



ANATOMY OF A PURCHASE CONTRACT

4

CE

CORE
ELECTIVE

In addition to the 2021, 2022, 2023 & 2024 NMREC Core courses, MESA REI offers the following:

Core Electives:

- A Blunt Conversation About Marijuana 4CE
- A Look at Real World Issues- Claim Studies 4CE
- Anatomy of a Listing Contract 4CE
- Anatomy of a Purchase Contract 4CE
- Broker Beware: Getting from Contract to Closing 4CE
- Clear the Confusion: Offers (Counters, Multiples, Contingencies, etc.) 4CE
- Disclose, Disclose, Disclose (Unless You're NOT Supposed To) 4CE
- E & O Insurance: Know What you are Buying & Why 4CE
- Highest & Best Offers: An Escalating Concern 2CE
- Inspections, ORR's & Repairs, OH MY! 2 CE
- Intro to Seller Financing 4CE
- NMAR Forms Update 4CE
- NMAR's Many Miscellaneous Forms 4CE
- One Thing Leads to Another- The PA Contingencies Explained 2CE
- QB Refresher Course 6CE
- Ready Set Go: Broker Duties & Other Required Disclosures 2CE
- Taxes and Your Real Estate Business 4CE
- Triple D: Deadlines, Defaults & Definitions 3CE
- Yes Your Honor, I Did Disclose! 4CE
- Understanding & Using NMAR Forms 8CE
- Wells & Septics 4CE

Ethics Electives:

- Handling Multiple Offers Ethically & Effectively 4CE
- NAR Code of Ethics & Enforcement 4CE

Property Management Electives:

- Property Management & The 3 Way Reconciliation 2CE Prop Mang
- Trust Accounts 4CE Prop Mang
- UORRA 6CE Prop Mang
- Case Studies- Residential Property Management 3CE
- Going to Court- Residential Property Management 3CE
- Brokerage Operations- Residential Property Management 4CE
- Leasing & Management Residential Property Management 6CE

Electives:

- Bump In the Pipe 2CE
- 7 Tech Tips To Level Up 2CE



ON DEMAND CLASSES

- NMREC Meeting Replay (CE varies by Month)- ELECTIVE
- Business Ethics In Real Estate- 4CE Ethics *NAR Approved
- Triple D: Deadlines, Defaults, & Definitions-3CE Core Elective
- Qualifying Broker Refresher Course-6CE Elective (QB) Core Elective (AB)
- Closing On Time Is Possible-3CE Elective
- Handling Multiple Offers Ethically & Effectively-4CE Ethics Elective

BUY 3 CLASSES GET 1 FREE

Sign up for three classes at the same time and take the fourth one on us. Your free class must be of equal or lesser value. Does not include bundled courses. Your free class must be used within 6 months. Sign up for 3 courses, then contact us at 505.348.3381 and we'll send you a coupon for your free class.

ASSOCIATE BROKER BUNDLE

36 hours of CE credit for \$420 plus tax. Includes 3 Core Courses, Core Electives and an Ethics Elective!

QUALIFYING BROKER BUNDLE

42 hours of CE credit for \$495 plus tax. Includes 3 Core Courses, Core Electives, Ethics Elective, QB Refresher and NMREC Meeting Replay!

REFER A FRIEND

Refer a friend and get 50% off your next CE course with MESA! Refer someone new to MESA and if they register your name when they sign up for a course you'll receive a special promo code for 50% off your next class! Your 50% off code will apply to regularly priced courses, not to bundled courses or special bundles. Contact us by emailing registration@mesarei.com or call (505) 348.3381. Please leave a message if we don't pick up and we will return your call promptly.

Visit us at <https://mesarei.com> or <https://mesarei.thinkific.com>





**NEW MEXICO ASSOCIATION OF REALTORS® — 2024
INFORMATION SHEET – BROKERAGE COMPENSATION**



⚠ ATTENTION SELLERS AND BUYERS ⚠

COMPENSATION TO A BROKERAGE IS NOT SET BY ANY MULTIPLE LISTING SERVICE (“MLS”), THE LOCAL, STATE OR NATIONAL ASSOCIATION OF REALTORS® OR ANY LAW OR REGULATION. Each brokerage, or in some cases broker, sets its/their own compensation, independently of other brokerages/brokers. The extent to which each brokerage/broker will negotiate compensation, or compensation policies is determined strictly by that brokerage/broker. A brokerage/broker may have a standard fee schedule or certain compensation policies set by that specific brokerage or broker, but these are NOT universal rates or policies, so a consumer comparing different brokerage or broker rates and policies will find varying rates and policies among different brokerages or brokers. The amount of compensation a consumer pays a brokerage or broker is a term of the agreement between the consumer and the brokerage, which the consumer can fully negotiate with the brokerage or broker. **Consumers are encouraged to inquire about the brokerage’s or broker’s rates and policies before signing any agreement.**

ARE THERE MULTIPLE BROKERS OR BROKERAGES INVOLVED IN A REAL ESTATE TRANSACTION?

Potentially. Sellers and buyers contract with real estate offices, called “Brokerages,” to provide real estate services. Real estate brokers are individuals who work for Brokerages (“Broker”). Generally, there is a Broker who represents the seller in the transaction (“Listing Broker”), who works for the “Listing Brokerage”, and there is Broker who represents the buyer in the transaction (“Buyer’s Broker”), who works for the “Buyer’s Brokerage”. In some cases, there may be multiple Brokers within the same Brokerage who work collectively for the seller and/or the buyer. Sometimes the Listing Broker and the Buyer’s Broker will work for the same Brokerage. In other cases, the Listing Broker and Buyer’s Broker will work for different Brokerages. In some transactions, one Broker may represent both the seller and buyer in the transaction; however, this would occur ONLY IF the Broker, the seller, and the buyer agreed to this dual representation.

HOW DOES A LISTING BROKERAGE GET PAID?

The seller will enter into a listing agreement with a Listing Brokerage in which the seller agrees to pay the Listing Brokerage a specified amount of compensation in the event, among other events, the property sells during the term of the listing agreement or perhaps, during a “Protection Period” following the term of the listing agreement (“Listing Agreement”). The Listing Agreement is an exclusive agreement, meaning that the seller has agreed to work exclusively with that Listing Brokerage for the sale (or lease) of the property identified in the Listing Agreement for the time period specified in the Listing Agreement.

CAN A SELLER ENTER INTO MULTIPLE LISTING AGREEMENTS?

A Listing Agreement is a contract, and it obligates the seller and the Listing Brokerage in various ways. In the Listing Agreement, in addition to agreeing to an amount of compensation, the parties (the Buyer and Listing Brokerage) will agree to the term or time period of the Listing Agreement. During the term, **the Listing Agreement will be an exclusive agreement**, meaning the seller has agreed to work exclusively with that Listing Brokerage for the sale (or lease) of the property. **Sellers should carefully read and understand the terms of the Listing Agreement before signing and should NOT enter into multiple Listing Agreements for the same time periods covering the same property. To do so could make the seller liable for paying multiple Listing Brokerages for the sale or lease of one property.**

SELLER BE AWARE: Your Listing Broker may send you a Listing Agreement through an electronic signature platform. By electronically signing the agreement through that platform, you have created a legally binding contract.

This form and all New Mexico Association of REALTORS® (NMAR) forms are for the sole use of NMAR members and those New Mexico Real Estate Licensees to whom NMAR has granted prior written authorization. Distribution of NMAR forms to non-NMAR members or unauthorized Real Estate Licensees is strictly prohibited. NMAR makes no warranty of the legal effectiveness or validity of this form and disclaims any liability for damages resulting from its use. By use of this form, the parties agree to the limitations set forth in this paragraph. The parties hereby release NMAR, the Real Estate Brokers, their Agents and employees from any liability arising out of the use of this form. You should consult your attorney with regards to the effectiveness, validity, or consequences of any use of this form. The use of this form is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by Real Estate Licensees who are members of the National Association of REALTORS® and who subscribe to the Association's strict Code of Ethics.

INITIALS SIGNIFY THAT THE BUYER(S) AND/OR SELLER(S) HAS RECEIVED AND REVIEWED THIS INFORMATION SHEET.



NEW MEXICO ASSOCIATION OF REALTORS® — 2024 INFORMATION SHEET – BROKERAGE COMPENSATION



IF THE LISTING BROKER OR BROKERAGE IS ALSO REPRESENTING THE BUYER IN THE TRANSACTION, IS THE LISTING BROKER OR BROKERAGE OBLIGATED TO REDUCE THE COMPENSATION THE BROKER CHARGES THE SELLER AND/OR BUYER?

No. Unless otherwise specified in the Listing and/or Buyer Brokerage Agreement, the Broker is entitled to the amount the seller and buyer agreed to pay the Broker in the Listing and Buyer Brokerage Agreements, even if the Broker represents both the seller and buyer in the transaction. However, some Brokers/Brokerages may be willing to reduce the total compensation received from the seller and/or buyer in the event the Broker/Brokerage represents both the seller and buyer in the same transaction. This is known to REALTORS® as a “Variable Rate Commission.” Whether to offer a Variable Rate Commission would be a Brokerage decision and/or policy, which means that not all Brokerages would have the same policy on this issue. Whether the Brokerage offers a Variable Rate Commission should be discussed with the Broker before a seller or buyer enters into a Listing or Buyer Brokerage Agreement, as applicable.

IN THE LISTING AGREEMENT, IS A SELLER OBLIGATED TO PROVIDE THE LISTING BROKERAGE WITH ENOUGH COMPENSATION TO PAY COMPENSATION TO A BUYER’S BROKERAGE?

No. While this is something a seller may elect to do, there is **no requirement or obligation** for a Seller to provide the Listing Brokerage with enough compensation to pay compensation to a Buyer’s Brokerage, unless this is the policy of the Listing Brokerage. If this is the Listing Brokerage’s policy, and a seller desires to work with that Brokerage, then they would have to agree to this policy. If this is the Listing Brokerage’s policy, and a seller does not agree to such a policy, the seller would not enter into a Listing Agreement with that Brokerage and would consult with other Brokerages. Each Brokerage sets its own policies on this issue and not all Brokerages will have the same policy on this issue.

If the seller elects to provide the Listing Brokerage with enough compensation for the Listing Brokerage to compensate the Buyer’s Brokerage, then the Listing Broker may communicate this to Buyers’ Brokers through a variety of methods, including, but not limited to, the Listing Brokerage’s website and social media platforms. However, the Listing Brokerage is prohibited by MLS rules from communicating this compensation through the MLS.

IN THE LISTING AGREEMENT, IS A SELLER OBLIGATED TO AGREE TO COMPENSATE A BUYER’S BROKERAGE DIRECTLY?

No. At the time the Listing Agreement is signed, the seller may agree to compensate a Buyer’s Brokerage, but a seller is **not obligated** to do so. If the seller agrees to compensate a Buyer’s Brokerage, then the **SELLER** has complete discretion over the amount the seller is willing to pay a Buyer’s Brokerage. If at the time of listing, the seller agrees to compensate a Buyer’s Brokerage, then the Listing Broker may communicate this compensation to the Buyer’s Brokerage through a variety of methods, such as the Listing Broker/Brokerage’s website and social media platforms. However, the Listing Broker/Brokerage is prohibited by MLS rules from communicating this compensation through the MLS.

If a seller does not elect to pay a Buyer’s Brokerage at the time of listing, a Buyer’s Brokerage who has a buyer for the seller’s property may ask the seller to pay the Buyer’s Brokerage *before* the buyer submits an offer to purchase. Again, the seller is under **NO** obligation to agree to compensate the Buyer’s Brokerage, but there may be advantages to the seller doing so.

WHAT IS “SELLER ASSISTANCE” OR “SELLER CONCESSIONS”?

Seller assistance or a seller concession is an amount of money that the seller is willing to offer a buyer that a buyer may use towards buyer closing costs. Seller assistance/concessions **cannot be specifically earmarked** for Buyer Broker compensation. In other words, how the buyer applies the seller assistance/concession is the buyer’s sole decision, subject only to restrictions set by the buyer’s lender, if applicable. Seller assistance/concessions may be used by the buyer for a number of costs, including, but not limited to, recording fees, the appraisal fee, inspection costs, loan origination fees, property improvements and Buyer Brokerage compensation. **The seller is under no obligation to offer assistance/concessions**, but there may be advantages to the seller doing so. If the seller offers assistance/concessions, the Listing Brokerage will communicate this to Buyer Brokers through a variety of methods, including perhaps, the MLS.



**NEW MEXICO ASSOCIATION OF REALTORS® — 2024
INFORMATION SHEET – BROKERAGE COMPENSATION**



IS A SELLER REQUIRED TO PAY COMPENSATION TO A BUYER’S BROKERAGE THROUGH THE PURCHASE AGREEMENT?

No. A buyer may request, through the purchase offer or otherwise, that a seller pay the Buyer’s Brokerage’s compensation, **but there is no requirement for the seller to do so.** There may be advantages to a seller by doing so. For example, given the up-front costs of purchasing a specific property, some buyers may not be in a financial position to fully compensate their Buyer’s Brokerage and may only enter into a purchase agreement for a specific property if the seller is willing to compensate the Buyer’s Brokerage. However, for other buyers, the seller’s willingness to compensate a Buyer’s Brokerage may have no impact on the buyer’s decision to make an offer on the property or what the buyer is willing to pay for the property. A seller’s decision to pay the Buyer’s Brokerage’s compensation, in whole or in part if asked to do so by a buyer, is a decision left solely to the seller. Further, if the seller is willing to offer some compensation to the Buyer’s Brokerage, the amount to pay the Buyer’s Brokerage is a term of the purchase agreement that the seller and the buyer may freely negotiate.

DO BUYER BROKERAGES/BROKERS WORK FOR FREE AND IF NOT, HOW DO THEY GET PAID?

No. Buyer Brokerages/Brokers do not work for free, and they should **not** be expected to work for free. Buyers will enter into a Buyer Brokerage Agreement with a Brokerage in which the buyer agrees to pay the Buyer’s Brokerage a specified amount of compensation in the event, among other events, the buyer purchases the type of property identified in the Buyer Brokerage Agreement during the term of the Buyer Brokerage Agreement, or perhaps, during a “Protection Period” following the term of the Buyer Brokerage Agreement.

With the buyer’s consent, typically set forth in the Buyer Brokerage Agreement, the Buyer’s Broker may request, in advance of the buyer making an offer on the property, that the seller or Listing Brokerage compensate the Buyer’s Brokerage instead of the buyer compensating the Buyer’s Brokerage. Alternatively, a buyer may request in the purchase offer that the seller pay the Buyer’s Brokerage. The seller may agree to do so or the seller may counter that term of the offer. In the counteroffer, the seller may agree to pay some lesser amount to the Buyer’s Brokerage or may refuse to pay anything to the Buyer’s Brokerage.

IF THE SELLER OR LISTING BROKERAGE AGREES TO PAY THE BUYER’S BROKERAGE, IS THE BUYER ALSO OBLIGATED TO PAY THE BUYER’S BROKERAGE PER THE BUYER’S BROKERAGE AGREEMENT?

Potentially. It is important to note that a Buyer’s Brokerage may NOT receive from any individual source or multiple sources (Listing Brokerage, Seller and/or Buyer) more than the total amount of compensation the buyer agreed to pay the Buyer’s Brokerage under the Buyer Brokerage Agreement. This means that any amounts the Buyer Brokerage receives from the seller would be deducted from the amount the buyer agreed to pay the Buyer’s Brokerage under the Buyer Brokerage Agreement. Per the Buyer Brokerage Agreement, the buyer generally is responsible for paying their Buyer’s Brokerage the difference. **While a buyer and Buyer Brokerage may agree to adjust the amount of compensation in the Buyer Brokerage Agreement at any time, neither the buyer nor the Buyer Brokerage is *obligated* to change the amount of compensation set forth in the Buyer Brokerage Agreement once the parties have fully executed (signed) the Buyer Brokerage Agreement.**

CAN A BUYER ENTER INTO MULTIPLE BUYER BROKER AGREEMENTS?

A Buyer Brokerage Agreement is a contract, and it obligates the buyer and the Buyer’s Brokerage in various ways. In the Buyer Brokerage Agreement, in addition to agreeing to an amount of compensation, the parties (the Buyer and Buyer’s Brokerage) will agree to the term or time period of the Buyer Brokerage Agreement and to the property or types of properties to which the Buyer Brokerage Agreement applies. During the term, **the Buyer Broker Agreement will be an exclusive agreement,** meaning the buyer has agreed to work exclusively with that Brokerage for the purchase (or lease) of the property or properties identified in the Buyer Brokerage Agreement. **Buyers should carefully read and understand the terms of the Buyer Brokerage Agreement before signing and should NOT enter into multiple Buyer Brokerage Agreements for the same time periods covering the same property or type of properties. To do so could make the buyer liable for paying multiple Brokerages for the purchase or lease of one property.**

BUYER BE AWARE: Your Buyer Broker may send you a Buyer Brokerage Agreement through an electronic signature platform. By electronically signing the agreement through that platform, you have created a legally binding contract.



NEW MEXICO ASSOCIATION OF REALTORS® — 2024
 NOTICE TO BUYER OF CHANGE TO MULTIPLE LISTING SERVICE RULES



▲ ATTENTION BUYERS ▲
IMPORTANT CHANGE TO MULTIPLE LISTING SERVICE RULES

BUYERS: You are being given this notice because you entered into a Buyer Brokerage Agreement, in which it was stated that if a Listing Brokerage was paid enough compensation, the Listing Brokerage would share some of that compensation with the brokerage representing the buyer (“Co-Op Broker Compensation”). Further, the Buyer Brokerage Agreement explained that the Listing Brokerage would communicate this Co-Op Broker Compensation to the Buyer’s Brokerage through the Multiple Listing Service (“MLS”).

EFFECTIVE DATE: AUGUST 1, 2024 OR OTHER DATE: _____

The MLS(s), of which the Buyer’s Brokerage/Broker is a participant, will be changing their rules on the Effective Date indicated above. As of the Effective Date set forth above, the MLS(s) will no longer allow a Listing Brokerage to offer Co-Op Broker Compensation through the MLS. The Listing Brokerage may still have a Co-Op Broker Compensation to offer, but if this is the case, the Listing Brokerage will communicate this to Buyer Brokerages in other ways, outside of the MLS, such as on the Listing Brokerage’s website, on the Listing Brokerage/Broker’s social media platform(s), on other third-party websites, or through email/text communication.

Another important change to MLS rules that is not addressed in your Buyer Brokerage Agreement states that Buyer Brokerages may not receive from one source or multiple sources (Listing Brokerage, Seller and/or Buyer) more than the amount of compensation that the Buyer agreed to pay the Buyer Brokerage in the Buyer Brokerage Agreement.

These changes, by themselves, do NOT change the Buyer Brokerage Agreement you signed. The Buyer Brokerage’s Compensation, as set forth in the Buyer Brokerage Agreement, will remain the same, as will the Brokerage’s obligation to attempt to collect the Brokerage’s Compensation from the Listing Brokerage and/or the Seller. Your obligation to compensate the Buyer Brokerage for any amounts that the Brokerage is unable to collect from the Listing Brokerage and/or Seller also remains the same. Changes to these terms or any other terms of the Buyer Brokerage Agreement must be addressed through an addendum to the Buyer Brokerage Agreement. **While you and the Buyer Brokerage may agree to change terms of the Buyer Brokerage Agreement, neither you nor the Buyer Brokerage, is obligated to do so.**

REMINDER TO BUYERS: Brokerage Compensation is NOT dictated by MLS rules, the local, state or National Association of REALTORS® or local, state or national law.

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NEW MEXICO ASSOCIATION OF REALTORS® — 2024 BUYER BROKERAGE AGREEMENT



PART I – BROKERS DUTIES

Per New Mexico law, Brokers are required to perform a specific set of applicable Broker Duties. Prior to the time the Broker generates or presents any written document that has the potential to become an express written agreement, he/she must disclose such duties and obtain written acknowledgement that the Broker has made such disclosures.

SECTION A:

All Brokers in this transaction owe the following broker duties to ALL buyers and sellers in this transaction, even if the broker is not representing the buyer or the seller in the transaction:

1. Honesty and reasonable care and ethical and professional conduct;
2. Compliance with local, state, and federal fair housing and anti-discrimination laws, the New Mexico Real Estate License Law and the Real Estate Commission rules and other applicable local, state, and federal laws and regulations;
3. Performance of any and all written agreements made with the prospective buyer, seller, landlord (owner) or tenant;
4. Written disclosure of any potential conflict of interest that the broker has in the transaction, including, but not limited to;
 - A. Any written brokerage relationship the Broker has with any other parties to the transaction or;
 - B. Any material interest/relationship of a business, personal or family nature that the broker has in the transaction; or
 - C. Any written agreement the Broker has with a Transaction Coordinator who will be providing services related to the transaction.
5. Written disclosure of any adverse material facts actually known by the broker about the property or the transaction, or about the financial ability of the parties to the transaction to complete the transaction; adverse material facts requiring disclosure do not include any information covered by federal fair housing laws or the New Mexico Human Rights Act.

SECTION B:

In addition to the above duties, Broker(s) owes the following Broker Duties to the buyer(s) and/or seller(s) in this transaction to whom the Broker(s) is/are directly providing real estate services, regardless of the scope and nature of those services.

