



In addition to the 2023, 2024 and 2025 Core Courses, MESA REI offer the following:

CORE ELECTIVES

A Blunt Conversation About Marijuana – 4 CE A Look At Real World Issues: Claim Studies – 4 CE

Anatomy of a Listing Contract – 4 CE Anatomy of a Purchase Contract – 4 CE

Broker Beware: Protect Your Real Estate License – 4 CE

Clear the Confusion: Offers (Counters, Multiples, Contingencies Etc.) - 4 CE

Disclose, Disclose (Unless You're Not Supposed To) – 4 CE E & O Insurance: Know What You Are Buying and Why – 4 CE

Highest And Best Offers: An Escalating Concern − 2 CE

Inspections, ORR's & Repairs, Oh My! – 2 CE

Intro to Seller Financing – 4 CE NMAR Forms Update - 4 CE

NMAR's Many Miscellaneous Forms - 4 CE

One Thing Leads to Another – The PA contingencies Explained - 2 CE

QB Refresher Course 6 CE

Ready, Set, Go! Broker Duties and Other Required Disclosures – 2 CE

Taxes and Your Real Estate business - 4 CE

Triple D: Deadlines, Defaults and Definitions – 3 CE

Yes, Your Honor, I Did Disclose - 4 CE

Understanding And Using NMAR Forms - 8 CE

Wells and Septics - A Broker's Guide to Regulation – 4 CE

ETHICS ELECTIVES

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

PROPERTY MANAGEMENT CORE ELECTIVES AND ELECTIVES

Property Management and the 3 Way Reconciliation – 2 CE Elective

RPM – Brokerage Operations 4 CE Core Elective

RPM - Case Studies 3 CE Core Elective

RPM – Going to Court 3 CE Core Elective

RPM – Leasing and Management 6 CE Core Elective

Trust Accounts – 4 CE Elective

UORRA - 6 CE Core Elective

ELECTIVES

Bump In the Pipe – 2 CE 7 Tech Tips to Level Up 2 CE

ON DEMAND CLASSES

NMREC Meeting Replays (CE varies by month) – Elective
Business Ethic in Real Estate – 4 CE Ethics
Closing On Time Is Possible – 3 CE Elective
Handling Multiple Offers Ethically and Effectively – 4 CE Ethics
Qualifying Broker Refresher Course – 6 CE (QB Elective) (AB Core Elective)

BUY 3 CLASSES AND GET 1 FREE

Register for 3 classes at the same time and get your 4th class 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 of payment. Sign up for 3 classes and give us a call. We can register you for your 4th class or give you a coupon towards a future class.

ASSOCIATE BROKER BUNDLE

36 hours of CE credit for \$420.00. This bundle includes 3 Core Courses, Ethics, Core Electives and Electives.

QUALIFYING BROKER BUNDLE

42 hours of CE credit for \$495.00. This bundle includes 3 Core Courses, Ethics, Core Electives, Electives, QB Refresher and NMREC Meeting Replay.

REFER A FRIEND

Refer a friend and receive 50% off your next CE Course with MESA! Your 50% off code will apply to regularly priced courses, not to bundled courses or special bundles.

PLEASE CONTRACT US AT 505.348.3381.
SEE OUR COURSE SCHEDULE AT MESAREI.COM





NEW MEXICO ASSOCIATION OF REALTORS® — 2025 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 polices, 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 Seller 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.

Page 1 of 3 NMAR Form 1100 (2024 AUG) (Rev.1) ©2024 New Mexico Association of REALTORS® Buyer or Seller

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



NEW MEXICO ASSOCIATION OF REALTORS® — 2025 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.

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NEW MEXICO ASSOCIATION OF REALTORS® — 2025 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 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, 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 <u>obligated</u> 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.

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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;
- 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.
- 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.

- 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;
- 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;
- 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.
- 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;
- 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.

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



Seller(s)





PART II -OTHER REQUIRED DISCLOSURES

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

Chec				

1.	the broker in the processing to, the following: gathering contractual deadlines, con transaction and the parties estate transaction file for c	of the real estate transaction. The same research information and paper in municating, and coordinating we to the contract to facilitate the closing. TCs OWE BROKER DUTO MAKE ANY DISCLOSURE.	work for and from buyers an work for and from buyers an rith lenders, title companies on the real estate transauties of the real estate transauties.	on coordinator who will be assisting vices may include, but not be limited desellers, overseeing and organizing, inspectors, other brokers in the ction, and assembling the final reast N COVER PAGE 1. ATTN TOSER DUTIES.
2.		REST/MATERIAL INTEREST	Broker has a material interest	est or relationship of a business,
	personal, or family nature is	n the transaction. Describe that ma	nterial interest and/or relation	ship:
3.		AL FACTS. Explain any advers		ne Property or Transaction about
1.	OTHER LISTING AGRE	SELLER'S DI STATE LICENSEE. Seller IS EMENTS. By signing below, Se identified in the Listing Agreemen SELLE	IS NOT a licensed New ller warrants that they are NOt.	Mexico real estate broker. OT subject to another existing listin
S	eller Signature	Printed Name	Date	
		Timeditane		Time
Se	eller Signature	Printed Name SELLER'S BE	Date ROKER	Time
S	eller Signature	Printed Name		
	eller Signature	Printed Name SELLER'S BI		
Sel		Printed Name SELLER'S BI	<u>ROKER</u>	Time





BEFORE ENTERING INTO THIS AGREEMENT, PLEASE REVIEW NMAR FORM 1100 - INFORMATION SHEET - BROKERAGE COMPENSATION.

THE LISTING AGREEMENT-EXCLUSIVE RIGHT TO SELL IS BY AND BETWEEN BROKERAGE FIRM,

	("Brokerage")
AN	("Seller").
 2. 	EXCLUSIVE SERVICES. Seller grants to Brokerage the exclusive right to sell the real property described in Para. 2. Unless otherwise provided in an addendum hereto, Listing Broker ("Broker") shall act as Seller's Transaction Broker and NOT as Seller's Agent; therefore, Broker shall owe Seller the Broker Duties set forth on Cover Page I, but shall NOT owe Seller fiduciary duties. It is the parties' intention to minimize the likelihood that Seller shall be held liable for the acts and omissions of the Broker and to eliminate the possibility that Broker is held liable to Seller under agency law. Broker shall not serve as a property manager under this agreement. If a property management relationship is desired, such relationship must be established through a separate agreement between Seller and Broker. PROPERTY. A.
	Address (Street, City, State, Zip Code)
	Legal Description Or see metes and bounds description attached as Exhibit
	C. OTHER RIGHTS. Unless otherwise provided herein, Seller shall convey to Buyer all existing wind, solar, water and mineral rights appurtenant to the Property. Is Seller aware of any wind, solar, water or mineral rights that have been severed from the Property \square Yes \square No If "Yes", explain
	 FIXTURES, EXCLUSIONS AND PERSONAL PROPERTY. i FIXTURES. The Property shall include all Fixtures, free of all liens, including, but not limited to, the following Fixtures if such Fixture exists on the Property, unless otherwise excluded as stated in Para. 2(D)(ii). A Fixture is defined as 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

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are considered a Fixture and shall remain together, unless otherwise provided herein.



3.

4. LI

NEW MEXICO ASSOCIATION OF REALTORS® — 2025 LISTING AGREEMENT – EXCLUSIVE RIGHT TO SELL



- Attached fireplace grate(s) & screen(s)
- Attached floor covering(s)
- Attached mirror(s)
- Attached outdoor lighting & fountain(s)
- Attached pot rack(s)
- Attached window covering(s) & rod(s) (NOT including curtains, unless otherwise indicated below)
- Awning(s)
- Built in/attached speaker(s) & subwoofer(s)
- Built-in Murphy bed(s) **(INCLUDING** mattress)

- Dishwasher(s)
- Fire Alarm(s) (if owned by
- Garbage disposal(s)
- Garage door opener(s)
- Heating system(s)
- Landscaping
- Light fixture(s)
- Mailbox(es)
- Outdoor plant(s) & tree(s) (other than those in moveable containers)
- Oven(s)
- Pellet, wood-burning or gas stove(s)
- Range(s)
- Window/door screen(s)
- Ceiling fan(s)
- Central vacuum, to include all hoses & attachments

- Security System(s) (if owned by Seller)
- Smoke Alarm(s) (if owned by Seller)
- Solar Power System(s)/Panels (If leased by Seller, lien may exist)
- Sprinkler(s)/irrigation equipment
- Storm window(s) & door(s)
- TV antenna(s) & satellite dish(es)
- Ventilating & air conditioning system(s)
- Water conditioning/filtration/ water softener/purification system(s) (if owned by Seller)
- TV Wall Mounts (NOT including TVs, unless otherwise indicated below)

be the actual Personal Property that of the premises, and shall be transfer	is pred v	with no monetary value, free and	mits his d clear	s offer, shall not be considered of all liens and encumbrances.
				Storage Shed(s)
				Unattached fireplace grate(s)
		• • • • • • • • • • • • • • • • • • • •		Unattached fireplace screen(s
				Unattached outdoor fountain(s) & equipment
Dryer(s)		Microwave(s)		TV(s)
Washer(s)		Freezer(s)		Unattached Hot Tub(s)
Unattached outdoor lighting		access cards (if owned by		Pool & spa equipment including any mechanical or other cleaning system(s)
OTHER:		· · · · · · · · · · · · · · · · · · ·		
•	of the premises, and shall be transferronal Property is defined as a moveabl Unattached window covering(s) Audio component(s) Video component(s) Decorative mirror(s) above bath vanities Dryer(s) Washer(s) Unattached outdoor lighting	of the premises, and shall be transferred wonal Property is defined as a moveable art Unattached window covering(s) Audio component(s) Video component(s) Decorative mirror(s) above bath vanities Dryer(s) Washer(s) Unattached outdoor lighting	of the premises, and shall be transferred with no monetary value, free an onal Property is defined as a moveable article that is NOT affixed or attact Unattached window covering(s) Treestanding Range(s)	Audio component(s) Video component(s) Decorative mirror(s) above bath vanities Dryer(s) Washer(s) Unattached outdoor lighting Kitchen Refrigerator(s) Other Refrigerator(s) Garage door remote(s) # Wicrowave(s) Freezer(s) Satellite receiver(s) with access cards (if owned by Seller and if transferable)





_	DILAT	DEDDECENTATION	AND UNREPRESENTED BUYERS.
ר.	DUAL	REPRESENTATION	AND UNKERKESEN LED BUYERS.

DUAL REPRESENTATION AND UNREPRESENTED BUYERS.	
A. DUAL REPRESENTATION. For purposes of this Agreement, the term Dual Representation and Ur	represented
Buyer have the following meanings: Dual Representation means Broker is directly providing real estate	
Seller and to the Buyer in the transaction equally and owes both Seller and the Buyer all the Broker Duti	
Page 1. Unrepresented Buyer means a Buyer in the transaction who is not working with Broker or with	
Buyer's broker in the transaction.	
i. Broker. Broker \(\Broker \) WILL or \(\Broker \) WILL NOT provide Dual Representation in a transaction.	If Broker is
willing to provide Dual Representation, then in order for Broker to provide Dual Representation, Seller we	
consent to Dual Representation below. If Broker will not provide Dual Representation, then Broker w	
buyer who is not working with a buyer's broker that either the buyer will need to obtain their own buyer	
assist them in the transaction or the buyer will need to proceed as an Unrepresented Buyer in the transaction	
ii. Seller. Seller □ DOES or □ DOES NOT or □ NOT APPLICABLE consent to Dual Representations.	
transaction. IMPORTANT NOTE TO SELLER: If both Seller and Broker agree to Dual Repl	
Broker may learn of adverse material facts related to the Property in the course of representing t	
the transaction. In this event, if that transaction should terminate, Broker is required by law to dis	
	ciose those
adverse material facts to subsequent potential buyers.	ulvina vvith
B. UNREPRESENTED BUYERS. An <i>Unrepresented Buyer</i> is a buyer in the transaction who is not we Broken on with any other buyer's broken in the transaction	TKING WITH
Broker or with any other buyer's broker in the transaction.	Dow MI C
i. Listing Broker WILL or WILL NOT show/open the Property to Unrepresented Buyers	
Rules, if Broker is strictly working on behalf of Seller when showing the Property, Broker is not	
have a Buyer Broker Agreement with the buyer; however, if Broker is also representing the Buyer	, Broker is
required to have a Buyer Broker Agreement with the buyer.	
IMPORTANT NOTE TO SELLER: If Broker is <u>not</u> willing to open/show the Property for/to an Ur Buyer, Seller understands that the Unrepresented Buyer will have no access to the Property.	represented
By selecting "WILL NOT" and signing this Agreement, Seller is agreeing that Broker is NOT	hligated to
	bilgated to
open/show the Property for/to an Unrepresented Buyer.	
ii. Listing Broker WILL or WILL NOT provide NMAR Forms to an Unrepresented Buyer. IM	
NOTE TO SELLER: If Broker is <u>not</u> willing to provide NMAR forms to an Unrepresented Buyer, Broker	
not be familiar with the forms used by the buyer, including, but not limited to, the offer to purchase; and unit is a limited to the offer to purchase; and unit is a limited	
is also a licensed New Mexico attorney, Broker is prohibited by New Mexico law from providing Selle	
advice regarding the offer/forms buyer presents. Seller will need to seek legal advice on such forms from	n a licensed
New Mexico real estate attorney.	. NOT
By selecting "WILL NOT" and signing this Agreement, Seller warrants they agree that Brol	ter is NOT
obligated to provide NMAR forms to an Unrepresented Buyer.	. 37.647
If Broker is willing to provide NMAR forms for use by a buyer who would not otherwise have access	
forms, See – NMAR Form 1208 – Notice to Unrepresented Buyer; and NMAR Form 1208A - Use	of NMAR
Forms by Unrepresented Party	.1 1
COMPENSATION. New Mexico Gross Receipts Tax ("GRT") shall be added to all amounts set for	th herein. In
accordance with New Mexico law, the GRT Rate shall be based on the location of the Property.	
GRT Location Code (to be completed by Broker).	
ACKNOWLEDGMENT BY SELLER: By signature to this Agreement, Seller understands the	amount of
compensation paid by a Seller to the Listing Brokerage or any amount that Seller has agreed to pay to	a buyer's
brokerage, is <u>NOT</u> dictated by MLS rules, the local, state or National Association of REALTORS® or	local, state
or national law. Seller agrees that the Listing Brokerage Sales Compensation and any buyer	brokerage
compensation agreed to in this Para. 6 is an amount that the Seller and Listing Brokerage have freely	negotiated
and agreed upon. Seller's Initials:	
A. TO LISTING BROKERAGE IN THE EVENT OF SALE. If during the term of this Agreement, the Protection of	
THE DESCRIPTION OF THE RESERVE OF ADDITIONAL CONTROL OF THE PROPERTY OF THE PR	on e Lisimo

