



NEW MEXICO ASSOCIATION OF REALTORS® — 2025 BUYER BROKERAGE AGREEMENT – SHORT FORM



PART I – BROKERS DUTIES

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

SECTION A:

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

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

SECTION B:

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

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

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

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



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



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

Check if Applicable

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

Name of Transaction Coordinator. _____

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

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

BUYER(S)

Buyer Signature _____ Printed Name _____ Date _____ Time _____

Buyer Signature _____ Printed Name _____ Date _____ Time _____

BUYER'S BROKERAGE

Buyer's 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 ☐ is ☐ is not a REALTOR®

DUAL REPRESENTATION

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

A. ☐ **BUYER CONSENTS TO DUAL REPRESENTATION.**

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

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

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

Buyer Signature _____ Printed Name _____ Date _____ Time _____

Buyer Signature _____ Printed Name _____ Date _____ Time _____



NEW MEXICO ASSOCIATION OF REALTORS® —2025
BUYER BROKERAGE AGREEMENT – SHORT FORM



▲ IMPORTANT NOTICES TO BUYER ▲

Before entering into this Agreement, review NMAR Form 1100 – Information Sheet - Broker Compensation.

By entering into this Agreement, you represent that you have NOT entered into a Buyer Brokerage Agreement with another brokerage for the same property(ies) identified in Paragraph 3 and for the same term identified in Paragraph 2.

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

1. **BROKERAGE RELATIONSHIP.** The undersigned Brokerage and Buyer agree that Broker is providing services to Buyer as a Transaction Broker without creating an agency relationship.

2. **TERM.** The term of this Agreement will begin on _____ and terminate at 11:59 p.m. Mountain Time on, _____ unless otherwise extended under Paragraph 4 of this Agreement.

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

A. ☐ Any Property Identified by Broker or Buyer

B. ☐ The Following Property(ies): (if more space is needed, use NMAR Form 2300 – General Addendum)

- i. _____
ii. _____
iii. _____

4. **REAL ESTATE SERVICES PROVIDED AND COMPENSATION:**

A. **Showing Services.**

i. **Services.** Broker will provide Buyer limited services as follows: physical access to Property and information pertaining to Property as such information is actually known to Broker or is readily available to Broker through the Multiple Listing Service in which the Broker is participant (collectively “Showing Services”).

ii. **Compensation.** Buyer shall compensate Broker as follows, plus applicable New Mexico Gross Receipts Tax (“NMGR”). Check ALL that apply.

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

☐ NO Fee For Showing Services.

☐ **Compensation Credit.** Compensation paid to Broker per this Paragraph WILL NOT be applied to the Compensation paid to Broker under Paragraph 4(B), if any, UNLESS this box is checked.

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

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

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

i. **Services.** Broker shall represent Buyer exclusively in the purchase or lease of the Property.

ii. **Compensation.** Buyer shall compensate Broker as follows, plus NMGR.

For Purchase

- ☐ \$ _____
☐ _____ % of sales price of Property
☐ Other: _____

For Lease

- ☐ \$ _____ ☐ Other: _____
☐ _____ % of lease rate for Property for the duration of the lease and any extensions.

iii. **Amount and Payment of Compensation.** Brokerage will attempt to collect the Compensation from the Listing Brokerage and/or seller. Buyer shall be responsible for paying Brokerage any amount of Compensation that Brokerage is unable to collect from the Listing Brokerage or seller.

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NEW MEXICO ASSOCIATION OF REALTORS® —2025 BUYER BROKERAGE AGREEMENT – SHORT FORM



- 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 buyers, 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 NOT dictated by MLS rules, the local, state or National Association of REALTORS® or local, state or national law. Buyer agrees that the amount of compensation Buyer agreed to pay herein is an amount that the Buyer and Buyer's Brokerage have freely negotiated and agreed upon.

BUYER(S)

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

BUYER'S BROKERAGE

Buyer's Broker Signature	Date	Time	
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

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NEW MEXICO ASSOCIATION OF REALTORS® —2025 BUYER BROKERAGE AGREEMENT



PART I – BROKERS DUTIES

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SECTION A:

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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
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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.

