchase Agreement shall be void due to the unfulfilled contingency and escrow  
40 shall be cancelled. In such event, ESCROW HOLDER is instructed to return EMD to Buyer without any  
41 further instruction from the Parties. The Parties agree to forever release and relieve ESCROW HOLDER  
42 from any and all responsibility, liability, costs and/or litigation for the return of the EMD under these  
43 conditions.

44  
45 **11. Other Terms and Conditions: Buyer may choose to conduct inspection prior**  
46 **to short sale approval; Seller to turn on utilities within 5 days**  
47 **notice.**  
48

Buyer Initials: [\_\_\_\_\_] [\_\_\_\_\_]   
Short Sale Addendum to Purchase Agreement Rev. 8/10

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Seller Initials: [\_\_\_\_\_] [\_\_\_\_\_]   
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1 \_\_\_\_\_  
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10 All other terms of the Purchase Agreement, including all prior counteroffers and addenda not modified  
11 by this Addendum shall remain the same. To the extent that any terms of this Addendum are in conflict  
12 with the Purchase Agreement, this Addendum will control. **WHEN PROPERLY COMPLETED,**  
13 **THIS IS A BINDING CONTRACT. IF YOU DO NOT FULLY UNDERSTAND ITS**  
14 **CONTENTS, SEEK COMPETENT LEGAL AND TAX COUNSEL BEFORE SIGNING.**

16 \_\_\_\_\_ March 8, 2012  
17  Buyer  Seller **Sample Client** Date

19 \_\_\_\_\_  
20  Buyer  Seller Time

21 **Acceptance:**

24 \_\_\_\_\_  
25  Buyer  Seller Date

27 \_\_\_\_\_  
28  Buyer  Seller Time

30 Prepared by: \_\_\_\_\_ (702) 291-8186  
31 Agent's Name **Mark Fleysher** Phone