



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

#### **NEWER COURSES:**

What the Bleep Do We Do Now – 4 CE Elective
Fair Housing and History of Discrimination – 4 CE Elective
Working with Buyers and Sellers in the New Era – 4 CE Core Elective
Four Letter Words: HOAs, COAs, PIDs and SADs – 4 CE Core Elective
The Code Meets the Rules – 4 CE Ethics
Investment Properties – 3 CE Property Management Core Elective

#### **CORE ELECTIVES:**

A Blunt Conversation About Marijuana – 4 CE Anatomy of a Listing Contract - 4 CE Anatomy of a Purchase Contract – 4 CE Broker Beware: Protect Your Real Estate License – 4 CE Clear the Confusion: Offers (Counters, Multiples, Contingencies Etc.) – 4 CE Disclose, Disclose (unless you're not supposed to) – 4 CE Highest And Best Offers: An Escalating Concern - 2 CE Inspections, ORR's & Repairs, Oh My! – 2 CE Intro to Seller Financing – 4 CE NMAR Forms Update - 4 CE NMAR's Many Miscellaneous Forms - 4 CE One Thing Leads to Another – The PA contingencies Explained - 2 CE QB Refresher Course 6 CE Ready, Set, Go! Broker Duties and Other Required Disclosures – 2 CE Triple D: Deadlines, Defaults and Definitions – 3 CE Yes, Your Honor, I Did Disclose – 4 CE Understanding And Using NMAR Forms – 8 CE

#### **ETHICS ELECTIVES:**

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

#### PROPERTY MANAGEMENT CORE ELECTIVES AND ELECTIVES:

RPM – Brokerage Operations 4 CE Core Elective RPM – Case Studies 3 CE Core Elective RPM – Going to Court 3 CE Core Elective RPM – Leasing and Management 6 CE Core Elective UORRA – 6 CE Core Elective

#### ON DEMAND CLASSES:

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

#### **BUY 3 CLASSES AND GET 1 FREE:**

Register for 3 classes at the same time and get your 4<sup>th</sup> class on us! Your free class must be of equal or lesser value. Does not include bundled courses. Your free class must be used within 6 months of payment. Sign up for 3 classes and give us a call. We can register you for your 4<sup>th</sup> class or give you a coupon towards a future class.

#### ASSOCIATE BROKER BUNDLE:

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

#### QUALIFYING BROKER BUNDLE:

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

#### REFER A FRIEND:

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

See our course schedule at mesarei.com or give us a call at 505.348.3381. Updated as of May, 2025.





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



language to the contrary in any assignment, Buyer shall remain liable under this Purchase Agreement and perform all of the condition and obligations in this Purchase Agreement.

- **32. HEIRS AND ASSIGNS.** This Agreement shall apply to, be binding upon and enforceable against and inure to the benefit of the parties hereto and their respective representatives, successors, permitted assigns, heirs and estates.
- **33. DEFINITIONS.** The following terms as used herein shall have the following meanings:
  - **A. APPRAISAL**: current estimated market value of the Property as determined by a licensed real estate appraiser. If Buyer is obtaining a loan, the term refers to an appraisal conducted by an appraiser approved by the lender.
  - **B. BROKER:** includes the Buyer's and Seller's Brokers.
  - C. DATE: If a specific DATE is stated as a deadline in this Agreement, then that date <u>IS</u> the <u>FINAL</u> day for performance; and if that specific date falls on a Saturday, Sunday or a legal Holiday, the date <u>does not</u> extend to the next business day.
  - **D. DATE OF ACCEPTANCE:** date this Agreement is fully executed and delivered.
  - **E. DAY(S):** determined on a "calendar day" basis and if the <u>FINAL</u> day for performance falls on a Saturday, Sunday or legal Holiday, the time therefore shall be extended to the next business day. Legal Holidays are described as New Year's Day, Martin Luther King Jr.'s Birthday, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day/Indigenous Peoples Day, Veteran's Day, Thanksgiving Day and Christmas.
  - **F. DELIVER(ED):** by any method where there is evidence of delivery. In the event the parties have agreed to electronic transmission of documents, a facsimile or e-mail transmission of a copy of this or any related document shall constitute delivery of that document. When an item is delivered to the real estate Broker who represents the Buyer or Seller, it is considered delivered to the Buyer or Seller respectively, except if the same Broker represents both Buyer and Seller, in which case, delivery must be made to the Buyer or Seller, as applicable.
  - **G. DEADLINES:** any "deadline(s)" can be expressed either as a calendar date or as a number of days.
  - **H. ELECTRONIC/ELECTRONIC RECORD**: relating to technology having electrical, digital, magnetic, wireless, telephonic, optical, electromagnetic or similar capabilities and includes, but is not limited to, facsimile and e-mail; a record created, generated, sent, communicated, received or stored by electronic means.
  - I. ELECTRONIC SIGNATURE: an electronic sound, symbol or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.
  - **J. EXPIRATION DATE:** means the date the party is revoking their offer or counteroffer. An offer is no longer capable of acceptance after it expires, consequently, if the party intends to accept the offer or counteroffer, it must be accepted before the Expiration Date. If a party intends to make a counteroffer, it does not need to be made by the Expiration Date because a counteroffer serves as both a rejection of the original offer (or counteroffer) AND as a new offer.
  - K. FIXTURE: an article which was once Personal Property, but which has now become a part of the Property because the article has been fastened or affixed to the Property. Fastened/affixed means that removal of the article causes damage to the real property, even if such damage is minor and/or can be repaired. If a unit contains components, some of which are Fixtures and some of which are Personal Property, and a Fixture component of the unit relies on one or more Personal Property components to function as it is intended to do so, then ALL components together are considered a Fixture and shall remain together, unless otherwise provided herein.
  - L. MASCULINE: includes the feminine.
  - M. PERSONAL PROPERTY: a moveable article that is NOT affixed/attached to the Property.
  - N. RESOLUTION: a written agreement between the parties regarding how all Buyers' objections shall be resolved.
  - O. SINGULAR: includes the plural.
  - **P. STANDARD EXCEPTIONS:** those common risks as set forth in the title commitment for which the title insurance policy does NOT provide coverage. These exceptions are matters outside the Title Company's search and special requirements must be met in order to delete them and provide the insured with the additional/extended coverage.
- **34. FLOOD HAZARD ZONE**. If the Property is located in an area which is designated as a special flood hazard area, Buyer may be required to purchase flood insurance in order to obtain a loan secured by the Property from any federally regulated financial institution or a loan insured or guaranteed by an agency of the U.S. Government.
- **35. MEDIATION.** If a dispute arises between the parties relating to this Agreement, the parties shall submit the dispute to mediation, jointly appoint a mediator and share equally in the costs of the mediation. If a mediator cannot be agreed upon or mediation is unsuccessful, the parties may enforce their rights under this Agreement in any manner provided by law. NMAR Form 5118 Information Sheet Mediation Information for Clients and Customers.
- **36. EARNEST MONEY DISTRIBUTION**. Generally, title or escrow companies will not release Earnest Money without first receiving either an Earnest Money Distribution Agreement signed by all parties to this Agreement (NMAR Form 5105B Earnest Money Consent to Distribution) or a judgment from a court. If the parties cannot come to an agreement on how the Earnest Money shall be distributed, the Mediation Paragraph shall apply. If the parties cannot reach a resolution through mediation and proceed to litigation, at the conclusion of litigation the court will issue a judgment apportioning Earnest Money. Also, the title or escrow company holding the Earnest Money has the option of filing an Interpleader Action, which will force Buyer and Seller into litigation. NMAR Form 2310 Information Sheet Earnest Money Dispute