1. Unless otherwise agreed to in writing by the party, assistance to the party in completing the transaction including:
 - A. timely presentation of and response to all written offers or counteroffers; and
 - B. active participation in assisting in complying with the terms and conditions of the contract and with the finalization of the transaction;

If the broker in the transaction is not providing the service, advice or assistance described in Paragraphs 1A or 1B of this Subsection, the party must agree in writing that the broker is not expected to provide such service, advice, or assistance. The broker shall disclose the existence of such agreement in writing to the other brokers involved in the transaction.
2. Acknowledgement by the broker that there may be matters related to the transaction that are outside the broker's knowledge or expertise and that the broker will suggest that the party seek expert advice on these matters;
3. Advise to consult with an attorney regarding the effectiveness, validity or consequences of any written document generated by the brokerage or presented to the party and that has the potential to become an express written agreement;
4. Prompt accounting for all money or property received by the broker;
5. Maintenance of any confidential information learned in the course of any prior agency relationship unless the disclosure is with the former principal's written consent or is required by law;
6. Written disclosure of brokerage relationship option available in New Mexico:
 - A. **Exclusive agency:** an express written agreement between a person and a brokerage wherein the brokerage agrees to exclusively represent as an agent the interest of the person in real estate transaction;
 - B. **Dual agency:** an express written agreement that modifies existing exclusive agency agreements to provide that the brokerage agrees to act as facilitator in the real estate transaction rather than as an exclusive agent for either party;
 - C. **Transaction Broker:** The non-fiduciary relationship created by law, wherein a brokerage provides real estate services without entering into an agency relationship.
7. Unless otherwise authorized in writing, a broker who is directly providing real estate services to a seller shall not disclose the following to the buyer in a transaction:
 - A. that the seller has previously indicated he/she will accept a sales price less than the asking or listed price;
 - B. that the seller will agree to financing terms other than those offered;
 - C. the seller's motivation for selling/leasing; or
 - D. any other information the seller has requested in writing remain confidential, unless disclosure is required by law;
8. Unless otherwise authorized in writing, a broker who is directly providing real estate service to a buyer shall not disclose the following to the seller in the transaction:
 - A. that the buyer has previously indicated he/she will pay a price greater than the price submitted in a written offer;
 - B. the buyer's motivation for buying; or
 - C. any other information the buyer has requested in writing remain confidential unless disclosure is required by law.

BUYER(S): PLEASE ACKNOWLEDGE RECEIPT BY INITIALING BELOW.



**NEW MEXICO ASSOCIATION OF REALTORS® — 2024
BUYER BROKERAGE AGREEMENT
PART II -OTHER REQUIRED DISCLOSURES**



Broker shall update these, and all other required disclosures as needed.

Check if Applicable

1. **TRANSACTION COORDINATOR.** Broker(s) has engaged the services of a transaction coordinator who will be assisting the broker in the processing of the real estate transaction. The transaction coordinator’s services may include, but not be limited to, the following: gathering necessary information and paperwork for and from buyers and sellers; overseeing and organizing contractual deadlines; communicating and coordinating with lenders, title companies, inspectors, other brokers in the transaction and the parties to the contract to facilitate the closing of the real estate transaction; and assembling the final real estate transaction file for closing. **TCs OWE BROKER DUTIES AS SET FORTH ON COVER PAGE 1. ATTN TCs: USE NMAR FORM 2100 TO MAKE ANY DISCLOSURES REQUIRED BY BROKER DUTIES.**

Name of Transaction Coordinator: _____

2. **CONFLICT OF INTEREST/MATERIAL INTEREST.** Broker has a material interest or relationship of a business, personal, or family nature in the transaction. Describe that material interest and/or relationship:

3. **ADVERSE MATERIAL FACTS.** Explain any adverse material facts related to the Property or Transaction about which the Broker has actual knowledge.

BUYER(S)

Buyer Signature _____ Printed Name _____ Date _____ Time _____

Buyer Signature _____ Printed Name _____ Date _____ Time _____

BUYER'S BROKERAGE

Buyer’s Broker Name _____ Buyer’s Broker’s Qualifying Broker’s Name and NMREC License No. _____

Buyer’s Brokerage Firm _____ Office Phone _____ Cell Phone _____ Email Address _____

Buyer’s Brokerage Address _____ City _____ State _____ Zip Code _____

DUAL REPRESENTATION

Broker may have a listing agreement with a seller related to a property or properties that Buyer may be interested in purchasing (“Broker Listed Properties”). If Buyer consents to dual representation with regard to Broker Listed Properties, Broker will represent both the seller and Buyer in the transaction. Buyer understands that they are NOT OBLIGATED to consent to this dual representation. **Check A or B below, as applicable.**

- A. **BUYER CONSENTS TO DUAL REPRESENTATION.**
- B. **BUYER DOES NOT CONSENT TO DUAL REPRESENTATION.** If Buyer does not consent to Dual Representation as to Broker Listed Properties, then one of the following shall apply (Check One Below):

- Broker Chooses New Broker.** Broker shall refer Buyer to another broker of **Broker’s choosing** to represent the Buyer in any transaction involving Broker Listed Properties (“Referral Broker”). The new broker shall represent Buyer in the transaction. The Brokerage Compensation under this Agreement shall remain in full force and effect and any compensation due to the Referral Broker will be addressed between the Brokerage and the Referral Broker.
OR

- Buyer Chooses New Broker.** Buyer and Brokerage shall be released from all obligations under this Agreement as to Broker Listed Properties ONLY so that Buyer may obtain an alternative brokerage/broker of **Buyer’s choosing** to represent Buyer in that/those Broker Listed Property transaction(s). In this event, Broker agrees to waive any claim for Brokerage’s compensation from Buyer, Seller or Broker (if Broker, as the Listing Broker, is offering compensation to a buyer’s brokerage), so that Buyer’s new brokerage may collect any such Buyer’s Brokerage commissioned offered.

Buyer Signature _____ Printed Name _____ Date _____ Time _____

Buyer Signature _____ Printed Name _____ Date _____ Time _____



NEW MEXICO ASSOCIATION OF REALTORS® — 2024
BUYER BROKERAGE AGREEMENT



IMPORTANT - BUYER
BEFORE ENTERING INTO THIS AGREEMENT, REVIEW NMAR FORM 1100 - INFORMATION SHEET -
BROKERAGE COMPENSATION

BY ENTERING INTO THIS AGREEMENT, YOU REPRESENT THAT YOU HAVE NOT ENTERED INTO A
BUYER BROKER AGREEMENT WITH ANOTHER BROKER FOR THE SAME PROPERTY/PROPERTIES
IDENTIFIED IN PARA. 2 FOR THE SAME TERM IDENTIFIED IN PARA. 3.

This Agreement is entered into by and between _____ ("Buyer") and
_____. ("Brokerage").

1. BROKERAGE RELATIONSHIP. The Brokerage and Buyer agree that Broker is providing services to Buyer as a
Transaction Broker without creating an agency relationship. It is the parties' intention to minimize the likelihood that
Buyer will be held liable for the acts and omissions of the Broker and to eliminate the possibility that Broker is held liable
to Buyer under agency law. The term "Buyer" also includes Buyer as Tenant in the event this serves as a Tenant-Broker
Agreement, as indicated in Paragraph 2.

2. BUYER COMMITMENT. [] PURCHASE [] LEASE. "Purchase" includes buying, exchanging, or otherwise
creating a right to acquire any interest in property described in this Paragraph. If "Lease" is selected, Broker will serve
as a Tenant Broker under same conditions as set forth in Paragraph 1. If Broker is serving as a Tenant Broker, the term
"Purchase" also includes leasing or entering into an agreement or option to lease.

A. [] ALL INCLUSIVE COMMITMENT (COVERING ANY AND ALL PROPERTIES). Buyer grants to the
undersigned Brokerage the exclusive right to assist Buyer in locating and in the Purchase of real property generally
described below, or any other real property which is acceptable to Buyer. Buyer will not work with any other real
estate broker or without Broker to negotiate or Purchase any type of property described in this Paragraph.

i. General Location:

ii. Type: Check all applicable

- [] RESIDENTIAL [] COMMERCIAL [] VACANT LAND
[] FARM AND RANCH [] OTHER

B. [] LIMITED COMMITMENT (SPECIFIC IDENTIFIED PROPERTIES). Buyer grants to the undersigned
Brokerage the right to assist Buyer exclusively, but only with respect to the Purchase of the Property described below.
Describe property fully and completely below. Buyer will not work with any other real estate broker or without
Broker to view, negotiate, or Purchase any of the Properties described in this Paragraph, but Buyer may work
with any other real estate Broker or without Broker to locate, view, negotiate, or Purchase any property not
described in this Paragraph (if more space is needed, use NMAR Form 2300 – General Addendum).

i.

Address (Street, City, State, Zip Code)

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

ii.

Address (Street, City, State, Zip Code)

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

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NMAR has granted prior written authorization. Distribution of NMAR forms to non-NMAR members or unauthorized Real Estate Licensees is strictly prohibited.
NMAR makes no warranty of the legal effectiveness or validity of this form and disclaims any liability for damages resulting from its use. By use of this form, the
parties agree to the limitations set forth in this paragraph. The parties hereby release NMAR, the Real Estate Brokers, their Agents and employees from any liability
arising out of the use of this form. You should consult your attorney with regards to the effectiveness, validity or consequences of any use of this form. The use of this
form is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by Real Estate Licensees
who are members of the National Association of REALTORS® and who subscribe to the Association's strict Code of Ethics.



**NEW MEXICO ASSOCIATION OF REALTORS® — 2024
BUYER BROKERAGE AGREEMENT**



3. **TERM.** The term of this Agreement will begin on _____ and terminate at 11:59 p.m. Mountain Time on _____, or if a property is under contract or the Buyer is negotiating the Purchase of Property as defined in Paragraph 2 on the date the Agreement would otherwise terminate, the term will automatically be extended through closing or other final disposition of that property. The word "Term" will include all extensions.
4. **BROKER OBLIGATIONS.** During the term of this Agreement Broker will:
- A. Become familiar with Buyer's property requirements;
 - B. If requested in writing, assist Buyer to locate financing;
 - C. If Paragraph 2(A) is selected, assist Buyer to locate suitable properties;
 - D. Assist Buyer in negotiating acquisition terms;
 - E. Assist Buyer in completing any necessary paperwork for the purchase or lease (as applicable) of property including, but not limited to, offers, addenda and objections to inspections, disclosures, etc.;
 - F. Assist Buyer in monitoring pre-closing and closing procedures; and
 - G. Other: _____
5. **BUYER OBLIGATIONS.** With regard to the type of property identified in this Agreement, Buyer will:
- A. Work exclusively with Broker to negotiate or Purchase a property;
 - B. Provide accurate, up to date, complete information about Buyer's property requirements, financial qualifications and relevant personal situations;
 - C. Refer to Broker all inquiries from any source including, but not limited to, other brokers and sellers;
 - D. Direct any questions to Broker;
 - E. Act in good faith with Broker and in all negotiations for any property;
 - F. Other: _____

6. **BROKER'S COMPENSATION IN THE EVENT OF PURCHASE.**
IMPORTANT: UNDERSTANDING HOW A BUYER'S BROKER IS COMPENSATED FOR SERVICES RENDERED. A broker representing a seller ("Listing Brokerage") will enter into a listing agreement with the seller in which the seller agrees to pay the Listing Brokerage some compensation. The listing agreement may also provide that the seller is willing to compensate the brokerage representing the buyer in the sale or lease of the property. **Whether compensation to a buyer's brokerage is provided for in a listing agreement is strictly determined by the Listing Brokerage and the seller; there is NO rule or law that requires the seller to pay compensation to a buyer's brokerage or the Listing Brokerage to share compensation with a buyer's brokerage.**

The Listing Brokerage will then generally place the property for sale in a Multiple Listing Service, ("MLS"), which is a database of properties for sale or lease in the geographical area covered by that MLS. If the seller has agreed to compensate a buyer's brokerage or the Listing Brokerage has agreed to share compensation with a buyer's brokerage, the Listing Broker may communicate this a variety of ways including, but not limited to, the Listing Brokerage's website or through the Listing Brokerage/Broker's social media platforms; however, **MLS rules prohibit this compensation from being communicated through the MLS.**

If the seller or a Listing Brokerage is offering compensation to a buyer's brokerage, in some cases, the amount being offered may be insufficient to fully compensate the buyer's brokerage for its services. **NMAR Form 1100 – Information Sheet - Brokerage Compensation, and NMAR Form 1820 – Information Sheet Multiple Listing Service.**

A. BROKERAGE EXPECTED COMPENSATION: (Check Applicable)

- \$ _____ plus applicable New Mexico Gross Receipts Tax ("NMGR"); OR
- _____ % of sales price of property plus NMGR.

AMOUNT AND PAYMENT OF COMPENSATION. Brokerage will attempt to collect the Brokerage Compensation from the Listing Brokerage or seller, but in the event Brokerage cannot collect the Brokerage Compensation from the Listing Brokerage or seller, or can only collect a portion of the Brokerage Compensation from the Listing Brokerage or seller, **then buyer agrees to pay brokerage the brokerage expected compensation, minus any amounts that brokerage is able to collect from the listing brokerage or seller.**

IMPORTANT NOTE: Buyer's Brokerage cannot receive from one source or multiple sources (Listing Brokerage, Seller and/or Buyer) more than the Brokerage Compensation set forth herein. While Buyer and Buyer Brokerage may agree to adjust the amount of the Brokerage Compensation set forth herein at any time (NMAR Form 5116 – Buyer Brokerage Agreement Compensation Addendum), neither Buyer, nor the Buyer Brokerage, is *obligated* to change the amount of compensation established in this Agreement once this Agreement has been signed by all parties.



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ACKNOWLEDGMENT BY BUYER

Buyer warrants they have read and understand the above compensation provisions. Further, Buyer understands that the amount of compensation that Buyer has agreed to pay Brokerage herein, is **NOT** dictated by MLS rules, the local, state or National Association of Realtors® or local, state or national law and that **NO** rule, policy or law requires a Listing Brokerage or a seller to compensate a buyer's brokerage. Buyer affirms that the Brokerage Expected Compensation set forth herein is an amount that the Buyer and the Brokerage have freely negotiated and agreed upon.

Buyer's Initials: _____ / _____

7. **COMPENSATION EARNED AND DUE.** Unless otherwise provided in Paragraph 6(A), Buyer owes Broker compensation upon the occurrence of any of the following:
 - A. **DURING THE TERM.** Compensation is earned by Brokerage upon Buyer, or any other person acting on behalf of Buyer, entering into an agreement to Purchase and is due to Brokerage upon the closing of any property subject to this Agreement during the term of this Agreement, whether or not Buyer sought the assistance of Broker. If any such transaction fails to close because of a default by Seller, compensation otherwise earned and due will be waived, if because of a default by Buyer, compensation earned and due under this Agreement will not be waived. *“Closing” is defined as a series of events by which Buyer and Seller satisfy all of their obligations under a Purchase Agreement, including, but not limited to, Seller’s transfer of legal title or in the case of a Seller Financing - Real Estate Contract, equitable title to the Buyer.*
 - B. **PROTECTION PERIOD.** Within _____ days after termination of this Agreement, if Buyer, or anyone acting on behalf of Buyer, acquires any real property subject to this Agreement, which Broker submitted to Buyer during the term of this Agreement, compensation shall be due to Brokerage. However, this provision will not apply if Buyer enters into another exclusive agreement with another licensed real estate Brokerage covering the same property or type of property covered by this Agreement. This paragraph shall survive termination.
8. **COMPENSATION FOR LEASE.** If Buyer enters into an agreement to lease property or does lease any property subject to this Agreement during the term of this Agreement, then Buyer agrees to compensate Broker \$ _____ plus applicable NM Gross Receipts Tax or _____ % of lease rate for duration of lease and any extensions or options whether or not Buyer sought the assistance of Broker. If any such transaction fails to materialize due to default by Owner/Landlord, compensation otherwise due will be waived; if because of a default by Buyer/Tenant, compensation due under this Agreement will not be waived.
9. **VALUE ESTIMATES FOUND ON VARIOUS WEBSITES.** MLSs syndicate property listings to public-facing websites, such as Zillow, Trulia and Realtor.com. Some of these public-facing websites offer opinions of the value or projected sales price of the property. **BUYERS SHOULD BE AWARE THAT THESE ESTIMATES ARE OFTEN INACCURATE AND SHOULD NOT BE CONSIDERED THE ACTUAL VALUE OF THE PROPERTY IN QUESTION.**
10. **OTHER POTENTIAL BUYERS.** Buyer acknowledges that Broker may make known to other buyer clients the same or similar properties that Buyer is seeking to acquire and Buyer consents to this activity of Broker.
11. **CONFIDENTIALITY OF YOUR OFFER.** Be aware that sellers and/or the Listing Brokers may not treat the existence, terms, or conditions of offers as confidential unless confidentiality is required by law, regulation, or by any confidentiality agreement between the parties
12. **NON-DISCRIMINATION.**
 - A. **RESIDENTIAL:** Buyer understands that federal housing laws, the New Mexico Human Rights Act and the New Mexico Real Estate Commission Regulations prohibit discrimination in the sale, rental, appraisal, financing or advertising of housing or other property on the basis of race, age, color, religion, sex, sexual orientation, gender identity, familial status, spousal affiliation, physical or mental handicap, national origin or ancestry.
 - B. **COMMERCIAL:** Buyer understands that the New Mexico Human Rights Act prohibits discrimination in the sale or lease of any real property on the basis of race, religion, color, national origin, ancestry, sex, sexual orientation, gender identity, physical or mental handicap or spousal affiliation.
13. **EXPERT ASSISTANCE.** Broker advises Buyer to obtain expert assistance regarding legal, tax and accounting matters or matters relating to zoning, surveying, inspections, construction, hazardous materials, engineering or other matters which are not within the expertise of Broker. Broker shall have no liability with respect to such matters.
14. **CONSENT TO THE ELECTRONIC TRANSMISSION OF DOCUMENTS AND TO THE USE OF ELECTRONIC SIGNATURES.** The parties do do not consent to conduct any business related to and/or required under this Agreement by electronic means, including, but not limited to the receipt of electronic records and the



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use of electronic signatures. Subject to applicable law, electronic signatures shall have the same legal validity and effect as original hand-written signatures. Nothing herein prohibits the parties from conducting business by non-electronic means. If a party has consented to receive records electronically and/or to the use of electronic signatures, that party may withdraw consent at any point in the transaction by delivering written notice to the other party.

- 15. SERVICE PROVIDER RECOMMENDATIONS.** If Broker(s) recommends a builder, contractor, escrow or title company, pest control service, appraiser, lender, attorney, accountant, property inspection or property warranty company or any other person or entity to Buyer for any purpose, such recommendation shall be independently investigated and evaluated by Buyer, who hereby acknowledges that any decision to enter into any contractual arrangement with any such person or entity recommended by Broker shall be based solely upon such independent investigation and evaluation.
- 16. MEDIATION.** If a dispute arises between the parties relating to this Agreement, the parties shall submit the dispute to mediation, jointly appoint a mediator and share equally in the costs of the mediation. If a mediator cannot be agreed upon or mediation is unsuccessful, the parties may enforce their rights under this Agreement in any manner provided by New Mexico law. NMAR Form 5118 - Information Sheet - Mediation Information for Clients and Customers.
- 17. GOVERNING LAW AND VENUE.** This Agreement is to be construed in accordance with and governed by the internal laws of the State of New Mexico without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of New Mexico to the rights and duties of the parties. Each party hereby irrevocably consents to the jurisdiction and venue of the state and federal courts located in the county in which the Brokerage is located in connection with any claim, action, suit or proceeding relating to this Agreement and agrees that all suits or proceedings relating to this Agreement shall be brought only in such courts.
- 18. ATTORNEY FEES AND COSTS.** Should any aspect of this Agreement result in arbitration or litigation, the prevailing party of such action shall be entitled to an award of reasonable attorneys' fees and court costs.
- 19. FIRPTA.** The Foreign Investment in Real Property Tax Act of 1980 ("FIRPTA") requires buyers who purchase real property from foreign sellers to withhold a portion of the amount realized from the sale of the real property for remittance to the Internal Revenue Service ("IRS"). In the event the seller(s) is **NOT** a foreign person, FIRPTA requires the buyer to obtain proof of the seller's non-foreign status in order to avoid withholding requirements. Exceptions may apply. For more information, refer to NMAR Form 2304 – Information Sheet – FIRPTA & Taxation of Foreign Persons Receiving Rental Income from U.S. Property. In the event exceptions to FIRPTA do not apply, then prior to or at Closing, Seller(s) shall provide to Buyer or to a Qualified Substitute (generally, the Title Company) either a Non-Foreign Seller Affidavit(s) (NMAR Form 2303) **OR** a letter from the IRS indicating Seller(s) is exempt from withholding. In the event Seller(s) fails to do so, Buyer shall have the right to withhold the applicable percentage of the amount realized from the sale of the Property for remittance to the IRS in accordance with IRS requirements.
- 20. FARMS AND RANCHES.** The Agricultural Foreign Investment Disclosure Act (AFIDA) requires disclosure of a transfer of interest in certain agricultural land (including farms and ranches) to or from a foreign person to the Farm Service Agency within 90 days of the transaction, on a form provided by the FSA. AFIDA does not apply to agricultural land if in the aggregate it is not more than 10 acres and if the gross annual receipts from the sale of farm, ranch, farming or timber products do not exceed \$1,000.00. A "foreign person" is certain foreign corporations or a person who is not a citizen of the U.S. or U.S. territories, who is not a permanent resident and who is not paroled into the U.S. Buyer is is not a foreign person as defined in this paragraph. (See NMAR Form 2304A — Information Sheet — AFIDA)
- 21. ENTIRE AGREEMENT, ADDENDA IN WRITING.** This Agreement, together with the any addenda and any exhibits referred to in this Agreement, contains the entire Agreement of the parties and supersedes all prior agreements with respect to the subject matter, which are not expressly set forth herein. This Agreement may be modified only by written agreement of the parties.
- 22. FORCE MAJEURE.** Buyer or Broker shall not be required to perform any obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the obligation, or the availability of services, is disrupted, delayed, caused or prevented by Force Majeure. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fire, or other acts of God, unusual transportation delays, wars, insurrections, acts of terrorism, pandemics or diseases or any governmental authority taken in response to a pandemic. All time periods will be extended up to 10 days after the Force Majeure no longer prevents performance under this Agreement, provided, however, if such Force Majeure continues to prevent performance under this Agreement more than 30 days, then either party may terminate this Agreement by delivering written notice to the other This provision applies whether or not the underlying applicable event is foreseeable at the time of execution of this Agreement.
- 23. SEVERABILITY.** If any portion of this Agreement is found by any court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.
- 24. HEIRS AND ASSIGNS.** This Agreement shall apply to, be binding upon and enforceable against and inure to the benefit of the parties hereto and their respective representatives, successors, permitted assigns, heirs and estates.