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	Brokerage Sales Compensation"). The term "sale" and "sell" or any conjugation thereof shall include Seller's grant of
	an option to purchase the Property, an exchange of the Property and all other transfers of any interest in the Property.
	\$; or% of sales price of Property; or Other:
	ONLY Check the Following if Applicable UNREPRESENTED BUYER. An <i>Unrepresented Buyer</i> is a buyer in the transaction who is not working with
	a Broker or with any other buyer's broker in the transaction. In the event of an Unrepresented Buyer, Seller
	agrees that <u>IN ADDITION</u> to the above Compensation, Seller shall pay Brokerage:
	\$; or% of sales price of Property or Other:
В.	TO BUYER'S BROKERAGE IN THE EVENT OF SALE. Seller is under NO obligation to compensate the
	buyer's brokerage that represents the buyer in the sale of the Property.
	Seller □ IS willing □ IS NOT willing to compensate the buyer's brokerage.
	If Seller is willing to compensate a buyer's brokerage, Seller Is willing IS NOT willing to commit to an
	amount of compensation before receiving/reviewing the offer. If Seller is willing to commit to paying a buyer's
	brokerage prior to receiving/reviewing an offer, then Seller and the buyer's brokerage would execute NMAR Form
	4660 - Seller's Compensation to Buyer Brokerage - PRIOR to the buyer submitting an offer. Listing Broker is
	authorized to disclose Seller's directive to the Buyer's Brokers/Brokerages in accordance with this Paragraph.
	IMPORTANT NOTE: A buyer's brokerage may not receive from an individual source or multiple sources
	(Listing Broker, Seller and/or Buyer) more than the amount the buyer agreed to pay the buyer's brokerage in
	the Buyer Brokerage Agreement.
C.	TO LISTING BROKERAGE DURING PROTECTION PERIOD. Brokerage shall be entitled to the Listing
	Brokerage Sales Compensation if the sale of the Property is made by Seller within days after the Term of this
	Agreement (the "Protection Period") to persons who were introduced to the Property during the Term of this
	Agreement, PROVIDED that Broker submits to Seller a notice or other writing, either before or within five (5) days
	after the end of the Term, which discloses the names of the prospective buyers or their brokers. Notwithstanding, it
	shall not be necessary to provide the name(s) of any buyer who has made an offer to purchase the Property. Except as
	otherwise provided herein, the Protection Period shall terminate upon Seller entering into a written exclusive listing
	agreement with another licensed New Mexico real estate broker. If at ANY time, a Buyer who obtained an option to
	purchase during the term of this Agreement exercises that option, Seller shall pay Brokerage the Listing Brokerage
	Sales Compensation; this provision WILL CONTINUE TO APPLY even if Seller enters into a written exclusive
ъ	listing agreement with another licensed real estate broker.
υ.	TO LISTING BROKERAGE FOR OTHER EVENTS. The parties agree that if any of the following events shall occur, that actual damages suffered by the Brokerage will be difficult to determine with certainty; therefore the parties
	agree that Seller shall pay Brokerage compensation as follows:
	If amount is based on a percentage, the percentage shall be based on the Listing Price or other amount as set forth
	below.
	i. If during the term of this Agreement, Brokerage, Seller or anyone else produces or finds a buyer ready, willing
	and able to purchase the Property at the price offered in this Agreement and on terms reasonable and customary for a
	sale of this type AND Seller refuses to contract with the potential Buyer;
	ii. If during the term of this Agreement, Brokerage, Seller or anyone else produces or finds a buyer ready, willing
	and able to purchase the Property at a price and on terms acceptable to Seller as evidenced by Seller's acceptance of
	the buyer's offer AND Seller defaults on the purchase agreement by refusing to close on the sale of the Property,
	Compensation shall be based on sales price as set forth in contract for sale signed by Seller;
	iii. If during the term of this Agreement, Property is made unmarketable by Seller's voluntary act;
	iv. If during the term of this Agreement, the Property is withdrawn from sale (not to include temporary withdrawal
	from MLS/marketing, not to exceed 30 days);
	v. If during the term of this Agreement, Seller otherwise breaches this agreement in a manner including, but not
T	limited to refusing to cooperate with Broker/Brokerage or unilaterally terminating this Listing Agreement.
L.	FORFEITURE OF EARNEST MONEY (Check if applicable.) Notwithstanding the foregoing, upon forfeiture
	of Earnest Money by a prospective buyer, Brokerage shall be entitled to one-half the earnest money, not to exceed
	Brokerage's compensation set forth above.

Seller(s)_





7.	SE	LLER ASSISTANCE/CONCESSIONS. □ Does Apply □ Does Not Apply
	IM	PORTANT NOTE TO SELLER: Seller is under NO obligation to offer Seller Assistance/Concessions to a buyer.
	If S	Seller is offering Seller assistance/concessions to buyer, this assistance/these concessions are:
		In ADDITION to compensation the Seller will pay the Buyer's Brokerage
		In LIEU OF (instead of) any compensation Seller will pay the Buyer's Brokerage
	Sel	ller will offer Seller Assistance/Concessions to buyer in the amount of \$ or% of sales
	pri	ice of Property or Other: Buyer may use Seller Assistance/Concessions towards buyer sing costs including, but not limited to, recording fees, the appraisal fee, inspection costs, loan origination fees, property
	clo	sing costs including, but not limited to, recording fees, the appraisal fee, inspection costs, loan origination fees, property
		provements and buyer brokerage compensation. If Seller offers Seller Assistance/Concessions, Broker is authorized to
	-	omote the Assistance/Concessions in any and all advertising, including the MLS, subject to the rules of the applicable
	MI	LS.
8.	\mathbf{CC}	OMPENSATION FOR LEASE. □ Does Apply □ Does Not Apply
	A.	In the event Seller elects to lease the Property, Seller agrees to pay Brokerage the following amount as
		compensation for the lease of the property:
		PLUS New Mexico GRT upon the occurrence of any of the following. In accordance with New Mexico law, the GRT
		shall be based on the location of the Property. For GRT Location Code, See Para. 11.
		i. If during the term of this Agreement, the Property is leased through Brokerage, Seller or any other source; OR
		ii. The lease of the Property is made by Seller within days after the term of this Agreement (the
		"Protection Period") to persons who are introduced to the Property during the term, PROVIDED HOWEVER, that
		Brokerage submits to Seller a notice or other writing, either before or within five (5) days after the end of the Term,
		which discloses the names of prospective tenants or their brokers. It shall not be necessary to provide the name(s)
		of any buyer or tenant who has offered to buy or lease the Property. Except as provided in Para. 6(C), the Protection
		Period shall terminate upon Seller entering into a written exclusive listing or property management agreement with
	ъ	another licensed real estate broker to lease the Property.
	Ь.	If Seller enters into a lease agreement during the term of this Agreement or the Protection Period, with respect to any holdovers or renewals of the lease, regardless of whether this Listing Agreement or the Protection Period has expired,
		Seller agrees to pay a compensation of In the event this paragraph is left
		blank, the compensation shall be the lease compensation as set forth in Para. 8(A) above. This Para. 8(B) shall NOT
		terminate upon Seller entering into a written exclusive listing agreement with another licensed real estate
		broker.
	C.	Notwithstanding the foregoing, nothing herein creates a property management agreement with Seller, and
		Brokerage assumes NO property management responsibilities. If a property management relationship is desired, such
		relationship must be established through a separate agreement between Seller and Broker.
9.	BR	ROKER OBLIGATIONS. Broker will use diligence in effecting the sale of the Property, to include the following:
		Assist Seller in locating qualified buyers;
	B.	Assist Seller in completing any necessary paperwork for the purchase or lease (as applicable) of the Property,
		including, but not limited to counteroffers, addenda and responses to buyer objections;
	C.	Assist Seller in monitoring pre-closing and closing procedures;
	D.	Unless otherwise waived by Buyer, prior to accepting an Offer to Purchase; (1) request from the County Assessor the
		Estimated Property Tax Levy with respect to the Property, specifying the listed price as the value of the Property to
		be used in the estimate, and; (2) provide a copy of the Assessor's response in writing to the prospective Buyer(s) or
		the Buyer's Broker.
10.		LLER OBLIGATIONS. Seller agrees to the following:
		To provide to Brokerage all available data, records, and documents relating to the Property;
		To allow Broker or cooperating Brokers to show the Property at reasonable times and upon reasonable notice;
		To refer to Broker all inquiries relating to the sale/lease of the Property;
	D.	To respond to all offers presented. If Seller is rejecting an offer, Seller agrees to complete the "Rejects Offer" box
	I.	on the offer, if such a provision exists on the offer or to otherwise provide some written rejection of the offer;
		To commit no act which might tend to obstruct Broker's performance under this Agreement;
	r.	In the event of a sale, to provide all documents necessary to complete the sale;





G.	To provide an Adverse Material Facts Disclosure Statement (NMAR Form 1110). Per the NMAR Form 2104 — Purchase Agreement — Residential Resale, Seller is required to disclose known adverse material facts concerning the
Н.	property; To inform Broker if Seller is or begins using any audio or video surveillance systems in/on the Property. Seller IS NOT using any audio or video surveillance in/on the Property. If applicable, type of surveillance in audio
	\square IS \square IS NOT using any audio or video surveillance in/on the Property. If applicable, type of surveillance \square at

I. To secure all pets, valuables, medication, and weapons accordingly when the Property is made available for showings; Broker does not guarantee the security of any of the foregoing against acts of third parties. See Release of Liability, Para. 16.

11. OFFERS.

 \square video; and

- A. Oral Offers. Broker shall NOT be required to submit to Seller ORAL offers to purchase or lease the Property.
- **B.** Offers Received After Contract. If Seller enters into a written agreement for the sale or lease of the Property, unless that agreement is terminated, or the interest of the Buyer is forfeited, Broker \square shall \square shall not be required to submit additional offers to Seller.
- C. Offer Letters. An Offer Letter is a letter written by a buyer interested in purchasing a home that often provides personal information about the buyer and includes reasons why the buyer wishes to purchase the home and/or reasons why, from the buyer's perspective, the seller should sell the home to that particular buyer. In a competitive market, with multiple buyers interested in a home, Offer Letters may assist a seller in determining to whom the seller wishes to sell. However, sellers should be cautious in accepting Offer Letters from buyers, as Offer Letters have the potential to expose a seller to a claim of discrimination under the Federal Fair Housing Act, as well as the New Mexico Human Rights Act. Both of these Acts prohibit discriminating against buyers based on their inclusion in certain protected classes (See. Para. 21). Offer Letters may include personal facts about a Buyer that would indicate to a seller that the buyer falls into one of these protected classes. If/When a seller decides not to sell their home to the buyer who wrote the Offer Letter, that buyer may believe, and therefore claim the reason the Seller rejected the buyer's offer was because the buyer was a member of one of those protected classes.

Seller □ WILL □ WILL NOT accept Offer Letters from buyers.



All Multiple Listing Services ("MLS") require Brokers to enter residential listings into the MLS for dissemination within one (1) business day of conducting any public marketing of the Property. Public marketing includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public facing websites, brokerage website displays (including IDX and VOW), digital communications marketing (email blasts), multi-brokerage listing sharing networks, and applications available to the general public. If/While Property listing is withheld from dissemination through the MLS, Broker may ONLY market the Property within the Broker's brokerage. This is referred to as an "Office Exclusive". NMAR Form 1820 — Information Sheet – Multiple Listing Service.

12. SELLER AUTHORIZATIONS

- **A. AUDIO/VIDEO SURVEILLANCE.** In the event Seller is using or begins to use audio or video surveillance, Broker is authorized to notify other brokers and/or buyers of such use by any means appropriate as determined by Broker in Broker's sole discretion.
- B. USE OF LISTING CONTENT; INTELLECTUAL PROPERTY LICENSE
 - i. If Seller(s) authorizes Broker to submit the Property's listing information to the MLS, Seller understands and agrees that all content relating to the Property provided by Seller to Broker, including, but not limited to photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, remarks, narratives, pricing information and other copyrightable elements ("Seller Listing Content"), or any content otherwise obtained or produced by Broker in connection with this Agreement ("Broker Listing Content"), and any changes to the Seller Listing Content or the Broker Listing Content, may be filed with one or more MLSs and be included in compilations of listings; and







- ii. Seller(s) understand(s) and acknowledges that the MLS will disseminate the Property's listing information to all MLS Brokers who operate Internet web-sites, as well as on-line providers such as www.realtor.com and that the information on those web-sites may generally be available to the public, further distributed and reproduced; and
- iii. Seller hereby grants to Broker a non-exclusive, irrevocable, worldwide, royalty free license to use, sublicense through multiple tiers, publish, display and reproduce the Seller Listing Content, to prepare derivative works of the Seller Listing Content and to distribute the Seller Listing Content or any derivative works thereof. This non-exclusive license shall survive the termination of this Agreement.

		Seller Listing Content and to distribute the Seller Listing Content or any derivative works thereof. This non-
~		exclusive license shall survive the termination of this Agreement.
C.		YER BROKERS/BUYERS ACCESS TO PROPERTY. Subject only to the restrictions listed below, Seller
		horizes Broker to allow buyer brokers and/or buyers access to the interior and exterior of the Property. Broker is
		T responsible for verifying that a buyer has a Buyer Broker Agreement with a brokerage. Restrictions: NONE
		If Tenant Occupied, subject to required notice under the law. Name and Contact Information of Property Manager,
		if applicable:
		List Restrictions:
D.	BR	OKER CONSENT REQUIRED TO MODIFY.
		e following Seller's authorizations serve as material inducement for formation of this agreement and may not be
		hdrawn without Broker's written consent. Seller's attempt at non-compliance with this provision constitutes
		erference with Broker's ability to perform under this Agreement and a material default of this Agreement, which
		itles Broker to all remedies available through law and/or equity.
		LLER AUTHORIZES:
	i.	MLS. YES NO Unless otherwise provided in Para. 13, Brokerage to list the Property with the MLS, or
		LISTING EXCHANGE (LEX), if any, of the local Board or Association of REALTORS®. Seller acknowledges
		that by placing the Property in the MLS, Broker is required to adhere to all MLS Rules and Regulations, which
		includes reporting the terms of the sale to the MLS; NMAR Form 1820 — Information Sheet – Multiple Listing
		Service.
	ii.	INTERNET. □ YES □ NO Broker to place Property and/or allow the MLS to place Property for display on
		the Internet. If Seller does not want the Property to be displayed on the Internet, then Seller acknowledges that the
		listing will not appear on ANY Internet sites, including, www.realtor.com or the listing Brokerage's website and
		that consumers who conduct searches for listings on the Internet will not see information about the Property in
		response to their searches. With the exception of removal from other MLS participants' Internet websites, under
		NO circumstances shall Broker be responsible for removing the listing from Internet websites of online providers
	:::	once Seller has authorized Broker and/or MLS to place Property on the Internet. SIGNAGE. NO Broker to place a "For Sale" sign on the Property, if not otherwise prohibited;
		KEYS. YES NO Broker to prace a For Sale sign on the Property, it not otherwise promotical; KEYS. YES NO Broker to provide keys to other Brokers and Agents and other authorized personnel to
	IV.	show the Property and to permit access for marketing and inspections;
	v.	PROPERTY INFORMATION. \square YES \square NO Broker to obtain information about the Property, such as utility
	٧.	bills, loan information, documents, surveys or ILR's, appraisals, etc.;
	vi.	LOCKBOX. YES NO Installation of a lockbox on the Property to show the Property. A lockbox is a locked
	, 20	container on the Property in which a key is placed. The lockbox may be opened by a key, combination or
		programmer key, permitting access to the Property. Seller acknowledges that a lockbox and any other keys left
		with or available to Broker will permit access to the Property by Broker or any other broker, with or without
		potential purchasers or tenants, even when Seller or occupant is absent. Seller further acknowledges that, from time
		to time, unauthorized persons may have gained access to properties using lockboxes. Seller acknowledges that
		neither the Brokerage, Broker, nor any Board or Association of REALTORS® is insuring Seller or occupant
		against theft, loss or vandalism resulting from any such access.
	vii.	PHOTOGRAPHY. □ YES □ NO In accordance with state and federal law, Broker to take and/or contract with
		a third-party vendor to take photographs and/or video ("Images") of the Property, including aerial (drone) Images,
		and to use such Images to market the Property as Broker deems appropriate. SELLER BE AWARE: Other
		brokers and/or buyers viewing the home may take photographs and/or videos of the home, both inside and

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13.

videoed.