### 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.

| ☐ Addendum to Purchase Agreement – Back Up Offer (NMAR ☐ ]       | Mortgage/Deed of Trust Addendum (NMAR Form 2507)      |
|--|---|
| Form 1530)   |   |
|  | Occupancy Agreement – Buyer/Seller (NMAR 2201/2202)   |
| ☐ Buyer's Closing & Funding Sale Contingency (NMAR Form ☐ 2503A) | Real Estate Contract Addendum (NMAR Form 2402)        |
| ☐ Buyer's Sale Contingency Addendum (NMAR Form 2503) ☐           | Residential Resale Condominium Addendum (NMAR         |
| For  | rm 2302)  |
| ☐ Escalation Clause Addendum (NMAR Form 2111) ☐                  | Septic System Contingency Addendum (NMAR Form         |
| 512  | 20A)  |
| ☐ Estimated Property Tax Levy                                    | Inspection and Observation Waiver Addendum (NMAR      |
| For  | rm 5140)  |
| ☐ Lead-Based Paint Addendum (NMAR Form 5112) ☐                   | Price Modification/Seller Credits Addendum (NMAR      |
| For  | rm 2101)  |
| □ Other  | Other   |
| 50. EXPIRATION OF OFFER. This offer shall expire unless ac       | eceptance is delivered in writing to Buyer or Buyer's |
| Broker on or before, at a.m. □ p                                 |   |
| THIS OFFER AND DELIVERS THE FULLY EXECUTED A                     |   |
| AT ANY TIME.   |   |

## <u>ATTENTION BUYERS AND SELLERS</u>

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





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



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

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**Lone Wolf** 

Initials: Buyer \_\_\_\_/\_\_\_ Seller \_



## NEW MEXICO ASSOCIATION OF REALTORS® — 2025 COUNTEROFFER NO. \_\_\_\_\_



| incorporated addendums, the second s | ceptance is delivered in accordance with Sec                                       | nless acceptance is deliver | I. red in writing to at |
|---|--|-----------------------------|-------------------------|
|   |  |                             |                         |
|   | quent Counteroffer, party receiving this al below, which indicates this Counteroff |                             | NOT sign this           |
| RECEIVING PARTY   |  |                             |                         |
|   |  | a)                          |                         |
| ☐ REJECTS & SUBMITS CO  | ounteroffer (NMAR Form 510)  | 2). INITIALS:               | <del></del>             |
| ☐ REJECTS this Counteroffe  | er. INITIALS:  | -                           |                         |
|   | IGNATURE BELOW INDICATES BUY   | ER AND/OR SELLER'S          | S ACCEPTANCE            |
| OF THIS COUNTEROFFER.   |  |                             |                         |
|   | BUYER  |                             |                         |
| Buyer Signature   | Printed Name   | Date                        | Time                    |
| Buyer Signature   | Printed Name   | Date                        | Time                    |
|   | SELLER   |                             |                         |
| Seller Signature  | Printed Name   | Date                        | Time                    |
| Seller Signature  | Printed Name   | Date                        | Time                    |

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



#### NEW MEXICO ASSOCIATION OF REALTORS® — 2025 NOTICE OF REVOCATION OF OFFER / COUNTEROFFER



THE PARTY INTENDING TO REVOKE AN OFFER OR COUNTEROFFER IS <u>NOT</u> REQUIRED TO USE THIS FORM. THE BUYER OR SELLER REVOKING THE OFFER OR COUNTEROFFER MAY DO SO BY OTHER MEANS, SUCH AS AN EMAIL OR OTHER NOTICE. AN OFFER/COUNTEROFFER CAN BE REVOKED ANYTIME UP UNTIL THE TIME THE OFFER/COUNTEROFFER IS ACCEPTED AND DELIVERED TO THE OTHER PARTY.

| By way of this Noti | ice of Revocation   Buyer(s)                          |   |                | OR  |
|---------------------|---|---|----------------|-----|
|                     | Name of Buyer(s)                                      |   |                |     |
| $\square$ Seller(s) | hereby re   | vokes the \( \Boxed{\opensign} \) Offer | ☐ Counteroffer |     |
| Nan                 | ne of Seller(s)                                       |   |                |     |
| dated               | that he/she/they submitted on the following property: |   |                |     |
|                     |   | Address                                 |                |     |
|                     |   |   |                | _ o |
| City                |   |   | Zip Code       |     |
| Legal Description   |   |   |                |     |
| or see metes and bo | ounds or other legal description attached as Exhibit  |   |                |     |
| County, New Mexi    | co.   |   |                |     |
| SIGNATURE(S) O      | OF REVOKING PARTY                                     |   |                |     |
|                     |   |   |                |     |
| Signature           | Date  |   | Time           |     |
| Signature           | Date  |   | Time           |     |

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waived.