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- 25. **AUTHORITY OF SIGNORS.** If Buyer is a corporation, partnership, estate, trust, limited liability company or other entity, the person signing this Agreement on its behalf warrants their authority to do so and to bind the Buyer for which they are signing.
- 26. **SURVIVAL OF OBLIGATIONS:** The following provisions and paragraphs shall survive termination of this Agreement: 7(B), 15, 16, 17, 18, 21, 22, 23, 24, 26.
- 27. **ADDITIONAL TERMS.**

Broker Agreement Agency Addendum is attached to this Agreement: Yes No (NMAR Form # 1205 – Broker Agreement Agency Addendum)

▲ ATTENTION BUYERS: WIRE FRAUD ALERT ▲

- Criminals are hacking email accounts of real estate Brokers, title companies, settlement attorneys and others, resulting in fraudulent wire instructions being used to divert funds to the account of the criminal.
- The emails look legitimate, but they are not.
- Buyer is advised not to wire any funds without personally speaking with the intended recipient of the wire to confirm the routing number and the account number.
- Buyer should NOT send personal information such as social security numbers, bank account numbers and credit card numbers except through secured email or personal delivery to the intended recipient.

BUYER(S)

Buyer Signature	Printed Name	Date	Time
Buyer Signature	Printed Name	Date	Time

BUYER'S BROKERAGE

Buyer's Broker Name	Buyer's Broker Signature		
Buyer's Qualifying Broker's Name	Buyer's Qualifying Broker's NMREC License No.		
Buyer's Brokerage Firm	Office Phone	Cell Phone	
Buyer's Brokerage Address	City	State	Zip Code
Buyer's Broker Email Address		Broker <input type="checkbox"/> is <input type="checkbox"/> is not a REALTOR®	



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PART I – BROKERS DUTIES

Per New Mexico law, Brokers are required to perform a specific set of applicable Broker Duties. Prior to the time the Broker generates or presents any written document that has the potential to become an express written agreement, he/she must disclose such duties and obtain written acknowledgement that the Broker has made such disclosures.

SECTION A:

All Brokers in this transaction owe the following broker duties to ALL buyers and sellers in this transaction, even if the broker is not representing the buyer or the seller in the transaction:

1. Honesty and reasonable care and ethical and professional conduct;
2. Compliance with local, state, and federal fair housing and anti-discrimination laws, the New Mexico Real Estate License Law and the Real Estate Commission rules and other applicable local, state, and federal laws and regulations;
3. Performance of any and all written agreements made with the prospective buyer, seller, landlord (owner) or tenant;
4. Written disclosure of any potential conflict of interest that the broker has in the transaction, including, but not limited to:
 - A. Any written brokerage relationship the Broker has with any other parties to the transaction or;
 - B. Any material interest/relationship of a business, personal or family nature that the broker has in the transaction; or
 - C. Any written agreement the Broker has with a Transaction Coordinator who will be providing services related to the transaction.
5. Written disclosure of any adverse material facts actually known by the broker about the property or the transaction, or about the financial ability of the parties to the transaction to complete the transaction; adverse material facts requiring disclosure do not include any information covered by federal fair housing laws or the New Mexico Human Rights Act.

SECTION B:

In addition to the above duties, Broker(s) owes the following Broker Duties to the buyer(s) and/or seller(s) in this transaction to whom the Broker(s) is/are directly providing real estate services, regardless of the scope and nature of those services.

1. Unless otherwise agreed to in writing by the party, assistance to the party in completing the transaction including:
 - A. timely presentation of and response to all written offers or counteroffers; and
 - B. active participation in assisting in complying with the terms and conditions of the contract and with the finalization of the transaction;

If the broker in the transaction is not providing the service, advice or assistance described in Paragraphs 1A or 1B of this Subsection, the party must agree in writing that the broker is not expected to provide such service, advice, or assistance. The broker shall disclose the existence of such agreement in writing to the other brokers involved in the transaction.
2. Acknowledgement by the broker that there may be matters related to the transaction that are outside the broker's knowledge or expertise and that the broker will suggest that the party seek expert advice on these matters;
3. Advise to consult with an attorney regarding the effectiveness, validity or consequences of any written document generated by the brokerage or presented to the party and that has the potential to become an express written agreement;
4. Prompt accounting for all money or property received by the broker;
5. Maintenance of any confidential information learned in the course of any prior agency relationship unless the disclosure is with the former principal's written consent or is required by law;
6. Written disclosure of brokerage relationship option available in New Mexico:
 - A. **Exclusive agency:** an express written agreement between a person and a brokerage wherein the brokerage agrees to exclusively represent as an agent the interest of the person in real estate transaction;
 - B. **Dual agency:** an express written agreement that modifies existing exclusive agency agreements to provide that the brokerage agrees to act as facilitator in the real estate transaction rather than as an exclusive agent for either party;
 - C. **Transaction Broker:** The non-fiduciary relationship created by law, wherein a brokerage provides real estate services without entering into an agency relationship.
7. Unless otherwise authorized in writing, a broker who is directly providing real estate services to a seller shall not disclose the following to the buyer in a transaction:
 - A. that the seller has previously indicated he/she will accept a sales price less than the asking or listed price;
 - B. that the seller will agree to financing terms other than those offered;
 - C. the seller's motivation for selling/leasing; or
 - D. any other information the seller has requested in writing remain confidential, unless disclosure is required by law;
8. Unless otherwise authorized in writing, a broker who is directly providing real estate service to a buyer shall not disclose the following to the seller in the transaction:
 - A. that the buyer has previously indicated he/she will pay a price greater than the price submitted in a written offer;
 - B. the buyer's motivation for buying; or
 - C. any other information the buyer has requested in writing remain confidential unless disclosure is required by law.

BUYER(S): PLEASE ACKNOWLEDGE RECEIPT BY INITIALING BELOW.



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PART II -OTHER REQUIRED DISCLOSURES**



Broker shall update these, and all other required disclosures as needed.

Check if Applicable

1. **TRANSACTION COORDINATOR.** Broker(s) has engaged the services of a transaction coordinator who will be assisting the broker in the processing of the real estate transaction. The transaction coordinator’s services may include, but not be limited to, the following: gathering necessary information and paperwork for and from buyers and sellers, overseeing and organizing contractual deadlines; communicating and coordinating with lenders, title companies, inspectors, other brokers in the transaction and the parties to the contract to facilitate the closing of the real estate transaction; and assembling the final real estate transaction file for closing. **TCs OWE BROKER DUTIES AS SET FORTH ON COVER PAGE 1. ATTN TCs: USE NMAR FORM 2100 TO MAKE ANY DISCLOSURES REQUIRED BY BROKER DUTIES.**

Name of Transaction Coordinator. _____

2. **CONFLICT OF INTEREST/MATERIAL INTEREST.** Broker has a material interest or relationship of a business, personal, or family nature in the transaction. Describe that material interest and/or relationship:

3. **ADVERSE MATERIAL FACTS.** Explain any adverse material facts related to the Property or Transaction about which the Broker has actual knowledge.

BUYER(S)

Buyer Signature _____ Printed Name _____ Date _____ Time _____

Buyer Signature _____ Printed Name _____ Date _____ Time _____

BUYER'S BROKERAGE

Buyer's Broker Name _____ Buyer's Broker's Qualifying Broker's Name and NMREC License No. _____

Buyer's Brokerage Firm _____ Office Phone _____ Cell Phone _____ Email Address _____

Buyer's Brokerage Address _____ City _____ State _____ Zip Code _____

DUAL REPRESENTATION

Broker may have a listing agreement with a seller related to a property or properties that Buyer may be interested in purchasing (“Broker Listed Properties”). If Buyer consents to dual representation with regard to Broker Listed Properties, Broker will represent both the seller and Buyer in the transaction. Buyer understands that they are **NOT OBLIGATED** to consent to this dual representation. **Check A or B below, as applicable.**

- A. **BUYER CONSENTS TO DUAL REPRESENTATION.**
- B. **BUYER DOES NOT CONSENT TO DUAL REPRESENTATION.** If Buyer does not consent to Dual Representation as to Broker Listed Properties, then one of the following shall apply (Check One Below):
- Broker Chooses New Broker.** Broker shall refer Buyer to another broker of **Broker’s choosing** to represent the Buyer in any transaction involving Broker Listed Properties (“Referral Broker”). The new broker shall represent Buyer in the transaction. The Brokerage Compensation under this Agreement shall remain in full force and effect and any compensation due to the Referral Broker will be addressed between the Brokerage and the Referral Broker. **OR**
 - Buyer Chooses New Broker.** Buyer and Brokerage shall be released from all obligations under this Agreement as to Broker Listed Properties ONLY so that Buyer may obtain an alternative broker of **Buyer’s choosing** to represent Buyer in that/those Broker Listed Property transaction(s). In this event, Broker agrees to waive any claim for Buyer Brokerage’s compensation from Buyer, Seller or Broker (if Broker, as the Listing Broker, is offering compensation to a buyer’s broker), so that Buyer’s new brokerage may collect any such Buyer Brokerage compensation offered.

Buyer Signature _____ Printed Name _____ Date _____ Time _____

Buyer Signature _____ Printed Name _____ Date _____ Time _____





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IMPORTANT - BUYER

BEFORE ENTERING INTO THIS AGREEMENT, REVIEW NMAR FORM 1100 – INFORMATION SHEET - BROKER COMPENSATION.

BY ENTERING INTO THIS AGREEMENT, YOU REPRESENT THAT YOU HAVE NOT ENTERED INTO A BUYER BROKERAGE AGREEMENT WITH ANOTHER BROKERAGE FOR THE SAME PROPERTY(IES) IDENTIFIED IN PARA. 3 AND FOR THE SAME TERM IDENTIFIED IN PARA. 2.

This Agreement is entered into by and between _____ (“Buyer”) and _____ (“Brokerage”).

- 1. BROKERAGE RELATIONSHIP. The undersigned Brokerage and Buyer agree that Broker is providing services to Buyer as a Transaction Broker without creating an agency relationship.
2. TERM. The term of this Agreement will begin on _____ and terminate at 11:59 p.m. Mountain Time on _____, unless otherwise extended under Para. 4 of this Agreement.

3. IDENTITY OF PROPERTY(IES) (hereinafter referred as “Property”, whether singular or multiple)(check one):

- A. [] Any Property Identified by Broker or Buyer
B. [] The Following Property(ies): (if more space is needed, use NMAR Form 2300 – General Addendum)

- i. _____
ii. _____
iii. _____

4. REAL ESTATE SERVICES PROVIDED AND COMPENSATION:

A. Showing Services.

- i. Services. Broker will provide Buyer limited services as follows: physical access to Property and information pertaining to Property as such information is actually known to Broker or is readily available to Broker through the Multiple Listing Service in which the Broker is participant (collectively “Showing Services”).
ii. Compensation. Buyer shall compensate Broker as follows, plus applicable New Mexico Gross Receipts Tax (“NMGRT”). Check ALL that apply.

- [] \$ _____ (Flat Fee) [] \$ _____ / Per Property Shown
[] \$ _____ / Per Hour or Portion Thereof [] Other: _____
[] \$ _____ RETAINER – A flat fee amount to be billed against hourly or per showing, as indicated in this paragraph. Remainder of Retainer to be refunded to Buyer, along with a statement of deductions, within ten (10) business days of the end of the Term.

Compensation Credit. In the event Paragraph 4(B) applies, any Compensation paid to Broker per this Paragraph [] WILL or [] Will NOT be applied to the Compensation paid to Broker under Paragraph 4(B).

iii. Compensation Earned/Due. Compensation to Brokerage due under this Paragraph 4(A) shall be earned and due:

- [] Upon Full Execution of this Agreement
[] Following either Each Hour Worked or the Showing of Each Property, as applicable.
[] At the End of the Term
[] Retainer: Due upon full execution of this Agreement; earned per hour or per showing, as applicable.
[] Other: _____

B. Broker Representation. In the event Buyer makes an offer to purchase or lease a Property during the Term of this Agreement, Buyer and Broker agree as follows:

- i. Services. Broker shall represent Buyer exclusively in the purchase or lease of the Property.
ii. Compensation. Buyer shall compensate Broker as follows, plus NMGRT.

- For Purchase [] \$ _____ [] _____ % of sales price of Property
For Lease [] \$ _____ [] _____ % of lease rate for Property for the duration of the lease and any extensions.

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- iii. **Compensation Earned/Due.** Compensation is earned by Broker under this Paragraph 4(B) upon the Closing and Funding of the Property or upon Buyer signing the Lease on the Property, as applicable, whether or not Buyer sought the assistance of Broker. If any such transaction fails to close because of a default by Seller/Landlord, compensation otherwise earned and due will be waived; if because of a default by Buyer/Tenant, compensation earned and due under this Agreement will not be waived. *“Closing” is defined as a series of events by which Buyer and Seller satisfy all of their obligations under a Purchase Agreement, including, but not limited to, Seller’s transfer of legal title or in the case of a Seller Financing - Real Estate Contract, equitable title to the Buyer.*
- iv. **Extension of Term.** The Term of this Agreement shall be extended through Closing and Funding of the Property, or in the event of lease, though the signing of the Lease for Property. Notwithstanding the expiration of the Term, Broker shall be entitled to Compensation for any lease extensions.

IMPORTANT NOTE: Buyer’s Brokerage cannot receive from one source or multiple sources (Listing Brokerage, Seller and/or Buyer) more than the Brokerage Compensation set forth herein. While Buyer and Buyer Brokerage may agree to adjust the amount of the Brokerage Compensation set forth herein at any time (NMAR Form 5116 – Buyer Brokerage Agreement Compensation Addendum), neither Buyer, nor the Buyer Brokerage, is obligated to change the amount of compensation established in this Agreement once this Agreement has been signed by all parties.

- 5. **PROTECTION PERIOD.** Within _____ days after termination of this Agreement, if Buyer acquires any real property subject to this Agreement, compensation shall be due to Brokerage. However, this provision will not apply if Buyer enters into another exclusive agreement with another licensed real estate Brokerage covering the same property or type of property covered by this Agreement. This paragraph shall survive termination.
- 6. **MEDIATION.** If a dispute arises between the parties relating to this Agreement, the parties shall submit the dispute to mediation, jointly appoint a mediator and share equally in the costs of the mediation. If a mediator cannot be agreed upon or mediation is unsuccessful, the parties may enforce their rights under this Agreement in any manner provided by New Mexico law. NMAR Form 5118 - Information Sheet - Mediation Information for Clients and Customers.
- 7. **GOVERNING LAW AND VENUE.** This Agreement is to be construed in accordance with and governed by the internal laws of the State of New Mexico. Each party hereby irrevocably consents to the jurisdiction and venue of the state and federal courts located in the county in which the Brokerage is located and agrees that all suits or proceedings relating to this Agreement shall be brought only in such courts.
- 8. **ATTORNEY FEES AND COSTS.** Should any aspect of this Agreement result in arbitration or litigation, the prevailing party of such action shall be entitled to an award of reasonable attorneys' fees and court costs.

ACKNOWLEDGMENT BY BUYER: By signature to this Agreement, Buyer warrants they have read and understand the above compensation provisions. Further, Buyer understands the amount of compensation paid by Buyer to Buyer’s Brokerage is NOT dictated by MLS rules, the local, state or National Association of REALTORS® or local, state or national law. Buyer agrees that the amount of compensation Buyer agreed to pay herein is an amount that the Buyer and Buyer’s Brokerage have freely negotiated and agreed upon.

BUYER(S)

Buyer Signature	Printed Name	Date	Time
Buyer Signature	Printed Name	Date	Time

BUYER’S BROKERAGE

Buyer’s Broker Name	Buyer’s Broker Signature		
Buyer’s Qualifying Broker’s Name	Buyer’s Qualifying Broker’s NMREC License No.		
Buyer’s Brokerage Firm	Office Phone	Cell Phone	
Buyer’s Brokerage Address	City	State	Zip Code
Buyer’s Broker Email Address			

Broker is is not a REALTOR®



NEW MEXICO ASSOCIATION OF REALTORS® — 2024
BROKER NOTIFICATION OF COMPENSATION



SELLER: _____

BUYER: _____

BROKERAGE (Completing Form): _____

PROPERTY: _____
Address (Street, City, State, Zip Code)

Legal Description
Or see metes and bounds description attached as Exhibit _____, _____ Count(ies),
New Mexico.

SELLER/LISTING BROKERAGE'S NOTICE TO TITLE COMPANY

- Seller has agreed to pay **Listing Brokerage** compensation in the amount of:
 - \$ _____ plus applicable New Mexico Gross Receipts Tax ("NMGRT"); OR
 - _____ % of sales price of property plus NMGRT.
- From the total amount listed above, Listing Brokerage has agreed to pay Buyer's Brokerage compensation in the amount of:
 - \$ _____ plus applicable New Mexico Gross Receipts Tax ("NMGRT"); OR
 - _____ % of sales price of property plus NMGRT.
- Seller has agreed to pay **Buyer's Brokerage** compensation in the amount of:
 - \$ _____ plus applicable New Mexico Gross Receipts Tax ("NMGRT"); OR
 - _____ % of sales price of property plus NMGRT.

If the payment to the Buyer's Brokerage as stated above is less than the amount of compensation that Buyer has agreed to pay the Buyer's Brokerage per the Buyer Brokerage Agreement, then Buyer shall pay the remaining amount due to Buyer's Brokerage.

BUYER/BUYER'S BROKERAGE NOTICE TO TITLE COMPANY AND/OR LENDER

- Buyer has agreed to pay Buyer's Brokerage compensation in the amount of:
 - \$ _____ plus applicable New Mexico Gross Receipts Tax ("NMGRT"); OR
 - _____ % of sales price of property plus NMGRT.

If the Listing Brokerage or Seller or has agreed to compensate the Buyer's Brokerage, then the amount of that compensation shall be deducted from the amount that Buyer agreed to pay the Buyer's Brokerage as set forth above.

ATTENTION BUYER BROKERS:

Compensation Reminder: The Buyer Brokerage may not receive compensation from any source or sources (Buyer, Seller and/or Listing Brokerage) that exceeds the amount or rate the Buyer has agreed to pay the Buyer's Brokerage in the Buyer Broker Agreement.

Submission of Buyer Broker Agreement: As evidence of the Buyer Broker compensation, some loan programs or lenders may require the submission of the entire Buyer Broker Agreement; this form may not be sufficient.

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**NEW MEXICO ASSOCIATION OF REALTORS®– 2024
ADDENDUM NO. _____
BUYER BROKER AGREEMENT TERMINATION ADDENDUM**

This Addendum is a part of the Buyer Broker Agreement (the "Agreement") dated _____ between _____ ("Buyer") and _____ ("Brokerage").

The parties agree to amend the Agreement as follows:

1. **CONDITIONAL TERMINATION:** Subject to the following conditions, the parties hereby agree to the early termination of the Agreement, effective date _____. Except as otherwise stated below, neither party shall have any further obligation to one another under the Agreement. **(Check all that apply.)**

PURCHASE DURING ORIGINAL TERM. In the event Buyer, or anyone acting on behalf of a Buyer, submits an offer on the following property **during the original term of the Agreement** and closes on that transaction, regardless of whether the closing occurs during or after the original term of the Agreement, compensation as set forth in the Agreement will be due to Broker at the time of closing of the sale/purchase. **(Check One)**

Any/All Properties

Identify Specific Property or Properties by Address (Street, City State, Zip Code):

1. _____
2. _____
3. _____

PURCHASE DURING ORIGINAL TERM OR PROTECTION PERIOD. In the event Buyer, or anyone acting on behalf of a Buyer, submits an offer on a property **during the original term of the Agreement or during the Protection Period**, and closes on that transaction, regardless of whether the closing occurs during or after the original term of the Agreement or the Protection Period, compensation as set forth in the Agreement will be due to Broker at the time of closing of the sale/purchase. For purposes of this section, the Protection Period begins upon termination of the **original term of the Agreement**. **(Check One)**

Any/All Properties

Identify Specific Property or Properties by Address (Street, City State, Zip Code):

1. _____
2. _____
3. _____

OTHER.

2. **UNCONDITIONAL TERMINATION:** The parties hereby unconditionally terminate the Agreement between them, effective date _____. Neither party shall have any further obligation to one another under the Agreement, including, but not limited to the Buyer obligations under the Protection Period provisions of the Agreement.