NEW MEXICO ASSOCIATION OF REALTORS® — 2025 LISTING AGREEMENT – EXCLUSIVE RIGHT TO SELL

outside. Seller is advised to remove from view any items that Seller does not wish to be photographed or



	viii	OTHER:
E.	NC	BROKER CONSENT REQUIRED TO MODIFY. Seller may modify Seller's authorization below at any time
		h written notice to Broker.
	i.	OFFERS. Broker to divulge \square terms \square existence of offers on the Property in response to inquiries from buyers
		or cooperating brokers.
	ii.	OPEN HOUSES BY OTHER BROKERS. (check all that apply). Broker to authorize \square Associate and
		Qualifying brokers within Broker's Brokerage* and/or Qualifying Brokers outside Brokers Brokerage to hold
		an Open House of Property. *IMPORTANT NOTE TO BROKERS: Per NMREC rules, associate brokers
		("AB") under the same qualifying broker ("QB") can hold open houses for one another. ABs under different QBs
		WITHIN THE SAME BROKERAGE can hold open houses for one another IF the independent contractor
		agreement between the AB holding the open house and his/her QB allows the AB to conduct work for other QBs
		within the brokerage. Only QBs can hold open houses for brokerages other than their own and ABs engaging
		a QB from another brokerage to hold an Open House should notify his/her QB.
	iii.	PROPERTY ADDRESS; AVMS; BLOGGING. THIS SECTION ONLY APPLIES IF SELLER HAS
		AUTHORIZED BROKER TO PLACE PROPERTY ON THE INTERNET. Upon written notice to Broker of
		any change in Seller's authorizations, Broker shall transmit the request to the MLS. If Seller(s) authorizes Broker
		to submit the Property's listing information to the MLS in which Broker participates, some, but not necessarily all,
		websites to which the listing is disseminated may have features that either allow viewers to make comments about
		the Property that can be seen by others viewing the Property listing (blogging) or that provide a link to comments
		made by others about the Property. Additionally, those websites may include with the Property Listing an
		automated estimate of the market value of the Property or a link to the estimate.
		a. Seller(s) \(\subseteq does not want the address of the listed Property to be displayed on the Internet. If Seller(s)
		indicates that he/she does not want the Property address to be displayed on the Internet, then the Property will
		be disseminated via the Internet, but the Property address will not appear in conjunction with the listing.
		b. Seller(s) □ does □ does not want the viewers of the Property to have the capability to provide comments
		(blog) about the Property. If Seller(s) indicates that he/she does not want the blogging feature activated, then
		this feature will be disabled on all MLS participants' Internet websites. However, this feature may still appear
		on the Internet websites of other on-line providers that are not MLS participants.
		c. Seller(s) \(\subseteq does not want the site operator to allow/provide an automated estimate of the value of
		the Property (AVM) or a link to the same. If Seller(s) indicates that he/she does not want the AVM feature
		activated, then this feature will be disabled on all MLS participants' Internet websites. However, this feature
		may still appear on the Internet websites of other on-line providers that are not MLS participants.
		d. OTHER:
F.	RE	PORTING FALSE INFORMATION. If Seller(s) believes that information about the Property appearing or
	anc	ther MLS participant's website is false, they should notify the listing Broker who shall bring the false information
		he specific website operator, along with an explanation as to why the information is false. The website operator shal
	hav	re the obligation under MLS Policy to remove any false information. Information found on some public-facing
		bsites may be inaccurate; however, Broker has limited and in some cases no ability to remove falso
	inf	ormation from non-MLS participants' websites.
W	AIV	ER OF MARKETING THROUGH OR DELAYED ENTRY INTO THE MLS. This section to be completed
		Property will not be entered into the MLS within 48 hours of the beginning Term Date set forth in Para. 3
	-	MLS rules, if/while listing is withheld from dissemination through the MLS, broker may not conduct any
		marketing of the property, broker may only market the property within the Brokerage. NMAR Form 1820 -
_		ation Sheet – Multiple Listing Service. IMPORTANT NOTE TO SELLER: Brokerage's MLS may also require
		complete a Waiver Form if/while the Property is not being marketed through the MLS. Check applicable provision
		Broker shall not market Property through the MLS. Seller acknowledges he/she has been informed of the
1 1.		rketing benefits of the MLS and Seller hereby waives such marketing benefits.
	1114	record benefits of the files and sener hereby warres such marketing benefits.
	0.4.5	





	B.		Broker shall begin marketing the Property in the MLS within 48 hours of	ATE)
11	TE	or		
14.	con	sen	NT OCCUPIED PROPERTY. If Property is currently tenant-occupied, then Seller must obtain we t from Tenant for the following and provide such consent to Broker: NMAR Form # 2110 – Tenant's Co tograph Videograph:	
			photograph/videograph the inside of the Property. If Seller is unable to obtain such authorization, Broker sha	ll not
		pho	otograph or videograph the inside of the Property; Broker shall only photograph/videograph the Property from the propert	
	B.	•	hold an "Open House" to allow prospective Buyers to inspect the Property. If Seller is unable to obtain	such
		aut	horization, Broker shall not hold an "Open House" of the Property. IMPORTANT NOTE TO SELLER: Ter nt of consent allowing Broker to hold an "Open House" does <i>not</i> obligate Broker to do so.	
15.	SE		ER WARRANTIES; REPRESENTATIONS.	
			ARRANTIES.	
		i.	AUTHORITY/OWNER OF RECORD: Except as otherwise disclosed to Broker in writing, the person designated as Seller above and in the signature block of this Agreement is owner of record of the Property and has the authority to enter into this Agreement. Seller further warrants that there are no other owners of record of the Property, unless otherwise indicated:	perty
		ii.	INSURANCE: Seller has and shall maintain insurance covering personal injury on and property damage t	the
		11.	Property and shall continue to do so during the Term of this Agreement. In the event the Property is or becomes very	
			during the term of this Agreement, Seller shall notify Seller's casualty insurance company and obtain	
			endorsement necessary to maintain insurance coverage.	
		iii.	SELLER PROVIDED INFORMATION: Seller has accurately disclosed to Broker all adverse material fact	
			information concerning the Property known to Seller, including, but not limited to: all material information rel	
			to the connection to a public sewer system, septic tank or other sanitation system; the existence of any tax, judg	
			or other type of lien; the presence of any infestation by wood-destroying pests or organisms; and any current date to any portion of the Property, such as the roof, electrical, plumbing, etc During the term of this Agreement, Sugrees to continue disclosing to Broker all additional information of the type required by the preceding sent	Seller
			promptly after Seller becomes aware of any such information.	
		iv.	INTELLECTUAL PROPERTY LICENSE . Seller Listing Content, and the license granted to Brokerage for Seller Listing Content, do not violate or infringe upon the rights, including any copyright rights, of any persentity. Seller acknowledges and agrees that as between Seller and Brokerage, all Broker Listing Content is or	on or
	_		exclusively by Brokerage, and Seller has no right, title or interest in or to any Brokerage Listing Content.	
	В.		EPRESENTATIONS. Unless otherwise provided herein, there are no delinquencies or defaults under any Deed of Trust, Mortgag	ro or
		1.	other Encumbrance on the Property and the Property is not subject to any current litigation: Explain Defaults Delinquencies:	
		ii.	Is this a Short Sale? VES NO If yes, attach NMAR Form 2109 — Short Sale Addendum to Li	 isting
			Agreement.	
		iii.	Is Seller currently involved in any bankruptcy proceedings? YES NO If yes, Seller should determine to the proceedings of the Property.	what,
		iv.	if any implications, such bankruptcy may have on the sale of the Property. Is Seller currently involved in a loan modification? \square YES \square NO . If yes, Seller should determine what, i implications, such loan modification may have on the sale of the Property.	fany
		v.	Is the Seller receiving benefits from any employer, relocation company or other entity that provides benef Seller when selling the Property \square YES \square NO. If yes, provide name.	its to
		vi.	Does any person/entity have an Option or a Right of First Refusal ("RFR") to Purchase the Property?	
		•	\square YES \square NO. If yes, provide a copy of the Option or RFR to Purchase.	
16.	HO	LD	HARMLESS; INDEMNIFICATION; RELEASE.	
		HC	OLD HARMLESS AND INDEMNIFICATION. Seller shall hold harmless and indemnify Brokerage and Brokerage a	roker
		froi	m any liability or damages, including attorneys' fees, arising out of the following:	
		i.	incorrect or undisclosed information about the Property which Seller knew or should have known;	

Seller(s)_

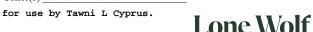




- ii. claims for any personal injury to third-parties or damage to the personal property of third parties occurring on the Property, provided such injury and/or damage is not due to Broker or Brokerage's own negligent, reckless or intentional actions. Such damages or claims to include costs and attorney's fees;
- iii. infringement of any copyright arising out of Brokerage's use of Seller Listing Content.
- **B. SELLER RELEASE.** Provided the following damages, claims or liability do not arise from the intentional, reckless or negligent acts of Brokerage, Broker or cooperating Broker, Seller agrees that neither Brokerage, Broker, nor any cooperating Broker shall be liable for any damages or claims for any personal injury or damage to real or personal property caused by acts of third parties, including, but not limited to, vandalism and theft or to acts outside of the parties' control, including, but not limited to, acts of God and freezing water pipes. The Brokerage shall not be responsible for maintenance of the Property unless otherwise agreed to in writing.
- 17. AUTHENTICITY/VERACITY OF PRE-QUALIFICATION LETTER/PROOF OF FUNDS Neither Broker, nor Brokerage is responsible for verifying authenticity/veracity of a buyer's pre-qualification letter or a buyer's proof-of-funds letter or for determining buyer's creditworthiness.
- 18. SERVICE PROVIDER RECOMMENDATIONS. If Broker/Brokerage 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 for any purpose, such recommendation shall be independently investigated and evaluated by Seller, who hereby acknowledges that any decision to enter into any contractual arrangement with any such person or entity recommended by Broker/Brokerage shall be based solely upon such independent investigation and evaluation.
- 19. INSPECTION REPORTS. The NMAR Residential Purchase Agreement (NMAR Form 2104) provides that if buyer opts to terminate the Purchase Agreement after conducting inspections of the Property, the buyer is NOT required to provide a copy of the inspection report to Seller unless otherwise directed by the Seller in writing. Further, if buyer objects to issues identified during the inspection, the Buyer is only required to provide a copy of the section of the report on which the objection is based unless otherwise directed by Seller in writing. The Purchase Agreement is structured like this for the following reasons: 1) if Seller receives information regarding adverse material facts in the Property and the contract terminates, the Seller and Broker/Brokerage will be required to provide this information to subsequent buyers; and (2) many inspection reports contain copyright language prohibiting the customer (who in most cases is the buyer) from sharing, reproducing or distributing the report, which means that if the transaction terminates and Seller needs to disclose adverse material facts identified in the report to another buyer, Seller would need to transfer those facts into NMAR Form 1110 Adverse Material Facts; Seller could not provide the entire report to another buyer.
- 20. 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.

21. NON-DISCRIMINATION.

- **A. RESIDENTIAL:** Seller 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, color, religion, sex, sexual orientation, gender identity, familial status, spousal affiliation, physical or mental handicap, national origin or ancestry and in some circumstances, age.
- **B. COMMERCIAL:** Seller 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.
- 22. 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 (FSA) within ninety (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 ten (10) acres and if the gross annual receipts from 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. (NMAR 2304A — Information Sheet — AFIDA).

- (NMAR 2304A Information Sheet AFIDA).
 23. LEAD-BASED PAINT. Are there buildings on the Property that were built prior to 1978? ☐ YES ☐ NO. If no, proceed to Para. 24.
 - A. DISCLOSURE AND INFORMATION REQUIREMENTS: If a residence on the Property was constructed before 1978, Seller MUST provide the following information to the Buyer. The Buyer should receive this information BEFORE making an offer on the Property. Seller cannot legally accept Buyer's offer unless Buyer has received the following AND completed NMAR Form 5112 Lead-Based Paint Addendum to the Purchase Agreement.
 - i The pamphlet titled, "Protect Your Family from Lead in Your Home".
 - ii Disclosure of known presence of lead-based paint and lead-based paint hazards;
 - iii A list and copies of all reports and records available to Seller pertaining to lead-based paint and lead-based hazards on the Property; and
 - iv A ten (10) day opportunity (or mutually agreed upon period) for the Buyer to conduct a risk assessment or inspection for the presence of lead-based paint hazards. Buyer may waive this opportunity (NMAR Form 5112 Lead-Based Paint Addendum)
 - **B.** REPAIRS AND RENOVATIONS; If the Property falls under the Lead-Based Paint Renovation, Repair and Painting Program ("Program"), AND there have been renovations or repairs made to the Property that are governed by the Program, Seller □ will □ will not provide a Lead-Based Paint Renovation, Repair and Painting Disclosure Addendum (NMAR Form 5112A Lead-Based Paint Renovation, Repair and Painting Disclosure Addendum.) For definitions of properties and renovations covered by the Program refer to NMAR Form 2315 Information Sheet Lead-Based Paint (LBP) Renovation, Repair and Painting.
- 24. PUBLIC IMPROVEMENT DISTRICT: Is the Property located in a Public Improvement District ("PID")?