## NEW MEXICO ASSOCIATION OF REALTORS® —2025 ADDENDUM NO.\_\_\_\_ BUYER'S SALE CONTINGENCY ADDENDUM



INTENDED PURPOSE. This form is intended to be used under the following circumstances: (1) the Buyer is making an offer on the Seller's property; and (2) the Buyer is attempting to sell his/her existing property; 3) the Buyer is making his offer to purchase Seller's property subject to the sale, closing and funding of his property; and 4) the Seller agrees to discontinue MLS marketing of his property once the Buyer's property goes under contract.

**MLS** marketing of his property once the Buyer's property goes under contract. As used in this agreement to describe the contingency, the term "satisfies" and any variation thereof means that the Buyer's property has closed and funded and the term "waives" and any variation thereof means that it is no longer necessary for the Buyer to sell his property in order to purchase the Seller's property. In other words, if the Buyer "waives" this Contingency, the Buyer is no longer making the purchase of the Seller's property contingent on the Buyer first selling his own property. The following agreement is an Addendum to the Purchase Agreement dated between ("Buver") and ("Seller") relating to the following real estate: ("Subject Property"), hereinafter referred to as the "Purchase Agreement". **CONTINGENCY:** The Purchase Agreement is subject to the sale, closing and funding of Buyer's property located at: ("Buyer's Property"). MARKETING PERIOD AND CONTINGENCY DEADLINE. A. MARKETING CONTINUES. Seller shall have the right to offer the Subject Property for sale and to consider additional offers until Buyer delivers written notice to Seller that Buyer has entered into a contract for the sale of Buyer's Property ("Marketing Period"). i. Buyer may notify Seller by (Check all that apply)  $\square$  email  $\square$  text  $\square$  hand-delivery  $\square$  other that Buyer has entered into a contract for the sale of Buyer's Property ("Notification"). ii. With the Notification, **Buyer** will will not attach a copy of the purchase agreement. iii. Notwithstanding the foregoing, if the Property was marketed through the MLS, the MLS listing is subject to MLS Rules, including but not limited to, any rule dictating the MLS status for properties that are "under contract." B. CONTINGENCY DEADLINE. In the event Seller receives another acceptable offer to purchase the Subject Property during the Marketing Period, Seller shall deliver written notification (Notification to Satisfy or Waive Contingency, Page 4 of this Agreement) to the Buyer that this Contingency must be satisfied or waived within hours of receipt of such notification ("Contingency Deadline"). If Buyer does not satisfy or waive this Contingency by the Contingency Deadline, this Purchase Agreement shall terminate and any Earnest Money □ will □ will not be refunded to Buyer. If the Contingency Deadline falls on a weekend or legal holiday, the Contingency Deadline shall NOT be extended to the next business day. 3. TERMINATION OF MARKETING PERIOD. Once Seller receives notice from Buyer that Buyer has entered into a contract for the sale of Buyer's Property, the Marketing Period ends. Nothing herein prohibits Seller from accepting Back-Up Contracts on the Subject Property once the Marketing Period ends. The Purchase Agreement shall remain contingent upon the closing and funding of Buyer's Property. 4. TERMINATION OF CONTRACT ON BUYER'S PROPERTY. In the event Buyer has entered into a contract for the sale of Buyer's Property and that contract subsequently terminates for any reason, Buyer must notify Seller of such days of such termination. In this event, Buyer shall have the option of waiving the termination within contingency; however, if Buyer is unwilling or unable to waive the contingency at the time he provides notice to Seller, then Seller, in his sole discretion, may terminate the Purchase Agreement. A. NOTICE. If Seller elects to terminate, Seller shall deliver written notice to Buyer within Buyer's notice of the termination of the contract on Buyer's Property and Earnest Money will be refunded to Buyer.

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If Seller fails to timely notify Buyer of Seller's intent to terminate, Seller's right to terminate shall be deemed





**B.** MARKETING RESUMES. If Seller elects *not* to terminate the Purchase Agreement or *waives* his right to terminate the Purchase Agreement by failing to timely respond to Buyer's notice (Para. 4(A)), Seller may resume marketing of the Subject Property until such time as Buyer notifies Seller that Buyer has entered into another contract for the sale of Buyer's Property ("Subsequent Marketing Period"). In the event Seller receives another acceptable offer to purchase the Subject Property during the Subsequent Marketing Period, Seller shall deliver written notification (Notification to Satisfy or Waive Contingency, Page 4 of this Agreement) to the Buyer that this Contingency must be satisfied or waived by the Contingency Deadline (Para. 2(B)). If Buyer does not satisfy or waive this Contingency by the Contingency Deadline, this Purchase Agreement shall terminate and any Earnest Money shall be distributed as provided in Para. 2(B).