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**NEW MEXICO ASSOCIATION OF REALTORS®– 2024
ADDENDUM NO. _____
BUYER BROKER AGREEMENT TERMINATION ADDENDUM**



⚠️ IMPORTANT NOTICE TO BUYER ⚠️

PROPERTY CURRENTLY UNDER CONTRACT. Notwithstanding any of the foregoing selections, if Buyer is under contract to purchase a property on the Effective Date of this Addendum, this Addendum shall NOT apply to that transaction.

BUYER(S)

Buyer Signature _____ Printed Name _____ Date _____ Time _____

Buyer Signature _____ Printed Name _____ Date _____ Time _____

BUYER'S BROKER

Buyer Broker Signature _____ Printed Name _____ Date _____ Time _____

Buyer Broker Signature _____ Printed Name _____ Date _____ Time _____

⚠️ IMPORTANT NOTICE TO BUYER AND ASSOCIATE BROKER ⚠️

The below signature block is for use in the event the brokerage policy requires the Qualifying Broker's signature for termination of the Buyer Broker Agreement. The parties should check the Brokerage's policies and/or contact the Qualifying Broker to determine if the Qualifying Broker's Signature is required on this Addendum.

QUALIFYING BROKER

Qualifying Broker Signature _____ Printed Name _____ Date _____ Time _____

Qualifying Broker Signature _____ Printed Name _____ Date _____ Time _____



This Addendum is a part of the Buyer Brokerage Agreement (the "Agreement") dated _____, 20____ between _____ ("Buyer") and _____ ("Buyer's Brokerage").

▲ ATTENTION BUYERS ▲

The amount of compensation paid by a Buyer to a Brokerage is fully negotiable and is **NOT** dictated by MLS rules, the local, state or National Association of Realtors® or local, state or national law.

While a Buyer and Buyer Brokerage may agree to adjust the amount of compensation in the Buyer Brokerage Agreement at any time, neither the buyer, nor the Buyer Brokerage, is *obligated* to change the amount of compensation negotiated and agreed to once they enter into a Buyer Brokerage Agreement.

For good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Agreement as follows:

1. **BROKERAGE'S COMPENSATION:** Brokerage's Compensation is hereby changed to the amount below. New Mexico Gross Receipt Tax ("NMGR") shall be added to amounts below. (Check Applicable)

For Purchase

- \$ _____; OR
- _____% of sales price of property

For Lease

- \$ _____; OR
- _____% of lease rate for the duration of lease and any extensions or options.

2. **ADDENDUM PROVISIONS CONTROL.** If there is any conflict between the provisions of the Buyer Brokerage Agreement and this Addendum, the provisions of this Addendum will control. The remaining provisions of the Buyer Brokerage Agreement will remain in effect.

BUYER(S)

Buyer Signature _____ Printed Name _____ Date _____ Time _____

Buyer Signature _____ Printed Name _____ Date _____ Time _____

BUYER'S BROKERAGE

Buyer's Broker Name _____ Buyer's Broker Signature _____

Buyer's Qualifying Broker's Name _____ Buyer's Qualifying Broker's NMREC License No. _____

Buyer's Brokerage Firm _____ Office Phone _____ Cell Phone _____

Buyer's Brokerage Address _____ City _____ State _____ Zip Code _____

Buyer's Broker Email Address _____

Broker is is not a REALTOR®

The below signature block is for use in the event the brokerage policy requires a qualifying broker's signature for an addendum of an Agreement. Please check your brokerage policy.

QUALIFYING BROKER

Qualifying Broker Signature _____ Printed Name _____ Date _____ Time _____

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NEW MEXICO ASSOCIATION OF REALTORS® — 2024
BROKER DUTIES TO SELLER
SELLER'S COMPENSATION TO BUYER'S BROKERAGE



PART I

Per New Mexico law, Brokers are required to perform a specific set of applicable Broker Duties. Prior to the time the Broker generates or presents any written documents that has the potential to become an express written agreement, he/she must disclose such duties and obtain written acknowledgement that the Broker has made such disclosures.

SECTION A: All Brokers in this transaction owe the following broker duties to ALL buyers and sellers, in this transaction, even if the broker is not representing the buyer(s) in the transaction:

1. Honesty and reasonable care and ethical and professional conduct;
2. Compliance with local, state and federal fair housing and anti-discrimination laws, the New Mexico Real Estate License Law and the Real Estate Commission rules and other applicable local, state, and federal laws and regulations;
3. Performance of any and all written agreements made with the prospective buyer, seller, landlord (owner) or tenant;
4. Written disclosure of any potential conflict of interest that the broker has in the transaction, including, but not limited to:
 - A. Any written brokerage relationship the Broker has with any other parties to the transaction; or
 - B. Any material interest/relationship of a business, personal or family nature that the Broker has in the transaction; or
 - C. Any written agreement the Broker has with a Transaction Coordinator who shall be providing services related to the transaction.
5. Written disclosure of any adverse material facts actually known by the Broker about the property or the transaction, or about the financial ability of the parties to the transaction, to complete the transaction; adverse material facts requiring disclosure do not include any information covered by federal fair housing laws or the New Mexico Human Rights Act.

SECTION B: In addition to the above duties, Broker(s) owes the following Broker Duties to the buyer(s) in this transaction, regardless of the scope and nature of those services.

1. Unless otherwise agreed to in writing by the party, assistance to the party in completing the transaction including:
 - A. timely presentation of and response to all written offers or counteroffers; and
 - B. active participation in assisting in complying with the terms and conditions of the contract and with the finalization of the transaction;If the Broker in the transaction is not providing the service, advice or assistance described in Paragraphs 1A or 1B of this Subsection, the party must agree in writing the Broker is not expected to provide such service, advice, or assistance. The Broker shall disclose the existence of such agreement in writing to the other brokers involved in the transaction.
2. Acknowledgement by the Broker there may be matters related to the transaction outside the Broker's knowledge or expertise and the Broker shall suggest the party seek expert advice on these matters;
3. Advise to consult with an attorney regarding the effectiveness, validity or consequences of any written document generated by the brokerage or presented to the party and that has the potential to become an express written agreement;
4. Prompt accounting for all money or property received by the Broker;
5. Maintenance of any confidential information learned in the course of any prior agency relationship unless the disclosure is with the former principal's written consent or is required by law;
6. Written disclosure of brokerage relationship options available in New Mexico:
 - a. **Exclusive agency:** an express written agreement between a person and a brokerage wherein the brokerage agrees to exclusively represent as an agent the interest of the person in real estate transaction;
 - b. **Dual agency:** an express written agreement that modifies existing exclusive agency agreements to provide that the brokerage agrees to act as facilitator in a real estate transaction rather than as an exclusive agent for either party;
 - c. **Transaction Broker:** The non-fiduciary relationship created by law, wherein a brokerage provides real estate services without entering into an agency relationship.
7. Unless otherwise authorized in writing, a broker who is directly providing real estate services to a seller shall not disclose the following to the buyer in a transaction:
 - a. that the seller has previously indicated he/she shall accept a sales price less than the asking or listed price;
 - b. that the seller shall agree to financing terms other than those offered;
 - c. the seller's motivation for selling/leasing; or
 - d. any other information the seller has requested in writing remain confidential, unless disclosure is required by law;
8. Unless otherwise authorized in writing, a broker who is directly providing real estate service to a buyer shall not disclose the following to the seller in the transaction:
 - a. that the buyer has previously indicated he/she shall pay a price greater than the price submitted in a written offer;
 - b. the buyer's motivation for buying; or
 - c. any other information the buyer has requested in writing remain confidential, unless disclosure is required by law.



**NEW MEXICO ASSOCIATION OF REALTORS® — 2024
BROKER DUTIES TO SELLER
SELLER'S COMPENSATION TO BUYER'S BROKERAGE**



PART II

1. **BROKERAGE RELATIONSHIP:** Broker is working with Buyer in the following capacity: (check applicable)
- Transaction Broker (Non-Agency Relationship) WITH a Buyer Brokerage Agreement
 - Agent for Buyer WITH a Buyer Brokerage Agreement, which includes an Agency Addendum/Provision

2. **BROKER DISCLOSURES. (Check all applicable). Broker shall update all disclosures as needed.**
Check if Applicable

A. **TRANSACTION COORDINATOR.** Seller's Broker(s) has engaged the services of a transaction coordinator who will be assisting the Seller's Broker in the processing of the real estate transaction. The transaction coordinator's services may include, but not be limited to, the following: gathering necessary information and paperwork for and from buyers and sellers; overseeing and organizing contractual deadlines; communicating and coordinating with lenders, title companies, inspectors, other brokers in the transaction and the parties to the contract to facilitate the closing of the real estate transaction; and assembling the final real estate transaction file for closing.

Name of Transaction Coordinator: _____.

B. **CONFLICT OF INTEREST/MATERIAL INTEREST.** Seller's Broker has a material interest or relationship of a business, personal, or family nature in the transaction. Describe the material interest and/or relationship:

C. **ADVERSE MATERIAL FACTS.** Explain any adverse material facts related to the Property or Transaction about which the Seller's Broker has actual knowledge.

BUYER'S BROKERAGE

Buyer's Broker Name	Buyer's Broker's Qualifying Broker's Name and NMREC License No.		
Buyer's Brokerage Firm	Office Phone	Cell Phone	Email Address
Buyer's Brokerage Address	City	State	Zip Code

Broker is is not a REALTOR®

SELLER

Seller Signature	Printed Name	Date	Time
Seller Signature	Printed Name	Date	Time

If additional signature lines are needed, please use NMAR Form 1150 – Signature Addendum



**NEW MEXICO ASSOCIATION OF REALTORS® — 2024
SELLER'S COMPENSATION TO BUYER'S BROKERAGE**



This Agreement is made by and between _____
 (“Brokerage”) and _____ (“Seller”).

1. PROPERTY.

Address _____ City _____ State _____ Zip Code _____

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

2. COMPENSATION. Seller shall pay Buyer's Brokerage compensation of _____% of Purchase Price or \$ _____ plus applicable New Mexico Gross Receipts Tax (“Compensation”) for any buyer represented by Buyer's Brokerage at the time of the Closing or (specific buyer) _____, provided said buyer is represented by Buyer's Brokerage at the time of the Closing. *“Closing” is defined as a series of events by which Buyer and Seller satisfy all of their obligations under a Purchase Agreement, including, but not limited to, Seller's transfer of legal title or in the case of a Seller Financing - Real Estate Contract, equitable title to the buyer.* **Notwithstanding the foregoing, the following applies: Buyer's Brokerage cannot receive from one source or multiple sources (Seller, Listing Brokerage and/or Buyer) more than the total amount of compensation the buyer agreed to pay the Buyer's Brokerage under the Buyer Brokerage Agreement, and Seller shall be liable to Buyer Brokerage for Compensation if the Property does not Close and Fund due to Seller's breach of the Purchase Agreement.**

3. TIMING OF PAYMENT AND AUTHORIZATION TO TITLE COMPANY. Compensation shall be due at time of Closing of sale of Property and Seller hereby authorizes title company/agent to disburse Compensation directly to Buyer's Brokerage upon Closing of Property.

4. TERM. The Term of this Agreement shall begin on _____ and terminate at 11:59 pm Mountain Time on _____. If the Property is under Contract or the Seller is negotiating the sale, lease or exchange of the Property with a buyer identified in Para. 2, as applicable, on the date this Agreement would otherwise terminate, the term shall automatically be extended through the Closing of the sale of the Property. The word "Term" as used in this Agreement shall include all extensions.

5. MEDIATION. If a dispute arises between the parties relating to this Agreement, the parties shall submit the dispute to mediation, jointly appoint a mediator and share equally the costs of the mediation. If a mediator cannot be agreed upon or mediation is unsuccessful, the parties may enforce their rights and obligations under this Agreement in any manner provided by New Mexico law.

6. ATTORNEY FEES AND COSTS. Should any aspect of this Agreement result in arbitration or litigation, the prevailing party of such action shall be entitled to an award of reasonable attorneys' fees and court costs.

7. COUNTERPARTS. This agreement may be executed in one or more counterparts, each of which is deemed to be an original, and all of which shall together constitute one and the same instrument.

8. GOVERNING LAW AND VENUE. This Agreement is to be construed in accordance with and governed by the internal laws of the State of New Mexico without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of New Mexico to the rights and duties of the parties. Each party hereby irrevocably consents to the jurisdiction and venue of the state and federal courts located in the county in which the Property or any portion of the Property is located in connection with any claim, action, suit or proceeding relating to this Agreement and agrees that all suits or proceedings relating to this Agreement shall be brought only in such courts.

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NEW MEXICO ASSOCIATION OF REALTORS® — 2024 SELLER'S COMPENSATION TO BUYER'S BROKERAGE



- 9. **SEVERABILITY.** If any portion of this Agreement is found by any court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.
- 10. **ENTIRE AGREEMENT.** This Agreement contains the entire Agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written. This Agreement may be varied only by a document signed by both parties.

! IMPORTANT NOTICE TO SELLER !

The amount of compensation paid by a Seller or Buyer to any Brokerage is fully negotiable and is NOT dictated, prescribed or controlled by any Multiple Listing Service rule, the local, state or National Association of REALTORS® or local, state or national law.

SELLER(S)

Seller Signature Printed Name Date Time

Seller Signature Printed Name Date Time

If additional signature lines are needed, please use NMAR Form 1150 – Signature Addendum

BUYER'S BROKER

BUYER BROKER ATTESTATION: Buyer Broker hereby attests the amount of compensation to be received under this Agreement does not exceed the Compensation that Buyer has agreed to pay the Buyer's Brokerage under the Buyer Brokerage Agreement.

Buyer's Broker Name Buyer's Broker Signature

Buyer's Qualifying Broker's Name No. Buyer's Qualifying Broker's NMREC License

Buyer's Brokerage Firm Office Phone Cell Phone

Buyer's Brokerage Address City State Zip Code

Buyer's Broker Email Address Broker is is not a REALTOR®

BUYER'S ACKNOWLEDGMENT OF COMPENSATION

Buyer Signature Printed Name Date Time

Buyer Signature Printed Name Date Time

If additional signature lines are needed, please use NMAR Form 1150 – Signature Addendum



ADDENDUM NO. _____
BUYER BROKERAGE COMPENSATION
INTENDED THIRD PARTY BENEFICIARY

INTENDED USE OF FORM

This form is to be used to amend the Purchase Agreement to provide that the Seller will pay all or some portion of the Buyer Brokerage's Compensation on behalf of the Buyer.

IMPORTANT NOTE: Multiple Listing Service Rules prohibit a Buyer's Brokerage from collecting compensation from one source or multiple sources (Buyer, Seller and/or Listing Brokerage) in excess of the amount of compensation the Buyer has agreed to pay the Buyer's Brokerage in the Buyer Brokerage Agreement.

This Addendum is hereby incorporated into and made part of the Purchase Agreement dated _____ between _____ ("Buyer") and _____ ("Seller") and relating to the following Property:

Address (Street, City, State, Zip Code) _____

Legal Description or see metes and bounds description attached as Exhibit _____, _____ Count(ies), New Mexico.

1. **BUYER BROKERAGE:** _____
2. **BUYER BROKER:** _____
3. **QUALIFYING BROKER AND LICENSE NO.:** _____
4. **COMPENSATION.** Seller agrees to compensate the Buyer Brokerage stated in Para. 1 of this Addendum compensation of _____ % of Purchase Price or \$ _____ plus applicable New Mexico Gross Receipts Tax ("Compensation"). Compensation shall be due and payable to the Buyer Brokerage upon the Closing and Funding of the Property as defined in the Purchase Agreement and Seller hereby authorizes title company/agent to disburse Compensation directly to Buyer's Brokerage upon Closing and Funding of the Property. Notwithstanding the foregoing, Seller shall be responsible to pay compensation to Buyer Brokerage if the Property does not Close and Fund due to Seller's breach of the Purchase Agreement.

Buyer Brokerage may not receive compensation from one or more sources that exceeds the amount or rate agreed upon in the Buyer Brokerage Agreement.

5. **THIRD PARTY BENEFICIARY.** Seller hereby agrees that the Buyer Brokerage is an intended third-party beneficiary to the Purchase Agreement between Seller and Buyer, and Brokerage shall have the right to enforce the terms of this Addendum against Seller.
6. **INCORPORATION AND SURVIVAL.** All terms of the Purchase Agreement not specific to the transaction between Buyer and Seller shall be incorporated into this Addendum, including, but not limited to, the following terms: Attorney Fees, Mediation, Severability, Consent to the Electronic Transmission of Documents and to the Use of Electronic Signatures, Heirs and Assigns, Governing Law and Venue, Multiple Buyers, Authority of Signors, Entire Agreement and Addendum in Writing. This Addendum shall survive Closing of the Property.
7. **ADDENDUM PROVISIONS CONTROL.** If there is any conflict between the provisions of the Purchase Agreement and/or any earlier dated Addendum and this Addendum, the provisions of this Addendum shall control. The remaining provisions of the Purchase Agreement and/or any previously dated Addendum shall remain in effect.

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**NEW MEXICO ASSOCIATION OF REALTORS® — 2024
ADDENDUM NO. _____
BUYER BROKERAGE COMPENSATION
INTENDED THIRD PARTY BENEFICIARY**



▲ ATTENTION BUYERS AND SELLERS ▲

The amount of compensation paid by a Buyer or Seller to any Brokerage is fully negotiable and is NOT dictated by MLS rules, the local, state or National Association of Realtors® or local, state or national law.

BUYER(S)

Buyer Signature _____ Printed Name _____ Date _____ Time _____

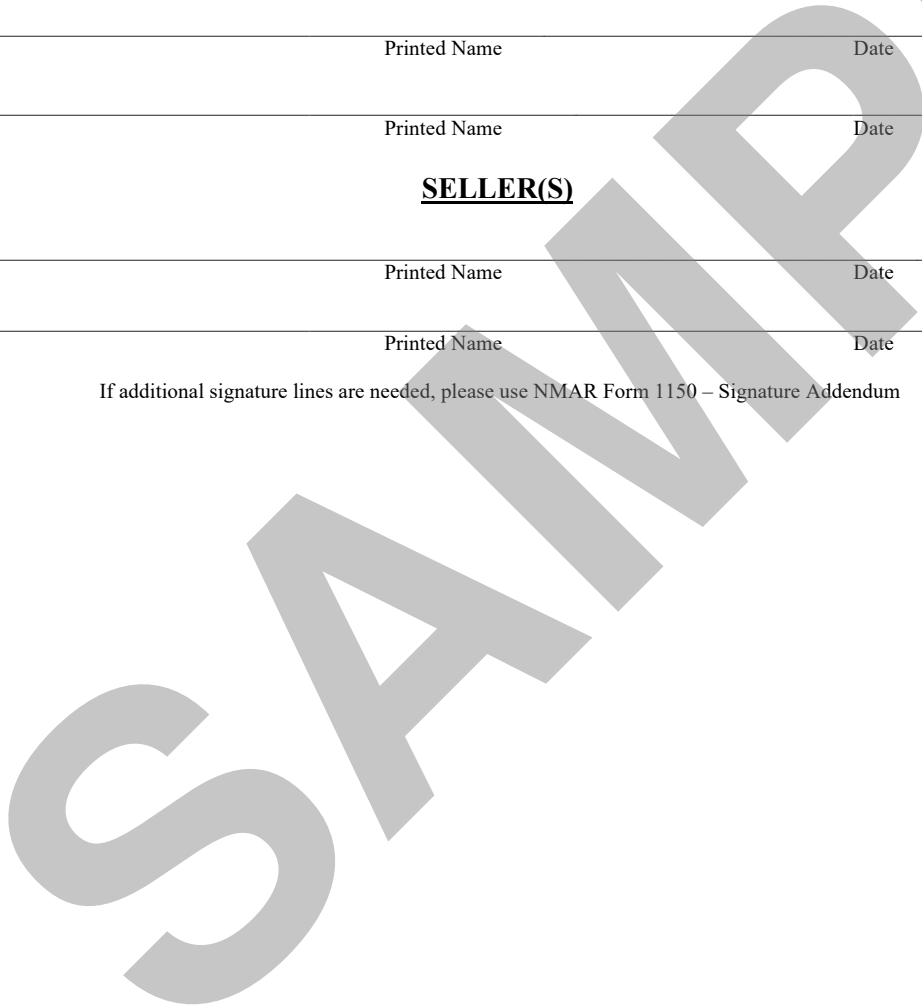
Buyer Signature _____ Printed Name _____ Date _____ Time _____

SELLER(S)

Seller Signature _____ Printed Name _____ Date _____ Time _____

Seller Signature _____ Printed Name _____ Date _____ Time _____

If additional signature lines are needed, please use NMAR Form 1150 – Signature Addendum





**NEW MEXICO ASSOCIATION OF REALTORS® — 2024
COMPENSATION AND COOPERATION AGREEMENT
BROKERAGE TO BROKERAGE**



The undersigned Cooperating Brokerage and the undersigned Listing Brokerage agree to cooperate in connection with the sale or lease of the following Property:

Address (Street, City, State, Zip Code)

Legal Description

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

1. **APPLICATION OF AGREEMENT.** This Agreement applies to the following type(s) of transaction:
(check all that apply)

- THE SALE, CLOSING AND FUNDING OF THE PROPERTY**
- THE LEASING OF THE PROPERTY**

2. **IDENTITY OF BUYER AND/OR TENANT, AS APPLICABLE.** This Agreement applies to the following the Buyer and/or Tenant:

3. **COOPERATION.** Listing Brokerage and Cooperating Brokerage shall share all known material facts about the Property and Listing Brokerage shall provide Cooperating Brokerage with reasonable access to the Property. Cooperating Brokerage shall submit all offers for the Property through the Listing Brokerage. Listing Brokerage shall present all offers submitted by the Cooperating Brokerage in accordance with any applicable rules or regulations, including the REALTOR® Code of Ethics. If Cooperating Brokerage has an exclusive relationship with a potential Buyer and/or Tenant, Listing Brokerage shall not communicate directly with that potential Buyer and/or Tenant, except with Cooperating Brokerage's prior approval: however, nothing herein precludes a Listing Brokerage acting in the capacity of a Property Manager from communicating directly with a Tenant once the Tenant enters into a Lease Agreement. Cooperating Brokerage shall not communicate directly with Seller/Owner, except with Listing Brokerage's prior approval.