**BUYER BROKERAGE AGREEMENT****PART II -OTHER REQUIRED DISCLOSURES**

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

Check if Applicable

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

Name of Transaction Coordinator. _____

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

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

BUYER(S)

Buyer Signature _____ Printed Name _____ Date _____ Time _____

Buyer Signature _____ Printed Name _____ Date _____ Time _____

BUYER'S BROKERAGE

Buyer's 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 ☐ is ☐ is not a REALTOR®

DUAL REPRESENTATION

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

- A. ☐ **BUYER CONSENTS TO DUAL REPRESENTATION.**

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

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

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

Buyer Signature _____ Printed Name _____ Date _____ Time _____

Buyer Signature _____ Printed Name _____ Date _____ Time _____



NEW MEXICO ASSOCIATION OF REALTORS® — 2025
BUYER BROKERAGE AGREEMENT



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.

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

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

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

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

i. **General Location:**

ii. **Type:** Check all applicable

☐ RESIDENTIAL

☐ COMMERCIAL

☐ VACANT LAND

☐ FARM AND RANCH

☐ OTHER _____

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

i.

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

Legal Description _____

or see metes and bounds description attached as Exhibit _____, _____

County, New Mexico.

ii.

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

Legal Description _____

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

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.



NEW MEXICO ASSOCIATION OF REALTORS® — 2025
BUYER BROKERAGE AGREEMENT



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

6. **BROKER'S COMPENSATION IN THE EVENT OF PURCHASE.**

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

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

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

A. **BROKERAGE EXPECTED COMPENSATION: (Check Applicable)**

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

AMOUNT AND PAYMENT OF COMPENSATION. Brokerage will attempt to collect the Brokerage Compensation from the Listing Brokerage or seller, but in the event Brokerage cannot collect the Brokerage Compensation from the Listing Brokerage or seller, or can only collect a portion of the Brokerage Compensation from the Listing Brokerage or seller, **THEN BUYER AGREES TO PAY BROKERAGE THE BROKERAGE EXPECTED COMPENSATION, MINUS ANY AMOUNTS THAT BROKERAGE IS ABLE TO COLLECT FROM THE LISTING BROKERAGE OR SELLER.**



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BUYER BROKERAGE AGREEMENT



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.

ACKNOWLEDGMENT BY BUYER

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

Buyer's Initials: _____ / _____

7. **COMPENSATION EARNED AND DUE.** Unless otherwise provided in Paragraph 6(A), Buyer owes Broker compensation upon the occurrence of any of the following:
- A. **DURING THE TERM.** Compensation is earned by Brokerage upon Buyer, or any other person acting on behalf of Buyer, entering into an agreement to Purchase and is due to Brokerage upon the closing of any property subject to this Agreement during the term of this Agreement, whether or not Buyer sought the assistance of Broker. If any such transaction fails to close because of a default by Seller, compensation otherwise earned and due will be waived, if because of a default by Buyer, compensation earned and due under this Agreement will not be waived. *"Closing" is defined as a series of events by which Buyer and Seller satisfy all of their obligations under a Purchase Agreement, including, but not limited to, Seller's transfer of legal title or in the case of a Seller Financing - Real Estate Contract, equitable title to the Buyer.*
- B. **PROTECTION PERIOD.** Within _____ days after termination of this Agreement, if Buyer, or anyone acting on behalf of Buyer, acquires any real property subject to this Agreement, which Broker submitted to Buyer during the term of this Agreement, compensation shall be due to Brokerage. However, this provision will not apply if Buyer enters into another exclusive agreement with another licensed real estate Brokerage covering the same property or type of property covered by this Agreement. This paragraph shall survive termination.
8. ☐ **COMPENSATION FOR LEASE.** If Buyer enters into an agreement to lease property or does lease any property subject to this Agreement during the term of this Agreement, then Buyer agrees to compensate Broker ☐ \$ _____ plus applicable NM Gross Receipts Tax or ☐ _____ % of lease rate for duration of lease and any extensions or options whether or not Buyer sought the assistance of Broker. If any such transaction fails to materialize due to default by Owner/Landlord, compensation otherwise due will be waived; if because of a default by Buyer/Tenant, compensation due under this Agreement will not be waived.
9. **VALUE ESTIMATES FOUND ON VARIOUS WEBSITES.** MLSs syndicate property listings to public-facing websites, such as Zillow, Trulia and Realtor.com. Some of these public-facing websites offer opinions of the value or projected sales price of the property. **BUYERS SHOULD BE AWARE THAT THESE ESTIMATES ARE OFTEN INACCURATE AND SHOULD NOT BE CONSIDERED THE ACTUAL VALUE OF THE PROPERTY IN QUESTION.**
10. **OTHER POTENTIAL BUYERS.** Buyer acknowledges that Broker may make known to other buyer clients 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.