 ☐ YES ☐ NO. If yes, per New Mexico law, Seller is prohibited from accepting an offer to purchase until Seller has provided specific PID disclosures to the Buyer.
- 25. HOMEOWNERS'/CONDOMINIUM UNIT OWNERS' ASSOCIATION ("HOA/CUOA"): Is Property located in an HOA OR CUOA? ☐ YES ☐ NO If yes, Per New Mexico law, Seller is required to provide specific HOA/CUOA disclosures to the buyer. For HOAs, see NMAR Form 4600 Information Sheet Homeowners' Association, NMAR Form 4650 Seller's Disclosure of Homeowners' Association Documents and NMAR Form 4700 Homeowners' Association Document and Disclosure Certificate. For CUOAs, see NMAR Form 2356 Condominium Association Information Sheet and NMAR Form 2302, Residential Re-Sale Condominium Addendum.
- 26. MEDIATION AND ARBITRATION. 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. NMAR Form 5118 Information Sheet Mediation Information for Clients and Customers. If any dispute arising between parties relating to this Agreement cannot be resolved by mediation, the dispute, controversy or claim arising out of or relating to this Agreement shall be settled by arbitration and shall be referred to the American Arbitration Association ("AAA") for arbitration in accordance with AAA Rules of Arbitration. NMAR Form 5121 Information Sheet Arbitration. Judgment upon the award rendered may be entered and enforced in any court of competent jurisdiction.
- 27. EXPERT ASSISTANCE. Broker advises Seller 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, provided Broker does not render advice on such matters.
- 28. 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 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.
- **29. 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.

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- 30. TIME IS OF THE ESSENCE. Time is of the essence with respect to the parties' performance under this Agreement
- 31. FORCE MAJEURE. Seller 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.
- 32. 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.
- 33. 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.
- 34. 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.
- 35. AUTHORITY OF SIGNORS. If 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 Seller for which they are 36 SURVIVAL OF OBLIGATIONS: The following provisions and paragraphs shall survive termination of this

	reement: 6(C), 26, 29, 31, 32, 33, 3	4, 35, 36, 38.
37.	ADDITIONAL TERMS.	
38.	ENTIRE AGREEMENT, ADDE	DA IN WRITING. This Agreement, together with the any addenda and any exhibits
	referred to in this Agreement, conta	ns the entire Agreement of the parties and supersedes all prior agreements with respec
	to the subject matter, which are not	expressly set forth herein. This Agreement may be modified only by written agreemen
	of the parties.	
	☐ Agency Addendum	☐ Other:
	☐ Short Sale Addendum	☐ Other:

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ATTENTION SELLERS: 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.
- Seller 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.
- 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.

Page 12 of 13	NMAR Form 1106 (2024 DEC)	©2022 New Mexico Association of Realtors®	Seller(s)
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SELLER(S)

Seller Signature	Printed Name	Date Time
Seller Signature	Printed Name	Date Time
	LISTING BROKER	
Broker Signature	Printed Name	Date Time
Cell Phone	Email	Broker □ is □ is not a REALTOR®
	LISTING BROKERAGE	
Brokerage Name		Phone
Address (Street, City, State, Zip Code)		
Qualifying Broker's Name		Seller's Qualifying Broker's NMREC License No.

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







PART I – 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







PART II – OTHER REQUIRED DISCLOSURES

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

	ER'S BROKER DISCLOSURES: Brokerage Relationship.	("Buyer's Broker") is working with the Buyer as a:
1.	☐ Transaction Broker	(Buyer s Broker) is working with the Buyer as a.
	☐ Agent with a written Buyer Broker Agreement with A	gency Addendum
	☐ Transaction Broker without a written Buyer Broker A	
2.	In-House Transaction: Buyer and Seller's Consent to l	
	☐ Brokerage is representing both Buyer and Seller.	Juan Representation, 110 Duan rigency created.
	☐ Buyer's Broker is licensed under the same Qualifying	Broker as Seller's Broker
	•	y in this Transaction. Broker has a written listing agreement with
		therwise stated in another agreement between Buyer's Broke.
		LIGATED to consent to this dual representation and that the
	may obtain their own broker to represent them in this	
		ALSO REPRESENTING THE SELLER IN THIS
	TRANSACTION YES or NO	Buyer's initials /
3.		r and Seller by means of written agency agreements with each o
٠.		Qualifying Broker; Designated Agency is a policy that discloses
		gent is the client's only representative in the Brokerage. When
		ed. Prior to writing or presenting this offer, Broker must obtain
	written consent from the parties to act as a Dual Agent (N	
4.		
	☐ Buyer's Broker has an OWNERSHIP INTEREST I	N PROPERTY
	☐ Buyer's Broker has a CONFLICT OF INTEREST o	r MATERIAL INTEREST (business, personal or family)
	☐ Buyer's Broker knows of ADVERSE MATERIAL F	I ACTS about the Property and/or Transaction
	E Buyer & Broker knows of the V ERSE WITTERWILL	1
	☐ Buyer's Broker has engaged a TRANSACTION CO	ORDINATOR:
SELLE	ER'S BROKER DISCLOSURES:	
	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	
	☐ Transaction Broker without a written Listing Agreement	
2.	Additional Disclosures: If applicable, check box below.	on, out with a compensation rigitation.
_,	☐ Seller's Broker has an OWNERSHIP INTEREST IN	N PROPERTY
		r MATERIAL INTEREST (business, personal or family)
	Schol S Bloke has a CONTERCT OF INTEREST O	i WATERIAL INTEREST (business, personal of family)
		1
	☐ Seller's Broker knows of ADVERSE MATERIAL F	ACTS about the Property and/or Transaction
	Seller 3 Broker knows of the V ERGE WITTERINE 1	Te 15 about the Property und of Transaction
	☐ Seller's Broker has engaged a TRANSACTION COC	ORDINATOR:

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







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☐ Buyer is a party to another Buyer-Broker Agreement				☐ Seller is a New Mexico Real Estate Broker			
	BUYER(S)				SELL	ER(S)	
uyer Signature	Printed Name	Date	Time	Seller Signature	Printed Name	Date	Time
uyer Signature	Printed Name	Date	Time	Seller Signature	Printed Name	Date	Time
<u>T</u>	HE FOLLOWING					ONLY. BROKERS A	RE NOT
		PAL	CTIES TO I	HIS PURCHAS	SE AGREEM	ENT.	
			BUYER'S E	BROKER(S)		*	
Buyer's Brokerage	Firm	Buyer's Broker	's Qualifying Bro	oker's Name and NM	REC License No.	Buyer's Broker's Em	ail Address
Buyer's Broker Na	me	Buyer's Broker'	's Team Name	Office Ph	one	Buyer's Broker's Cel	l Phone
Buyer's Brokerage	Address	City		State	Zip Code	Broker □is □is not a I	REALTOR®
Buyer's Brokerage	Firm	Buyer's Broker	's Qualifying Br	oker's Name and NM	REC License No.	Buyer's Broker's Em	ail Address
Buyer's Broker Na	me	Buyer's Broker	's Team Name	Office Ph	one	Buyer's Broker's Cel	l Phone
Buyer's Brokerage	Address	City		State	Zip Code	Broker □is □is not a RI	EALTOR®
		3	SELLER'S 1	BROKER(S)			
Seller's Brokerage	Firm			BROKER(S) oker's Name and NMI	REC License No.	Seller's Broker's Ema	ail Address
Seller's Brokerage Seller's Broker Nat			's Qualifying Bro			Seller's Broker's Ema	
	me	Seller's Broker	s's Qualifying Bro	oker's Name and NM			l Phone
Seller's Broker Na	me	Seller's Broker	s's Qualifying Bro	oker's Name and NMI Office Ph	one	Seller's Broker's Cell	l Phone
Seller's Broker Na	me Address	Seller's Broker Seller's Broker'	s's Qualifying Bro	oker's Name and NMI Office Ph	one Zip Code	Seller's Broker's Cell	Phone EALTOR®
Seller's Broker Nat	Address Firm	Seller's Broker Seller's Broker'	s's Qualifying Bro	Oker's Name and NMI Office Ph	Zip Code REC License No.	Seller's Broker's Cell Broker □is □is not a R	EALTOR®







1.	PARTIES AND AGREEMENT Buyer:		
		agr	rees to buy from
	Seller:		and
	described herein with Settlement/Signing date of ☐ Sole and Separate. (Check if Applicable): If Bu	ance with terms of this Purchase Agreement ("Agreement of the Purchase Agreement of the Purchase	ent") the Property
2.	PURCHASE PRICE . (Sum of A and B)	\$	
	A. APPROXIMATE CASH DOWN PAYMENT OR CASH DUE AT CLOSING	T □ to be determined by lender and/or Buyer OR \$	
	B. AMOUNT OF LOAN(S)	☐ to be determined by	
		lender and/or Buyer OR \$	
3.	market until termination of this Agreement or defaul Market"). While Off Market, Seller shall not acce	iting, as of the Date of Acceptance, Seller shall take thall by Buyer which is not waived by Seller, whichever cept any other offer to sell the Property, except a marketed through the MLS, the listing is subject to ML	occurs first ("Off Back-Up Offer.
4.	TIME OFF MARKET ("TOM") FEE. This paragr	graph to be used ONLY IF Buyer will be compensating	ng Seller for taking
		he TOM fee SHALL NOT be refunded to Buyer or a	
		npensation, Buyer shall deliver to Seller \$	
	In the event of termination of this Agreement Seller's	, no later thandays from Days shall retain the entirety of the TOM Fee. Buyer's failure	re to timely deliver
		greement. NMAR Form 2104(A) – Time-Off-Market F	
	Information Sheet and NMAR Form 2104(B) - Recei	eipt for Time Off Market.	•
5.		Earnest Money in the form of □ Ch	heck
	☐ Cash ☐ Note ☐ Wire Transfer of Funds ☐ Other		
	the Objection Deadline in Para. 22 or if Buyer has ☐ OTHER	Date of Acceptance OR if Buyer has no objection is objections to inspections, the date the parties reaction. Ea	ch Resolution OR arnest Money shall
	credit of any portion of the Earnest Money towards	nd/or Closing Costs upon the Funding Date. If the le is the Purchase Price, down payment and/or Closing Cled to Buyer after Closing. Buyer's failure to timely dent.	Costs, the Earnest
	BUYER WARRANTS THEY HAVE VIEWI ☐ IN PERSON	/ED THE PROPERTY AS FOLLOWS:	
	☐ REMOTELY VIA A VIDEO AND AUDI- VIEWS THE PROPERTY IN-PERSON.	NO CALL WHILE BROKER OR OTHER THIRD N. NMAR Form 1505 – Remote Viewing and Sight U EO(S) AND/OR PHOTOGRAPH(S). NMAR Form 1	nseen
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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 Licenses 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 regard 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 trademark 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.

SELLER(S)_





6. PROPERTY.

A	DE	CD	IDT	IZOT	
Α.	Dra	ソンド	ILL	ION.	

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
New Mexico Gross Receipts Tax (GRT) Location Code: (To be completed by Broker).
TYPE: ☐ Site built ☐ Manufactured housing ☐ Modular ☐ Off-site built ☐ Other:
. NMAR Form 2305 – Information Sheet - Manufactured Housing.
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 retaining any/all Other Rights, Seller should NOT sign this offer and should consult qualified legal counsel. TO BUYET
Other Rights previously severed from the Property and owned by third persons would not convey to Buyer by way of the
Agreement. Buyer should consult qualified legal counsel to determine what Other Rights, <u>IF ANY</u> , Buyer is acquiring
to understand how non-conveyance of Other Rights may affect Buyer, and to ensure Other Rights that will convey as
properly transferred at Closing.
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) & Dishwasher(s) Smoke Alarm(s) (if owned by
screen(s) Fire Alarm(s) (if owned by Seller)
Attached floor covering(s) Sollar Power System(s)/Panels (If leaved by Sollar Bion may)
 Attached mirror(s) Garbage disposal(s) Attached outdoor lighting & Garage door opener(s) Exist
Surage abor opener(s)
()
Edituseuping
TV
dish(cs)
outdoor plant(s) & tree(s) indicated below) • Outdoor plant(s) & tree(s) (other than those in
• Awning(s) including TVs, unless
Built in/attached speaker(s) & Oven(s) Oven(s) otherwise indicated below)
subwoofer(s) • Pellet, wood-burning or gas • Ventilating & air conditioning
Built-in Murphy bed(s) stove(s) system(s)
(INCLUDING mattress) • Range(s) • Water conditioning/filtration
• Ceiling fan(s) Security Systems(s) ALI /water softener/purification
• Central vacuum, to include all components (if owned by system(s) (if owned by Seller)
hoses & attachments Seller) • Window/door screen(s)

iii. 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 MULTIPLE LISTING SERVICE ("MLS") LISTING IS NOT INCLUDED IN THIS PURCHASE AGREEMENT UNLESS INCLUDED BELOW.

SELLER(S)





☐ Unattached window	☐ Freestanding Range(s)	☐ Satellite receiver(s) with
covering(s)	☐ Kitchen Refrigerator(s)	access cards (if owned by
☐ Audio component(s)	☐ Other Refrigerator(s)	Seller and if transferable)
☐ Video component(s)	☐ Garage door remote(s) #	☐ Unattached fireplace grate(s)
☐ Decorative mirror(s) above	NOTE: If the number of garage	☐ Unattached fireplace screen(s)
bath vanities	door opener remote(s) is left	☐ Unattached outdoor
\square Dryer(s)	blank, Seller's obligation shall be	fountain(s) & equipment
\square Washer(s)	no more than one working	☐ Unattached outdoor lighting
\Box Freezer(s)	remote.	☐ Hot Tub(s)
☐ Microwave(s)	☐ Storage Shed(s)	☐ Pool & spa equipment
\square TV(s)	□ OTHER	including any mechanical or
		other cleaning system(s)
third-party beneficiary, which me Paragraph. The amount of compedictated by MLS rules, the local, st If the Property is sold to Buyer identified to the Buyer's Brokerage as compensation agreement with the Buy	ATTENTION SELLER Agreement, the Buyer's Brokerage identifies eans that Seller shall be directly liable to ensation paid by a consumer to a Brokerage ate or National Association of Realtors® or ed in Para. 1 of this Agreement, Seller agrees pation upon Closing and Funding of the transaction of Brokerage (NMAR Form 4660 or its equitin addition to the compensation that Seller I	Buyer's Brokerage under this ge is fully negotiable and is NOT local, state or national law. Buyer's Brokerage under this NOT local, state or national law. Buyer's Brokerage under this series of the state of the
IMPORTANT NOTE TO BUYER	erty OR	Brokerage cannot receive from one
o. Cash, Eoan or steller finance	into.	
or seller financing); 2) the lender identified in the Pre-Qualification Seller's approval, the parties shall addresses the disposition of Earnest type, lender or loan program. If Ea Money shall be refunded to Buyer	ATTENTION BUYER following without Seller's approval: 1) the identified in the Pre-Qualification Letter Letter. Seller's approval SHALL NOT BI execute an addendum to this Agreement Money should Buyer be unable to close as a arnest Money disposition is not addressed in all circumstances except the following in accordance with this paragraph.	e; or 3) the loan-program type E unreasonably withheld. Upon that sets forth the change and result of the change in payment in the addendum, the Earnest
☐ Readily available		1
	hall purchase the subject Property for Cash and cash-out refinance ("Cash-Out Refinance Conti- satisfied or waived no later than ("Refinancing	ngency"). The Cash-Out
Refinance Contingency must be If the Cash-Out Refinancing	cash-out refinance ("Cash-Out Refinance Conti- satisfied or waived no later than ("Refinancing has not been satisfied or waived by the Refinancing that the Earnest Money, if delivered, shall be	ingency"). The Cash-Out g Deadline") nancing Deadline, this





	р tı е В. [days from the Date of Acceptance. Buyer shall provide Seller with a Pre-Qualification Letter from a lender no later thandays 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 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. 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. SELLER FINANCING. The approximate balance of \$
		ATTENTION SELLER is not responsible for verifying authenticity/veracity of pre-qualification and/or proof of funds letters or for ining buyer's creditworthiness.
	Fundi Conti Buyer Buyer A. □ -1 B. □ -1	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 Buyer represents that Buyer's property is NOT yet under contract for sale. ☐ If checked, attach NMAR Form 2503 Buyer's Sale Contingency Addendum.
10.	A. A	RAISAL. APPRAISAL CONTINGENCY. It is expressly agreed that notwithstanding any other provisions of this Agreement, ne 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:

- 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.

