



# 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  Check or  Wire Transfer or  
 10  other \_\_\_\_\_ payable to \_\_\_\_\_,  
 11 and then deposited **within two (2) OR \_\_\_\_\_ business days** of Acceptance,  
 12 with \_\_\_\_\_.  
 13 Authorized escrow holder to be selected by  BUYER  SELLER. \$ \_\_\_\_\_

14  
 15 **BALANCE OF CASH DOWN PAYMENT** (not including closing costs) \$ \_\_\_\_\_  
 16 Source of down payment \_\_\_\_\_.

17  
 18 **CASH PURCHASE** BUYER to provide evidence, satisfactory to SELLER, of sufficient cash  
 19 available to complete this purchase within \_\_\_\_\_ days of Acceptance.

20  
 21 **NEW FIRST LOAN: TYPE**  Conventional  FHA  VA  Rural  Private \$ \_\_\_\_\_  
 22  Fixed Rate for \_\_\_\_\_ years. Interest not to exceed \_\_\_\_\_%.  
 23  Adjustable Rate for \_\_\_\_\_ years. Initial Interest not to exceed \_\_\_\_\_% maximum lifetime rate  
 24 not to exceed \_\_\_\_\_%.

25  
 26 **NEW SECOND LOAN: TYPE**  Conventional  Private \$ \_\_\_\_\_  
 27  Other \_\_\_\_\_  
 28  Fixed Rate for \_\_\_\_\_ years. Interest not to exceed \_\_\_\_\_%.  
 29  Adjustable Rate for \_\_\_\_\_ years. Initial Interest not to exceed \_\_\_\_\_% maximum lifetime rate  
 30 not to exceed \_\_\_\_\_%.

31  
 32 **BUYER** to lock loan terms within \_\_\_\_\_ days of Acceptance or BUYER agrees to pay prevailing rates.

33  
 34 **BUYER** to pay discount points not to exceed \_\_\_\_\_%. **SELLER** to pay discount points not to  
 35 exceed \_\_\_\_\_%. Any reduction in discount points at closing to be allocated proportionately.  
 36 Loan origination fee not to exceed \_\_\_\_\_% paid by  BUYER  SELLER.

37 **SELLER** agrees to pay up to \$ \_\_\_\_\_ in loan fees that BUYER cannot pay pursuant  
 38 to FHA or VA regulation.  
 39 All remaining loan fees shall be paid as required by law, ordinance and/or regulation.

40  
 41 **OTHER** (Specify in Additional Terms and Conditions or Financing Addendum): \$ \_\_\_\_\_

42  
 43 **TOTAL PURCHASE PRICE** in the sum of (not including closing costs): \$ \_\_\_\_\_

44  
 45 **CLOSING** Close of Escrow (COE) to be on \_\_\_\_\_. Unless otherwise agreed upon  
 46 in writing, COE shall not change from the originally agreed upon date. The parties shall deposit, with the authorized escrow  
 47 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.  
 ROA Page 1 of 10 This copyright protected form was created by members of SNR.

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 **SATISFACTION OF CONTINGENCIES (BUYER Initial Required)**

14 [\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_] All contingencies shall be satisfied according to their terms within the time  
15 limits specified, expire according to the time limits specified, or be waived in writing. If BUYER exercises their right to  
16 terminate this Agreement under any contingency, BUYER is not in default and is entitled to a refund of the EMD, less  
17 BUYER incurred expenses. If a contingency expires, it is waived. BUYER and SELLER shall cooperate in providing written  
18 waivers of those contingencies.

19

20 **LOAN APPLICATION REQUIREMENT (BUYER initial required if applying for a Loan)**

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

27

28 **APPRAISAL**

29 The Appraisal fee is to be paid by  BUYER  SELLER  split equally  other \_\_\_\_\_.  
30 Any required appraisal re-inspections shall be paid by  BUYER  SELLER  split equally  other \_\_\_\_\_.  
31 BUYER's Lender may require an appraisal. BUYER may elect to obtain an appraisal even if an appraisal waiver is available.