|           | satisfied of warved by the contingency beading (1 ara. 2(b)). If buyer does not satisfy of warve this contingency by   |
|-----------|--|
|           | the Contingency Deadline, this Purchase Agreement shall terminate and any Earnest Money shall be distributed a   |
|           | provided in Para. 2(B).  |
| <b>5.</b> | TIME FOR SATISFACTION OR WAIVER OF CONTINGENCY. Without any notice or demand, Buyer shall notify   |
|           | Seller in writing on or before ("Contingency Date") that this Contingency  |
|           | Seller in writing on or before ("Contingency Date") that this Contingency has been satisfied or waived. If Buyer does not satisfy or waive this Contingency by the Contingency Date, this Purchase |
|           | Agreement shall terminate and any Earnest Money $\square$ will $\square$ will not be refunded to Buyer.  |
|           | Note: the fact the Buyer has entered into a contract for the sale of Buyer's Property is neither a satisfaction, nor a   |
|           | waiver of the contingency (see definitions of "satisfaction" and "waiver" in the introductory paragraph) and this  |
|           | paragraph shall apply even if Buyer has entered into a contract for the sale of Buyer's Property.  |
| 6.        | BUYER REPRESENTATIONS:   |
|           | <b>A.</b> □ Buyer's Property is for sale.  |
|           | i. Buyer's Property is listed with (Broker's name)   |
|           | of Brokerage.  |
|           | ii. Buyer's Property $\square$ is $\square$ is not currently listed with a MLS. If currently listed in the MLS, the MLS listing  |
|           | number is  |
|           | iii. Buyer's Property has been on the market since   |
|           | <b>B.</b> □ Buyer's Property is not yet for sale.  |
|           | i. Buyer will will not list Buyer's Property with a licensed real estate broker within days from   |
|           | Date of Acceptance. If Buyer will be listing Buyer's Property with a licensed real estate broker, Buyer wil  |
|           | deliver proof of this listing to Seller within days from Date of Acceptance. If Ruye   |
|           | deliver proof of this listing to Seller within days from Date of Acceptance. If Buyer fails to deliver proof of said listing, the Purchase Agreement shall terminate and any Earnest Money deposit |
|           | □ will □ will not be refunded to Buyer.  |
|           | ii. Buyer □ will □ will not list Property with a MLS. If Buyer will be listing Buyer's Property with a MLS, Buyer  |
|           | will do so within days of Date of Acceptance.  |
| 7.        | NOTICES:   |
| /•        | A. Any notices made by Buyer under this Contingency Agreement shall be made to (check applicable box)  |
|           | ☐ Seller's Broker ☐ Seller ☐ Other   |
|           | Notices shall be delivered in accordance with the Purchase Agreement.  |
|           |  |
|           | <b>B.</b> Any notices made by Seller under this Contingency Agreement shall be made to (check applicable box)  |
|           | □ Buyer's Broker □ Buyer □ Other   |
|           | Notices shall be delivered in accordance with the Purchase Agreement.  |
|           | C. In the event there are multiple Buyers/Sellers on the Purchase Agreement, each Buyer/Seller shall be considered the   |
|           | agent of the other Buyer(s)/Seller(s) for purposes of giving and receiving notice. Written notice to ANY of said   |
| _         | Buyers/Sellers shall be considered written notice to ALL Buyers/Sellers.   |
| 8.        | WAIVER OF CONTINGENCY:   |
|           | A. Buyer shall provide to Seller, at the time of waiver of this Contingency, evidence satisfactory to Seller that Buyer is   |
|           | financially qualified to purchase the Subject Property. Buyer's waiver of this Contingency is conditioned on Seller's  |
|           | approval of Buyer's financial qualifications. Seller shall inform Buyer of Seller's approval or disapproval within   |
|           | hours after receipt of the evidence referred to above. If Seller disapproves of Buyer's financial qualifications,  |
|           | the Purchase Agreement will terminate and any Earnest Money will be returned to Buyer. If Seller fails to provide  |
|           | notice of disapproval within the time specified, Seller is deemed to have approved of Buyer's financial qualifications   |

approval.

B. If Buyer elects to waive this Contingency for the sale of the Buyer's Property and is thereafter unable to close and fund on the sale of the Subject Property due to the failure to close and fund on the sale of Buyer's Property, any Earnest Money deposit will NOT be refunded to Buyer; it will be paid to the Seller. Further, Seller reserves any rights to other damages to which Seller may be entitled as a result of Buyer's financial inability to fulfill the terms and conditions of the Purchase Agreement.

and waives his right to terminate the Purchase Agreement based thereon. Seller may not unreasonably withhold





#### 9. TIME PERIODS FOR PERFORMANCE.

| A.        | If a TOM Fee is provided for<br>delivers written notice that the<br>this Contingency is waived, wh |  |  |                  |
|-----------|--|--|--|------------------|
| В.        | <ul><li>□ as specified in the Purchase A</li><li>□ the date that the Buyer delive</li></ul>        | or in the Purchase Agreement, Earnest Agreement; rs written notice that the Buyer's Propert s Contingency is waived, which ever show   | y has gone under contract for                          | sale or the date |
| C.        | ☐ as specified in the Purchase I☐ the date that the Buyer delive                                   | Agreement for performance of all other a<br>Agreement;<br>ers written notice that the Buyer's Proper<br>is Contingency is waived, which ever sho   | ty has gone under contract for                         | sale or the date |
| of of     | this Addendum will control. The  | ct between the provisions of the Purchase remaining provision of the Purchase remaining provisions of the Purchase remaining provision remaini | Se Agreement and this Adde Agreement will remain in ef | fect.            |
| Buyer Si  | gnature  | Print Name   | Date   | Time             |
| Buyer Si  | gnature  | Print Name  SELLER(S)  | Date   | Time             |
| Seller Si | gnature  | Print Name   | Date   | Time             |
| Seller Si | gnature  | Print Name   | Date   | Time             |





#### SELLER'S NOTIFICATION TO SATISFY OR WAIVE CONTINGENCY

| UNDER THE TERMS OF TH<br>(date) at  | Seller has received an acceptable offer to pur<br>IIS BUYER SALE CONTINGENCY, BUYE<br>_(time) □ am □ pm TO SATISFY OR WAI<br>AILS TO SATISFY OR WAIVE THIS CON<br>E AGREEMENT SHALL TERMINATE, A  | R HAS UNTIL  VE THE CONTINGENCY (' TINGENCY WITHIN THE AND THE EARNEST MO)   | 'CONTINGENCY<br>ABOVE PERIOD   |
|---|---|--|--|
| DISTRIBUTED AS PROVID   | ED IN THIS CONTINGENCY AGREEMEN   | IT.  |  |
|   | SELLER(S)   |  |  |
| Seller Signature  | Print Name  | Date   | Time   |
|   |   |  |  |
| Seller Signature  | Print Name  | Date   | Time   |
| The undersigned hereby states t   | that the above Notification to Satisfy or Waiv  | e Contingency was delivered  | to   |
|   |   |  |  |
|   |   |  | at   |
| on  | , at  |  | am 🗆 pm  |
| WAIVING this Contingency :<br>Property, the Earnest Money<br>rights to other damages to wh<br>conditions of the Purchase Ag | hat he (check applicable box) \( \subseteq \text{WAIVES} \) and subsequently is unable to complete this deposit will NOT be refunded to Buyer; sich Seller may be entitled as a result of Bugreement. Additionally, if Buyer is waiving financial qualifications as provided for in Hory paragraph.  \[ \begin{align*} ali | is transaction due to the fail<br>it will be paid to the Seller.<br>yer's financial inability to fu<br>this Contingency, Seller ma | lure to sell Buyer's  Seller reserves all  ulfill the terms and  y have the right to |
| Buyer Signature   | Print Name  | Date   | Time   |
| Buyer Signature   | Print Name  | Date   | Time   |
|   | ACKNOWLEDGED BY SELL  | ER(S)  |  |
| Seller Signature  | Print Name  | Date   | Time   |
| Seller Signature  | Print Name  | Date   | Time   |