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BUYER BROKERAGE AGREEMENT



- 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

**BUYER BROKERAGE AGREEMENT**

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.

BUYER(S)

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

BUYER'S BROKERAGE

Buyer's Broker Signature	Date	Time	
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 ☐ is ☐ is not a REALTOR®

**BUYER BROKERAGE AGREEMENT ADDENDUM**

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

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

1. BUYER COMMITMENT.

A. ☐ The Agreement applies to the ☐ PURCHASE and/or ☐ LEASE of properties. (Check Applicable)

B. ☐ ALL INCLUSIVE COMMITMENT (COVERING ANY AND ALL PROPERTIES). Buyer grants the Brokerage the exclusive right to assist Buyer in locating and purchasing or leasing, as applicable, real property generally described below, or any other real property which is acceptable to Buyer. Buyer will not work with any other real estate brokerage or without brokerage to negotiate and purchase or lease, as applicable, any type of property described in this Paragraph.

i. General Location: _____

ii. Type: Check all applicable

☐ RESIDENTIAL ☐ COMMERCIAL ☐ VACANT LAND ☐ FARM AND RANCH

☐ ALL OF THE ABOVE ☐ OTHER _____

C. ☐ LIMITED COMMITMENT (SPECIFIC IDENTIFIED PROPERTIES). Buyer grants the Brokerage the exclusive right to assist Buyer, but only with respect to the purchase or lease, as applicable, of the property (ies) described below. Buyer will not work with any other real estate brokerage or without Brokerage to view, negotiate, or Purchase (or lease, if applicable) any of the properties described in this Paragraph, but Buyer may work with any other real estate brokerage or without Brokerage to locate, view, negotiate, or purchase (or lease if applicable) any property not described in this Paragraph.

i.

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

Legal Description _____

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

ii.

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

Legal Description _____

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

2. ☐ TERM EXTENSION. The term of the Agreement shall be extended until _____.

3. ☐ BROKERAGE'S COMPENSATION: Brokerage's Compensation is hereby amended to the amount below ("Broker Compensation Amendment"). NMGRt shall be added to amounts below. (Check Applicable)

For Purchase:

- ☐ \$ _____; OR
☐ _____% of sales price of property; OR
☐ Other: _____

For Lease:

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

IMPORTANT NOTICE TO BROKERAGE AND BUYER: Buyer's Brokerage cannot receive from one source or multiple sources (Listing Brokerage, Seller and/or Buyer) more than the Brokerage Compensation set forth in the Buyer's Brokerage Agreement or herein, as amended.

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



▲ ATTENTION BUYERS ▲

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

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

The above Brokerage Compensation amendment applies to: (Check Applicable)

- ☐ All properties covered by the Buyer Brokerage Agreement; OR
☐ Only the following property: In the event Buyer does **NOT** close (or enter into a lease agreement, if applicable) on the below specified property, this Brokerage Compensation Amendment shall become null and void and the Brokerage Compensation set forth in the Buyer Brokerage Agreement shall control.

Address (Street, City, State, Zip Code)

Legal Description

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

4. OTHER.

- 5. ADDENDUM PROVISIONS CONTROL.** If there is any conflict between the provisions of this Addendum and the provisions of the Buyer Brokerage Agreement and/or any earlier Addendum, the provisions of this Addendum shall control. The remaining, unchanged provisions of the Buyer Brokerage Agreement and/or any previously dated Addendum shall remain in effect.

BUYER(S)

Buyer Signature Printed Name Date Time

Buyer Signature Printed Name Date Time

BUYER'S BROKERAGE

Buyer's Broker Signature Date Time

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 ☐ is ☐ is not a REALTOR®

The below signature block is for use in the event the Brokerage policy requires a Qualifying Broker's signature to amend the Agreement. Please check your Brokerage policy.