32

33 **APPRAISAL CONTINGENCY (BUYER Initial Required)**

34 **Included** **Waived**  
35 [\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_] [\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_] \_\_\_\_\_

36 If the appraisal does not meet or exceed the purchase price or there are appraisal conditions, BUYER has the right to  
37 exercise one of the following options within the contingency period:

- 38 (A) proceed with the transaction without regard to the amount of the appraised valuation or appraisal conditions; or  
39 (B) renegotiate with the SELLER, provided that if such renegotiation is not successful within 3 business days, then either  
40 party may terminate this Agreement upon written notice and EMD shall be returned to BUYER less BUYER incurred  
41 expenses; or  
42 (C) terminate this Agreement.

43 Parties acknowledge that FHA and VA guidelines may supersede this provision.

44

45 **APPRAISAL CONTINGENCY REMOVAL** Within \_\_\_\_\_ days of Acceptance, BUYER shall remove the appraisal  
46 contingency.

47

48 **LOAN CONTINGENCY REMOVAL (BUYER Initial Required)**

49 **Included** **Waived**  
50 [\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_] [\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_] Within \_\_\_\_\_ days of  
51 Acceptance, BUYER shall remove the loan contingency.

52 BUYER consents to the lender's release of loan status and conditions of approval to SELLER and Brokers. SELLER has no  
53 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(s)" including the statement of demand)  
39 as required by NRS 116. SELLER shall order the Resale Package(s) **within five (5) days of Acceptance** and deliver to  
40 BUYER upon receipt. BUYER is aware there may be additional CIC documents that may be ordered. BUYER is aware there  
41 may be an inspection of the property by CIC management company. The amount of any delinquent assessments, including  
42 penalties, attorney's fees, and other charges provided for in the management documents shall be paid current by SELLER at  
43 COE.

44 Recurring CIC assessments levied shall be paid by  BUYER  SELLER  split equally  other

45 Recurring CIC assessments levied, but not yet due, shall be paid by  BUYER  SELLER  split equally

46  other \_\_\_\_\_.

47 All CIC Association fees required for the transfer paid by  BUYER  SELLER  split equally  other \_\_\_\_\_.

48 CIC Capital Contribution fees paid by  BUYER  SELLER  split equally  other \_\_\_\_\_.

49 Existing special CIC assessments levied shall be paid by  BUYER  SELLER  split equally  other \_\_\_\_\_.

50 Existing special CIC assessments levied, but not yet due, shall be paid by  BUYER  SELLER  split equally

51  other \_\_\_\_\_.

52 BUYER shall have **five (5) days** from receipt of the Resale Package to review it. If BUYER does not approve the Resale  
53 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.

5  
6 **VESTED TITLE** Title shall vest as designated in the escrow instructions.

7  
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.

19  
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.

30  
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.

34  
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 \_\_\_\_\_.

38  
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.

42  
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.

45  
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 are included in the purchase  
2 price and are free of liens. This includes, but is not limited to: light fixtures, attached floor coverings, attic fans, central  
3 vacuum and related equipment, humidifier systems, drapes/curtains, blinds/shades including rods/hardware, doors and  
4 window screens, storm sash, awnings, TV antennas, TV wall mounts, satellite dishes, burglar, fire and smoke alarms and  
5 fire sprinklers, built-in pools/spas/saunas and related equipment, solar systems, conforming woodstoves, intercom systems,  
6 water softener systems, water and air filtration systems, attached fireplace screens, keyless entries, audio/video doorbell,  
7 electric garage door openers with controls, outdoor plants and trees (other than in movable containers), **OTHER**

8 \_\_\_\_\_  
9 \_\_\_\_\_

10 **EXCLUDING** \_\_\_\_\_  
11 \_\_\_\_\_

12  
13 **PERSONAL PROPERTY** The following personal property, on the premises when inspected by BUYER is included in  
14 the purchase price, free of liens, with no warranty or value implied:

15 \_\_\_\_\_  
16 \_\_\_\_\_

17  
18 **SYSTEMS AND MAINTENANCE** Until possession of the Property is delivered, SELLER shall maintain the Property,  
19 including but not limited to, all existing structures, landscaping, grounds, appliances and systems. SELLER agrees to deliver  
20 the Property in a neat and clean condition, and remove all debris and personal belongings, **EXCLUDING:** \_\_\_\_\_

21 \_\_\_\_\_  
22

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

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

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

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

43  
44 **ACCESS** SELLER agrees to provide reasonable access to the Property to BUYER, and inspectors, for inspections and re-  
45 inspections and appraisal. SELLER agrees to have all utilities in service the day of any inspection and until COE. If this  
46 transaction fails to close, the parties remain obligated to pay for inspections performed as agreed.

Address \_\_\_\_\_

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

1 **INSPECTION CONTINGENCY** 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  
3 professionals 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  
19 otherwise 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 LID LOCATION/REMOVAL	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
29 SEPTIC PUMPING	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
30 SEPTIC INSPECTION	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
31 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"/> 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 understands that BUYER has not yet completed inspections, if any. BUYER reserves the right to  
46 request repairs (1) identified by the inspections; (2) as allowed by Nevada law for SRPD related disclosures or newly  
47 discovered defects; (3) or for repairs indicated on the Appraisal Report. SELLER reserves the right to refuse to complete  
48 requested repairs, but understands BUYER then has the right to terminate this Agreement. For any repairs completed a copy  
49 of all repair invoices and receipts shall be delivered to BUYER prior to COE. Brokers have no responsibility to assist in the  
50 payment of any repairs, corrections or deferred maintenance on the Property. Items of general maintenance or items of  
51 cosmetic nature, excluding conditions of safety, soundness, or security of the Property, not expressly addressed in this  
52 Agreement, are deemed accepted by BUYER.

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

12  
13 **ENVIRONMENTAL CONDITIONS** BUYER is advised the Property may be located in an area found to have special  
14 flood hazards as indicated by FEMA, avalanche conditions, freezing temperatures, snow loads, seismic activity and/or  
15 wildland fires. It may be necessary to purchase additional insurance in order to obtain a loan for the Property. For further  
16 information, consult your lender, insurance carrier, or other appropriate agency.

17  
18 **WATER METERS** BUYER may be required at a future date to incur the cost of installation of a water meter and/or  
19 conversion to metered rates.

20  
21 **WELLS** Many factors may affect the performance of a well system. If the Property includes a well, BUYER may be  
22 required at some future date to incur the cost of connecting the Property to a public water system.

23  
24 **ADDITIONAL FEES** Some areas may have additional fees or charges for the remediation of water systems.

25  
26 **SEPTIC SYSTEMS** If the Property includes a septic system, BUYER may be required at some future date to incur the  
27 cost of connecting the Property's plumbing to a public sewer system.

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

29  
30 **PRIVATE ROADS** SELLER shall disclose if the Property shares a common road, access driveway, or right-of-way with  
31 another property. If a road maintenance agreement exists, SELLER shall provide the agreement to BUYER.

32  
33 **WATER RIGHTS** Water rights, if any, shall be included with the Property unless specifically excluded by deed or  
34 mutual agreement.

35  
36 **TAX DEFERRED EXCHANGE** If BUYER or SELLER request to enter into a IRC tax deferred exchange for the  
37 Property, each party agrees to cooperate with the other in connection with the exchange, including the execution of  
38 documents deemed necessary to effectuate same. No party shall be obligated to delay the closing. All additional costs in  
39 connection with the exchange shall be borne by the party requesting it. No party shall be obligated to execute any note,  
40 contract, deed, or other document providing for any personal liability that would survive the exchange. The other party shall  
41 be indemnified and held harmless against any liability arising or that has arisen on account of the acquisition of ownership of  
42 the exchanged property.