#### APPROVAL OF BUYER'S FINANCIAL QUALIFICATIONS

Based on the documents provided by Buyer, Seller approves of Buyer's financial qualifications as required under Paragraph 8B. If Buyer is unable to complete this transaction due to the failure to close and fund on the sale of Buyer's Property, the Earnest Money deposit will NOT be refunded to Buyer; it will be paid to the Seller. Seller reserves all rights to other damages to which Seller may be entitled as a result of Buyer's financial inability to fulfill the terms and conditions of the Purchase Agreement.

|                            | SELLI                             | ER(S)            |                    |              |                    |
|----------------------------|-----------------------------------|------------------|--------------------|--------------|--------------------|
| Seller Signature           | Print Name                        |                  |                    | Date         | Time               |
| Seller Signature           | Print Name                        |                  |                    | Dete         | Time               |
| Seller Signature           | Print Name                        |                  |                    | Date         | Time               |
|                            | ACKNOWLEDG                        | ED BY BUY        | YER(S)             |              |                    |
| Buyer Signature            |                                   |                  |                    | Date         | Time               |
| Buyer Signature            |                                   |                  |                    | Date         | Time               |
| Buyer's Broker Name        | BUYER'S B  Buyer's Broker's Quali |                  |                    | cense No.    |                    |
| Buyer's Brokerage Firm     | Office Phone                      | C                | ell Phone          | Emai         | l Address          |
| Buyer's Brokerage Address  | City                              | State            | Zip Code           | Broker □is [ | ∃is not a REALTOR® |
|                            | SELLER'S E                        | BROKER(S         | )                  |              |                    |
| Sellers's Broker Name      | Seller's Broker's Quali           | fying Broker's N | Name and NMREC Lic | ense No.     |                    |
| Seller's Brokerage Firm    | Office Phone                      | C                | ell Phone          | Emai         | l Address          |
| Seller's Brokerage Address | City                              | State            | Zip Code           | Broker □is □ | ☐is not a REALTOR® |



## NEW MEXICO ASSOCIATION OF REALTORS® — 2025 **BUYER'S CLOSING AND FUNDING CONTINGENCY ADDENDUM**



|                 |   | ddendum is a part of the Residential Agreement ("Purchase Agreement") dated  |
|-----------------|---|--|
|                 | weei                                    |  |
| and<br>rel:     |   | g to the following Property:  ("Seller")   |
|                 |   |  |
| Add             | ress (S                                 | Street, City, State, Zip Code)   |
|                 |   | cription   |
|                 |   | netes & bounds description attached as Exhibit,Count(ies),   |
|                 |   | l in this agreement, the term "satisfies" and any variation thereof means that the Buyer's property has closed and   |
| fur             | ıded                                    | and the term "waives" and any variation thereof means that it is no longer necessary for the Buyer to sell his by in order to purchase the Seller's property.  |
| 1.              | loca                                    | YER'S REPRESENTATION. Buyer represents that Buyer has accepted an offer for the sale of Buyer's property ated at ("Buyer's Property").   |
|                 | A.                                      | Name of title/escrow company used for closing of Buyer's Property:   |
|                 | R                                       | Date of Closing on Buyer's Property:   |
|                 |   | Buyer $\square$ will $\square$ will not furnish to Seller a copy of a fully executed purchase agreement for the sale of Buyer's Property. If applicable, to be furnished, no later than  |
| 2.              |   | NTINGENCY. The Agreement is contingent upon the closing and funding of Buyer's Property on or before ("Contingency Deadline"). If this Contingency is not satisfied or waived by   |
|                 |   | yer by the Contingency Deadline, the Agreement shall terminate automatically, and the Earnest Money shall be unded to Buyer.   |
| 3.              |   | RMINATION OF CONTRACT FOR SALE OF BUYER'S PROPERTY. If the contract for the sale of Buyer's  |
|                 | Pro                                     | perty terminates for any reason, Buyer shall deliver notice to Seller withindays of Buyer receiving  |
|                 |   | ice of the termination of the contract for sale of Buyer's Property ("Notification Date") and provide to Seller at that  |
|                 |   | e evidence of such termination. In this event, the following options are available:  BUYER'S OPTIONS:  |
|                 | Α.                                      | i. Proceed with this Agreement by waiving this Contingency. IF BUYER WAIVES THIS CONTINGENCY   |
|                 |   | AND FAILS TO CLOSE ON THE PROPERTY FOR FINANCIAL REASONS, BUYER SHALL BE   |
|                 |   | IN DEFAULT OF THE AGREEMENT. If Buyer elects to waive this Contingency, Buyer □ shall  |
|                 |   | ☐ shall not provide Seller with the following by the Notification Date:  |
|                 |   | a. If the Buyer is obtaining a loan on the Property, written documentation from Buyer's Lender that Buyer can  |
|                 |   | qualify for a loan on the Property without first selling and closing on Buyer's Property;<br><b>b.</b> If the Buyer is paying cash or Seller is providing seller financing, evidence of Buyer's financial ability to   |
|                 |   | close on the Property by the Settlement/Signing Date without first selling and closing on Buyer's Property,  |
|                 |   | as determined in Seller's sole discretion; or  |
|                 | В.                                      | ii. Terminate this Agreement immediately; Earnest Money $\square$ will $\square$ will not be refunded to Buyer. <b>SELLER'S OPTIONS:</b> If Buyer waives this Contingency and by the Notification Date, Buyer is unable to provide   |
|                 | D,                                      | Seller with sufficient evidence of Buyer's financial ability to close on the Property, Seller may elect to terminate the   |
|                 |   | Agreement. If Seller elects to terminate, Seller shall deliver written notice to Buyer within days of the  |
|                 |   | Notification Date and Earnest Money $\square$ will $\square$ will not be refunded to Buyer. If Seller fails to timely notify Buyer   |
|                 |   | of Seller's intent to terminate, Seller shall be deemed to have approved Buyer's financials and accepted Buyer's waiver of this Contingency.   |
| Th              | is 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  |
| or<br>NN<br>con | or writ<br>validity<br>MAR, t<br>nseque | ten authorization. Distribution of NMAR forms to non-NMAR members or unauthorized Real Estate Licenses is strictly prohibited. NMAR makes no warranty of the legal effectiveness 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 he Real Estate Brokers, their Agents and employees from any liability arising out of the use of this form. You should consult your attorney with regard to the effectiveness, validity or nees of any use of this form. The use of this form is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership trademark which may be used leal Estate Licensees who are members of the National Association of REALTORS® and who subscribe to the Association's strict Code of Ethics. |
| 511             | ., oy 10                                | Lower Engelies with the Melliotis of the Fundamia Engovernment of Indiana with Substitute to the Association 5 Street Code of Lunios.  |