QUALIFYING BROKER

Qualifying Broker Signature Printed Name Date Time



NEW MEXICO ASSOCIATION OF REALTORS® — 2025
COMPENSATION AND COOPERATION AGREEMENT
BROKERAGE TO BROKERAGE



Talia Freedman & Co
Real Estate

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

Address (Street, City, State, Zip Code)

Legal Description

or see metes and bounds description attached as Exhibit

County, New Mexico.

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

(check all that apply)

☐ **THE SALE, CLOSING AND FUNDING OF THE PROPERTY**

☐ **THE LEASING OF THE PROPERTY**

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

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

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

For Purchase

☐ \$ _____

☐ _____% of sales price of Property

For Lease

☐ \$ _____

☐ _____% of lease rate for Property for the
duration of the lease and any extensions

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

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

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

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**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

Talia Freedman

Listing Brokerage Firm _____ Listing Brokerage Qualifying Broker's Name and NMREC License No. _____ Listing Broker's Email Address _____

Talia Freedman and Co.

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 _____

Broker ☐ is ☐ is not a REALTOR®

By (Signature) _____ Date _____ Time _____

By (Print) _____

COOPERATING BROKERAGE

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

Cooperating Brokerage Firm _____ Cooperating Brokerage Qualifying Broker'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 _____

Broker ☐ is ☐ is not a REALTOR®

By (Signature) _____ Date _____ Time _____

By (Print) _____



PART I

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

SECTION A:

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

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

SECTION B:

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

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



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



PART II

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

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

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

Name of Transaction Coordinator: _____.

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

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

BUYER'S BROKERAGE

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 <input type="checkbox"/> is <input type="checkbox"/> is not a REALTOR®	

SELLER

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

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



NEW MEXICO ASSOCIATION OF REALTORS® — 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.

This Agreement is made by and between _____
("Buyer's Brokerage") and _____ ("Seller").

1. PROPERTY.

Address _____ City _____ State _____ Zip Code _____

Legal Description

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

2. IDENTIFICATION OF BUYER(S).

This Agreement **ONLY** applies to the following Specific Buyer(s) represented by Buyer's Brokerage: _____

3. COMPENSATION.

Seller shall pay applicable New Mexico Gross Receipts Tax on all Compensation.

A. Sale. If during the term of this Agreement, the Property is sold to a/the Buyer identified in Para. 2, Seller shall pay Buyer's Brokerage compensation of _____ % of Purchase Price; or \$ _____; or Other: _____ ("Compensation"), provided said buyer is represented by Buyer's Brokerage at the time of the Closing. **Notwithstanding the foregoing, Buyer's Brokerage cannot receive from one source or multiple sources (Seller, Listing Brokerage and/or Buyer) more than the total amount of compensation the buyer agreed to pay the Buyer's Brokerage under the Buyer Brokerage Agreement.**

B. No Sale Due to Seller's Breach. If Property does not Close and Fund due to Seller's breach of the Purchase Agreement, Seller shall pay Buyer's Brokerage _____ % of Purchase Price or \$ _____.

4. TIMING OF PAYMENT AND AUTHORIZATION TO TITLE COMPANY.

Compensation shall be due at time of Closing of sale of Property and Seller hereby authorizes title company/agent to disburse Compensation directly to Buyer's Brokerage upon Closing of Property.

5. TERM.

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

6. 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 the costs of the mediation. If a mediator cannot be agreed upon or mediation is unsuccessful, the parties may enforce their rights and obligations under this Agreement in any manner provided by New Mexico law. 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 in accordance with the Uniform Arbitration Act. NMAR Form 5121 - Information Sheet – Arbitration. Judgment upon the award rendered may be entered and enforced in any court of competent jurisdiction.

7. 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.

8. 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.

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.