43  
44 **ADDITIONAL TERMS AND CONDITIONS**

45 \_\_\_\_\_  
46 \_\_\_\_\_  
47 \_\_\_\_\_  
48 \_\_\_\_\_  
49 \_\_\_\_\_  
50 \_\_\_\_\_  
51 \_\_\_\_\_  
52 \_\_\_\_\_

Address \_\_\_\_\_

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

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

15  
16 **FINAL WALKTHROUGH** BUYER shall have the right to a final walkthrough prior to COE.

17  
18 **PHYSICAL POSSESSION** Physical possession of the Property with any keys to Property locks, community mailboxes,  
19 alarms, and garage door openers shall be delivered to BUYER  upon recordation of the deed; **OR**  upon completion of  
20 Agreement to Occupy After COE; **OR**  per the terms of Residential Lease/Rental Agreement.

21  
22 **NEVADA LAW TO APPLY** Nevada law shall apply to the interpretation and enforcement of this Agreement.

23  
24 **MEDIATION** If a dispute arises out of or relates to this Agreement or its breach, the parties are aware the local  
25 Association of REALTORS® has a Dispute Resolution Service (DRS) available. A DRS brochure is available upon request.

26  
27 **ATTORNEY FEES** In the event either party is required to engage the services of an attorney to enforce this Agreement,  
28 the prevailing party in any proceeding shall be entitled to an award of reasonable attorney's fees, legal expenses, and costs.

29  
30 **CODE OF ETHICS** Not all real estate licensees are REALTOR(S)®. A REALTOR® is a member of the National  
31 Association of REALTORS® and therefore subscribes to a higher ethical standard, known as the REALTOR® Code of  
32 Ethics. To receive a copy of the REALTOR® Code of Ethics, ask your real estate professional or the local Association of  
33 REALTORS®.

34  
35 **PROFESSIONAL CONSULTATION ADVISORY** A real estate Broker is qualified to advise on real estate. The parties  
36 are advised to consult with appropriate professionals including, but not limited to, engineers, surveyors, appraisers, lawyers,  
37 CPAs, or other professionals on specific topics, including but not limited to, land use regulation, boundaries and setbacks,  
38 square footage, physical condition, legal, tax, water rights, and other consequences of the transaction.

39  
40 **COUNTERPARTS AND SIGNATURES** BUYER and SELLER acknowledge and agree this Agreement may be  
41 executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the  
42 same instrument. BUYER and SELLER agree that this Agreement may be conducted by electronic delivery, and signatures  
43 so transmitted shall be acceptable for all purposes. Signatures transmitted by electronic delivery shall be deemed original  
44 signatures.

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

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

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 [\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_] One or more SELLER  is not a foreign person OR  is a foreign person and  
34 may be subject to FIRPTA withholding. If SELLER fails to comply with FIRPTA tax withholding, BUYER reserves the  
35 right to cancel this Agreement and retain EMD.

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

38  **Acceptance of Offer** SELLER accepts this Offer.  
39  **Counter Offer #1** SELLER signs this Offer subject to a Counter Offer #1 dated \_\_\_\_\_.  
40  **Rejection** SELLER rejects the foregoing Offer.

41  
42 SELLER \_\_\_\_\_ DATE \_\_\_\_\_ Time \_\_\_\_\_  
43  
44 SELLER \_\_\_\_\_ DATE \_\_\_\_\_ Time \_\_\_\_\_  
45  
46 SELLER \_\_\_\_\_ DATE \_\_\_\_\_ Time \_\_\_\_\_  
47  
48 SELLER \_\_\_\_\_ DATE \_\_\_\_\_ Time \_\_\_\_\_

49  
50 **SELLER's Representation:**

51 SELLER's Licensee Name \_\_\_\_\_ SELLER's Broker Name \_\_\_\_\_  
52 SELLER's Licensee Nevada License # \_\_\_\_\_ SELLER's Brokers Nevada License # \_\_\_\_\_  
53 Phone \_\_\_\_\_ Fax \_\_\_\_\_ Brokerage Name \_\_\_\_\_  
54 SELLER's Licensee Email \_\_\_\_\_ Office Address \_\_\_\_\_  
55 \_\_\_\_\_ City/State/Zip \_\_\_\_\_

Address \_\_\_\_\_