## **NEW MEXICO ASSOCIATION OF REALTORS® — 2025** BUYER'S CLOSING AND FUNDING CONTINGENCY ADDENDUM



Time

Time

C. OTHER OPTION: The parties may agree to remain under contract on the Property with the Agreement being amended as follows: This Buyer's Closing and Funding Contingency Addendum may be declared null and void (which means this Addendum shall have no legal effect or validity) and the parties shall further amend the Agreement by entering into a Buyer's Sale Contingency, see NMAR Form 2503 - Buyer's Sale Contingency Addendum.

|                                 | BUYER(S)  |                                |                       |
|---------------------------------|---|--------------------------------|-----------------------|
|                                 |   |                                |                       |
| Buyer Signature                 | Print Name  | Date                           | Time                  |
| Buyer Signature                 | Print Name  | Date                           | Time                  |
|                                 | SELLER(S)   |                                |                       |
| Seller Signature                | Print Name  | Date                           | Time                  |
| Seller Signature                | Print Name  | Date                           | Time                  |
| RIIVER'S NO                     | OTIFICATION OF SATISFACTION                               | NOR WAIVER OF CONTI            | NCFNCV                |
| fulfill the terms and condition | l damages to which Seller may be ent ns of the Agreement. | itled as a result of Buyer's f | inancial inability to |
| Buyer Signature                 | Print Name  | Date                           | Time                  |
| Buyer Signature                 | Print Name  | Date                           | Time                  |
|                                 | A dry and dry d has Cally                                 |                                |                       |
|                                 | Acknowledged by Selle                                     | <u>er:</u>                     |                       |
| Seller Signature                | Print Name  | Date                           | Time                  |
| Seller Signature                | Print Name  | Date                           | Time                  |
| PER PARA. 3(C) AB               | OVE, THE PARTIES DECLARE TI                               | HIS ADDENDUM TO BE N           | TULL AND VOID.        |
| Buyer Signature                 | Print Name  | Date                           | Time                  |
| Buyer Signature                 | Print Name  | Date                           | Time                  |

Seller Signature

Seller Signature

Date

Date

Print Name

Print Name





## NEW MEXICO ASSOCIATION OF REALTORS® — 2025 NOTIFICATION OF MULTIPLE OFFERS

| 1.  | BUYER'S OFFER TO PURCHASE.  |
|-----|---|
|     | ("Buyer") has submitted an Offer to Purchase to   |
|     |   |
|     |   |
| ("5 | Seller") dated, with respect to the Property described in paragraph 2 ("Original Offer").   |
| 2.  | PROPERTY.   |
|     | dress (Street, City, State, Zip Code)   |
|     | see metes & bounds description attached as Exhibit , County, New Mexico.  |
|     |   |
| 3.  | <b>MULTIPLE OFFERS.</b> Seller has received multiple offers on the Property and before determining to accept or reject any one of those offers, Seller gives Buyer the opportunity to submit the following: |
|     | A.  An offer setting forth Buyer's Highest and Best terms; and/or   |
|     | <b>B.</b> □ An offer based on the following terms:  |



THIS NOTIFICATION OF MULTIPLE OFFERS DOES NOT CONSTITUTE AN OFFER BY SELLER TO SELL ON THE TERMS SET FORTH ABOVE. IF BUYER WISHES TO MAKE ANY CHANGES TO BUYER'S ORIGINAL OFFER (OTHER THAN A CHANGE TO THE EXPIRATION DATE, AS EXPLAINED BELOW) BUYER *MUST* SUBMIT A NEW OFFER.

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## NEW MEXICO ASSOCIATION OF REALTORS® — 2025 NOTIFICATION OF MULTIPLE OFFERS

#### 4. SELLER'S OPTIONS IN RESPONSE TO BUYER.

#### A. If New Offer Submitted.

- i. Accept. Seller may accept Buyer's New Offer if the Expiration Date has not passed and Buyer has not revoked his/her New Offer; or
- ii. Reject. Seller may reject Buyer's New Offer. If Seller rejects Buyer's New Offer, Seller should mark the "Rejects" Box on the Purchase Agreement. Failure of Seller to accept Buyer's New Offer by the Expiration Date, constitutes a rejection of the New Offer; or
- iii. Counter. Seller may counter Buyer's New Offer (Counteroffer NMAR Form 5102). IF COUNTERING, SELLER SHOULD COUNTER ONLY ONE OFFER.

#### B. If Original Offer Retained (No New Offer Submitted).

- i. Accept. Seller may accept Buyer's Original Offer, if the Expiration Date has not passed and Buyer has not revoked his/her Original Offer. If the Expiration Date in the Original Offer has passed, and Seller wishes to accept Buyer's Original Offer, Buyer must agree to execute an Amendment/Addendum extending the Expiration Date of the Original Offer. BOTH the Original Offer and the Amendment/Addendum must be fully executed.
- ii. Reject. Seller may reject Buyer's Original Offer. If Seller rejects Buyer's Original Offer, Seller should mark the "Rejects" Box on the Purchase Agreement. Failure of Seller to accept Buyer's Original Offer by the Expiration Date, constitutes a rejection of the Original Offer; or
- iii. Counter. Seller may counter Buyer's Original Offer (Counteroffer NMAR Form 5102). If Seller submits a Counteroffer, Seller should mark the "Rejects and Submits a Counteroffer" Box on the Purchase Agreement and sign ONLY the Counteroffer. Seller should NOT sign the Amendment/Addendum. IF COUNTERING, SELLER SHOULD COUNTER ONLY ONE OFFER.

| 5. TIME IS OI    | F THE ESSENCE.<br>_ □ AM □ PM M |   | onsider any new offers made later than SELLER |      | , at |
|------------------|---------------------------------|---|---|------|------|
| Seller Signature |                                 | Y | Print Name                                    | Date | Time |
| Seller Signature |                                 |   | Print Name                                    | Date | Time |