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



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(S)

Seller Signature _____ Printed Name _____ Date _____ Time _____

Seller Signature _____ Printed Name _____ Date _____ Time _____

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

BUYER'S BROKER

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

Buyer's Broker Signature _____ Date _____ Time _____

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 ☐ is ☐ is not a REALTOR®

BUYER'S ACKNOWLEDGMENT OF COMPENSATION

Buyer Signature _____ Printed Name _____ Date _____ Time _____

Buyer Signature _____ Printed Name _____ Date _____ Time _____

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



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



PRICE MODIFICATION/SELLER CREDITS ADDENDUM

This Addendum is hereby incorporated into and made part of the Purchase Agreement dated: _____

between _____ (“Buyer”) and
_____ (“Seller”) and relating to the following

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

Legal Description

or see metes and bounds or other legal description attached as Exhibit _____, _____ County(ies),
New Mexico (hereinafter the “Purchase Agreement”)



IMPORTANT NOTICE TO BUYER AND SELLER



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

1. CHECK ALL THAT APPLY:

A. **PRICE MODIFICATION:** Buyer and Seller agree to amend the Purchase Price of the Property to \$ _____

B. **SELLER CREDITS:** Seller agrees to credit \$ _____ (“Credit”) towards Buyer’s Closing costs. Closing Costs may include, but not be limited to, pre-pays, inspections, warranties, and buyer broker compensation. Buyer, in conjunction with Buyer’s lender, if applicable, shall have the discretion to determine how to apply the Credit.

This Subsection ONLY applies if Buyer is obtaining a loan for the purchase of the Property. In the event Buyer is obtaining a loan for the purchase of the Property, any amount of Seller Credit disallowed by Lender:

☐ **WILL** reduce the Purchase Price and the parties agree to execute a new addendum (NMAR Form 2101) reflecting the new Purchase Price.

☐ **WILL NOT** reduce the Purchase Price and Seller shall NOT be required to pay any amount of the Seller Credit disallowed by Lender.

IMPORTANT NOTE: IF SELLER HAS AGREED TO PROVIDE A SELLER CREDIT TO BUYER IN A PRIOR ADDENDUM TO THE PURCHASE AGREEMENT, THEN UNLESS OTHERWISE NOTED BELOW, THAT SELLER CREDIT SHALL BE IN ADDITION TO THE SELLER CREDITS LISTED IN THIS ADDENDUM.

☐ **CHECK THIS BOX ONLY IF THE SELLER CREDIT LISTED ABOVE WILL INCLUDE ALL SELLER CREDITS BEING GIVEN BY SELLER. IF CHECKED, THIS ADDENDUM SUPERSEDES ALL PRIOR ADDENDA AS TO SELLER CREDITS.**

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NEW MEXICO ASSOCIATION OF REALTORS® — 2025
ADDENDUM NO. _____
PRICE MODIFICATION/SELLER CREDITS ADDENDUM



2. **TITLE COMMITMENT REVISION FEES.** In the event changes set forth in this Addendum require the issuance of a revised title commitment for which the title company charges a fee, the following applies:

CHECK ONE:

- A. ☐ BUYER shall pay any additional fee;
B. ☐ SELLER shall pay any additional fee;
C. ☐ The parties shall SPLIT EQUALLY the fee; or
D. ☐ Other: _____

BUYER(S)

_____ Buyer Signature	_____ Printed Name	_____ Date	_____ Time
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_____ Buyer Signature	_____ Printed Name	_____ Date	_____ Time
--------------------------	-----------------------	---------------	---------------

SELLER(S)

_____ Seller Signature	_____ Printed Name	_____ Date	_____ Time
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_____ Seller Signature	_____ Printed Name	_____ Date	_____ Time
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If additional signature lines are needed, please use NMAR Form 1150 – Signature Addendum



NEW MEXICO ASSOCIATION OF REALTORS® — 2025 PURCHASE AGREEMENT – RESIDENTIAL RESALE



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

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

7. BUYER'S BROKERAGE COMPENSATION.

⚠ ATTENTION SELLER ⚠

As to this Paragraph/term of this Agreement, the Buyer's Brokerage identified on Cover Page 3 is an intended third-party beneficiary, which means that Seller shall be directly liable to Buyer's Brokerage under this Paragraph. The amount of compensation paid by a consumer to a Brokerage is fully negotiable and is **NOT** dictated by MLS rules, the local, state or National Association of Realtors® or local, state or national law.