4. **COMPENSATION.** If the Property is sold or leased to a Buyer and/or Tenant identified in Paragraph 1 of this Agreement during the term of this Agreement, Listing Brokerage shall pay the following plus applicable gross receipts tax to the Cooperating Brokerage as compensation upon Closing and Funding of the transaction, provided said Buyer is represented by Buyer's Brokerage at the time of Closing and Funding, or upon signing of the Lease Agreement, as applicable.

For Purchase

- \$ _____
- _____ % of sales price of Property

For Lease

- \$ _____
- _____ % of lease rate for Property for the duration of the lease and any extensions

Notwithstanding the foregoing, if the Listing Brokerage does not receive compensation from the Seller/Owner for any reason, then the Listing Brokerage is relieved from payment of compensation due hereunder to the Cooperating Brokerage.

5. **DEFINITION OF COOPERATING BROKERAGE.** Cooperating Brokerage means the Brokerage working with or representing the Buyer and/or Tenant at the time of closing of the sale or signing of lease. The term "Cooperating Brokerage" shall include all brokers affiliated with the Cooperating Brokerage as employees or independent contractors, but Cooperating Brokerage may not extend this agreement of cooperation and compensation to any other broker.

6. **TERM.** The Term of this Agreement shall begin on _____, and terminate at 11:59 pm Mountain Time on _____. If the Buyer and/or Tenant and the Seller/Owner are under contract on the Property or are negotiating the sale or lease of the Property on the date this Agreement would otherwise terminate, the term shall be extended through the closing, the date the lease is fully executed or other final disposition of the Property identified herein. The word "Term" as used in this Agreement shall include all extensions.

7. **BOUND BY REALTOR® ARBITRATION.** By becoming and remaining a REALTOR® member every member binds himself or herself and agrees to submit to arbitration (and to mediation if required) all disputes as defined by Article 17 of the Code of Ethics and all disputes with any other member, as defined, under the prescribed conditions. The duty to submit to arbitration continues in effect even after membership lapses or is terminated, provided the dispute arose while the respondent was a REALTOR® or an MLS Participant. For more information, See National Association of REALTORS® Code of Ethics and Arbitration Manual, Part Ten, Section 44 — Duty and Privilege to Arbitrate.

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COMPENSATION AND COOPERATION AGREEMENT
BROKERAGE TO BROKERAGE**



8. NO DIRECT RELATIONSHIP WITH SELLER. Nothing herein creates a relationship between the Cooperating Brokerage and the Seller/Owner that would allow the Cooperating Brokerage the right to pursue compensation due under this Agreement directly against the Seller/Owner. The Cooperating Brokerage's recourse for non-payment hereunder is against the Listing Brokerage only, subject to Para. 4.

LISTING BROKERAGE

Listing Brokerage _____

By (Signature) _____ Date _____ Time _____ Broker is is not a REALTOR®

By (Print) _____

Qualifying Broker's Name _____ Phone Number _____ Qualifying Broker's NMREC License Number _____

Address (Street, City, State, Zip Code) _____

Business Phone _____ Fax _____ Email Address _____

COOPERATING BROKERAGE

BUYER BROKER ATTESTATION: Cooperating Brokerage, as the Buyer's Brokerage, may not receive compensation from one source or multiple sources (Listing Brokerage, Buyer and/or Seller) that exceeds the amount of compensation that Buyer has agreed to pay Buyer's Brokerage under the Buyer Brokerage Agreement. By signature below, Buyer's Broker hereby attests that the amount of compensation to be received under this Agreement does not exceed the compensation that Buyer agreed to pay the Buyer's Brokerage under the Buyer Brokerage Agreement.

Cooperating Brokerage _____

By (Signature) _____ Date _____ Time _____ Broker is is not a REALTOR®

By (Print) _____

Qualifying Broker's Name _____ Phone Number _____ Qualifying Broker's NMREC License Number _____

Address (Street, City, State, Zip Code) _____

Business Phone _____ Fax _____ Email Address _____



**NEW MEXICO ASSOCIATION OF REALTORS® — 2024
PURCHASE AGREEMENT – RESIDENTIAL RESALE**



PART I – BROKER DUTIES DISCLOSURE

Per New Mexico law, Brokers are required to perform a specific set of applicable Broker Duties. Prior to the time the Broker generates or presents any written document that have the potential to become an express written agreement, they must disclose such duties and obtain written acknowledgement that the Broker has made such disclosures.

SECTION A:

All Brokers in this transaction owe the following Broker duties to ALL buyers and sellers in this transaction, even if the Broker is not representing the buyer or the seller in the transaction:

1. Honesty and reasonable care and ethical and professional conduct;
2. Compliance with local, state, and federal fair housing and anti-discrimination laws, the New Mexico Real Estate License Law and the Real Estate Commission rules and other applicable local, state, and federal laws and regulations;
3. Performance of any and all written agreements made with the prospective buyer, seller, landlord (owner) or tenant;
4. Written disclosure of any potential conflict of interest that the Broker has in the transaction, including, but not limited to;
 - A. Any written Brokerage relationship the Broker has with any other parties to the transaction or;
 - B. Any material interest/relationship of a business, personal or family nature that the Broker has in the transaction; or
 - C. Any written agreement the Broker has with a Transaction Coordinator who will be providing services related to the transaction.
5. Written disclosure of any adverse material facts actually known by the Broker about the property or the transaction, or about the financial ability of the parties to the transaction to complete the transaction; adverse material facts requiring disclosure do not include any information covered by federal fair housing laws or the New Mexico Human Rights Act.

SECTION B:

In addition to the above duties, Broker(s) owes the following Broker Duties to the buyer(s) and/or seller(s) in this transaction to whom the Broker(s) is/are directly providing real estate services, regardless of the scope and nature of those services.

1. Unless otherwise agreed to in writing by the party, assistance to the party in completing the transaction including:
 - A. Timely presentation of and response to all written offers or counteroffers; and
 - B. Active participation in assisting in complying with the terms and conditions of the contract and with the finalization of the transaction;

If the Broker in the transaction is not providing the service, advice or assistance described in Para. 1 (A) or 1 (B) of this Subsection, the party must agree in writing that the Broker is not expected to provide such service, advice or assistance. The Broker shall disclose the existence of such agreement in writing to the other Brokers involved in the transaction.

2. Acknowledgement by the Broker that there may be matters related to the transaction that are outside the Broker's knowledge or expertise and that the Broker will suggest that the party seek expert advice on these matters;
3. Advice to consult with an attorney regarding the effectiveness, validity or consequences of any written document generated by the Brokerage or presented to the party and that has the potential to become an express written agreement;
4. Prompt accounting for all money or property received by the Broker;
5. Maintenance of any confidential information learned in the course of any prior agency relationship unless the disclosure is with the former principal's written consent or is required by law;
6. Written disclosure of Brokerage relationship options available in New Mexico:
 - A. **Exclusive agency:** an express written agreement between a person and a Brokerage wherein the Brokerage agrees to exclusively represent as an agent the interests of the person in real estate transaction;
 - B. **Dual agency:** an express written agreement that modifies existing exclusive agency agreements to provide that the Brokerage agrees to act as a facilitator in the real estate transaction rather than as an exclusive agent for either party;
 - C. **Transaction Broker:** the non-fiduciary relationship created by law, wherein a Brokerage provides real estate services without entering an agency relationship.
7. Unless otherwise authorized in writing, a Broker who is directly providing real estate services to a seller shall not disclose the following to the buyer in a transaction:
 - A. That the seller has previously indicated they will accept a sales price less than the asking or listed price;
 - B. That the seller will agree to financing terms other than those offered;
 - C. The seller's motivations for selling/leasing; or
 - D. Any other information the seller has requested in writing remain confidential, unless disclosure is required by law;
8. Unless otherwise authorized in writing, a Broker who is directly providing real estate service to a buyer shall not disclose the following to the seller in the transaction:
 - A. That the buyer has previously indicated they will pay a price greater than the price submitted in a written offer;
 - B. The buyer's motivation for buying; or
 - C. Any other information the buyer has requested in writing remain confidential unless disclosure is required by law.

BUYER(S) AND SELLER(S): PLEASE ACKNOWLEDGE RECEIPT BY INITIALING BELOW



NEW MEXICO ASSOCIATION OF REALTORS® — 2024
PURCHASE AGREEMENT – RESIDENTIAL RESALE



PART II – OTHER REQUIRED DISCLOSURES
Broker shall update these and all other required disclosures as needed.

BUYER'S BROKER DISCLOSURES:

1. **Brokerage Relationship.** _____ (“Buyer’s Broker”) is working with the Buyer as a:
 - Transaction Broker with without a written Buyer Broker Agreement.
 - Agent with a written Buyer Broker Agreement with Agency Addendum.
 - Transaction Broker without a written Buyer Broker Agreement, but with a Compensation Agreement.
2. **In-House Transaction: Buyer and Seller’s Consent to Dual Representation, NO Dual Agency created.**
 - Brokerage is representing both Buyer and Seller.
 - Buyer’s Broker is licensed under the same Qualifying Broker as Seller’s Broker.
 - Buyer’s Broker is also Seller’s Broker for the property in this Transaction. Broker has a written listing agreement with Seller as a Transaction Broker Agent. **Unless otherwise stated in another agreement between Buyer’s Broker and Buyer, Buyer understands that they are NOT OBLIGATED to consent to this dual representation and that they may obtain their own broker to represent them in this transaction.**

BUYER CONSENTS TO BUYER’S BROKER ALSO REPRESENTING THE SELLER IN THIS TRANSACTION YES or NO Buyer’s initials _____/_____.
3. **Dual Agency:** Brokerage is representing both Buyer and Seller by means of written agency agreements with each of them and Designated Agency has not been chosen by the Qualifying Broker; Designated Agency is a policy that discloses to a client that the Broker representing him/her as an agent is the client’s only representative in the Brokerage. When Designated Agency is not chosen, Dual Agency is created. Prior to writing or presenting this offer, Broker must obtain written consent from the parties to act as a Dual Agent (NMAR Form 1301 - Agency Agreement – Dual).
4. **Additional Disclosures:** If applicable, check box below.
 - Buyer’s Broker has an **OWNERSHIP INTEREST IN PROPERTY**
 - Buyer’s Broker has a **CONFLICT OF INTEREST** or **MATERIAL INTEREST** (business, personal or family)

 - Buyer’s Broker knows of **ADVERSE MATERIAL FACTS** about the Property and/or Transaction

 - Buyer’s Broker has engaged a **TRANSACTION COORDINATOR:** _____.

SELLER’S BROKER DISCLOSURES:

1. **Brokerage Relationship.** _____ (“Seller’s Broker”) is working with the Seller as a:
 - Transaction Broker with a written Listing Agreement.
 - Agent with a written Listing Agreement with Agency Addendum.
 - Transaction Broker without a written Listing Agreement, but with a Compensation Agreement.
2. **Additional Disclosures:** If applicable, check box below.
 - Seller’s Broker has an **OWNERSHIP INTEREST IN PROPERTY**
 - Seller’s Broker has a **CONFLICT OF INTEREST** or **MATERIAL INTEREST** (business, personal or family)

 - Seller’s Broker knows of **ADVERSE MATERIAL FACTS** about the Property and/or Transaction _____

 - Seller’s Broker has engaged a **TRANSACTION COORDINATOR:** _____.

¹ If more space is needed, attach NMAR Form 2100 – Broker Duties Supplemental Disclosure or other disclosure.



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TRANSACTION COORDINATORS are licensed Brokers who have been engaged by the Broker as indicated above to assist the Broker in the processing of the transaction, which may include gathering information and paperwork, overseeing, and organizing contractual deadlines, communicating, and coordinating with lenders, title companies, inspectors, other Brokers, and the parties to the contract to facilitate the Closing of the transaction, and assembling the final transaction file for Closing. **TCs OWE BROKER DUTIES AS SET FORTH ON COVER PAGE 1. ATTN TCs: USE NMAR FORM 2100 TO MAKE ANY DISCLOSURES REQUIRED BY BROKER DUTIES.**

- Buyer is a New Mexico Real Estate Broker Seller is a New Mexico Real Estate Broker
 Buyer is a party to another Buyer-Broker Agreement

BUYER(S)

SELLER(S)

Buyer Signature	Printed Name	Date	Time	Seller Signature	Printed Name	Date	Time
Buyer Signature	Printed Name	Date	Time	Seller Signature	Printed Name	Date	Time

**THE FOLLOWING IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY.
BROKERS ARE NOT PARTIES TO THIS PURCHASE AGREEMENT.**

BUYER'S BROKER(S)

Buyer's Broker Name	Buyer's Broker's Qualifying Broker's Name and NMREC License No.		
Buyer's Brokerage Firm	Office Phone	Cell Phone	Email Address
Buyer's Brokerage Address	City	State	Zip Code
			Broker <input type="checkbox"/> is <input type="checkbox"/> is not a REALTOR®

Buyer's Broker Name	Buyer's Broker's Qualifying Broker's Name and NMREC License No.		
Buyer's Brokerage Firm	Office Phone	Cell Phone	Email Address
Buyer's Brokerage Address	City	State	Zip Code
			Broker <input type="checkbox"/> is <input type="checkbox"/> is not a REALTOR®

SELLER'S BROKER(S)

Sellers's Broker Name	Seller's Broker's Qualifying Broker's Name and NMREC License No.		
Seller's Brokerage Firm	Office Phone	Cell Phone	Email Address
Seller's Brokerage Address	City	State	Zip Code
			Broker <input type="checkbox"/> is <input type="checkbox"/> is not a REALTOR®

Sellers's Broker Name	Seller's Broker's Qualifying Broker's Name and NMREC License No.		
Seller's Brokerage Firm	Office Phone	Cell Phone	Email Address
Seller's Brokerage Address	City	State	Zip Code
			Broker <input type="checkbox"/> is <input type="checkbox"/> is not a REALTOR®



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1. PARTIES AND AGREEMENT

Buyer: _____ agrees to buy from

Seller: _____ and

Seller agrees to sell and convey to Buyer, in accordance with terms of this Purchase Agreement (“Agreement”) the Property described herein with Settlement/Signing date of _____.

Sole and Separate. (Check if Applicable): If Buyer or Seller is married, and a Sole and Separate Agreement is required by the title company and/or lender, the applicable party(ies) shall deliver or cause to be delivered a Sole and Separate Agreement to the Title Company identified herein within _____ days of Date from Acceptance.

2. PURCHASE PRICE. (Sum of A and B) \$ _____

A. APPROXIMATE CASH DOWN PAYMENT to be determined by lender and/or Buyer **OR** **OR CASH DUE AT CLOSING** \$ _____

B. AMOUNT OF LOAN(S) to be determined by lender and/or Buyer **OR** \$ _____

3. OFF MARKET. Unless otherwise agreed to in writing, as of the Date of Acceptance, Seller shall take the Property off the market until termination of this Agreement or default by Buyer which is not waived by Seller, whichever occurs first (“Off Market”). While Off Market, Seller shall not accept any other offer to sell the Property, **except a Back-Up Offer**. Notwithstanding the foregoing, if the Property was marketed through the MLS, the listing is subject to MLS Rules.

4. TIME OFF MARKET (“TOM”) FEE. This paragraph to be used **ONLY IF** Buyer **will be compensating** Seller for taking the Property Off Market. In the event of Closing, the TOM fee SHALL NOT be refunded to Buyer or applied to Purchase Price, down payment, and/or Closing Costs. As compensation, Buyer shall deliver to Seller \$ _____ in the form of Check Cash Other _____, no later than _____ days from Date of Acceptance. In the event of termination of this Agreement, Seller shall retain the entirety of the TOM Fee. Buyer’s failure to timely deliver the TOM Fee shall be considered a default of this Agreement. NMAR Form 2104(A) – Time-Off-Market Fee/Earnest Money Information Sheet and NMAR Form 2104(B) - Receipt for Time Off Market.

5. EARNEST MONEY. Buyer shall deliver \$ _____ Earnest Money in the form of Check Cash Note Wire Transfer of Funds Other _____ to the Title Company identified herein no later than _____ days from **Date of Acceptance** **OR** **if Buyer has no objections to inspections, the Objection Deadline in Para. 21** **or if Buyer has objections to inspections, the date the parties reach Resolution** **OR** **OTHER** _____. Earnest Money shall be applied to the Purchase Price, down payment, and/or Closing Costs upon the Funding Date. If the lender prohibits the credit of any portion of the Earnest Money towards the Purchase Price, down payment and/or Closing Costs, the Earnest Money or applicable portion thereof shall be refunded to Buyer after Closing. Buyer’s failure to timely deliver the Earnest Money shall be considered a default of this Agreement.



BUYER WARRANTS THEY HAVE VIEWED THE PROPERTY AS FOLLOWS:

- IN PERSON**
- REMOTELY VIA A VIDEO AND AUDIO CALL WHILE BROKER OR OTHER THIRD PARTY VIEWS THE PROPERTY IN-PERSON. NMAR Form 1505 – Remote Viewing and Sight Unseen**
- BY REVIEWING A RECORDED VIDEO(S) AND/OR PHOTOGRAPH(S). NMAR Form 1505**

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6. PROPERTY.

A. DESCRIPTION.

Address (Street, City, State, Zip Code) _____

Legal Description _____

or see metes and bounds or other legal description attached as Exhibit _____, _____ County(ies), New Mexico. An incomplete or inaccurate legal description of the Property shall not render this Agreement invalid; the legal description shall be completed or corrected to meet the requirements of the Title Company issuing the title policy.

Gross Receipts Tax (GRT) Location Code: _____ (To be completed by Broker).

B. TYPE: Site built Manufactured housing Modular Off-site built Other: _____
_____ . NMAR Form 2305 – Information Sheet - Manufactured Housing.

C. OTHER RIGHTS. Seller shall convey to Buyer all existing wind, solar, water and mineral rights (“Other Rights”) appurtenant to the Property. Seller makes NO warranties as to the existence of Other Rights. **TO SELLER:** If Seller is retaining any/all Other Rights, Seller should NOT sign this offer and should consult qualified legal counsel. **TO BUYER:** Other Rights previously severed from the Property and owned by third persons would not convey to Buyer by way of this Agreement. Buyer should consult qualified legal counsel to determine what Other Rights, IF ANY, Buyer is acquiring, to understand how non-conveyance of Other Rights may affect Buyer, and to ensure Other Rights that will convey are properly transferred at Closing.

