

# CLEAR THE CONFUSION: OFFERS COUNTERS, MULTIPLES & CONTINGENCIES

4

CE

CORE  
ELECTIVE



# MESA

Real Estate Institute, LLC

New Mexico

In addition to the 2024, 2025, and 2026 Core Courses, MESA REI offers the following:

**NEWER:**

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On-Demand Real Estate Success Across Multi-Generations – 2 CE Elective

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

RPM – Investment Properties – 3 CE Property Management and 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, 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 - 3 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  
Closing On Time is Possible - 3 CE Elective  
Pixels, Properties and People: Navigating AI in Real Estate - 2 CE Elective  
Business Ethics in Real Estate - 4 CE Ethics  
Handling Multiple Offers Ethically and Effectively - 4 CE Ethics  
Triple D: Deadlines, Defaults and Definitions – 3 CE Core Elective  
Qualifying Broker Refresher Course – 6 CE (QB Elective) (AB Core Elective)

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

Register for three 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 six months of payment. Sign up for three classes and give us a call. We can register you for your 4<sup>th</sup> class or issue a coupon for 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](http://mesarei.com) or call us at 505.348.3381.  
Updated as of January 2026.



**MESA**  
Real Estate Institute, LLC  
New Mexico



# 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 **IS** the **FINAL** day for performance; and if that specific date falls on a Saturday, Sunday or a legal Holiday, the date **does not** extend to the next business day.
  - D. DATE OF ACCEPTANCE:** date this Agreement is fully executed and delivered.
  - E. DAY(S):** determined on a "calendar day" basis and if the **FINAL** day for performance falls on a Saturday, Sunday or legal Holiday, the time therefore shall be extended to the next business day. Legal Holidays are described as New Year's Day, Martin Luther King Jr.'s Birthday, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day/Indigenous Peoples Day, Veteran's Day, Thanksgiving Day and Christmas.
  - F. DELIVER(ED):** by any method where there is evidence of delivery. In the event the parties have agreed to electronic transmission of documents, a facsimile or e-mail transmission of a copy of this or any related document shall constitute delivery of that document. When an item is delivered to the real estate Broker who represents the Buyer or Seller, it is considered delivered to the Buyer or Seller respectively, except if the same Broker represents both Buyer and Seller, in which case, delivery must be made to the Buyer or Seller, as applicable.
  - G. DEADLINES:** any "deadline(s)" can be expressed either as a calendar date or as a number of days.
  - H. ELECTRONIC/ELECTRONIC RECORD:** relating to technology having electrical, digital, magnetic, wireless, telephonic, optical, electromagnetic or similar capabilities and includes, but is not limited to, facsimile and e-mail; a record created, generated, sent, communicated, received or stored by electronic means.
  - I. ELECTRONIC SIGNATURE:** an electronic sound, symbol or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.
  - J. EXPIRATION DATE:** means the date the party is revoking their offer or counteroffer. An offer is no longer capable of acceptance after it expires, consequently, if the party intends to accept the offer or counteroffer, it must be accepted before the Expiration Date. If a party intends to make a counteroffer, it does not need to be made by the Expiration Date because a counteroffer serves as both a rejection of the original offer (or counteroffer) AND as a new offer.
  - 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.

- Checkboxes for various addendums: Addendum to Purchase Agreement – Back Up Offer (NMAR Form 1530), Addendum No. (NMAR Form 5101 or 2300), Buyer’s Closing & Funding Sale Contingency (NMAR Form 2503A), Buyer’s Sale Contingency Addendum (NMAR Form 2503), Escalation Clause Addendum (NMAR Form 2111), Estimated Property Tax Levy, Lead-Based Paint Addendum (NMAR Form 5112), Other, Mortgage/Deed of Trust Addendum (NMAR Form 2507), Occupancy Agreement – Buyer/Seller (NMAR 2201/2202), Real Estate Contract Addendum (NMAR Form 2402), Residential Resale Condominium Addendum (NMAR Form 2302), Septic System Contingency Addendum (NMAR Form 5120A), Inspection and Observation Waiver Addendum (NMAR Form 5140), Price Modification/Seller Credits Addendum (NMAR Form 2101), 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  
COUNTEROFFER NO. \_\_\_\_\_



This Counteroffer is made a part of the  Residential  Commercial  Vacant Land  Farm and Ranch Purchase Agreement dated \_\_\_\_\_ between \_\_\_\_\_ ("Buyer") and \_\_\_\_\_ ("Seller") and relating to the purchase of the following Property:

Address (Street, City, State, Zip Code)

Legal Description

or see metes and bounds description attached as Exhibit \_\_\_\_\_, \_\_\_\_\_ County, New Mexico;

the above-described Purchase Agreement is hereinafter referred to as "Purchase Agreement". **The Purchase Agreement INCLUDES all addendums submitted with the Purchase Agreement/Offer that are expressly incorporated by reference into the Purchase Agreement, meaning that if a party wishes to change any term(s) of an addendum(s), that was not already changed in a prior incorporated Counteroffer, that change would need to be included in this Counteroffer.**

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



- 3. **UNCHANGED TERMS REMAIN THE SAME.** All other terms and conditions of the Purchase Agreement and any incorporated addendums, that are not otherwise modified by this Counteroffer remain unchanged.
- 4.. **EXPIRATION DATE/DELIVERY.** This Counteroffer will expire unless acceptance is delivered in writing to  
 Buyer or Buyer's Broker or  Seller or Seller's Broker on or before \_\_\_\_\_ at \_\_\_\_\_  
 a.m.  p.m. Mountain Standard Time.
- 5. **WITHDRAW.** Unless acceptance is delivered in accordance with Section IV, this Counteroffer may be withdrawn at any time prior to the Expiration Date.