\boldsymbol{C}	A DDD	ATCAT	DEAD	INE
١	APPK	AISAL	DEAD	LIINE.

- 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.
 - 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"):
 - 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.
- 11. 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:
 - 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):

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 . On or before the Funding 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 Buver.

12. 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:
n	

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

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SELLER(S)





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 Sellers 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.

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.

13. 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 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.

14. 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 bear.

"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.** 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.
- C. 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.
- 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") and makes a buyer potentially liable for a foreign seller's tax obligation if a buyer fails to do so. For more information, refer to NMAR Form 2304 Information Sheet FIRPTA & Taxation of Foreign Persons Receiving Rental Income from U.S. Property.
 - A.

 FIRPTA EXCEPTION APPLIES. Buyer is relieved from obligation and liability under FIRPTA if BOTH of the following apply: 1) The sales price of the property is \$300,000 or less; AND 2) Buyer will be using the property as Buyer's primary residence ("Exception"). By selecting this section, Buyer Warrants the Exception Applies.
 - B.

 FIRPTA EXCEPTION DOES NOT APPLY. If the above Exception DOES NOT apply, and Seller is NOT a foreign person, 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.





A ATTENTION BUYER, SELLER AND TITLE COMPANY A

In the event Buyer does not obtain at Closing evidence excluding Seller from withholding, then Buyer shall have the right to direct the title company to withhold the applicable percentage of the amount realized from the sale of the Property. The title company shall remit the amount withheld either directly to the IRS or to the Buyer. The entity and/or person remitting the amount withheld to the IRS shall do so in accordance with IRS requirements. The brokers in this transaction shall not be liable for either party's failure to comply with FIRPTA requirements.

16. COSTS TO BE PAID. Buyer or Seller, as applicable, shall pay the following marked items: DO NOT USE THIS SECTION FOR SELLER CONCESSIONS/CREDITS; USE NMAR FORM 2101 – PRICE MODIFICATION/ SELLER CREDITS ADDENDUM. IF NOT IN AN ADDENDUM, SELLER CONCESSIONS/CREDITS WILL NOT BE CREDITED TO BUYER, EVEN IF THEY ARE INCLUDED IN THE MLS LISTING.

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:				Prior Title Policy Retrieval Fee			
Points – Buydown				Title Policy Cancellation Fee			
Points – Discount				Buyer Recording Fees	7		
Tax Service Fee				Buyer Recording Fees			
Flood Zone Certification				Seller Recording Fees			
Other:				Buyer Document Processing Fees			
				Seller 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 compa			
Taxes			*	be borne by the party who necessit party document necessitates the revi parties agree to equally split any fee	sion (e.g. sur	sion. In the every, appraisal	vent a third- , etc.), the
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:			
Other:			-	SEE PARA. 7 FOR BUYER'S BRO	OKERAGE (COMPENSA	TION.

Page 7 of 18 NMAR Form 2104 (2024 DEC) ©2022 New Mexico Association of REALTORS® BUYER(S) ______SELLER(S)

^{*}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.





17. 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
- B. CONTINGENCY. Provided the Contingency Deadline as set forth herein is met, this Agreement is conditioned on the
 - 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. 18. 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 \square Flagged Corners, if located \square 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. 22(H) shall further govern Buyer's right to object to the survey or ILR performed and resolution of Buyer's objections.
- 19. 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.
 - 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

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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. 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. \(\subseteq \) **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;
 - 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				
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.19(I))				
Other:				
MANUFACTURED HOUSING				
NMAR Form 2700 - Seller's Disclosure of MH				
Structural Engineer Inspection				
FHA Inspection				
Foundation Installation				
MH Division Permanent Foundation Permit				

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SELLER(S)





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.

- 20. 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).
- 21. 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.
- 22. INSPECTION CONTINGENCY. The parties are encouraged to employ competent and, where appropriate, licensed professionals to perform all agreed upon inspections of the property. Notwithstanding, if Buyer waives the Inspection Contingency, either by addendum or by failing to object or terminate by the Objection Deadline, then Buyer is NOT entitled to conduct inspections of the Property and Seller is NOT required to allow Buyer entry to the Property for purposes of conducting inspections, making observations or for any reason covered by this Paragraph. This waiver does not impact Buyer's rights under the Appraisal Contingency or the Walk-Through provisions of this Agreement. A. BUYER DUTIES AND RIGHTS.
 - i. BUYER'S DILIGENCE, ATTENTION AND OBSERVATION. Buyer has the following affirmative duties, which may be exercised through the Objection Deadline set forth below:
 - 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. Until and including the date of the Objection Deadline set forth below. 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, 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 through the Objection





Deadline. 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.

☐ 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
	unl	ess otherwise agreed to in writing, neither party shall be obligated to alter the Property so as to conform with city or
	cou	inty building codes. IF UTILITIES ARE ON AS OF THE DATE OF ACCEPTANCE, SELLER SHALL
	MA	AINTAIN UTILITIES THROUGH POSSESSION DATE OR DATE OTHERWISE STATED IN AN
	OC	CCUPANCY AGREEMENT.
Ε.	INS	SPECTOR SELECTION. Unless otherwise provided for in this agreement, Buyer shall have the right to select
		inspectors and order all inspections EVEN IF Seller has agreed to pay for the inspection(s).
F.		YMENT OF INSPECTIONS. Buyer shall pay for all inspections except the following, which shall be paid
- •		Seller:
G	•	SPECTION DEADLINES. Unless otherwise provided for in this Agreement, the following applies:
.		Delivery Deadline: Inspection reports and/or documents to be delivered no later than:
	1.	ordays 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.
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- 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, 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.
 - **OBJECTIONS.** NMAR Form 5141 Notice of Objection

D. AVAILABILITY OF UTILITIES FOR INSPECTIONS.

- 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 list the items/deficiencies for which Buyer is requesting the monetary concession or 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.
- 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"). If state or federal law requires that the type of repair/replacement be performed by a licensed professional/contractor/then Seller shall hire an appropriately licensed individual to make the repair/replacement 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 Date.
- 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 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. Notwithstanding the foregoing, Buyer is only obligated to provide the inspection report upon written request of the Seller if the termination is based on inspections.
- 23. 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.
- 24. 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.
- 25. 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.







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	A. \square A Home Warranty Plan shall be ordered by \square Buyer \square 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.
26.	DISCLAIMER. The Property is sold in its current condition including, but not limited to, the nature, location, amount,
20.	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 had 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.
2.7	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. 12) 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 and diving a self-the Date of A countries are small by your and to an avenue of the Date of A countries are small by your and to an avenue of the Date of A countries are small by your and to an avenue of the Date of A countries are small by your and to an avenue of the Date of A countries are small by your and to an avenue of the Date of A countries are small by your and to an avenue of the Date of A countries are small by your and to an avenue of the Date of A countries are small by your and to an avenue of the Date of A countries are small by your and to an avenue of the Date of A countries are small by your and to an avenue of the Date of A countries are small by your and to an avenue of the Date of A countries are small by your and to an avenue of the Date of A countries are small by your and to a small by your and to a small by the Date of A countries are small by your and to a small by the Date of A countries are small by your and to a small by the Date of A countries are
	in the same condition as of the Date of Acceptance, reasonable wear and tear excepted. The following items are specifically excluded from the above:
	excluded from the above.
28.	PRE-CLOSING WALK-THROUGH. Withindays 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
	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.
29.	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.
30.	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 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.
31	ASSIGNMENT. Buyer \square may \square may not sell, assign or transfer the Buyer's rights or obligations under this Agreement,
J1.	
	or any interest herein. In the event of a Riiver's Assignment. Riiver expressly acknowledges and agrees that notwithstanding
	or any interest herein. In the event of a Buyer's Assignment, Buyer expressly acknowledges and agrees that notwithstanding

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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.

- **32. 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.
- **33. 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 <u>IS</u> the <u>FINAL</u> 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 <u>FINAL</u> 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.
 - 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.
- **34. 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.
- **35. 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.
- **36. 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







- 37. 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.
- **38. 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.
- **39. 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.
- **40. 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.
- 41. 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.
- **42. 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.
- **43. 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.
- **44. 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.
- **45. 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.
- **46. SURVIVAL OF OBLIGATIONS.**
 - **A.** The following paragraphs shall survive Closing of the Property: 2, 6, 12, 13, 15, 16, 18, 19(I), 22, 24, 27, 29, 32, 35, 38, 41, 42, 43 and 46-49.
 - 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. 22 upon written request from Seller; the requirement that the parties sign an Earnest Money Consent to Distribution in accordance with Para. 23; and Paragraphs: 4, 5, 24, 32, 35, 36, 38, 41, 42, 43, and 46-49.
- **47. 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.

- 48. 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.
- 49. 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.

	☐ Addendum to Purchase Agreement – Back Up Offer (NMAR Form 1530)	☐ Mortgage/Deed of Trust Addendum (NMAR Form 2507)
	☐ Addendum No. (NMAR Form 5101 or 2300)	☐ Occupancy Agreement – Buyer/Seller (NMAR 2201/2202)
	☐ Buyer's Closing & Funding Sale Contingency (NMAR Form 2503A)	☐ Real Estate Contract Addendum (NMAR Form 2402)
	☐ Buyer's Sale Contingency Addendum (NMAR Form 2503)	☐ Residential Resale Condominium Addendum (NMAR Form 2302)
	☐ Escalation Clause Addendum (NMAR Form 2111)	☐ Septic System Contingency Addendum (NMAR Form 5120A)
	☐ Estimated Property Tax Levy	☐ Inspection and Observation Waiver Addendum (NMAR Form 5140)
	☐ Lead-Based Paint Addendum (NMAR Form 5112)	☐ Price Modification/Seller Credits Addendum (NMAR Form 2101)
	□ Other	Other
50. 1	EXPIRATION OF OFFER. This offer shall expire unles	s acceptance is delivered in writing to Buyer or Buyer's
		☐ p.m. Mountain Time. NOTE: UNTIL SELLER ACCEPTS ED AGREEMENT, BUYER MAY WITHDRAW THIS OFFER

<u>ATTENTION BUYERS AND SELLERS</u>

- 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







SELLER'S RESPONSE

SELLER ACKNOWLEDGES THAT SELLER HAS READ THIS ENTIRE AGREEMENT AND UNDERSTANDS THE PROVISIONS HEREOF. (SELLER SHOULD SELECT ONE):

ACCEPTANCE

	TS this Offer and AGREES to sell the Property for element. IF SELLER IS ACCEPTING THIS OFF N BELOW.		
	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 – S	Signature Addendum	

COUNTEROFFER

• **SELLER REJECTS** and submits a **Counteroffer**. NMAR 5102 or NMAR 2111B

IF SELLER IS REJECTING THIS OFFER AND SUBMITTING A COUNTEROFFER, SELLER SHOULD NOT SIGN THIS AGREEMENT, <u>BUT SHOULD INITIAL ALL PAGES AND INITIAL BELOW.</u>

SELLER(S)	
` ′	

NOTIFICATION OF MULTIPLE OFFERS

• **SELLER REJECTS** and submits a **Notification of Multiple Offers**. NMAR 5103 – Notification of Multiple Offers

IF SELLER IS REJECTING THIS OFFER AND SUBMITTING A NOTIFICATION OF MULTIPLE OFFERS, SELLER SHOULD NOT SIGN THIS AGREEMENT AND DOES NOT NEED TO INITIAL ANY /ALL PAGES BUT SHOULD INITIAL BELOW.

SELLER(S)	
()	

REJECTION

• SELLER REJECTS THIS OFFER.

IF SELLER IS REJECTING THIS OFFER, SELLER SHOULD NOT SIGN THIS AGREEMENT AND DOES NOT NEED TO INITIAL ANY/ALL PAGES <u>BUT SHOULD INITIAL BELOW</u>.

SELLER(S)	
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Address (Street, City, State, Zip Code)

NEW MEXICO ASSOCIATION OF REALTORS® — 2025 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:

— Le	gal Description
	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.	
	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. I
	Cooperating Brokerage has an exclusive relationship with a potential Buyer and/or Tenant, Listing Brokerage shall no
	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
4.	Seller/Owner, except with Listing Brokerage's prior approval. COMPENSATION. If the Property is sold or leased to a Buyer and/or Tenant identified in Paragraph 1 of this Agreement
4.	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 For Lease
	□ \$
5.	duration of the lease and any extensions DEFINITION OF COOPERATING BROKERAGE. Cooperating Brokerage means the Brokerage working with or
3.	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 cooperating 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 allextensions.
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.

Lone Wolf

Initials:

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NEW MEXICO ASSOCIATION OF REALTORS® — 2025 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 Firm	Listing Brokerage Qualifying Broker'	s Name and NMREC License No.	Listing Broker's Email Address
Listing Broker's Name	Listing Broker's Team Name	Listing Broker's Office Phone	Listing Broker's Cell Phone
Listing Brokerage Address		City	State Zip Code
			ker □ is □ is not a REALTOR®
By (Signature)	Date	Time	
By (Print)			
	COOPERATI	NG BROKERAGE	
hereby attests that the	Brokerage under the Buyer Brokerage under the Buyer Brown agreed to pay the Buyer's Brown agreed to pay the Buyer's Brown agreed to pay the Buyer's Brown agreement to be a second to be a	be received under this Agr	eement does not exceed the
Cooperating Brokerage Firm	Cooperating Brokerage Qualifying Br	oker's Name and NMREC License No.	Cooperating Broker's Email Address
Cooperating Broker's Name	Cooperating Broker's Team Name	Cooperating Broker's Office Phone	Cooperating Broker's Cell Phone
Cooperating Brokerage Address	City	State	Zip Code
By (Signature)	Date	Time	sker □ is □ is not a REALTOR®
By (Print)			





NEW MEXICO ASSOCIATION OF REALTORS® — 2025 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; o
 - 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.