D. FIXTURES, APPLIANCES AND PERSONAL PROPERTY. Items not otherwise addressed below are governed by the definitions of “Fixture” and “Personal Property” in the Definitions Paragraph.

i. FIXTURES. Unless otherwise excluded herein, the Property shall include all Fixtures, free of all liens, including, but not limited to, the below Fixtures **if such Fixtures exist on the Property at the time Buyer submits his offer.**

- | | | |
|---|--|---|
| • Attached fireplace grate(s) & screen(s) | • Dishwasher(s) | • Smoke Alarm(s) (if owned by Seller) |
| • Attached floor covering(s) | • Fire Alarm(s) (if owned by Seller) | • Solar Power System(s)/Panels (If leased by Seller, lien may exist) |
| • Attached mirror(s) | • Garbage disposal(s) | • Sprinkler(s)/irrigation equipment |
| • Attached outdoor lighting & fountain(s) | • Garage door opener(s) | • Storm window(s) & door(s) |
| • Attached pot rack(s) | • Heating system(s) | • TV antenna(s) & satellite dish(es) |
| • Attached window covering(s) & rod(s) (NOT including curtains, unless otherwise indicated below) | • Landscaping | • TV Wall Mounts (NOT including TVs, unless otherwise indicated below) |
| • Awning(s) | • Light fixture(s) | • Ventilating & air conditioning system(s) |
| • Built in/attached speaker(s) & subwoofer(s) | • Mailbox(es) | • Water conditioning/filtration /water softener/purification system(s) (if owned by Seller) |
| • Built-in Murphy bed(s) (INCLUDING mattress) | • Outdoor plant(s) & tree(s) (other than those in moveable containers) | • Window/door screen(s) |
| • Ceiling fan(s) | • Oven(s) | |
| • Central vacuum, to include all hoses & attachments | • Pellet, wood-burning or gas stove(s) | |
| | • Range(s) | |
| | • Security Systems(s) – ALL components (if owned by Seller) | |

ii. PERSONAL PROPERTY. The following existing Personal Property, if checked, shall remain with the Property, shall be the actual Personal Property that is present as of the date Buyer submits his offer, shall not be considered part of the premises and shall be transferred with no monetary value, free and clear of all liens and encumbrances. **PERSONAL PROPERTY LISTED IN THE MLS LISTING IS NOT INCLUDED IN THIS PURCHASE AGREEMENT UNLESS INCLUDED BELOW.**



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- | | | |
|---|---|---|
| <input type="checkbox"/> Unattached window covering(s) | <input type="checkbox"/> Freestanding Range(s) | <input type="checkbox"/> Satellite receiver(s) with access cards (if owned by Seller and if transferable) |
| <input type="checkbox"/> Audio component(s) | <input type="checkbox"/> Kitchen Refrigerator(s) | <input type="checkbox"/> Unattached fireplace grate(s) |
| <input type="checkbox"/> Video component(s) | <input type="checkbox"/> Other Refrigerator(s) | <input type="checkbox"/> Unattached fireplace screen(s) |
| <input type="checkbox"/> Decorative mirror(s) above bath vanities | <input type="checkbox"/> Garage door remote(s) # _____ | <input type="checkbox"/> Unattached outdoor fountain(s) & equipment |
| <input type="checkbox"/> Dryer(s) | NOTE: If the number of garage door opener remote(s) is left blank, Seller's obligation shall be no more than one working remote. | <input type="checkbox"/> Unattached outdoor lighting |
| <input type="checkbox"/> Washer(s) | <input type="checkbox"/> Storage Shed(s) | <input type="checkbox"/> Hot Tub(s) |
| <input type="checkbox"/> Freezer(s) | <input type="checkbox"/> OTHER _____ | <input type="checkbox"/> Pool & spa equipment including any mechanical or other cleaning system(s) |
| <input type="checkbox"/> Microwave(s) | _____ | |
| <input type="checkbox"/> TV(s) | _____ | |

If the property contains more than one of an item checked, ALL of those items present at the time of Buyer's offer shall remain unless otherwise excluded.

iii. EXCLUSIONS. The following items are excluded from the sale: _____

7. CASH, LOAN OR SELLER FINANCING.

⚠ ATTENTION BUYER ⚠

Buyer shall not change any of the following without Seller's approval: 1) the means of payment (cash, loan or seller financing); 2) the lender identified in the Pre-Qualification Letter; or 3) the loan-program type identified in the Pre-Qualification Letter. Seller's approval SHALL NOT BE unreasonably withheld. Upon Seller's approval, the parties shall execute an addendum to this Agreement that sets forth the change and addresses the disposition of Earnest Money should Buyer be unable to close as a result of the change in payment type, lender or loan program. If Earnest Money disposition is not addressed in the addendum, the Earnest Money shall be refunded to Buyer in all circumstances except the following: Buyer changed to a loan and did not provide a Rejection Letter in accordance with this paragraph.

- A. CASH PURCHASE** - Buyer shall purchase the subject Property for Cash and certifies that funds are:
- Readily available
 - Contingent on the Closing of a cash-out refinance
 - Other _____
- No later than _____ days after the Date of Acceptance, Buyer shall provide Seller with verification of funds and proof satisfactory to Seller that Buyer has in Buyer's possession or control, the funds necessary to complete the transaction. Failure of Buyer to timely deliver proof of funds shall be considered a default of this Agreement. In the event of Buyer's default, Earnest Money, if delivered, shall shall not be refunded to Buyer.
- B. LOANS.** This Agreement is contingent upon Buyer's ability to obtain a loan(s) on or before the Settlement/Signing Date in the amount stated above in Para. 2(B) of the following type: Conventional FHA VA NMMFA Other: _____
- i. Buyer has made written application for a loan, or shall make written application for a loan no later than _____ days from the Date of Acceptance.
 - ii. Buyer shall provide Seller with a Pre-Qualification Letter from a lender no later than _____ days from the Date of Acceptance. **PRE-QUALIFICATION LETTER MUST STIPULATE THE FOLLOWING:**
 - a. That a written loan application has been made;
 - b. That a credit report has been obtained and reviewed by a lender;
 - c. That a pre-qualification has been secured from the same lender;
 - d. The loan type, as set forth in this paragraph; and





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- e. That financing equal to the loan amount provided herein, if a specific amount stipulated in Para. 2(B) is available to complete the transaction by the Settlement/Signing Date, subject to contingencies provided for in this Agreement and underwriting approval.
Buyer’s failure to deliver a Pre-Qualification Letter to Seller within the time frame stipulated shall be considered a default of this Agreement.
- iii. Buyer shall cooperate and act in good faith in obtaining final approval for the loan as outlined in the Pre-Qualification Letter. In the event the lender determines Buyer will not qualify for the loan on or before the Settlement/Signing Date, Buyer shall deliver to Seller a written rejection letter from the lender (“Rejection Letter”) no later than 11:59 p.m. _____ days before the Settlement/Signing Date OR if not otherwise indicated, not later than 11:59 p.m. **three (3) days** before the Settlement/Signing Date. In the event Buyer does not deliver the Rejection Letter within the timeframe set forth in this paragraph, Buyer shall forfeit his Earnest Money to Seller. Notwithstanding any other provision of this Agreement, Buyer shall **NOT** be afforded an Opportunity to Cure if Buyer fails to timely deliver a Rejection Letter. For purposes of only this paragraph, days are calculated as calendar days, and there shall be NO extension of time when the deadline falls on a weekend day or a legal holiday. The definition of "days" for all other provisions of this Agreement is set forth in the Definitions Paragraph.
- iv. **SELLER FINANCING.** The approximate balance of \$ _____ shall be financed by Seller and shall be secured by: Real Estate Contract Mortgage Deed of Trust. Terms and conditions of the applicable instrument shall be attached as an addendum. For a Real Estate Contract, attach NMAR Form 2402 - Real Estate Contract Addendum to Purchase Agreement. For a Mortgage or Deed of Trust, attach NMAR Form 2507 - Addendum to Purchase Agreement – Seller Financing, Mortgage or Deed of Trust.

⚠ ATTENTION SELLER ⚠

Broker is not responsible for verifying authenticity/veracity of pre-qualification and/or proof of funds letters or for determining buyer’s creditworthiness.

- 8. **BUYER’S SALE, CLOSING AND FUNDING CONTINGENCY.** This Agreement is contingent upon the Closing and Funding of Buyer's property located at _____ on or before _____, _____, OR subject to any applicable Buyer's Contingency Addendum if attached:
 - A. Buyer represents that Buyer’s property is currently under contract for sale. If checked, attach NMAR Form 2503A – Buyer's Closing and Funding Addendum; OR
 - B. Buyer represents that Buyer's property is NOT yet under contract for sale. If checked, attach NMAR Form 2503 – Buyer's Sale Contingency Addendum.
- 9. **APPRAISAL.**
 - A. **APPRAISAL CONTINGENCY.** It is expressly agreed that notwithstanding any other provisions of this Agreement, the Buyer shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of Earnest Money deposits or otherwise if the Purchase Price is greater than the Appraisal. This Appraisal Contingency applies to the following:
 - i. All loan programs requiring an Appraisal; and
 - ii. Cash and seller-financed purchases if the Buyer requires an Appraisal as indicated below.
 - B. **CASH OR SELLER-FINANCED.** Buyer does does not require an Appraisal. If Buyer is requiring an Appraisal, Buyer shall select the appraiser.
 - C. **APPRAISAL DEADLINE.**
 - i. If Buyer is obtaining a loan, then no later than _____ (“Appraisal Order Deadline”), Buyer shall direct the lender in writing to order the Appraisal. Upon written request from Seller, Buyer shall provide Seller evidence of Buyer’s written direction to lender.
 - ii. If Buyer is purchasing with cash or Seller financing and is opting for an appraisal, Buyer shall order the appraisal no later than _____. (“Appraisal Order Deadline”).
 - D. **IF APPRAISED VALUE IS LESS THAN PURCHASE PRICE.** In the event the appraised value is less than the Purchase Price, Buyer shall deliver a copy of the Appraisal to Seller.
 - i. **BUYER** shall have the following options to be exercised within five (5) days from Buyer’s delivery of Appraisal to Seller (collectively “Buyer’s Options”):



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- a. Notify Seller in writing of Buyer’s election to proceed with this Agreement without regard to the amount of the appraised valuation;
- b. Negotiate a revised Purchase Price with Seller, which revised Purchase Price shall be incorporated into an addendum to this Agreement and fully executed by the parties; or
- c. Notify Seller in writing of Buyer’s intent to terminate this Agreement.
- ii. If Buyer fails to satisfy one of the Buyer’s Options within the 5-Day period, such satisfaction to include, if applicable, the parties fully executing a price-modification addendum to this Agreement, this Agreement shall automatically terminate and Earnest Money, if delivered, shall be refunded to Buyer.

E. SQUARE FOOTAGE. The appraisal contingency does not allow for termination based on a discrepancy between representations or assumptions about the square footage and the square footage as indicated in the appraisal.

10. CLOSING. *“Closing” is defined as a series of events by which Buyer and Seller satisfy all of their obligations in this Agreement. Closing is not completed until all parties have completed all requirements as stated below, as well as all other obligations under this Agreement. Any addendum of the following dates **MUST BE** in writing, and unless otherwise provided for in this Agreement, signed by both parties. The parties further acknowledge that Seller shall not receive the proceeds of sale until the Funding Date Requirements are satisfied.*

A. SETTLEMENT/SIGNING DATE: _____ On or before the Settlement/Signing date the parties shall complete the following:

- i. Sign and deliver to the responsible Closing Officer all documents required to complete the transaction and to perform all other Closing obligations of this Agreement; AND
- ii. Provide for the delivery of all required funds, exclusive of lender funds, if any, using wired, certified, or other “ready” funds acceptable to the Closing Officer.

B. FUNDING DATE (Completion of Closing): _____. On or before the Funding Date the responsible party(ies) shall make all funds available to the Closing Officer for disbursement in accordance with this Agreement. The **Funding Date Requirements** have been satisfied when:

- i. the Closing Officer has all funds available to disburse as required by this Agreement; and
- ii. the Closing Officer has recorded with the county clerk all required documents.

Seller shall provide all existing keys, security system/alarm codes, gate openers and garage door openers to Buyer once Funding Date Requirements are satisfied or as otherwise provided for in an Occupancy Agreement.

If the Buyer is obtaining a loan for the purchase of the Property, it is the **Buyer’s responsibility** to ensure that Buyer’s lender makes available to the Escrow Agent wired, certified or other “ready” funds with written instructions to disburse funds on or before the Funding Date. Unless the Buyer has provided a written rejection letter from the lender, the failure of Buyer’s lender to make funds available on or before the Funding Date shall be deemed a default of this Agreement by Buyer.

11. POSSESSION DATE.

A. Seller shall deliver possession of the Property to Buyer on the Possession Date as set forth below:

- At the time Funding Date Requirements are satisfied
- Other: _____

B. Unless otherwise agreed to in writing, upon Possession Date or the date the Property is surrendered to Buyer per a Seller Occupancy Agreement, if applicable, Seller shall have all his personal belongings and all debris and garbage removed from the Property. In the event Seller fails to remove his personal property, Buyer shall not be responsible for storage of Seller’s personal property, may dispose of Seller’s personal property in any manner Buyer deems appropriate in Buyer’s sole and unfettered discretion, and shall not be liable to Seller for the value of Seller’s personal property. In the event Seller fails to remove all debris and garbage from the Property, Seller shall be liable to Buyer for all costs associated with removal of such debris and garbage.

C. If Possession Date is other than the time the Funding Date Requirements are satisfied, then Buyer and Seller shall execute a separate written agreement outlining the terms agreed to by the parties. NMAR Form 2201- Occupancy Agreement – Buyer, NMAR Form 2202 – Occupancy Agreement – Seller, NMAR Form 6101 – Residential Rental Agreement or other agreement as applicable

D. Seller shall maintain homeowners and liability insurance on the Property through Possession Date, unless otherwise provided for in an Occupancy Agreement.

12. IRS 1031 TAX-DEFERRED EXCHANGE. Buyer Seller intends to use this Property to accomplish a 1031 Tax-Deferred Exchange. The parties shall cooperate with one another in signing and completing any documents required. The



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non-exchanging party shall bear no additional expense. Notwithstanding any other provision of this Agreement, in the event of a 1031 Exchange, this Agreement shall be assignable to a Qualified Intermediary.

13. EXAMINATION OF TITLE; LIENS; ASSESSMENTS; DEED.

- A. BUYER SELLER shall order a title commitment from _____
 “Title Company” within _____ days from the **Date of Acceptance** **Date TOM Fee is Delivered** **Date Earnest Money is Delivered**. After receipt of the title commitment and all documents referred to therein, Buyer shall have _____ days (“Review Period”) to review and object to exceptions to the title, including the Standard Exceptions (“Exceptions”) and all bonds, impact fees and assessments other than Public Improvement District assessments (collectively “Assessments”). Exceptions and Assessments shall be deemed approved unless Buyer delivers written objections to the Seller within the Review Period. If Buyer objects to Exceptions and/or Assessments and Seller is unwilling or unable to remove the Exceptions and/or Assessments before the Settlement/Signing Date, Seller shall provide written notice to Buyer within _____ days after receipt of Buyer’s objections. In this event, the following applies:
- i. **Title Exceptions.** Buyer may choose to close subject to the Exceptions, remove the Exceptions at Buyer’s expense or terminate this Agreement. If Buyer timely terminates, any Earnest Money delivered shall be refunded to Buyer.
 - ii. **Assessments.** Buyer may choose to close subject to the Assessments or to terminate this Agreement. If Buyer chooses to close, the current installment of Assessments shall be prorated through the Settlement/Signing Date and Buyer shall assume future installments. If Buyer timely terminates, any Earnest Money delivered shall be refunded to Buyer.
- B. In the event the Title Company, through no fault of Buyer or Seller, is unable to issue a Title Commitment at least _____ days prior to the Settlement/Signing Date, or if not otherwise indicated, at least **five (5) days** prior to the Settlement/Signing Date, then the Settlement/Signing Date shall automatically be extended up to _____ days, or if not otherwise indicated, up to **14 days** (“Automatic Extension”). If the Title Company is not able to issue such Commitment at least _____ days prior to the expiration of the Automatic Extension, or if not otherwise indicated at least **five (5) days** prior to expiration of the Automatic Extension, then either party may terminate this Agreement by delivering written notice to the other party, and any Earnest Money delivered by Buyer shall be refunded to Buyer. If an Automatic Extension is needed, the parties agree to execute an Extension Agreement Addendum (NMAR Form 5104 – Extension Agreement Addendum) that will reflect the new Settlement/Signing Date, but in no event shall the failure of the parties to fully execute the Extension Agreement Addendum render the Automatic Extension invalid.
- C. Seller shall satisfy any judgments and liens including, but not limited to, all mechanics’ and materialmen’s liens of record on or before the Funding Date, and shall indemnify and hold Buyer harmless from any liens filed of record after the Settlement/Signing Date which arise out of any claim related to the providing of materials or services to improve the Property as authorized by Seller or Seller’s agents, unless otherwise agreed to in writing.
- D. Seller shall convey the Property by General Warranty Deed Special Warranty Deed Other Deed (describe) _____ subject only to any matters identified in the title commitment and not objected to by Buyer as provided herein. The legal description contained in the deed shall be the same legal description contained in the title commitment and any survey required herein.



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14. COSTS TO BE PAID. Buyer or Seller, as applicable, shall pay the following marked items: **DO NOT USE THIS SECTION FOR SELLER CONCESSIONS/CREDITS TO BUYER; USE AN ADDENDUM.**

LOAN RELATED COSTS AND FEES*	Buyer	Seller	Not Required	TITLE COMPANY CLOSING COSTS	Buyer	Seller	Not Required
Appraisal Fee				Closing Fee			
Appraisal Re-inspection Fee				Pro-Rata Data Search			
Credit Report				Legal Document Preparation			
Loan Assumption /Transfer				Special Assessment Search			
Origination Charge up to: <input type="checkbox"/> \$ _____ <input type="checkbox"/> _____ %				Prior Title Policy Retrieval Fee			
Points – Buydown				Title Policy Cancellation Fee			
Points – Discount				Buyer Recording Fees			
Tax Service Fee							
Flood Zone Certification				Seller Recording Fees			
Other:				Document Processing Fees			
				Other:			
				POLICY PREMIUMS			
				Initial Title Commitment			
				Standard Owner’s Policy			
BUYER’S PREPAIDS/ESCROWS REQUIRED BY LENDER				Mortgagee’s Policy			
Flood Insurance				Mortgagee’s Policy Endorsements			
Hazard Insurance				Other:			
Interest							
PMI or MIP				Any fees charged by the title company to revise the title commitment, shall be borne by the party who necessitated the revision. In the event a third-party document necessitates the revision (e.g. survey, appraisal, etc.), the parties agree to equally split any fee charged.			
Taxes							
MANUFACTURED HOME COSTS	Buyer	Seller	Not Required	MISCELLANEOUS	Buyer	Seller	Not Required
Foundation Inspection				Survey			
Foundation Repairs				Elevation Certificate			
Re-Inspection Fees				Impact Fees			
DMV Title Transfer				Transfer Fees (HOA/COA)			
Deactivation Fees				Disclosure / Resale Certificate Fee (HOA/COA)**			
Other:				Home Warranty Plan			
Other:				Appraisal for Cash or Seller Financing			
Other:				Other:			

***Buyer shall pay all other allowed direct loan costs. **Cost of additional lender-required HOA/COA document(s) to be borne by Buyer; cost of additional title company-required HOA/COA document(s) to be borne by party paying for policy requiring document; if both policies require the document(s), the cost shall be borne by the party paying for the Owner’s Policy Premium.**

15. FIRPTA. The Foreign Investment in Real Property Tax Act of 1980 (“FIRPTA”) requires buyers who purchase real property from foreign sellers to withhold a portion of the amount realized from the sale of the real property for remittance to the Internal Revenue Service (“IRS”). In the event the seller(s) is **NOT** a foreign person, FIRPTA requires the buyer to obtain proof of the seller’s non-foreign status in order to avoid withholding requirements. Exceptions may apply. For more information, refer to NMAR Form 2304 – Information Sheet – FIRPTA & Taxation of Foreign Persons Receiving Rental Income from U.S. Property.

NOTE: BOTH 1 AND 2 BELOW MUST APPLY TO QUALIFY AS AN EXCEPTION.

FIRPTA EXCEPTION (most common): **1)** The sales price of the property is not more than \$300,000; **AND 2)** Buyer will be using the property as Buyer’s primary residence (“Exception”).



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Buyer Warrants the Exception Applies Exception Does Not Apply

In the event the above Exception to FIRPTA does not apply, then prior to or at Closing, Seller(s) shall provide to Buyer or to a Qualified Substitute (generally, the Title Company) either a Non-Foreign Seller Affidavit(s) (NMAR Form 2303) OR a letter from the IRS indicating Seller(s) is exempt from withholding. In the event Seller(s) fails to do so, Buyer shall have the right to withhold the applicable percentage of the amount realized from the sale of the Property for remittance to the IRS in accordance with IRS requirements.

16. INSURANCE CONTINGENCY/APPLICATION.

- A. APPLICATION.** Buyer shall make application for insurance within _____ days after Date from Acceptance. If Buyer fails to make application to the insurance company within the agreed time, this insurance contingency shall be deemed waived.
- B. CONTINGENCY.** Provided the Contingency Deadline as set forth herein is met, this Agreement is conditioned on the following:
 - i. Buyer’s ability to obtain a homeowner’s or property insurance quote on the Property at normal and customary premium rates; AND,
 - ii. Seller’s claim history having no impact on the Buyer’s insurance in the future.

Buyer understands that an insurance company may cancel or change the terms of a homeowner’s insurance policy/quote for any reason prior to close of escrow or within (60) days after issuance of the homeowner’s policy/quote (which generally occurs at close of escrow).

- C. CONTINGENCY DEADLINE.** The Insurance Contingency set forth herein above shall be deemed satisfied, unless within _____ days after Date of Acceptance of this Agreement, Buyer delivers written notice to Seller that one or more of the above insurance contingencies cannot be satisfied along with documentation from the insurance provider stating the same (“Contingency Deadline”). In the event Buyer delivers such notice and documentation to Seller by the Contingency Deadline, the Purchase Agreement shall terminate and the Earnest Money, if delivered, shall be refunded to Buyer.

17. SURVEYS OR IMPROVEMENT LOCATION REPORT (“ILR”). Buyer has the right to have performed the survey or ILR selected below or the right to accept an existing one. Unless otherwise agreed in writing, the party paying for the survey or ILR, as indicated herein, shall select the surveyor and order the survey or ILR.

- Improvement Location Report Staked Boundary Survey American Land Title Association Survey (ALTA)
 Other: _____

Selected ILR or Survey to include Flagged Corners, if located Flood Plain Designation

- A. DELIVERY DEADLINE:** Survey or ILR shall be delivered to Buyer(s) no later than: _____ or _____ days from Date of Acceptance. **NOTE:** Delivery Deadline only applies **IF** Seller is delivering the survey or ILR to Buyer; it does **NOT** apply if Buyer is ordering the survey or ILR.
- B. OBJECTION DEADLINE:** Objections to be delivered to Seller(s) no later than: _____ or _____ days from Date of Acceptance.
- C. RESOLUTION DEADLINE:** Parties to reach Resolution no later than: _____ or _____ days from Date of Acceptance.
- D. OBJECTION/RESOLUTION/TERMINATION:** Para. 21(H) shall further govern Buyer’s right to object to the survey or ILR performed and resolution of Buyer’s objections.