If the Property is sold to Buyer identified in Para. 1 of this Agreement, Seller agrees pay the following, **plus applicable GRT**, to the Buyer's Brokerage as compensation upon Closing and Funding of the transaction. If Seller has already entered into a compensation agreement with the Buyer's Brokerage (NMAR Form 4660 or its equivalent), then any compensation Seller has agreed to pay in this Paragraph is **in addition** to the compensation that Seller has agreed to pay in Form 4660 or its equivalent.

☐ _____ % of sales price of property OR ☐ Flat Fee: \$ _____ OR ☐ Other: _____
IMPORTANT NOTE TO BUYER AND BUYER'S BROKERAGE: Buyer's Brokerage cannot receive from one source or multiple sources (Listing Brokerage, Seller and/or Buyer) more than the Brokerage Compensation set forth in the Buyer Brokerage Agreement.

8. CASH, LOAN OR SELLER FINANCING.

⚠ ATTENTION BUYER ⚠

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

- A. ☐ **CASH PURCHASE** - Buyer shall purchase the subject Property for Cash and certifies that funds are:
- ☐ Readily available
 - ☐ Contingent on the Closing of a cash-out refinance ("Cash-Out Refinance Contingency"). The Cash-Out Refinance Contingency must be satisfied or waived no later than ("Refinancing Deadline"). _____
If the Cash-Out Refinancing has not been satisfied or waived by the Refinancing Deadline, this Agreement shall terminate and the Earnest Money, if delivered, shall be refunded to Buyer.
 - ☐ Other _____



NEW MEXICO ASSOCIATION OF REALTORS® — 2025 PURCHASE AGREEMENT – RESIDENTIAL RESALE



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.

- | | |
|--|--|
| <input type="checkbox"/> Addendum to Purchase Agreement – Back Up Offer (NMAR Form 1530) | <input type="checkbox"/> Mortgage/Deed of Trust Addendum (NMAR Form 2507) |
| <input type="checkbox"/> Addendum No. (NMAR Form 5101 or 2300) | <input type="checkbox"/> Occupancy Agreement – Buyer/Seller (NMAR 2201/2202) |
| <input type="checkbox"/> Buyer's Closing & Funding Sale Contingency (NMAR Form 2503A) | <input type="checkbox"/> Real Estate Contract Addendum (NMAR Form 2402) |
| <input type="checkbox"/> Buyer's Sale Contingency Addendum (NMAR Form 2503) | <input type="checkbox"/> Residential Resale Condominium Addendum (NMAR Form 2302) |
| <input type="checkbox"/> Escalation Clause Addendum (NMAR Form 2111) | <input type="checkbox"/> Septic System Contingency Addendum (NMAR Form 5120A) |
| <input type="checkbox"/> Estimated Property Tax Levy | <input type="checkbox"/> Inspection and Observation Waiver Addendum (NMAR Form 5140) |
| <input type="checkbox"/> Lead-Based Paint Addendum (NMAR Form 5112) | <input type="checkbox"/> Price Modification/Seller Credits Addendum (NMAR Form 2101) |
| <input type="checkbox"/> Other _____ | <input type="checkbox"/> Other _____ |

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



ATTENTION BUYERS AND SELLERS



- OBLIGATIONS/RESPONSIBILITIES SET FORTH HEREIN.** Unless otherwise noted on Cover Page II, the Brokers involved in this sale are working as transaction brokers. This means, in part, that the obligations and responsibilities set forth in this Purchase Agreement are those of the parties to the Purchase Agreement and not of the Brokers.
- AVAILABILITY OF INSPECTORS.** Buyers are encouraged to determine the availability of home and other inspectors the Buyer intends to engage PRIOR TO entering into this Agreement. Events may impact the availability of home and other inspectors and vendors needed to conduct inspections and/or repairs. The parties should be aware of this when setting deadlines for inspections and repairs and are expected to deviate from their primary selection(s) of inspectors and/or vendor(s) when necessary to meet the inspection and repair deadlines in this Agreement.