## NEW MEXICO ASSOCIATION OF REALTORS® — 2025 ADDENDUM NO. ADDENDUM FOR BACK—UP PURCHASE AGREEMENT



|   | ٨ | ١ |   |
|---|---|---|---|
| / | ı | ١ | ĺ |
|   | H |   | ١ |

## ATTENTION BUYER AND SELLER A



This "Back-Up" Purchase Agreement obligates Seller to sell and Buyer to buy IF Seller notifies Buyer that ALL Purchase Agreement(s) previously accepted by Seller have terminated by the date set forth in Paragraph 2.

| This Addendum is part of the □ Residential □ Commercial   | ☐ Vacant Land ☐ Farm and Rand | ch Purchase Agreement |
|---|-------------------------------|-----------------------|
| dated, 20between  |                               | ("Buyer")             |
| and   |                               | ("Seller")            |
| and relating to the following Property:   |                               |                       |
| Address (Street, City, State, Zip Code)   |                               |                       |
| Legal Description or see metes and bounds description attached as Exhibit New Mexico and is hereinafter referred to as "Back-Up Purch | ase Agreement".               | Count(ies),           |

- 1. CONTINGENCY. Performance under this Back-Up Purchase Agreement is contingent on termination of the Primary Purchase Agreement and ALL Prior Back-Up Purchase Agreements. Seller, in his sole discretion, shall determine if the Primary Purchase Agreement and ALL Prior Back-Up Purchase Agreements have terminated. Buyer acknowledges and Seller affirms that Seller has entered into the following: (Check "B" if applicable)
  - **A.** A purchase agreement with another buyer to sell the Property ("Primary Purchase Agreement");
  - **B.**  $\square$  In addition to the Primary Purchase Agreement, Seller has entered into one or more Back-Up Purchase Agreements with other buyer(s).
- 2. NOTICE. Seller shall notify Buyer immediately of the termination of the Primary Purchase Agreement and any Prior Back-Up Purchase Agreements (See Notification on Page 2). This Back-Up Purchase Agreement does not become the Primary Purchase Agreement until and unless Seller has notified Buyer that the Primary Purchase Agreement and ALL Prior Back-Up Purchase Agreement(s) have terminated. Notwithstanding any other provision of this Back-Up Purchase Agreement, including this Addendum, if Seller does not provide written notification to Buyer on or before that the Primary Purchase Agreement and ALL Prior Back-Up Purchase Agreements have terminated, then this Back-Up Purchase Agreement shall automatically terminate. SELLER SHALL MOVE BACK-UP PURCHASE AGREEMENTS INTO PRIMARY POSITION IN THE ORDER IN WHICH THEY WERE ACCEPTED BY SELLER.
- 3. DATE OF ACCEPTANCE/DATE OF "UNDER CONTRACT". Date of Acceptance is the date on which this Back-Up Purchase Agreement is fully executed and delivered, which means the parties are "Under Contract" as of the Date of Acceptance; HOWEVER, the parties are NOT obligated to perform on this Back-Up Purchase Agreement until the time frame set-forth in Paragraph 4.
- 4. TIMEFRAME FOR PERFORMANCE. Neither party is obligated to perform on this Back-Up Purchase Agreement until and unless Buyer receives written notice from Seller that the Primary Purchase Agreement and ALL Prior Back-Up Purchase Agreements have terminated. This means that where a date for performances in this Back-Up Purchase Agreement states " $\underline{X}$  No. of Days from Date of Acceptance", the date for performance shall now be " $\underline{X}$  No. of Days from the Date that Seller Notifies Buyer that Buyer's Back-Up Purchase Agreement is now the Primary Purchase Agreement." NOTE: Because of this, there CANNOT be any specific calendar date deadlines (e.g. March 1st) in this Back-Up Purchase Agreement; all dates in this Back-Up Purchase Agreement MUST BE expressed in number of days (e.g. four (4) days).

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## **NEW MEXICO ASSOCIATION OF REALTORS® — 2025** ADDENDUM NO. ADDENDUM FOR BACK—UP PURCHASE AGREEMENT



| _        | NOTIFIC | ATION | $T \cap D$ |  |
|----------|---------|-------|------------|--|
| <b>-</b> |         | /     |            |  |

| A. | Prior Back-Up Purchase Agreements. Seller shall notify Buyer that Prior Back-Up Purchase Agreements.        | nents have |
|----|---|------------|
|    | terminated by (check all that apply) $\square$ Email $\square$ Text $\square$ Hand-Delivery $\square$ Other |            |

B. Primary Purchase Agreement. Seller shall notify Buyer that Buyer's Purchase Agreement is the Primary Purchase Agreement by sending Buyer the Notification below.

| 1        | ATTENTION | BUVER  | AND | SELLER | 1             |
|----------|-----------|--------|-----|--------|---------------|
| <u> </u> | TILLITION | DUILIN | T   |        | $\overline{}$ |

#### BY SIGNATURE HERETO, SELLER AFFIRMS

THIS BACK-UP PURCHASE AGREEMENT IS BACK-UP PURCHASE AGREEMENT ADDENDUM NO.

- This section to be completed by BUYER, but Seller MUST review for accuracy before signing this Addendum. If number is incorrect, Seller should NOT sign this Addendum. Seller may submit a counteroffer with the correct number and/or notify Buyer of the correct number, so that Buyer may submit a corrected Back-Up Purchase Agreement Addendum.
- For purposes of determining this number, only count the number of Prior Back-Up Purchase Agreements the Seller has accepted; do NOT count the Primary Purchase Agreement. For example, if Buyer is the first Back-Up Purchase Agreement behind the Primary Purchase Agreement, then this is Back-Up Purchase Agreement Addendum No. (1); if Seller has already entered into one Back-Up Purchase Agreement before this one, then this is Back-Up Purchase Agreement Addendum No. (2).

|                  | BUYER(S)                |      |      |
|------------------|-------------------------|------|------|
| Buyer Signature  | Printed Name            | Date | Time |
| Buyer Signature  | Printed Name  SELLER(S) | Date | Time |
| Seller Signature | Printed Name            | Date | Time |
| Seller Signature | Printed Name            | Date | Time |

| SELLER'S NOTIFICATION TO BUYER THAT BUYER'S PURCHASE AGREEMENT IS NOW THE PRIMARY PURCHASE AGREEMENT |              |      |      |  |
|--|--------------|------|------|--|
| Seller Signature   | Printed Name | Date | Time |  |
| Seller Signature   | Printed Name | Date | Time |  |
| Buyer Signature  | Printed Name | Date | Time |  |
| Buyer Signature  | Printed Name | Date | Time |  |