Cover Page 1 of 2 NMAR Form 4660 (2024 DEC)	©2023 New Mexico Association of REALTORS®	SELLER(S)

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NEW MEXICO ASSOCIATION OF REALTORS® — 2025 BROKER DUTIES TO SELLER SELLER'S COMPENSATION TO BUYER'S BROKERAGE



PART II

	BROKERAGE RELATIONSHIP : Broker is working with Buyer in the following capacity: (check applicable) ☐ Transaction Broker (Non-Agency Relationship) WITH a Buyer Brokerage Agreement				
		WITH a Buyer Brokerage Agreemer	•		rovision
(Check if Applicable A.□ TRANSACTION will be assisting the may include, but not sellers; overseeing inspectors, other to the sellers.	ON COORDINATOR. Seller's Broke e Seller's Broker in the processing of to the limited to, the following: gatherin and organizing contractual deadlines; prokers in the transaction and the parsembling the final real estate transaction.	er(s) has engaged the services the real estate transaction. The g necessary information and p communicating and coordinate ties to the contract to facility	of a transaction transaction coc aperwork for an ting with lender	n coordinator who ordinator's services and from buyers and rs, title companies,
1	B.□ CONFLICT C	OF INTEREST/MATERIAL INTER al, or family nature in the transa			
		BUYER'S BE	ROKERAGE		
Buyer	's Brokerage Firm	Buyer's Broker's Qualifying Broker's	s Name and NMREC License No.	Buyer's B	oker's Email Address
Buyer	's Broker Name	Buyer's Broker's Team Name	Office Phone	Buyer	's Broker's Cell Phone
Buyer	's Brokerage Address	City	State Zip Code	Broker □is □	is not a REALTOR®
		SELI	LER		
Selle	r Signature	Printed Nam	e	Date	Time
Selle	r Signature	Printed Nam	e	Date	Time

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



NEW MEXICO ASSOCIATION OF REALTORS® — 2025 SELLER'S COMPENSATION TO BUYER'S BROKERAGE



While this form may be initiated by either the Buyer's Brokerage or the Seller, in the event the Seller initiates the use of this form to the Buyer's Broker, the Buyer's Broker must ensure that they provide to the Seller NMAR Form 1401 –Broker Duties prior to accepting this from the Seller.

	• • • • • • • • • • • • • • • • • • • •		
Γh	This Agreement is made by and between		
("E	("Buyer's Brokerage") and		("Seller").
1.	1. PROPERTY.		
	Address City	State	Zip Code
	Legal Description or see metes & bounds description attached as Exhibit,	Cou	nty, New Mexico.
2.	2. IDENTIFICATION OF BUYER(S). This Agreement ONLY applies to Buyer's Brokerage:	the following Specific Buy	er(s) represented by
3.	A. Sale. If during the term of this Agreement, the Property is sold to a/t Buyer's Brokerage compensation of% of Purel.	he Buyer identified in Para. hase Price; or \$	2 , Seller shall pay ; or er is represented by age cannot receive total amount of reement.
4.	4. TIMING OF PAYMENT AND AUTHORIZATION TO TITLE COM Closing of sale of Property and Seller hereby authorizes title company/age Brokerage upon Closing of Property.		
5.	TERM. The Term of this Agreement shall begin on Time on . If the Property is under Contract the Property with a/the Buyer identified in Para. 2 on the date this Agree automatically be extended through the Closing of the sale of the Property. Tinclude all extensions.	et or Seller is negotiating the ment would otherwise termi	inate, the term shall
6.	6. MEDIATION AND ARBITRATION. If a dispute arises between the parsubmit the dispute to mediation, jointly appoint a mediator and share equally be agreed upon or mediation is unsuccessful, the parties may enforce their rimanner provided by New Mexicolaw. NMAR Form 5118 - Information Customers. If any dispute arising between parties relating to this Agreeme controversy or claim arising out of or relating to this Agreement shall be settly Arbitration Act. NMAR Form 5121 - Information Sheet – Arbitration. Jud and enforced in any court of competent jurisdiction.	y the costs of the mediation. ghts and obligations under the Sheet - Mediation Information to cannot be resolved by meled by arbitration in accordanged.	If a mediator canno is Agreement in any tion for Clients and diation, the dispute ace with the Uniform
7.	7. ATTORNEY FEES AND COSTS. Should any aspect of this Agreement party of such action shall be entitled to an award of reasonable attorneys' fe		ation, the prevailing
8.	8. COUNTERPARTS. This agreement may be executed in one or more counter and all of which shall together constitute one and the same instrument.	erparts, each of which is deen	ned to be an original,
has war set j shot REA	This form and all New Mexico Association of REALTORS® (NMAR) forms are for the sole use of NMAR members has granted prior written authorization. Distribution of NMAR Forms to non-NMAR members or unauthorize warranty of the legal effectiveness or validity of this form and disclaims any liability for damages resulting from set forth in this paragraph. The parties hereby release NMAR, the Real Estate Brokers, their Agents and emp should consult your attorney with regards to the effectiveness, validity, or consequences of any use of this for REALTOR®. REALTOR® is a registered collective membership mark which may be used only by Real Estate REALTORS® and who subscribe to the Association's strict Code of Ethics.	ed Real Estate Licensees is strictly proh. m its use. By use of this form the parties cloyees from any liability arising out of t m. The use of this form is not intended	ibited. NMAR makes no agree to the limitations the use of this form. You to identify the user as a



NEW MEXICO ASSOCIATION OF REALTORS® — 2025 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. 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.
- 11. 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 —	1 IMPORTANT NOTICE TO SELLER	
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The amount of compensation paid by a Seller or Buyer to any Brokerage and other terms of any agreement to compensate a Brokerage are fully negotiable and are 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	<u>(S)</u>			
Seller Signature	Printed Name			Date	Time
Seller Signature	Printed Name			Date	Time
Ii	f additional signature lines are needed, please use N <u>BUYER'S BR</u>		ature Addeno	lum	
	ESTATION: Buyer Broker hereby a xceed the Compensation that Buyer h				
Buyer's Broker Signature				Date	Time
Buyer's Brokerage Firm	Buyer's Broker's Qualifying Brok	ter's Name and NMREC	License No.	Buyer's Broker'	's Email Address
Buyer's Broker Name	Buyer's Broker's Team Name	Office Phone		Buyer's Broker'	's Cell Phone
Buyer's Brokerage Address	City	State	Zip Code	Broker □ is □ is n	ot a REALTOR®
	BUYER'S ACKNOWLEDGMEN	T OF COMPEN	SATION		
Buyer Signature	Printed Name			Date	Time
Buyer Signature	Printed Name			Date	Time
Ii	f additional signature lines are needed, please use N	MAR Form 1150 – Sigr	ature Addeno	lum	

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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.

Lone Wolf



NEW MEXICO ASSOCIATION OF REALTORS® — 2025 **BUYER BROKERAGE AGREEMENT** PART II -OTHER REQUIRED DISCLOSURES



		shall update these, and all othe	er required disclo	osures as	s needed.	
Ch	eck if Applicable					
1.	assisting the broker in the not be limited to, the foresteering and organizing inspectors, other broker transaction; and assembly FORTH ON COVER REQUIRED BY BROKEN		tion. The transaction rmation and paper nicating and coor to the contract to file for closing. T	on coording work for dinating facilitate Cs OWE	ator's services and from buy with lenders, the closing of BROKER D	may include, buyers and sellers title companies of the real estate UTIES AS SET
•	Name of Transaction Co					
2.		TEREST/MATERIAL INTEREST nature in the transaction.				
3.	□ADVERSE MATERI the Broker has actual kn	AL FACTS. Explain any adverse ma owledge.	nterial facts related t	to the Prop	perty or Transac	ction about which
		BUYER	<u>(S)</u>			
Buyer	r Signature	Printed Na	me	Dat	e	Time
Buyer	r Signature	Printed Na	me	Dat	e	Time
		BUYER'S BRO	KERAGE			
Buyer	r's Brokerage Firm	Buyer's Broker's Qualifying Broker	xer's Name and NMREC	License No.	Buyer's Bro	oker's Email Address
Buyer	r's Broker Name	Buyer's Broker's Team Name	Office Phone		Buyer's Bro	oker's Cell Phone
Buyer	r's Brokerage Address	City	State	Zip Code	Broker \square is \square	is not a REALTOR®
("B	Broker Listed Properties")	DUAL REPRES eement with a seller related to a prop If Buyer consents to dual represer	erty or properties th	to Broker	Listed Propert	ties, Broker will
		Buyer in the transaction. Buyer unde A or B below, as applicable.	erstands that they ar	e NOT O	BLIGATED to	o consent to this
A.	•	TS TO DUAL REPRESENTATION)N.			
В.		NOT CONSENT TO DUAL RE		. If Buy	er does not c	onsent to Dual
		o Broker Listed Properties, then one				
	the Buyer in a represent Buye	es New Broker. Broker shall refer ny transaction involving Broker Li er in the transaction. The Brokerag t and any compensation due to the R oker. OR	sted Properties ("Re e Compensation un	Referral Bander this A	roker"). The n Agreement shal	ew broker shall Il remain in full
	as to Broker L represent Buye claim for Buye offering comp	s New Broker. Buyer and Brokerage isted Properties ONLY so that Buyer in that/those Broker Listed Properter Brokerage's compensation from Elementation to a buyer's broker), so the pensation offered.	r may obtain an alt ty transaction(s). In Buyer, Seller or Bro	ternative b this ever oker (if Br	oroker of Buye nt, Broker agre roker, as the Li	er's choosing to ses to waive any sisting Broker, is
,	Dayron Cionatana	D: (12)		ъ.		T:
	Buyer Signature	Printed Na	inc	Dat	C	Time



Time

Date

Buyer Signature

Printed Name







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 AND FOR THE SAME TERM IDENTIFIED IN PARA. 3.

Γhi	("B	uyer") and rokerage").
•	BROKERAGE RELATIONSHIP. The Brokerage and Buyer agree that Broker is providing services to Transaction Broker without creating an agency relationship. It is the parties' intention to minimize the like Buyer will be held liable for the acts and omissions of the Broker and to eliminate the possibility that Broker to Buyer under agency law. The term "Buyer" also includes Buyer as Tenant in the event this serves as a Tenant agreement, as indicated in Paragraph 2.	elihood tha s held liable
2.	BUYER COMMITMENT. PURCHASE LEASE. "Purchase" includes buying, exchanging, or creating a right to acquire any interest in property described in this Paragraph. If "Lease" is selected, Broker as a Tenant Broker under same conditions as set forth in Paragraph 1. If Broker is serving as a Tenant Broker "Purchase" also includes leasing or entering into an agreement or option to lease. Check either A or B below	will serve r, the term w.
	A. ALL INCLUSIVE COMMITMENT (COVERING ANY AND ALL PROPERTIES). Buyer grundersigned Brokerage the exclusive right to assist Buyer in locating and in the Purchase of real property described below, or any other real property which is acceptable to Buyer. Buyer will not work with any estate broker or without Broker to negotiate or Purchase any type of property described in this Particle.	generally other real
	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 Brokerage the right to assist Buyer exclusively, but only with respect to the Purchase of the Property desc Describe property fully and completely below. Buyer will not work with any other real estate broker Broker to view, negotiate, or Purchase any of the Properties described in this Paragraph, but Buye with any other real estate Broker or without Broker to locate, view, negotiate, or Purchase any p described in this Paragraph (if more space is needed, use NMAR Form 2300 – General Addendum	ribed below or withou may work roperty <u>no</u>
	Address (Street, City, State, Zip Code)	
	Legal Description or see metes and bounds description attached as Exhibit	
	Address (Street, City, State, Zip Code)	
	Legal Description or see metes and bounds description attached as Exhibit,County, N	ew Mexico.
Γ	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 Lico	nsees to whom

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.



Buyer(s)





3.	3. TERM. The term of this Agreement will begin on	and terminate at 11;59 p.m.
		erty is under contract or the Buyer is negotiating
	the Purchase of Property as defined in Paragraph 2 on the date the Agree	
	automatically be extended through closing or other final disposition of the	hat property. The word "Term" will include all
	extensions.	
4.	BROKER OBLIGATIONS. During the term of this Agreement Broker v	Vill:
	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	s;
	D. Assist Buyer in negotiating acquisition terms;	
	E. Assist Buyer in completing any necessary paperwork for the purchase but not limited to, offers, addenda and objections to inspections, discl	
	F. Assist Buyer in monitoring pre-closing and closing procedures; and	
	G. Other:	
5.	5. BUYER OBLIGATIONS. With regard to the type of property identif	fied 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 prop	perty requirements, financial qualifications and
	relevant personal situations;	
	C. Refer to Broker all inquiries from any source including, but not limite	d 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.	6. BROKER'S COMPENSATION IN THE EVENT OF PURCHASE.	
	IMPORTANT: UNDERSTANDING HOW A BUYER'S BROKE	
	RENDERED. A broker representing a seller ("Listing Brokerage") will	
	which the seller agrees to pay the Listing Brokerage some compensation.	
	seller is willing to compensate the brokerage representing the buyer in	
	compensation to a buyer's brokerage is provided for in a listing agr Brokerage and the seller; there is NO rule or law that requires the	
	brokerage or the Listing Brokerage to share compensation with a buy	
	The Listing Brokerage will then generally place the property for sale in a	
	database of properties for sale or lease in the geographical area covered by t	
	a buyer's brokerage or the Listing Brokerage has agreed to share composition	
	Broker may communicate this in a variety of ways including, but not limite	
	the Listing Brokerage/Broker's social media platforms; however, MLS	
	communicated through the MLS.	r and the same of
	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 i	
	Sheet - Brokerage Compensation, and NMAR Form 1820 - Informati	
	A. BROKERAGE EXPECTED COMPENSATION: (Check Applica	ble)
	□ \$ plus applicable New Mexico Gross Receipts Tax ("	NMGRT"); OR
	☐% of sales price of property plus NMGRT; OR	
	□ Other:	
	AMOUNT AND PAYMENT OF COMPENSATION. Broker	rage will attempt to collect the Brokerage
	Compensation from the Listing Brokerage or seller, but in the e	
	Compensation from the Listing Brokerage or seller, or can only collect	
	the Listing Brokerage or seller, THEN BUYER AGREES TO	
	EXPECTED COMPENSATION, MINUS ANY AMOUNTS THA	
	FROM THE LISTING BROKERAGE OR SELLER.	



Buyer(s)_





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.