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



5. DUAL REPRESENTATION AND UNREPRESENTED BUYERS.

A. **DUAL REPRESENTATION.** For purposes of this Agreement, the term Dual Representation and Unrepresented Buyer have the following meanings: *Dual Representation* means Broker is directly providing real estate services to Seller and to the Buyer in the transaction equally and owes both Seller and the Buyer all the Broker Duties on Cover Page 1. *Unrepresented Buyer* means a Buyer in the transaction who is not working with Broker or with any other Buyer's broker in the transaction.

i. **Broker.** Broker ☐ **WILL** or ☐ **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 would have to consent to Dual Representation below. If Broker will not provide Dual Representation, then Broker will inform a buyer who is not working with a buyer's broker that either the buyer will need to obtain their own buyer's broker to 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 Representation in a transaction. **IMPORTANT NOTE TO SELLER: If both Seller and Broker agree to Dual Representation, Broker may learn of adverse material facts related to the Property in the course of representing the buyer in the transaction. In this event, if that transaction should terminate, Broker is required by law to disclose those adverse material facts to subsequent potential buyers.**

B. **UNREPRESENTED BUYERS.** An *Unrepresented Buyer* is a buyer in the transaction who is not working with Broker or with any other buyer's broker in the transaction.

i. **Listing Broker** ☐ **WILL** or ☐ **WILL NOT** show/open the Property to Unrepresented Buyers. **Per MLS Rules, if Broker is strictly working on behalf of Seller when showing the Property, Broker is not required to 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 not willing to open/show the Property for/to an Unrepresented Buyer, Seller understands that the Unrepresented Buyer will have no access to the Property.

By selecting "WILL NOT" and signing this Agreement, Seller is agreeing that Broker is NOT obligated to open/show the Property for/to an Unrepresented Buyer.

ii. **Listing Broker** ☐ **WILL** or ☐ **WILL NOT** provide NMAR Forms to an Unrepresented Buyer. **IMPORTANT NOTE TO SELLER: If Broker is not willing to provide NMAR forms to an Unrepresented Buyer, Broker will likely not be familiar with the forms used by the buyer, including, but not limited to, the offer to purchase; and unless Broker is also a licensed New Mexico attorney, Broker is prohibited by New Mexico law from providing Seller with legal advice regarding the offer/forms buyer presents. Seller will need to seek legal advice on such forms from a licensed New Mexico real estate attorney.**

By selecting "WILL NOT" and signing this Agreement, Seller warrants they agree that Broker is NOT obligated to provide NMAR forms to an Unrepresented Buyer.

If Broker is willing to provide NMAR forms for use by a buyer who would not otherwise have access to NMAR forms, See – NMAR Form 1208 – Notice to Unrepresented Buyer; and NMAR Form 1208A - Use of NMAR Forms by Unrepresented Party

6. **COMPENSATION.** New Mexico Gross Receipts Tax ("GRT") shall be added to all amounts set forth 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 **NOT** 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 Property is sold through Brokerage, Seller, or any other source, Seller agrees to pay Brokerage the following compensation ("Listing



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



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 *Unrepresented Buyer* 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 **IN ADDITION** to the above Compensation, Seller shall pay Brokerage:
\$ _____; or _____ % of sales price of Property or Other: _____.

B. 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 90 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 listing agreement with another licensed real estate broker.**

D. 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: _____ PLUS New Mexico GRT. 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 limited to refusing to cooperate with Broker/Brokerage or unilaterally terminating this Listing Agreement.

E. ☐ 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.



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



7. SELLER ASSISTANCE/CONCESSIONS. ☐ Does Apply ☐ Does Not Apply

IMPORTANT NOTE TO SELLER: Seller is under NO obligation to offer Seller Assistance/Concessions to a buyer. If 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

Seller will offer Seller Assistance/Concessions to buyer in the amount of \$ _____ or _____ % of sales price of Property or Other: _____. Buyer may use Seller Assistance/Concessions towards buyer closing costs including, but not limited to, recording fees, the appraisal fee, inspection costs, loan origination fees, property improvements and buyer brokerage compensation. If Seller offers Seller Assistance/Concessions, Broker is authorized to promote the Assistance/Concessions in any and all advertising, including the MLS, subject to the rules of the applicable MLS.

8. COMPENSATION 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 another licensed real estate broker to lease the Property.