18. DISCLOSURES AND DOCUMENTS. Check all that apply.

- A. LEAD BASED PAINT (“LBP”) (FOR PROPERTIES BUILT BEFORE 1978).** If available, attach fully-executed NMAR Form 5112 – Lead Based Paint Addendum to Purchase Agreement. If unavailable, **fully-executed NMAR Form 5112 – Lead Based Addendum must be attached to this Agreement PRIOR TO full execution.** NMAR Form 2315 – Information Sheet - LBP RRPP
- B. PUBLIC IMPROVEMENT DISTRICT (“PID”).** Seller may **NOT** accept an offer from Buyer until specific PID disclosures have been made to Buyer. NMAR Form 4500 – Information Sheet - Public Improvement District. Buyer(s) hereby acknowledges receipt of the PID Disclosure on the Property.



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- C. **HOMEOWNERS’ (“HOA”) OR CONDOMINIUM (UNIT) OWNERS’ ASSOCIATION (“COA”)**. Seller shall provide Buyer with specific documents pertaining to the Property and HOA and/or COA, as applicable. For HOAs, see NMAR Form 4600 – Information Sheet - HOA, NMAR Form 4650 – Seller’s Disclosure of HOA Documents and NMAR Form 4700 - HOA Request for Disclosure Certificate. For COAs, see NMAR Form 2302 – Addendum to Purchase Agreement Residential Resale Condominiums, 2302A – Resale Certificate for COAs and NMAR Forms 2355 and 2356 – Information Sheets on COAs.
- D. **PROPERTY TAX DISCLOSURE.** NMAR Form 3275 - Information Sheet - Estimated Property Tax Levy Disclosure
 Buyer(s) hereby acknowledges receipt of the Estimated Property Tax Levy; **OR**
 Buyer(s) hereby acknowledges that the Estimated Property Tax Levy on the Property is not readily available and does hereby waive the right to receive the Estimated Property Tax Levy.
- E. **SEPTIC SYSTEM.** If checked, attach NMAR Form 5120A – Septic System Contingency Addendum. The transfer of the Property is subject to regulations of the New Mexico Environment Department governing on-site liquid waste systems, which includes the requirement that Seller have an inspection conducted by a licensed septic system evaluator prior to transfer. **Seller shall deliver existing septic permit to Buyer no later than five (5) days from Date of Acceptance.** NMAR Form 2308 – Information Sheet - Septic Systems.
- F. **WELLS.** Private Domestic Well Shared Domestic Well Irrigation Well Other _____.
Transfer of Property with a well is subject to the regulations of the New Mexico Office of the State Engineer, which includes the requirement that the State Engineer’s Office be notified when a well changes ownership. NMAR Form 2307 – Information Sheet - Water Rights & Domestic Wells
- G. **TENANT(S) OCCUPYING PROPERTY AFTER CLOSING.** If checked, attach NMAR Form 2106 - Tenant-Occupied Property Addendum - Seller’s Certificate. If not checked, Seller warrants that the tenant of the Property, if any, shall vacate the Property by the Funding Date.
- H. **SOLAR PANELS.** If a solar panel system is subject to a lease, loan, or a Power Purchase Agreement (“PPA”) that neither party will satisfy on or before Closing, attach NMAR Form 5125 - Solar Panel Contingency. NMAR Form 5130 - Information Sheet - Solar System Panel.
- I. **MISCELLANEOUS DISCLOSURES/PRORATIONS.** Seller shall disclose the following:
 - i. All applicable Property specific fees, lease agreements, private memberships and/or association fees or dues, taxes and contract service agreements, all of which are to be prorated by the Title Company through Settlement/Signing Date; and;
 - ii. Any equipment rental or contract service agreement (e.g. alarm system, satellite system, propane tank (to include any remaining propane gas therein), private refuse collection, road maintenance, etc.), which shall be handled directly between the Buyer and Seller; the Title or Escrow Company shall not be responsible for proration thereof.

J. DOCUMENT DEADLINES.

DOCUMENTS	DELIVERY DEADLINE	OBJECTION DEADLINE	RESOLUTION DEADLINE
NMAR Form 1110 - Property Disclosure Statement (Adverse Material Facts).			
Road Documents			
Water Rights Documents			
Well Documents: (Including well permit, well log, shared well agreement and Change of Ownership Information notification.)			
Accompanying Documents to NMAR Form 2106 - Tenant-Occupied Property Addendum			
Permits			
HOA Documents			
NMAR Form 4700 - HOA Disclosure Certificate or NMAR Form 2302A – Resale Certificate from Condominium Association.		_____ Date Buyer has no less than seven (7) days from receipt of the HOA Disclosure Certificate to object	
Covenants, Condition and Restrictions (CCRs) – Restrictive covenants			



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Solar Power System/Panels Documents - NOT to be completed if NMAR Form 5125 – Solar Panel System Loan/Lease Assumption Contingency Addendum is attached.			
Miscellaneous Disclosures (Para.18(I))			
Other:			

MANUFACTURED HOUSING

NMAR Form 2700 - Seller's Disclosure of MH			
Structural Engineer Inspection			
FHA Inspection			
Foundation Installation			
MH Division Permanent Foundation Permit			

Buyer's failure to timely object or terminate this agreement based on an above document shall be deemed a waiver of Buyer's right to object or terminate based on the above document; it shall not be considered a Default.

19. SELLER'S DUTY TO DISCLOSE. Seller shall disclose to Buyer any Adverse Material Facts known to them about the Property and shall have an ongoing obligation up until, and including, the Settlement/Signing Date to disclose any newly discovered Adverse Material Facts. In the event that Seller discloses newly discovered Adverse Material Facts after Seller's initial Property Disclosure Statement is delivered, Buyer's Objection Deadline for the newly disclosed Adverse Material Facts shall be three (3) days from Buyer's receipt of the disclosure(s) and the Resolution Deadline shall be six (6) days from Buyer's receipt of the disclosure(s). Failure of Buyer to timely make objections to the newly disclosed Adverse Material Facts shall constitute a waiver of Buyer's right to object or terminate based on that newly disclosed Adverse Material Fact. Notwithstanding the foregoing, Seller shall have NO obligation to inspect the Property for the Buyer's benefit or to repair, correct or otherwise cure known Adverse Material Facts that are disclosed to Buyer or unknown Adverse Material Facts that are discovered by Buyer's inspections. Adverse Material Facts do not include facts exempt from the requirement of disclosure under 47-13-2 NMSA 1978. NMAR Form 1110 – Property Disclosure Statement (Adverse Material Facts).

20. BUYER'S INVESTIGATION OF SURROUNDING AREA. Buyer warrants that prior to entering into this Agreement they have thoroughly investigated the neighborhood and the areas surrounding the property to include, but not be limited to, investigation of the following: the existence of registered sex offenders or other persons convicted of crimes that may reside in the area; and the presence of any structures located, businesses operating or activities conducted in the area that, in Buyer's opinion, affects the value and/or desirability of the property. **By entering into this Agreement, Buyer represents they are satisfied with the neighborhood and surrounding areas and agrees that any issue regarding the surrounding area will NOT serve as grounds for termination of this Agreement.**

21. INSPECTIONS. The parties are encouraged to employ competent and, where appropriate, licensed professionals to perform all agreed upon inspections of the property.

A. BUYER DUTIES AND RIGHTS.

- i. BUYER'S DILIGENCE, ATTENTION AND OBSERVATION.** Buyer has the following affirmative duties:
 - a. To conduct all due diligence necessary to confirm all material facts relevant to Buyer's purchase;
 - b. To assure themselves that the Property is exactly what Buyer is intending to purchase;
 - c. To become aware of the physical condition of the Property through their own investigation and observation;
 - d. To investigate the legal, practical and technical implications of all disclosed, known or discovered facts regarding the Property; and
 - e. To thoroughly review all written reports provided by professionals and discuss the results of such reports and inspections with the professionals who created the report and/or conducted the inspection.
- ii. RIGHT TO CONDUCT INSPECTIONS.** NMAR Form 2316 – Information Sheet - Home Inspections. The Buyer is advised to exercise all their rights under and in accordance with this Agreement to investigate the Property. Unless otherwise waived, Buyer(s) may complete any and all inspections of the Property that they deem necessary. These inspections may include, but are not limited to, the following: home, electrical,



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heating/air conditioning, plumbing, roof, structural, lead-based paint (including risk assessment, paint inspection or both), well equipment (pumps, pressure tanks, lines), well potability tests, well water yield tests, pool/spa/hot tub equipment, wood-destroying insects, dry rot, radon, mold, square foot measurement, sewer line inspections, septic inspections, ductwork, phase one environmental and soil tests. Notwithstanding the foregoing, Buyer shall not conduct or allow any invasive testing or inspections that cause damage to the Property without the Seller’s prior written consent, which consent may be withheld in Seller’s sole and unfettered discretion. This right to conduct inspections does NOT permit the Buyer to conduct invasive inspections that cause damage to the Property.

iii. SQUARE FOOTAGE. BUYER IS AWARE THAT ANY REFERENCE TO THE SQUARE FOOTAGE OF THE IMPROVEMENTS ON THE PROPERTY IS APPROXIMATE. IF SQUARE FOOTAGE IS A MATERIAL MATTER TO THE BUYER, THE BUYER SHALL INVESTIGATE THE SQUARE FOOTAGE DURING THE INSPECTION PERIOD.

B. WAIVER OF INSPECTIONS. If Buyer intends to waive all or any inspections, attach NMAR Form - 5140 - Inspection and Observation Waiver Addendum.

C. BUYER’S ENTRY. Seller shall provide reasonable access to Buyer and Buyer’s inspectors. Buyer shall return the Property to the condition it was in prior to any entry, test and/or inspection by Buyer. Buyer shall be liable to Seller for any damages that occur to the Property as a result of any inspection conducted by Buyer, their agents, inspectors, contractors and/or employees (collectively “Buyer’s Agents”) and Buyer agrees to hold Seller harmless, indemnify and defend Seller from any and all claims, liabilities, liens, losses, expenses (including reasonable attorneys’ fees and costs), and/or damages arising out of or related to any entry, inspections and/or tests conducted by Buyer or Buyer’s Agents. **BUYER AND BUYER’S AGENTS ARE NOT PERMITTED ON THE PROPERTY WITHOUT PRIOR NOTIFICATION TO AND APPROVAL BY SELLER OR SELLER’S BROKER.**

D. AVAILABILITY OF UTILITIES FOR INSPECTIONS.

Buyer Seller shall be responsible for paying any charges required by the utility companies to have utilities turned on for inspection purposes. Notwithstanding the foregoing, Buyer shall not be obligated to pay unpaid utility bills, and unless otherwise agreed to in writing, neither party shall be obligated to alter the Property so as to conform with city or county building codes. **IF UTILITIES ARE ON AS OF THE DATE OF ACCEPTANCE, SELLER SHALL MAINTAIN UTILITIES THROUGH POSSESSION DATE OR DATE OTHERWISE STATED IN AN OCCUPANCY AGREEMENT.**

E. INSPECTOR SELECTION. Unless otherwise provided for in this agreement, Buyer shall have the right to select all inspectors and order all inspections EVEN IF Seller has agreed to pay for the inspection(s).

F. PAYMENT OF INSPECTIONS. Buyer shall pay for all inspections except the following, which shall be paid by Seller: _____

G. INSPECTION DEADLINES. Unless otherwise provided for in this Agreement, the following applies:

i. Delivery Deadline: Inspection reports and/or documents to be delivered no later than: _____ or _____ days from Date of Acceptance. **NOTE:** Delivery Deadline only applies **IF** Seller is responsible for ordering a report/document; it does **NOT** apply if Buyer is ordering the report/document. If Seller is responsible for ordering a report/document and Buyer does not receive the report/document by the Delivery Deadline, the parties may agree to extend all applicable deadlines or Buyer may elect to terminate this Agreement and receive a refund of any Earnest Money delivered.

ii. Objection Deadline: Buyer’s Objections to be delivered to Seller(s) no later than: _____ or _____ days from Date of Acceptance.

iii. Resolution Deadline: Parties to reach a Resolution no later than: _____ or _____ days from Date of Acceptance.

H. OBJECTIONS/RESPONSE/RESOLUTION/TERMINATION. If Buyer has objections to any issue or condition discovered by Buyer’s own observations and/or investigation of the Property or disclosed by any survey or ILR, document, and/or inspection, **then no later than the applicable Objection Deadline**, Buyer may OBJECT and request that Seller cure the issue/condition or Buyer may TERMINATE this Agreement. Buyer’s objections or termination must be in writing. Buyer’s failure to timely object or terminate shall be deemed a waiver of Buyer’s right to object or terminate and of the applicable contingency; it shall not be considered a Default. If Buyer is responsible for ordering an inspection,



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survey or document and fails to do so in time to object or terminate by the Objection Deadline, Buyer’s failure to receive the report, survey or document may not be used as rationale for not timely terminating or objecting.

- i. **OBJECTIONS.** NMAR Form 5141 – Notice of Objection
 - a. **Making Objections to Document/Survey.** If Buyer **OBJECTS** to an item on a document, video or survey/ILR, Buyer shall produce with his objection(s) a copy of the **ENTIRE** document, video or survey/ILR on which Buyer's objection(s) is based.
 - b. **Making Objections to Inspections:** If Buyer **OBJECTS** to an item on an inspection report, Buyer shall produce with his objection(s) **ONLY the SECTION(S)** of the report on which Buyer’s objection(s) is based and **AGREES NOT TO SEND Seller the entire inspection report, unless requested by Seller in writing.**
 - c. **If Buyer is making a request only for a monetary concession (price modification or seller concession), Buyer shall not include a copy of the report or any portion thereof unless requested by Seller in writing.**
 - d. **Provided Buyer has received an inspection report, then upon Seller’s written request for the entire inspection report, Buyer shall provide said inspection report(s) within three (3) days from Seller’s written request. Buyer shall provide said inspection report to Seller without payment or other compensation.**
 - e. **Once Buyer makes objections, Buyer may NOT withdraw their objections for the purpose of terminating this Agreement until Seller has responded.** Once Seller responds, Buyer may terminate the Agreement UNLESS Seller has agreed to cure all the Buyer’s objections in the manner requested by Buyer. If in Seller’s response, Seller agrees to cure all of the Buyer’s objections in the manner requested by Buyer, the parties are obligated to execute a Resolution Addendum reflecting that agreement. Notwithstanding the foregoing, at any point prior to the Resolution Deadline, Buyer may withdraw their unresolved objections for the purpose of proceeding to Closing with the understanding that Seller will not be responsible for repairing or otherwise remedying those objections for which Resolution has not been reached. NMAR Form 5144 – Notice of Buyer’s Withdrawal of Unresolved Objections.
- ii. **RESPONSE/NEGOTIATION.**
 - a. In response to Buyer’s Notice of Objection, Seller shall do one of the following: agree to cure Buyer’s objections as requested, provide an alternative cure for Buyer’s objections, or refuse to cure Buyer’s objections.
 - b. Seller may not terminate this Agreement based on the fact that Buyer made objections. **If in Seller’s initial response, Seller does not agree to cure ALL of Buyer’s objections in the manner requested by Buyer, then Buyer may elect to terminate this Agreement and receive a refund of any Earnest Money delivered.**
 - c. If Buyer does not agree with Seller’s Response, Buyer may create their own Response outlining Buyer’s desired cure – **NMAR Form 5142 - Response to Notice of Objection.**
- iii. **RESOLUTION.**
 - a. Once the parties have negotiated an agreement to Buyer’s objections, the parties shall complete a Resolution Addendum, which Resolution Addendum shall set forth the parties agreement - **NMAR Form 5143 - Resolution Addendum. If Buyer is obtaining a loan, Buyer is advised to discuss terms of the Resolution Addendum with their lender BEFORE executing the Resolution Addendum, as changes to the Purchase Agreement as set forth in the Resolution Addendum may impact Buyer’s loan.**
 - b. In the event Seller agrees to complete any repairs prior to Closing, Seller shall complete the repairs no later than _____ days prior to Settlement/Signing Date (“Repair Completion Deadline”). **Unless otherwise noted by Buyer in their objections, all repairs to be completed by the appropriately licensed professional and copies of all repair invoices, which shall include vendor contact information and license number, shall be provided to Buyer on or before the Pre-Closing Walk-Through.**
 - c. If the parties are unable to reach a Resolution by the Resolution Deadline, then Buyer shall have two (2) days from the Resolution Deadline to provide written notification to Seller that Buyer is withdrawing all objections on which the parties have not come to Resolution (NMAR Form 5144 – Notice of Buyer’s Withdrawal of Unresolved Objections). If Buyer does NOT withdraw unresolved objections within two (2) days from the Resolution Deadline, then **THIS AGREEMENT SHALL TERMINATE** and Earnest Money, if delivered, shall be refunded to Buyer. Notwithstanding the foregoing, Buyer’s withdrawal of all unresolved objections prior to the Resolution Deadline or within the two (2) days following the Resolution Deadline constitutes Resolution. **NMAR Form 5144 - Notice of Buyer’s Withdrawal of Unresolved Objections.**
- iv. **TERMINATION.** NMAR Form 5105 – Termination Agreement. If Buyer elects to **TERMINATE** this Agreement without requesting Seller to cure any objections, **Buyer AGREES THAT THEY WILL NOT SEND a copy of the document, survey and/or inspection report on which Buyer’s Termination Agreement is based unless requested by Seller in writing. Provided Buyer has received an inspection report, then upon Seller’s written**



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request for a copy of the document, survey and/or inspection report, Buyer shall provide said document, survey or report within three (3) days from Seller’s written request. Buyer shall provide said inspection report to Seller without payment or other compensation. If Buyer timely elects to terminate, Earnest Money, if delivered, shall be refunded to Buyer.

22. TERMINATION AND DISTRIBUTION OF EARNEST MONEY. If this Agreement terminates in accordance with the terms of this Agreement, the parties shall execute a NMAR Form – 5105 - Termination Agreement, and in the event Earnest Money has been delivered to a Title Company/Escrow Agent, the parties shall execute a NMAR Form 5105B - Earnest Money Consent to Distribution that provides for distribution of the Earnest Money in accordance with the terms of this Agreement.

23. SERVICE PROVIDER RECOMMENDATIONS. If Broker(s) recommends a builder, contractor, escrow company, title company, pest control service, appraiser, lender, attorney, accountant, home inspection company or home warranty company or any other person or entity to Seller or Buyer for any purpose, such recommendation shall be independently investigated and evaluated by Seller or Buyer, who hereby acknowledges that any decision to enter into any contractual arrangement with any such person or entity recommended by Broker shall be based solely upon such independent investigation and evaluation.

24. HOME WARRANTY CONTRACT. Buyer is advised to investigate the various home warranty plans available for purchase. The parties acknowledge that different home warranty plans have different coverage options, exclusions, limitations and service fees and most plans exclude pre-existing conditions. Neither the Seller nor the Broker is responsible for home warranty coverage or lack thereof. The parties acknowledge that a home warranty service contract provider may conduct an inspection of the Property but does not always do so.

A. A Home Warranty Plan shall be ordered by Buyer Seller to be issued by _____ at a cost not to exceed \$ _____ (Cost to be paid by party indicated in Costs to be Paid grid) or

B. Buyer declines the purchase of a Home Warranty Plan.

25. DISCLAIMER. The Property is sold in its current condition including, but not limited to, the nature, location, amount, sufficiency or suitability of the following: current or future value; future income to be derived therefrom; current or future production; condition; size; location of utility lines; location of sewer and water lines; availability of utility services or the possibility of extending improvements (paving, sewer, water, utilities, access) to the Property; easements with which the Property is burdened or benefited; lot boundaries; adjacent property zoning; physical and legal access; soil conditions; permits, zoning, or code compliance; lot size or acreage; improvements or square footage of improvements; and water rights. **Broker has not investigated and is not responsible for the forgoing aspects of the Property, among which lot size, acreage, and square footage may have been approximated, but are not warranted as accurate.** Buyer shall have full and fair opportunity to inspect and judge all aspects of the Property with professional assistance of Buyer’s choosing prior to settlement. Buyer and Seller acknowledge that Brokers’ only role in this transaction is to provide real estate advice to Broker’s respective client and/or customer and real estate information to the parties. For all other advice or information that may affect this transaction including, but not limited to, financial and legal advice, the parties shall rely on other professionals.

26. MAINTENANCE. Until the Possession Date, Seller shall maintain the Property and all aspects thereof including, but not limited to, the following: heating; air conditioning; electrical; roofs; solar; septic systems; well and well equipment; gutters and downspouts; sprinklers; plumbing systems, including the water heater; pool and spa systems; appliances; and other mechanical apparatuses. **IF UTILITIES ARE ON AS OF THE DATE OF ACCEPTANCE, SELLER SHALL MAINTAIN UTILITIES THROUGH POSSESSION DATE (Para. 11) OR DATE OTHERWISE STATED IN AN OCCUPANCY AGREEMENT. IT IS THE BUYER’S RESPONSIBILITY TO ARRANGE TO TRANSFER UTILITIES INTO BUYER’S NAME ON POSSESSION DATE OR DATE OTHERWISE STATED IN AN OCCUPANCY AGREEMENT.** Seller shall deliver the Property, all of the foregoing, and all other aspects thereof to Buyer in the same condition as of the Date of Acceptance, reasonable wear and tear excepted. The following items are specifically excluded from the above:

27. PRE-CLOSING WALK-THROUGH. Within _____ days prior to Settlement/Signing Date, Seller shall allow reasonable access to conduct a walk-through of the Property for the purpose of satisfying Buyer that any corrections or repairs agreed to by the Seller have been completed, warranted items are in working condition and the Property is in the same condition as on the Date of Acceptance, reasonable wear and tear excepted. NMAR Form 5110 - Walk-Through Statement. Notwithstanding



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the foregoing, if the Property is not in the same condition as of the Date of Acceptance due to fire or other causality, see Risk of Loss Paragraph.