ACKNOWI	EDGMENT	RV RIIVER
AUNINUM	/ F/ I / U T V I F/ N I	DIDUIEN

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 <u>NOT</u> dictated by MLS rules, the local, state or National Association of Realtors® or local, state or national law and that <u>NO</u> 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 or customers the same or similar properties as Buyer is seeking to acquire. Further, another buyer that Broker represents may wish to make an offer on the same property that Buyer intends to make an offer. Buyer consents to this activity and understands that Broker will not share details of Buyer's offer with the other buyer or the details of the other buyer's offer with Buyer.
- 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.



Buver(s)





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 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 AND ARBITRATION. 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. NMAR Form 5118 Information Sheet Mediation Information for Clients and Customers. If any dispute arising between parties relating to this Agreement cannot be resolved by mediation, the dispute, controversy or claim arising out of or relating to this Agreement shall be settled by arbitration and shall be referred to the American Arbitration Association ("AAA") for arbitration in accordance with AAA Rules of Arbitration. NMAR Form 5121 Information Sheet Arbitration. Judgment upon the award rendered may be entered and enforced in any court of competent jurisdiction. The prevailing party of such action shall be entitled to an award of reasonable attorneys' fees and court costs.
- 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

Lone Wolf

Buyer(s)





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.
- **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.

4	BUYER	<u> 2(S)</u>			
Buyer Signature	Printed Na	ıme		Date	Time
Buyer Signature	Printed Na	ame		Date	Time
	BUYER'S BRO	<u>OKERAGE</u>			
Buyer's Broker Signature				Date	Time
Buyer's Brokerage Firm	Buyer's Broker's Qualifying Bro	ker's Name and N	NMREC License No.	Buyer's Broker's	s Email Address
Buyer's Broker Name	Buyer's Broker's Team Name	Office	Phone	Buyer's Broker'	s Cell Phone
Buyer's Brokerage Address	City	State	Zip Code	Broker □ is □ is 1	not a REALTOR®

Page 5 of 5 NMAR Form 1206 (2024 DEC)

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Buyer(s)_____ wni L One Wolf





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;
- Performance of any and all written agreements made with the prospective buyer, seller, landlord (owner) or tenant;
- 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.
- 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.

- 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;
- 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;
- Prompt accounting for all money or property received by the broker;
- 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;
- 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.
- 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;
- 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® — 2025 BUYER BROKERAGE AGREEMENT – SHORT FORM PART II -OTHER REQUIRED DISCLOSURES



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

Ch	eck if Applicable	•		
1.	assisting the broker in the process not be limited to, the following overseeing and organizing con inspectors, other brokers in the transaction; and assembling the		e transaction coordin and paperwork for and coordinating contract to facilitate closing. TCs OWE	ator's services may include, but and from buyers and sellers with lenders, title companies to the closing of the real estate BROKER DUTIES AS SET
2.		T/MATERIAL INTEREST. Broker	has a material interes	est or relationship of a business
	personal, or family nature	e in the transaction. Describe	that material	interest and/or relationship
3.	□ADVERSE MATERIAL FA	CTS. Explain any adverse material fac	ets related to the Prop	perty or Transaction about which
	the Broker has actual knowledg			,
		BUYER(S)		
Buyer	Signature	Printed Name	Dat	Time
Buyer	Signature	Printed Name	Dar	te Time
		BUYER'S BROKERAG	GE	
Buyer	's Brokerage Firm	Buyer's Broker's Qualifying Broker's Name	and NMREC License No.	Buyer's Broker's Email Address
Buyer	's Broker Name	Buyer's Broker's Team Name	Office Phone	Buyer's Broker's Cell Phone
Buyer	's Brokerage Address	City State	Zip Code	Broker \square is \square is not a REALTOR®
("Br	resent both the seller and Buyer in all representation. Check A or B I BUYER CONSENTS TO BUYER DOES NOT CREPTED BUYER Chooses New the Buyer in any transepresent Buyer in the force and effect and an the Referral Broker. CB Buyer Chooses New I as to Broker Listed Prepresent Buyer in the claim for Buyer Broker	DUAL REPRESENTATION. CONSENT TO DUAL REPRESENT ET Listed Properties, then one of the for Broker. Broker shall refer Buyer to saction involving Broker Listed Properties transaction. The Brokerage Compet by compensation due to the Referral B DR Broker. Buyer and Brokerage shall be reperties ONLY so that Buyer may obt the those Broker Listed Property transaction are grage's compensation from Buyer, Sent to a buyer's broker), so that Buyer	NTATION. If Buy- blowing shall apply another broker of E- perties ("Referral B- ensation under this A- roker will be address released from all ob- tain an alternative of ction(s). In this ever- eller or Broker (if B-	Listed Properties, Broker will BLIGATED to consent to this er does not consent to Dual (Check One Below): Broker's choosing to represent roker"). The new broker shall Agreement shall remain in full sed between the Brokerage and eligations under this Agreement broker of Buyer's choosing to nt, Broker agrees to waive any roker, as the Listing Broker, is
Ī	Buyer Signature	Printed Name	Dat	re Time
Ī	Buyer Signature	Printed Name	Dat	te Time





ŀ	Before	e en	teri	▲ IMPORTANT NOTICE ing into this Agreement, review NMAR Form 1100 –		roker Compensation.
I	By en	teri er b	ng rok	into this Agreement, you represent that you have I kerage for the same property(ies) identified in Paragr	NOT entered into a Buraph 3 and for the same	yer Brokerage Agreement with eterm identified in Paragraph 2.
Th	is A	gree	emei	ent is entered into by and between		("Buyer") and ("Brokerage").
1.	BR	ЭK	ER	RAGE RELATIONSHIP. The undersigned Brokerage a	and Buyer agree that Bro	ker is providing services to Buyer as
	a Tr	ans	acti	ion Broker without creating an agency relationship.		
2.	TE	RM	. Th	he term of this Agreement will begin on unless otherwise extended under Para	and terminate	at 11:59 p.m. Mountain Time on,
3	IDE	TN	тт	unless otherwise extended under Para Y OF PROPERTY(IES) (hereinafter referred as "Pr	agraph 4 of this Agreeme	ent. dar or multiple)(check one):
٥.				ny Property Identified by Broker or Buyer	operty, whether singu	nai or munipic/(check one).
				ne Following Property(ies): (if more space is needed,	use NMAR Form 2300	- General Addendum)
		i.		te Following Froperty(tes). (If more space is needed,		- General Addendam)
			_			
		iii.				
4.				TATE SERVICES PROVIDED AND COMPENSAT	ION:	
	Α.	_		ing Services.	11 1 1 1	D 1: C 1: C 1:
		i.	to	ervices. Broker will provide Buyer limited services as for Property as such information is actually known to Br	llows: physical access to	Property and information pertaining
			Lis	isting Service in which the Broker is participant (collect	ively "Showing Services	").
		ii.		ompensation. Buyer shall compensate Broker as for		
			("1	NMGRT"). Check ALL that apply.		•
				[] \$ (Flat Fee)	\$	/ Per Property Shown
				S/ Per Hour or Portion Thereof	☐ Other:	
				S RETAINER – A flat fee amour		
				in this paragraph. Remainder of Retainer to be a within ten (10) business days of the end of the Terr		ng with a statement of deductions,
				NO Fee For Showing Services.	<i>y</i>	
				- · · · · · · · · · · · · · · · · · · ·		
		•••	C.	Compensation paid to Broker under Paragraph 4(B),	if any, UNLESS the this	box is checked.
		111.		ompensation Earned/Due. Compensation to Brokerag Upon Full Execution of this Agreement	e due under this Paragra	pn 4(A) shan be earned and due:
				Following either Each Hour Worked or the Showin	ng of Fook Droporty of	annliaghla
				At the End of the Term	ig of Each Froperty, as	аррисане.
				Retainer: Due upon full execution of this Agreemen	nt, corned nor hour or:	nor showing, as annlicable
				1 Othor		
	R	Rr	u مادور	er Representation. In the event Buyer makes an offe	er to nurchase or lease	a Property during the Term of this
	Δ.	Ag	reer	ment, Buyer and Broker agree as follows:	or to purchase or lease	a froperty daring the ferm of this
		i.		ervices. Broker shall represent Buyer exclusively in the	purchase or lease of the	Property.
		ii.		ompensation. Buyer shall compensate Broker as follow	• •	
			<u>Fo</u>	or Purchase	For Lease	
			Ц	1 \$	□ \$	_ □ Other: % of lease rate for Property for
			ᆜ	or Purchase \$	□ <u> </u>	% of lease rate for Property for
		•••	Ļ	Other: of Compensation. Brokerage v	the duration of t	he lease and any extensions.
		III.	Ar	mount and Payment of Compensation. Brokerage values and/or college Purvey shall be responsible for	will attempt to collect t	the Compensation from the Listing
				rokerage and/or seller. Buyer shall be responsible for rokerage is unable to collect from the Listing Broker		ny amount of Compensation that

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- iv. 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.
- v. 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. OTHER POTENTIAL BUYERS. Buyer acknowledges that Broker may make known to other buyer clients or customers the same or similar properties as Buyer is seeking to acquire. Further, another buyer that Broker represents may wish to make an offer on the same property that Buyer intends to make an offer. Buyer consents to this activity and understands that Broker will not share details of Buyer's offer with the other buyer or the details of the other buyer's offer with Buyer.
- 7. **MEDIATION AND ARBITRATION.** 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. NMAR Form 5118 Information Sheet Mediation Information for Clients and Customers. If any dispute arising between parties relating to this Agreement cannot be resolved by mediation, the dispute, controversy or claim arising out of or relating to this Agreement shall be settled by arbitration and shall be referred to the American Arbitration Association ("AAA") for arbitration in accordance with AAA Rules of Arbitration. NMAR Form 5121 Information Sheet Arbitration. Judgment upon the award rendered may be entered and enforced in any court of competent jurisdiction. The prevailing party of such action shall be entitled to an award of reasonable attorneys' fees and court costs.
- 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. 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.
- 9. 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 <u>NOT</u> 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 Printed Name Date Buyer Signature Time **BUYER'S BROKERAGE** Date Time Buyer's Broker Signature Buyer's Brokerage Firm Buyer's Broker's Qualifying Broker's Name and NMREC License No. Buyer's Broker's Email Address Buyer's Broker Name Buver's Broker's Team Name Office Phone Buyer's Broker's Cell Phone Broker □ is □ is not a REALTOR® Buyer's Brokerage Address City State Zip Code





This Addendum is a part of the Buyer Brokerage Agreement ("A	
\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	nd ("Buye
Brokerage").	
For good and valuable consideration, the receipt and sufficient	ency of which are hereby acknowledged, the parties agree
amend the Agreement as follows:	
1. BUYER COMMITMENT.	
Brokerage the exclusive right to assist Buyer in locat generally described below, or any other real property any other real estate brokerage or without brokerage of property described in this Paragraph. i. General Location: ii. Type: Check all applicable	ING ANY AND ALL PROPERTIES). Buyer grants the ing and purchasing or leasing, as applicable, real property which is acceptable to Buyer. Buyer will not work with to negotiate and purchase or lease, as applicable, any type VACANT LAND FARM AND RANCH
C. LIMITED COMMITMENT (SPECIFIC IDEN	TIFIED PROPERTIES). Buyer grants the Brokerage the
described below. Buyer will not work with any other negotiate, or Purchase (or lease, if applicable) any of	to the purchase or lease, as applicable, of the property (ies) her real estate brokerage or without Brokerage to view, the properties described in this Paragraph, but Buyer may Brokerage to locate, view, negotiate, or purchase (or lease graph.
Address (Street, City, State, Zip Code)	
Legal Description or see metes and bounds description attached as Ex ii. Address (Street, City, State, Zip Code)	hibit,County, New Mexico.
Legal Description	
or see metes and bounds description attached as Ex	hibit,County, New Mexico.
2. TERM EXTENSION. The term of the Agreement sh	
3. BROKERAGE'S COMPENSATION: Brokerage's ("Broker Compensation Amendment"). NMGRT shall	s Compensation is hereby amended to the amount below l be added to amounts below. (Check Applicable)
For Purchase:	For Lease:
□ \$; OR	□ \$; OR
☐% of sales price of property; OR	☐% of lease rate for the duration of lease
☐ Other:	and any extensions or options; OR
	☐ Other:
	
	R: Buyer's Brokerage cannot receive from one source or more than the Brokerage Compensation set forth in the

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▲ ATTENTION BUYERS ▲

The amount of compensation paid by a Buyer to a Brokerage is fully negotiable and is <u>NOT</u> 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.

Buyer's I						
	Broker Name	Buyer's Broker's Team Name	Office Phone	2	Buyer's Br	oker's Cell Phone
Buyer's I	Brokerage Firm	Buyer's Broker's Qualifying Bro	ker's Name and NMRE	C License No.	Buyer's Brok	er's Email Address
Buyer's I	Broker Signature				Date	Time
		BUYER'S BROD	<u>KERAGE</u>			
Buyer Sig	gnature	Printed Na	ame		Date	Time
Buyer Si	gnature	Printed Na	ame		Date	Time
pro con Ado	visions of the Buyer trol. The remaining, dendum shall remain i	Brokerage Agreement and/or any e unchanged provisions of the Bu in effect. BUYER	earlier Addendum yer Brokerage A	n, the provis	sions of this A	ddendum shal
4. OT	HER.					
	Legal Description or see metes and bo	ounds description attached as Exhib	oit,	C	ounty, New Mo	exico.
	Address (Street, City,	State, Zip Code)				
t	Only the following prothe below specified	by the Buyer Brokerage Agreemen operty: In the event Buyer does <u>NO</u> property, this Brokerage Compension set forth in the Buyer Brokerage	OT close (or entersation Amendme	nt shall bed		

QUALIFYING BROKER

Qualifying Broker Signature Printed Name Date Time



NEW MEXICO ASSOCIATION OF REALTORS®– 2025 ADDENDUM NO.



BUYER BROKER AGREEMENT TERMINATION ADDENDUM

ınd		("Buyer")
		("Brokerage").
The par	ties agre	e to amend the Agreement as follows:
1.	terminat neither p	NDITIONAL TERMINATION: Subject to the following conditions, the parties hereby agree to the early ion of the Agreement, effective date Except as otherwise stated below, early shall have any further obligation to one another under the Agreement. 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.
		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): 2.
		3.
		OTHER.



NEW MEXICO ASSOCIATION OF REALTORS®– 2025 ADDENDUM NO. _____ BUYER BROKER AGREEMENT TERMINATION ADDENDUM



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A	Λ
IMPORTANT NOTICE TO BUYER	43

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.

	BUYE	R(S)	>		
Buyer Signature	Printed	Name	Date Time		
Buyer Signature	Printed BUYER'S F		Date Time		
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	Timed Name	Dute	Time
Qualifying Broker Signature	Printed Name	Date	Time

Page 2 of 2 NMAR Form 5115 (2024 MAR)

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NEW MEXICO ASSOCIATION OF REALTORS® — 2025 ADVISORY TO UNREPRESENTED BUYER BROKER DUTIES



PART I – BROKER 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 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 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 seller(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 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 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 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.