B. 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. BROKER OBLIGATIONS. Broker will use diligence in effecting the sale of the Property, to include the following:

A. 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. SELLER OBLIGATIONS. Seller agrees to the following:

A. To provide to Brokerage all available data, records, and documents relating to the Property;

B. To allow Broker or cooperating Brokers to show the Property at reasonable times and upon reasonable notice;

C. 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 on the offer, if such a provision exists on the offer or to otherwise provide some written rejection of the offer;

E. To commit no act which might tend to obstruct Broker's performance under this Agreement;

F. In the event of a sale, to provide all documents necessary to complete the sale;



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.



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



PART II – BROKER DUTIES

1. **BROKERAGE RELATIONSHIP:** Seller's Broker has a Listing Agreement with Seller and is working as:

- ☐ Seller's **Transaction Broker** (Non-Agency Relationship)
☐ Seller's **Agent** (Agency Relationship)

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

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

Name of Transaction Coordinator: _____.

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

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

_____.

SELLER'S BROKER

Talia Freedman

Seller's Brokerage Firm	Seller's Broker's Qualifying Broker's Name and NMREC License No.	Seller's Broker's Email Address	
Talia Freedman and Co.			
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 <input type="checkbox"/> is <input type="checkbox"/> is not a REALTOR®			

BUYER(S)

Buyer Signature	Printed Name	Date	Time
Buyer Signature	Printed Name	Date	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 NOT to work with the Listing Broker OR the Listing Broker has elected NOT to work with the buyer AND the buyer has elected NOT to work with another buyer's broker and HAS elected to represent themselves in the transaction.

Brokerage: _____

Broker: _____

Qualifying Broker Name and License No.: _____ Talia Freedman

Property located at: _____
Address (Street, City, State, Zip Code)

Legal Description
or see metes and bounds or other legal description attached as Exhibit _____, _____ County(ies), New Mexico
(Property).

▲ 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.

BROKER DUTIES. 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 ▲

USE OF FORMS: 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.

ASSISTANCE: 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.

SELLER COMPENSATION TO LISTING BROKERAGE. 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	_____ Date	_____ Time
_____ Buyer Signature	_____ Printed Name	_____ Date	_____ 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 License No.

TRANSACTION INFORMATION:

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 _____, _____ County(ies),
New Mexico (Property).

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NEW MEXICO ASSOCIATION OF REALTORS® — 2025 NOTIFICATION OF DEADLINE DEFAULT AND OPPORTUNITY TO CURE

SELLER: _____

BUYER: _____

PROPERTY: _____

PURCHASE AGREEMENT DATED (Date of Full Execution): _____

☐ **BUYER(S)** ☐ **SELLER(S)** IS HEREBY NOTIFIED THAT THEY HAVE DEFAULTED ON THEIR OBLIGATIONS IMPOSED BY THE PURCHASE AGREEMENT IN THE FOLLOWING MANNER:

Defaulted Under Paragraph(s) _____ of the ☐ **PURCHASE AGREEMENT** or ☐ **FOLLOWING ADDENDUM** _____

DETAILS OF DEADLINE DEFAULT (Optional) _____

☐ **OPTIONAL:** The page(s) of the Purchase Agreement or Addendum referenced above are attached hereto.



PER THE PURCHASE AGREEMENT, THE DEFAULTING PARTY HAS TWO (2) DAYS* FROM DELIVERY OF THIS NOTICE TO CURE THE DEADLINE DEFAULT. If the defaulting party fails to cure the deadline default, then the non-defaulting party may elect to cease further performance under the Purchase Agreement. In this event, the non-defaulting party may retain the earnest money and pursue any additional remedies allowable by law or equity.

* DAY(S) are determined on a “calendar day” basis and if the FINAL day for performance falls on a Saturday, Sunday or legal Holiday, the time therefore shall be extended to the next business day. Legal Holidays are described as New Year’s Day, Martin Luther King Jr.’s Birthday, President’s Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day/Indigenous Peoples Day, Veteran’s Day, Thanksgiving Day, and Christmas.

SELLER(S) OR BUYER(S)

Seller/Buyer Signature _____ Date _____ Time _____

Seller /Buyer Signature _____ Date _____ Time _____

Seller/Buyer Names (Print) _____

Seller/Buyer Names (Print) _____

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