- 28. RISK OF LOSS.** Prior to the Funding Date, Seller shall bear the risk of fire or other casualty. In the event of loss, Seller shall provide Buyer written notification of the loss and indicate if insurance coverage is available for the loss within **three (3) days** from loss (“Seller’s Notification”). Buyer shall have the following options to be exercised within **three (3) days** from Seller’s Notification: Buyer may terminate this Agreement and receive a refund of all Earnest Money delivered; or Buyer may elect to delay their decision until they receive written notification from Seller of the amount of insurance proceeds available (“Insurance Notification”). In the event Buyer elects to first receive the Insurance Notification, Seller shall work diligently with their insurance company to determine the amount of coverage and Buyer shall have **three (3) days** from receipt of Insurance Notification to: 1) terminate this Agreement and receive a refund of all Earnest Money delivered, or 2) to close and receive an assignment of Seller’s portion of the insurance proceeds at the Funding Date. If at any point Buyer fails to timely notify Seller of Buyer’s election, Buyer shall be deemed to have elected to proceed to Closing and receive an assignment of insurance proceeds, if any. The parties agree that the Closing date shall automatically be extended as necessary to allow Buyer time to exercise their rights under this paragraph.
- 29. CONSENT TO THE ELECTRONIC TRANSMISSION OF DOCUMENTS AND TO THE USE OF ELECTRONIC SIGNATURES.** The parties do do not consent to conduct any business related to and/or required under this Agreement by electronic means including, but not limited to, the receipt of electronic records and the use of electronic signatures. Subject to applicable law, electronic signatures shall have the same legal validity and effect as original handwritten signatures. Nothing herein prohibits the parties from conducting business by non-electronic means. If a party has consented to receive records electronically and/or to the use of electronic signatures, that party may withdraw consent at any point in the transaction by delivering written notice to the other party.
- 30. ASSIGNMENT.** Buyer may may not sell, assign or transfer the Buyer’s rights or obligations under this Agreement, or any interest herein. In the event of a Buyer’s Assignment, Buyer expressly acknowledges and agrees that notwithstanding language to the contrary in any assignment, Buyer shall remain liable under this Purchase Agreement and perform all of the condition and obligations in this Purchase Agreement.
- 31. HEIRS AND ASSIGNS.** This Agreement shall apply to, be binding upon and enforceable against and inure to the benefit of the parties hereto and their respective representatives, successors, permitted assigns, heirs and estates.
- 32. DEFINITIONS.** The following terms as used herein shall have the following meanings:
- A. APPRAISAL:** current estimated market value of the Property as determined by a licensed real estate appraiser. If Buyer is obtaining a loan, the term refers to an appraisal conducted by an appraiser approved by the lender.
 - B. BROKER:** includes the Buyer’s and Seller’s Brokers.
 - C. DATE:** If a specific **DATE** is stated as a deadline in this Agreement, then that date **IS** the **FINAL** day for performance; and if that specific date falls on a Saturday, Sunday or a legal Holiday, the date **does not** extend to the next business day.
 - D. DATE OF ACCEPTANCE:** date this Agreement is fully executed and delivered.
 - E. DAY(S):** determined on a “calendar day” basis and if the **FINAL** day for performance falls on a Saturday, Sunday or legal Holiday, the time therefore shall be extended to the next business day. Legal Holidays are described as New Year’s Day, Martin Luther King Jr.’s Birthday, President’s Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day/Indigenous Peoples Day, Veteran’s Day, Thanksgiving Day and Christmas.
 - F. DELIVER(ED):** by any method where there is evidence of delivery. In the event the parties have agreed to electronic transmission of documents, a facsimile or e-mail transmission of a copy of this or any related document shall constitute delivery of that document. When an item is delivered to the real estate Broker who represents the Buyer or Seller, it is considered delivered to the Buyer or Seller respectively, except if the same Broker represents both Buyer and Seller, in which case, delivery must be made to the Buyer or Seller, as applicable.
 - G. DEADLINES:** any “deadline(s)” can be expressed either as a calendar date or as a number of days.
 - H. ELECTRONIC/ELECTRONIC RECORD:** relating to technology having electrical, digital, magnetic, wireless, telephonic, optical, electromagnetic or similar capabilities and includes, but is not limited to, facsimile and e-mail; a record created, generated, sent, communicated, received or stored by electronic means.
 - I. ELECTRONIC SIGNATURE:** an electronic sound, symbol or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.
 - J. EXPIRATION DATE:** means the date the party is revoking their offer or counteroffer. An offer is no longer capable of acceptance after it expires, consequently, if the party intends to accept the offer or counteroffer, it must be accepted before the Expiration Date. If a party intends to make a counteroffer, it does not need to be made by the Expiration Date because a counteroffer serves as both a rejection of the original offer (or counteroffer) AND as a new offer.



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- K. FIXTURE:** an article which was once Personal Property, but which has now become a part of the Property because the article has been fastened or affixed to the Property. Fastened/affixed means that removal of the article causes damage to the real property, even if such damage is minor and/or can be repaired. If a unit contains components, some of which are Fixtures and some of which are Personal Property, and a Fixture component of the unit relies on one or more Personal Property components to function as it is intended to do so, then **ALL** components together are considered a Fixture and shall remain together, unless otherwise provided herein.
- L. MASCULINE:** includes the feminine.
- M. PERSONAL PROPERTY:** a moveable article that is NOT affixed/attached to the Property.
- N. RESOLUTION:** a written agreement between the parties regarding how all Buyers’ objections shall be resolved.
- O. SINGULAR:** includes the plural.
- P. STANDARD EXCEPTIONS:** those common risks as set forth in the title commitment for which the title insurance policy does NOT provide coverage. These exceptions are matters outside the Title Company’s search and special requirements must be met in order to delete them and provide the insured with the additional/extended coverage.
- 33. FLOOD HAZARD ZONE.** If the Property is located in an area which is designated as a special flood hazard area, Buyer may be required to purchase flood insurance in order to obtain a loan secured by the Property from any federally regulated financial institution or a loan insured or guaranteed by an agency of the U.S. Government.
- 34. MEDIATION.** If a dispute arises between the parties relating to this Agreement, the parties shall submit the dispute to mediation, jointly appoint a mediator and share equally in the costs of the mediation. If a mediator cannot be agreed upon or mediation is unsuccessful, the parties may enforce their rights under this Agreement in any manner provided by law. NMAR Form 5118 - Information Sheet - Mediation Information for Clients and Customers.
- 35. EARNEST MONEY DISTRIBUTION.** Generally, title or escrow companies will not release Earnest Money without first receiving either an Earnest Money Distribution Agreement signed by all parties to this Agreement (NMAR Form 5105B – Earnest Money – Consent to Distribution) or a judgment from a court. If the parties cannot come to an agreement on how the Earnest Money shall be distributed, the Mediation Paragraph shall apply. If the parties cannot reach a resolution through mediation and proceed to litigation, at the conclusion of litigation the court will issue a judgment apportioning Earnest Money. Also, the title or escrow company holding the Earnest Money has the option of filing an Interpleader Action, which will force Buyer and Seller into litigation. NMAR Form 2310 – Information Sheet - Earnest Money Dispute
- 36. DEFAULT, NOTICE AND OPPORTUNITY TO CURE.** Time is of the essence. Except as otherwise noted herein, any default under this Agreement shall be treated as a material default, regardless of whether the party’s action or inaction is specifically classified as a default herein.
 - A. Deadline Defaults.** In the event a party fails to perform by a specified deadline, the non-defaulting party shall provide written notice to the defaulting party of the nature and extent of the Deadline Default (“Notice”). NMAR Form 2112 - Notification of Deadline; Default and Opportunity to Cure. The defaulting party shall have **two (2) days** from receipt of the Notice to Cure the Deadline Default (“Opportunity to Cure”). If after Notice and Opportunity to Cure, the defaulting party fails to cure the Deadline Default, the non-defaulting party may elect to cease further performance under this Agreement. In this event, the non-defaulting party may retain the Earnest Money and pursue any additional remedies allowable by law. In the alternative, the non-defaulting party may elect to waive the Deadline Default, in which case, both parties remain responsible for all obligations and retain all rights and remedies available under this Agreement.
 - B. Other Defaults.** The requirement to provide Notice and Opportunity to Cure only applies to defaults with specific deadlines for performance. For all other defaults, the non-defaulting party may elect to cease further performance under this Agreement without Notice and Opportunity to Cure and to retain the Earnest Money and pursue any additional remedies allowable by law. In the alternative, the non-defaulting party may elect to waive the default, in which case, both parties remain responsible for all obligations and retain all rights and remedies available under this Agreement.
- 37. ATTORNEY FEES AND COSTS.** Should any aspect of this Agreement result in arbitration or litigation, the prevailing party of such action shall be entitled to an award of reasonable attorneys’ fees and court costs.
- 38. FAIR HOUSING.** Buyer and Seller understand that the Fair Housing Act and the New Mexico Human Rights Act prohibit discrimination in the sale or financing of housing on the basis of race, age (this covers protection for people with children under age 18 and pregnant women), color, religion, sex, sexual orientation, gender identity, familial status, spousal affiliation, physical or mental handicap, national origin or ancestry.
- 39. COUNTERPARTS.** This agreement may be executed in one or more counterparts, each of which is deemed to be an original, and all of which shall together constitute one and the same instrument.



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- 40. **GOVERNING LAW AND VENUE.** This Agreement is to be construed in accordance with and governed by the internal laws of the State of New Mexico without giving effect to any choice-of-law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of New Mexico to the rights and duties of the parties. Each party hereby irrevocably consents to the jurisdiction and venue of the state and federal courts located in the county in which the Property or any portion of the Property is located in connection with any claim, action, suit, or proceeding relating to this Agreement and agrees that all suits or proceedings relating to this Agreement shall be brought only in such courts.
- 41. **SEVERABILITY.** If any portion of this Agreement is found by any court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.
- 42. **MULTIPLE BUYERS.** Each Buyer to this Agreement is jointly and severally liable for all obligations under this Agreement. In the event any Buyer should be unable to perform under this Agreement (due to death or incapacity), the remaining Buyer(s) shall continue to be obligated under this Agreement.
- 43. **AUTHORITY OF SIGNORS.** If Buyer or Seller is a corporation, partnership, estate, trust, limited liability company or other entity, the person signing this Agreement on its behalf warrants their authority to do so and to bind the Buyer or Seller for which they are signing.
- 44. **BUYER AND SELLER AUTHORIZATIONS.** Unless otherwise instructed in writing, with respect to the real estate transaction that is the subject of this Agreement, Seller and Buyer hereby authorize the following: the Title Company, lender, Escrow Agent and their representatives to provide a copy of any and all loan estimates, Closing disclosures, other settlement statements and title documents to the Seller’s and Buyer’s respective Brokers; the Title Company to deliver any Title Company generated settlement statement(s), in its entirety (Seller and Buyer’s information) to both the Seller and Buyer and their respective Brokers; and their respective Broker to be present for the Closing.
- 45. **SURVIVAL OF OBLIGATIONS.**
 - A. **The following paragraphs shall survive Closing of the Property:** 2, 6, 11, 12, 14, 15, 17, 18(I), 21, 23, 26, 28, 31, 34, 37, 40, 41, 42 and 45-48.
 - B. **Unless otherwise noted on the Termination Agreement or the Earnest Money Consent to Distribution, the following provisions and paragraphs shall survive termination of this Agreement:** any provision requiring a party to pay for a document inspection, appraisal, survey or ILR; Buyer’s obligation to deliver the entire inspection report in accordance with Para. 21 upon written request from Seller; the requirement that the parties sign an Earnest Money Consent to Distribution in accordance with Para. 22; and Paragraphs: 4, 5, 23, 31, 34, 35, 37, 40, 41, 42, and 45-48.
- 46. **FORCE MAJEURE.** Buyer or Seller shall not be required to perform any obligation under this Agreement or be liable to each other for damages so long as performance or non-performance of the obligation or the availability of services, insurance or required approvals essential to Closing, is disrupted, delayed, caused or prevented by Force Majeure. “Force Majeure” means: hurricanes, floods, extreme weather, earthquakes, fire, or other acts of God, unusual transportation delays, wars, insurrections, acts of terrorism, pandemics or diseases or any governmental authority taken in response to a pandemic. All time periods, including the Closing Date, will be extended up to 10 days after the Force Majeure no longer prevents performance under this Agreement, provided, however, if such Force Majeure continues to prevent performance under this Agreement more than 30 days beyond the Settlement/Signing Date, then either party may terminate this Agreement by delivering written notice to the other and any Earnest Money deposit shall be refunded to Buyer. This provision applies whether or not the underlying applicable event is foreseeable at the time of execution of this Agreement.
- 47. **SIGNIFICANCE OF INITIALS.** Initials signify that the Buyer and/or Seller has reviewed and understands the page or section; initials do not signify acceptance of the terms on the page or in the section. **By their signature hereto, the parties represent that they have reviewed, understand, accept and agree to the terms contained in this Agreement.**
- 48. **ACCEPTANCE, ENTIRE AGREEMENT, ADDENDUMS IN WRITING.** This offer is not considered accepted until fully executed by the Seller and delivered to the Buyer. Once fully executed and delivered, the parties have a legally binding contract. This Agreement, together with the following addenda and any exhibits referred to in this Agreement, contains the entire Agreement of the parties and supersedes all prior agreements with respect to the Property, which are not expressly set forth herein. All exhibits and addenda to this Agreement are incorporated into this Agreement as operative provisions unless otherwise stated in a counteroffer or subsequent addendum.

THIS AGREEMENT MAY BE MODIFIED ONLY BY WRITTEN AGREEMENT OF THE PARTIES.

- | | |
|--|---|
| <input type="checkbox"/> Addendum to Purchase Agreement – Back Up Offer (NMAR Form 1530) | <input type="checkbox"/> Mortgage/Deed of Trust Addendum (NMAR Form 2507) |
| <input type="checkbox"/> Addendum No. _____ (NMAR Form 5101 or 2300) | <input type="checkbox"/> Occupancy Agreement – Buyer/Seller (NMAR 2201/2202) |
| <input type="checkbox"/> Buyer’s Closing & Funding Sale Contingency (NMAR Form 2503A) | <input type="checkbox"/> Real Estate Contract Addendum (NMAR Form 2402) |
| <input type="checkbox"/> Buyer’s Sale Contingency Addendum (NMAR Form 2503) | <input type="checkbox"/> Residential Resale Condominium Addendum (NMAR Form 2302) |



**NEW MEXICO ASSOCIATION OF REALTORS® — 2024
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- | | |
|--|--|
| <input type="checkbox"/> Escalation Clause Addendum (NMAR Form 2111) | <input type="checkbox"/> Septic System Contingency Addendum (NMAR Form 5120A) |
| <input type="checkbox"/> Estimated Property Tax Levy | <input type="checkbox"/> Inspection and Objection Waiver Addendum (NMAR Form 5140) |
| <input type="checkbox"/> Lead-Based Paint Addendum (NMAR Form 5112) | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Other _____ | |

49. EXPIRATION OF OFFER. This offer shall expire unless acceptance is delivered in writing to Buyer or Buyer’s Broker on or before _____, at _____ a.m. p.m. Mountain Time. NOTE: UNTIL SELLER ACCEPTS THIS OFFER AND DELIVERS THE FULLY EXECUTED AGREEMENT, BUYER MAY WITHDRAW THIS OFFER AT ANY TIME.

⚠ ATTENTION BUYERS AND SELLERS ⚠

- **OBLIGATIONS/RESPONSIBILITIES SET FORTH HEREIN.** Unless otherwise noted on Cover Page II, the Brokers involved in this sale are working as transaction brokers. This means, in part, that the obligations and responsibilities set forth in this Purchase Agreement are those of the parties to the Purchase Agreement and not of the Brokers.
- **AVAILABILITY OF INSPECTORS.** Buyers are encouraged to determine the availability of home and other inspectors the Buyer intends to engage PRIOR TO entering into this Agreement. Events may impact the availability of home and other inspectors and vendors needed to conduct inspections and/or repairs. The parties should be aware of this when setting deadlines for inspections and repairs and are expected to deviate from their primary selection(s) of inspectors and/or vendor(s) when necessary to meet the inspection and repair deadlines in this Agreement.
- **WIRE FRAUD ALERT**
 - Criminals are hacking email accounts of real estate Brokers, title companies, settlement attorneys and others, resulting in fraudulent wire instructions being used to divert funds to the account of the criminal.
 - The emails look legitimate, but they are not.
 - Buyer and Seller are advised not to wire any funds without personally speaking with the intended recipient of the wire to confirm the routing number and the account number.
 - Buyer and Seller should NOT send personal information such as social security numbers, bank account numbers and credit card numbers except through secured email or personal delivery to the intended recipient.

OFFER BY BUYER

BUYER ACKNOWLEDGES THAT BUYER HAS READ THE ENTIRE PURCHASE AGREEMENT AND UNDERSTANDS THE PROVISIONS THEREOF.

Buyer Signature Printed Name Offer Date Time

Buyer Signature Printed Name Offer Date Time

If additional signature lines are needed, please use NMAR Form 1150 – Signature Addendum



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**NEW MEXICO ASSOCIATION OF REALTORS® — 2024
NOTICE OF BUYER’S WITHDRAWAL OF UNRESOLVED OBJECTIONS**

This Notice of Buyer’s Withdrawal of Unresolved Objections is related to the Purchase Agreement dated _____, _____
between _____ ("Buyer")
and _____ ("Seller")
and relating to the following Property:

Address (Street, City, State, Zip Code) _____

Legal Description
or see metes and bounds description attached as Exhibit _____, _____ Count(ies),
New Mexico.

⚠ ATTENTION BUYER AND SELLER ⚠

- **“Unresolved Objections” are Buyer objections submitted to Seller as to which Buyer and Seller have not reached a written agreement specifying how those Buyer objections will be resolved.**
- **If the parties are unable to reach a Resolution by the Resolution Deadline, then Buyer shall have two (2) days from the Resolution Deadline to provide written notification to Seller that Buyer is withdrawing all objections on which the parties have not come to Resolution (NMAR Form 5144 – Notice of Buyer’s Withdrawal of Unresolved Objections). If Buyer does NOT withdraw unresolved objections within two (2) days of the Resolution Deadline, then THE AGREEMENT SHALL TERMINATE and Earnest Money, if delivered, shall be refunded to Buyer. Notwithstanding the foregoing, Buyer’s withdrawal of all unresolved objections prior to the Resolution Deadline or within the two (2) days following the Resolution Deadline constitutes Resolution.**
- **In withdrawing all unresolved objections, Buyer understands that Seller is not obligated to repair or otherwise remedy those Buyer objections for which Resolution has not been reached.**
- **Seller is still obligated to repair or otherwise remedy objections for which Resolution has been reached; such repairs or remedies to be conducted as agreed upon between the parties in a Resolution Addendum.**

BY SIGNATURE BELOW, BUYER WITHDRAWS ALL OF BUYER’S UNRESOLVED OBJECTIONS.

BUYER(S)

Buyer Signature _____ Printed Name _____ Date _____ Time _____

Buyer Signature _____ Printed Name _____ Date _____ Time _____

If additional signature lines are needed, please use NMAR Form 1150 – Signature Addendum

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**NEW MEXICO ASSOCIATION OF REALTORS® — 2024
SELLER'S REQUEST FOR ALL/SECTIONS
OF THE INSPECTION REPORT**

⚠ ATTENTION BUYER AND SELLER ⚠

SELLER: The report or section(s) of the report which you are requesting may contain the following:

- Adverse Material Facts about the property which you will be required to disclose to a subsequent buyer if the current transaction fails to close.
- Copyright language or similar language that may prevent you from sharing the report or sections of the report with a subsequent buyer, which means that the adverse material facts contained in the report/section would need to be transferred onto a Seller's Property Disclosure - Adverse Material Facts (NMAR Form 1110).

BUYER: Unless otherwise amended, the NMAR Residential Purchase Agreement provides the following:

- That you must provide a copy of the entire report or sections thereof as requested by Seller within three (3) days of the request;
- That you will provide such report or sections thereof WITHOUT compensation; and
- That your failure to timely provide the report or sections thereof as requested by Seller will constitute a default under the Purchase Agreement.

This Request for all or Sections of the Inspection Report is related to the Purchase Agreement dated _____, _____ between _____ ("Buyer") and _____ ("Seller") and relating to the following Property:

Address (Street, City, State, Zip Code) _____

Legal Description or see metes and bounds description attached as Exhibit _____, _____ Count(ies), New Mexico.

SELLER REQUESTS THE FOLLOWING: (check all that apply)

A. **THE ENTIRE INSPECTION REPORT(S). The term "reports" includes but is not limited to videos, documents, ILR and surveys. (check all that apply)**

- Home Inspection Report
- All Reports on which Buyer's objections or termination are based
- Other: _____
- Other: _____

B. **THE SECTION(S) OF THE REPORT(S) UPON WHICH BUYER'S REQUEST FOR PRICE REDUCTION, SELLER CREDITS OR TERMINATION IS BASED.**

SELLER(S)

Seller Signature Printed Name Date Time

Seller Signature Printed Name Date Time

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