# NEW MEXICO ASSOCIATION OF REALTORS® — 2025 ADDENDUM NO. \_\_\_\_



#### SOLAR PANEL SYSTEM LEASE/LOAN OR

#### POWER PURCHASE AGREEMENT ASSUMPTION CONTINGENCY ADDENDUM

THIS FORM TO BE USED WHEN THE SOLAR PANEL SYSTEM INSTALLED ON THE PROPERTY IS SUBJECT TO A LEASE, LOAN OR A POWER PURCHASE AGREEMENT AND NEITHER PARTY WILL BE SATISFYING (PAYING-OFF) THE LEASE, LOAN OR POWER PURCHASE AGREEMENT PRIOR TO CLOSING. FOR MORE INFORMATION, NMAR FORM 5130– SOLAR PANEL SYSTEM INFORMATION SHEET

| This A         |  | esidential   Commercial   Farm and F  | Ranch Purchase Agreement dated ("Buyer") and  |
|----------------|--|---|---|
|                |  |   | ("Seller") and  |
| relatin        | ng to the following property:  |   |   |
| Address        | (Street, City, State, Zip Code)  |   |   |
|                | escription   |   |   |
|                | e metes & bounds description a   | tached as Exhibit,  | Count(ies)  |
|                | Mexico.  |   |   |
| Panel          | System Documents, as defin   |   | ne following: 1) Buyer's approval of Solar broval from the Lessor to assume Seller's ions thereof.  |
| th<br>sh<br>Sy | e Property that is subject to a nall convey with the Property.                           | lease, unpaid loan or Power Purchase Ag<br>The term "Lessor," as used herein, shall re-<br>with whom the Seller has entered into a PF<br>el System, as indicated below.<br>em | "Solar Panel System") has been installed on greement ("PPA"). The Solar Panel System for to the company that leases the Solar Panel PA or the servicer of the unpaid loan used by |
| 2. SI          | ELLER ORLIGATIONS  | Seller has <b>OR</b> □ Within days at   | fter Date of Acceptance Seller shall:   |
| A.<br>B.<br>C. | Deliver to Buyer the most re<br>Panel System documents in<br>Provide to Buyer the name a | cent version of the Solar Panel System leas<br>Seller's possession. (collectively, "Solar F<br>and phone number of the Lessor; and;   | se/loan or PPA documents and all other Solar  |
| 3. B           | UYER DUE DILIGENCE.  |   |   |
| э. В<br>А.     | Buyer is advised that if the   | ate all concerns within the allotted time fra   | ne Solar Panel System is a material matter to<br>time set forth below. This may include, but is   |
|                | *Age   | *Maintenance  | * Tax Implications  |
|                | *End of Lease Terms *Grid Tie-In   | *Output and Production Guarantees  * Utility and Lessor Fees  | *Payment Adjustments *Warranties  |
|                | *Homeowner's Insurance C   | •   | *Utility Bills  |
|                | form and all New Mexico Association of REAL  | OVERAGE  ORS® (NMAR) forms are for the sole use of NMAR members and  AR forms to non-NMAR members or unauthorized Real Estate I   | d those New Mexico Real Estate Licensees to whom NMAR has   |

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# NEW MEXICO ASSOCIATION OF REALTORS® — 2025 ADDENDUM NO. \_\_\_\_



## SOLAR PANEL SYSTEM LEASE/LOAN OR

POWER PURCHASE AGREEMENT ASSUMPTION CONTINGENCY ADDENDUM

|     |                  |  |  | •   |   |
|-----|------------------|--|--|---|---|
| 4.  | ter<br>dil<br>Pa | systems, including, but not lineare instructed to consult with in their due diligence efforts.  JYER'S OBJECTION PERIOD minate the Agreement based on igence ("Solar Panel System Objections")   | acknowledge and agree that Brokers a mited to, cost, insurability, operation, with independent legal counsel and other.  D. Buyer shall have days from the Solar Panel System Documents or a ction Deadline"). Buyer's failure to delive shall conclusively be deemed a waiver of anel System Documents.   | value, or transferability. Sequalified licensed professoreceipt of Solar Panel Systems information discovered a signed notice of termin   | Seller and Buye ssionals to assistem Documents to by Buyer's du ation within Sola |
| 5.  | IF               | EASE/LOAN ASSUMPTION CO  | ONTINGENCY   |   |   |
| J.  | A. B. C.         | If Buyer does not terminate the apply for lease/loan or PPA ass cooperate fully with Lessor and Buyer shall assume the Solar Parprior to the Settlement/Signing E Money shall be refunded to Buy the Solar Panel System lease/loan Deadline a notice from the Lesso or PPA ("Rejection Notice"). If Buyer does not assume the Solar Panel System lease/loan and the Solar Panel System lease/loan Deadline and the Solar Panel System lease/loan and the Solar Pan | Agreement by the Solar Panel System Osumption approval in the manner require supply the necessary documentation to conel System lease/loan or PPA under the exicate. ("Assumption Approval Deadline"). er if, after a diligent and good faith effort, nor PPA from Lessor; and (ii) delivers to sor stating that Buyer was unable to obtain a colar Panel System lease/loan or PPA with the prior to the Assumption Approval Deadline".  | d by Lessor, and Seller are omplete the assumption. sting terms and conditions This Agreement shall term. Buyer: (i) is unable to obt Seller no later than the Assupproval of the Solar Panel thin the Assumption Appropriate that the Assumption Appropriate is the seller as the seller | withinday inate, and Earnes ain assumption Approva                                |
| F   | e:<br>c          | expertise, Seller and Buyer exponditions or transferability prol   | IMPORTANT NOTICE Concerning to the Solar Panel Systems pertaining to the Solar Panel System (Solar Panel System) and conditional terms are conditional terms and conditional terms and conditional terms are conditional terms and conditional terms are conditional terms and conditional terms are conditional ter | oker(s) form liability for<br>tem   |   |
| _   |                  |  |  |   |   |
| Bu  | yer Sig          | gnature  | Printed Name   | Date  | Time  |
| Bu  | yer Sig          | gnature  | Printed Name   | Date  | Time  |
|     |                  |  | SELLER(S)  |   |   |
| Sel | ller Sig         | gnature  | Printed Name   | Date  | Time  |

Time

Date

Seller Signature

Printed Name