Cover Page I	NMAR Form 1208 (2025 FEB)	©2023 New Mexico Association of REALTORS®	Buyer' Initials:



2.

NEW MEXICO ASSOCIATION OF REALTORS® — 2025 ADVISORY TO UNREPRESENTED BUYER **BROKER DUTIES**



PART II – BROKER DUTIES

1.		SHIP: Seller's Broker has a Lis		nd is working as:
		Broker (Non-Agency Relationsh	iip)	
_	Seller's Agent (Agency			
2.		(Check all applicable). Broker	shall update all disclosures a	s needed.
	be assisting the Seller's B include, but not be limited overseeing and organizing other brokers in the transassembling the final real expage 1. Name of Transaction Coor B. CONFLICT OF INT	roker in the processing of the reto, the following: gathering nece contractual deadlines, communication and the parties to the constate transaction file for closing. rdinator: EREST/MATERIAL INTERIOR	al estate transaction. The transsary information and paperwork cating and coordinating with Intract to facilitate the closing TCs OWE BROKER DUTIL	a transaction coordinator who wisaction coordinator's services may break for and from buyers and sellers enders, title companies, inspectors of the real estate transaction; an ES AS SET FORTH ON COVER
	the Seller's Broker has act			roperty or Transaction about whic
_		SELLER'S		
	Seller's Brokerage Firm	Seller's Broker's Qualifying Br	oker's Name and NMREC License No.	Seller's Broker's Email Address
_	Seller's Broker Name	Seller's Broker's Team Name	Office Phone	Seller's Broker's Cell Phone
_	Seller's Brokerage Address	City	State Zip Code	Broker □is □is not a REALTOR®
		BUYE	<u>R(S)</u>	
-	Buyer Signature	Printed N	Name Da	te Time
-	Buyer Signature	Printed N	Name Da	te Time



NEW MEXICO ASSOCIATION OF REALTORS® — 2025 ADVISORY TO UNREPRESENTED BUYER



INTENDED USE OF FORM

This form is to be used by a Listing Broker/Brokerage when either a buyer has elected <u>NOT</u> to work with the Listing Broker OR the Listing Broker has elected <u>NOT</u> to work with the buyer AND the buyer has elected <u>NOT</u> to work with another buyer's broker and <u>HAS</u> elected to represent themselves in the transaction.

Brokerage:		
Broker:		
Qualifying Broker Name and License No.:		
Property located at:		
Address (Street, City, State, Zip Code)		
Legal Description or see metes and bounds or other legal description attached as Exhibit (Property).	,	_County(ies), New Mexico

▲ ATTENTION BUYER ▲

IMPORTANT NOTICE TO BUYER FROM LISTING/SELLER'S BROKERAGE AND IF APPLICABLE, THE LISTING/SELLER'S BROKER'S TRANSACTION COORDINATOR, AND BUYER'S AFFIRMATION

NO BUYER BROKER REPRESENTATION. By your signature below, you affirm the following:

- You have represented to the Listing Broker that you do not have a Buyer's Broker; AND
- You have been advised by the Listing Broker/Brokerage to retain a broker to represent you in the transaction; AND
- Despite this advice, you have elected NOT to work with a buyer's broker in this transaction; AND
- You will be representing yourself in this transaction.

As such, I, as well as any transaction coordinator that I have engaged, will be working STRICTLY on behalf of the Seller throughout this transaction.

<u>BROKER DUTIES</u>. I, and any transaction coordinator involved, owe you the Broker Duties listed under **Section A** on cover page I of this Notice; however, I/we **DO NOT** owe you the Broker Duties listed under **Section B** on cover page I of this Notice.

NO SERVICES: I/we will present all offers submitted (unless otherwise directed in writing by the Seller) and inform the Seller(s) of any material information you provide to me/us, but I/we will NOT be providing you services in this transaction. Among the services I will **NOT** be providing are the following (**Please Note: this is NOT an all-inclusive list**):

- 1. Providing you with opinions or advice;
- 2. Assisting you in evaluating any counteroffer;
- 3. Assisting you in drafting an offer or any counteroffer, notices, or other information;
- **4.** Providing you with relevant market information;
- 5. Providing you with information related to any contractual duty you may have under the Purchase Agreement;
- 6. Arranging for the completion of any obligations you may be required to meet under the Purchase Agreement;
- 7. Assisting you in meeting any deadline you are required to meet under the Purchase Agreement; or
- **8.** Providing you with information related to service providers, such as title companies, mortgage companies, insurance companies, attorneys, inspectors, contractors, surveyors, engineers and others.

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NEW MEXICO ASSOCIATION OF REALTORS® — 2025 ADVISORY TO UNREPRESENTED BUYER



▲ ATTENTION BUYER **▲**

<u>USE OF FORMS</u>: Broker may, but is not obligated, to provide you with forms to use in this transaction. If Broker provides you with an NMAR Purchase Agreement for use in this transaction, nothing herein requires the Broker to provide you with any additional NMAR Forms. NMAR Form 1208A - Use of NMAR Forms by Unrepresented Party.

<u>ASSISTANCE</u>: If you require assistance, you should retain your own broker or attorney. Nothing herein precludes you from later obtaining a buyer's broker to represent you, later requesting that I, the Listing Broker, represent you (though I make no commitment herein to represent you at a later date) and/or obtaining a licensed New Mexico real estate attorney to assist you in the transaction.

<u>SELLER COMPENSATION TO LISTING BROKERAGE</u>. Your decision to proceed in this transaction without the representation of a broker will not automatically result in a reduction in the amount of compensation that the Seller will pay the Listing Brokerage under the Listing Agreement.

BUYER(S)

Buyer Signature	Printed Name	Da	nte Time
Buyer Signature	Printed Name	Da	ite Time



NEW MEXICO ASSOCIATION OF REALTORS® — 2025 USE OF NMAR FORMS BY UNREPRESENTED PARTY



NOTICE TO PARTY RECEIVING THIS FROM BROKER

The Broker in this transaction is a member of the New Mexico Association of REALTORS® ("NMAR"). Only NMAR members and those specifically authorized by NMAR may utilize NMAR forms. For the benefit of the Broker and the Broker's client, you are being provided NMAR forms for use in the specific transaction identified below. Your use or sharing of these NMAR forms outside of this specific transaction is strictly prohibited. The unauthorized use of NMAR forms is subject to copyright law and will result in legal action to the fullest extent of the law.

If you wish to receive Information Sheets or other NMAR forms referenced in an NMAR form provided to you, please ask the Broker. However, nothing herein requires the Broker to provide you with any additional NMAR forms.

By simply providing you with NMAR forms for use in this specific transaction, the Broker is NOT representing you or directly providing real estate services to you. Further the Broker is not responsible for assisting you in completing any NMAR form provided to you, answering questions for you regarding the NMAR form or assisting in compliance with any term or obligation of any NMAR form you sign. If you have questions regarding any NMAR form provided, you are encouraged to retain your own Broker and/or consult with a licensed New Mexico real estate attorney.

BROKER INFORMATION:		
Brokerage:		
Broker:		
Broker's Qualifying Broker and License Number:		
Name TRANSACTION INFORMATION:	License No.	
Date:		
Broker's Client:		
Property located at:		
Address (Street, City, State, Zip Code)		
Legal Description or see metes and bounds or other legal description attached as Exhibit,	Cou	nty(ies),

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Page 1 of 1 NMAR Form 1208A (2024 JUL)

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INITIALS



NEW MEXICO ASSOCIATION OF REALTORS® — 2025 BROKER NOTIFICATION OF COMPENSATION



SELLER:
BUYER:
PROPERTY:
Address (Street, City, State, Zip Code)
Legal Description Or see metes and bounds description attached as Exhibit
☐ 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 amoun of:
\$plus applicable New Mexico Gross Receipts Tax ("NMGRT"); OR \$\times_{\text{\tilde{\text{\texi{\texi{\text{\texi{\text{\texi}\texi{\texi{\texi{\texi{\texi{\texi{\texi\til\titt{\texi\texi{\texi{\texi{\texi{\tex
Seller has agreed to pay Buyer's Brokerage compensation in the amount of:
\$ plus applicable New Mexico Gross Receipts Tax ("NMGRT"); OR
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
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 below.
Buyer has agreed to pay Buyer's Brokerage compensation in the amount of:
splus applicable New Mexico Gross Receipts Tax ("NMGRT"); OR
% of sales price of property plus NMGRT. Other:
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.
Seller Concessions shall be used as follows: Buyer's Brokerage Compensation Buyer's Closing Costs Other:

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Lone Wolf



NEW MEXICO ASSOCIATION OF REALTORS® — 2025 COUNTEROFFER NO.



	Counteroffer is made a part of the Residential Commercial Vacant Land Farm and Ranch Purchase ement dated between
	("Buyer") and
	("Seller") and
relati	ng to the purchase of the following Property:
Address	s (Street, City, State, Zip Code)
Legal D	Description
or see	e metes and bounds description attached as Exhibit,County, New Mexico;
INCI references	bove-described Purchase Agreement is hereinafter referred to as "Purchase Agreement". The Purchase Agreement LUDES all addendums submitted with the Purchase Agreement/Offer that are expressly incorporated by ence into the Purchase Agreement, meaning that if a party wishes to change any term(s) of an addendum(s), that not already changed in a prior incorporated Counteroffer, that change would need to be included in this ateroffer.
1.	INCORPORATED COUNTEROFFERS. Counteroffers that are NOT expressly referenced below are NOT incorporated into the Purchase Agreement. Counteroffers are incorporated by reference into the Purchase Agreement, except as expressly modified by this Counteroffer.
2.	CHANGES TO TERMS OF PURCHASE AGREEMENT . The terms of the Purchase Agreement are changed as follows:

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Lone Wolf

Initials: Buyer ____/___ Seller _



NEW MEXICO ASSOCIATION OF REALTORS® — 2025 COUNTEROFFER NO. _____



			•
	MAIN THE SAME. All other terms and are not otherwise modified by this Count		•
☐ Buyer or Buyer's Broker or ☐ a.m. ☐ p.m. Mountain Sta	tance is delivered in accordance with Sect		at
	ent Counteroffer, party receiving this C below, which indicates this Counteroffe		NOT sign this
☐ REJECTS & SUBMITS Cour ☐ REJECTS this Counteroffer.	,). INITIALS:	
BUYER AND/OR SELLER'S SIG OF THIS COUNTEROFFER.	NATURE BELOW INDICATES BUYI BUYER	ER AND/OR SELLER'S	S ACCEPTANCE
Buyer Signature	Printed Name	Date	Time
Buyer Signature	Printed Name SELLER	Date	Time
Seller Signature	Printed Name	Date	Time
Seller Signature	Printed Name	Date	Time

Page 2 of 2 NMAR Form 5102 (2024 DEC) ©2006 New Mexico Association of REALTORS®



NEW MEXICO ASSOCIATION OF REALTORS® - 2025 INFORMATION SHEET – ARBITRATION



This form is NOT a disclosure and does NOT provide transaction-specific information. The general information contained herein is not an exhaustive analysis of the subject matter. Brokers are not experts in the subject matter. If you have additional questions or concerns, you are encouraged to conduct further research and to contact a subject-matter expert.

Alternative Dispute Resolution

Mediation and arbitration are both a means of resolving conflicts or legal issues outside of the courtroom and are forms of alternative dispute resolution. Typically, both are used to help two parties reach an agreement without a lengthy legal battle. For more information on mediation, please see Form 5118 Information Sheet – Mediation Information For Clients and Customers.

What is Arbitration?

Arbitration is a form of dispute resolution which provides a private forum for parties to resolve a dispute. Arbitration is an adjudicatory process where the arbitrator, usually a retired judge or attorney, renders a decision at the end of an arbitration hearing, and that decision is final and binding, subject only to a very limited court review. The main distinction between mediation and arbitration is who makes the final decision. With mediation, the final decision is an agreement reached between the two parties, while in arbitration, the arbitrator reaches a final verdict, similar to a judge.

What are the benefits of Arbitration?

The benefits to arbitration include: the process is faster and may be less expensive than going through the courts; the parties have the power to choose the arbitrator, whereas in court, the case is assigned to a judge; the arbitration matter may remain private and is not filed in the public record; and an arbitration case is less formal than a court case, with relaxed rules.

Do I have to Arbitrate?

If you have signed an agreement in which you have previously agreed to settle any disputes through arbitration, yes, you must arbitrate. By agreeing to arbitration, the parties are waiving their fundamental, constitutional right to a trial by a jury of their peers. They cannot have a trial de novo (second trial) after they have gone to arbitration. Unless otherwise agreed, the decision is **legally binding** and **non-appealable**, except in extremely limited circumstances, such as in the case of fraud or collusion on the part of the arbitrator.

Do I need an Attorney for an Arbitration?

In arbitration, you do not have to have an attorney represent you, but it is important to know that arbitration is a final and binding process that can affect your rights. If you are considering representing yourself, you should talk to an attorney.

How is Arbitration initiated?

An attorney can assist you with initiating an arbitration claim. Generally, a claim is opened by filing a Notice of Arbitration and/or a Statement of Claim explaining the nature of the dispute and the relief requested, including a copy of the contract with the arbitration clause, any supporting documents or exhibits, and the filing fee to the American Arbitration Association ("AAA"), with copies also sent to the opposing party. The AAA will then issue an initiation letter scheduling an administrative conference call to discuss procedural matters, which all parties must attend.

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NEW MEXICO ASSOCIATION OF REALTORS® - 2025 INFORMATION SHEET – ARBITRATION



Is Arbitration confidential?

Although arbitration is private, it is not automatically confidential. Parties to an arbitration generally may publicize the proceedings and certain information learned during the arbitration unless institutional arbitration rules, applicable state law, or the parties' agreement require the parties to keep the arbitration proceedings confidential.

How long does Arbitration take to conclude?

According to research done by the American Bar Association, average arbitration cases take about seven months to conclude, while average litigation cases can take from anywhere from 23 to 30 months to conclude, depending on the court schedule.

Is Arbitration expensive?

There are many factors that determine the overall cost of arbitration, including, but not limited to, administration and filing fees, and it may be more or less expensive than litigation depending on those factors. Depending on the agreement between the parties, the non-prevailing party may be responsible for the costs or arbitration. NMAR Contracts provide that the prevailing party in any arbitration [an/or litigation] shall be entitled to an award of attorney fees and costs.

How are Arbitrators chosen?

Under the rules of the AAA, generally the case manager will submit a list of potential arbitrators to the parties, who then may strike any names and rank the remaining in order of preference. Party-appointed arbitrators and any mutually agreeable arbitrators will be invited to serve on the case. Additionally, the highest-ranked arbitrator(s) on lists will also be invited to serve. In accordance with the AAA rules, unless the parties have agreed otherwise, if the parties are unable to agree on arbitrator selection through this method, the case manager may administratively appoint the arbitrator(s).

More Information

For information regarding the arbitration process, fees, rules and more, visit: https://www.adr.org/Rules.



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