**If rejecting or making a subsequent Counteroffer, party receiving this Counteroffer SHOULD NOT sign this Counteroffer; but should initial below, which indicates this Counteroffer was seen/reviewed.**

**RECEIVING PARTY**

- REJECTS & SUBMITS** Counteroffer \_\_\_\_\_ (NMAR Form 5102). **INITIALS:** \_\_\_\_\_
- REJECTS this Counteroffer.** **INITIALS:** \_\_\_\_\_

**BUYER AND/OR SELLER'S SIGNATURE BELOW INDICATES BUYER AND/OR SELLER'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



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



THE PARTY INTENDING TO REVOKE AN OFFER OR COUNTEROFFER IS NOT 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 Notice of Revocation [ ] Buyer(s) \_\_\_\_\_ OR

Name of Buyer(s)

[ ] Seller(s) \_\_\_\_\_ hereby revokes the [ ] Offer [ ] Counteroffer

Name of Seller(s)

dated \_\_\_\_\_ that he/she/they submitted on the following property: \_\_\_\_\_

Address

\_\_\_\_\_ or
City Zip Code

Legal Description

or see metes and bounds or other legal description attached as Exhibit \_\_\_\_\_,

County, New Mexico.

SIGNATURE(S) OF REVOKING PARTY

Signature Date Time

Signature Date Time

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**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.**

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 \_\_\_\_\_ ("Buyer") and \_\_\_\_\_ ("Seller") relating to the following real estate: \_\_\_\_\_ ("Subject Property"), hereinafter referred to as the "Purchase Agreement".

1. **CONTINGENCY:** The Purchase Agreement is subject to the sale, closing and funding of Buyer's property located at: \_\_\_\_\_ ("Buyer's Property").
2. **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)  email  text  hand-delivery  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 termination within \_\_\_\_\_ days of such termination. In this event, Buyer shall have the option of waiving the 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 \_\_\_\_\_ days** of receiving Buyer's notice of the termination of the contract on Buyer's Property and Earnest Money will be refunded to Buyer. If Seller fails to timely notify Buyer of Seller's intent to terminate, Seller's right to terminate shall be deemed waived.

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BUYER'S SALE CONTINGENCY ADDENDUM



- 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).
- 5. 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 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  will  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:**
  - A.**  Buyer's Property is for sale.
    - i.** Buyer's Property is listed with \_\_\_\_\_ (Broker's name) of \_\_\_\_\_ Brokerage.
    - ii.** Buyer's Property  is  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.**  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 will 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.** 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 and waives his right to terminate the Purchase Agreement based thereon. Seller may not unreasonably withhold 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.



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



**9. TIME PERIODS FOR PERFORMANCE.**

- A.** If a TOM Fee is provided for in the Purchase Agreement, the TOM Fee shall be delivered the date that the Buyer delivers written notice that the Buyer's Property has gone under contract for sale or the date Buyer delivers notice that this Contingency is waived, whichever should occur first.
- B.** If Earnest Money is provided for in the Purchase Agreement, Earnest Money shall be deposited:
  - as specified in the Purchase Agreement;
  - the date that the Buyer delivers written notice that the Buyer's Property has gone under contract for sale or the date Buyer delivers notice that this Contingency is waived, which ever should occur first; or
  - other \_\_\_\_\_.
- C.** Time periods in the Purchase Agreement for performance of all other obligations shall begin:
  - as specified in the Purchase Agreement;
  - the date that the Buyer delivers written notice that the Buyer's Property has gone under contract for sale or the date Buyer delivers notice that this Contingency is waived, which ever should occur first; or
  - other \_\_\_\_\_.

**10. CONFLICT.** If there is any conflict between the provisions of the Purchase Agreement and this Addendum, the provision of this Addendum will control. The remaining provision of the Purchase Agreement will remain in effect.

**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







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



This Addendum is a part of the Residential Agreement ("Purchase Agreement") dated \_\_\_\_\_, 20\_\_\_\_  
 between \_\_\_\_\_ ("Buyer")  
 and \_\_\_\_\_ ("Seller")  
 relating to the following Property:

Address (Street, City, State, Zip Code) \_\_\_\_\_

Legal Description  
 or see metes & bounds description attached as Exhibit \_\_\_\_\_, \_\_\_\_\_ Count(ies),  
 New Mexico.

*As used in this agreement, 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.*

1. **BUYER'S REPRESENTATION.** Buyer represents that Buyer has accepted an offer for the sale of Buyer's property located at \_\_\_\_\_ ("Buyer's Property").
  - A. Name of title/escrow company used for closing of Buyer's Property: \_\_\_\_\_
  - B. Date of Closing on Buyer's Property: \_\_\_\_\_
  - C. Buyer  will  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. **CONTINGENCY.** 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 Buyer by the Contingency Deadline, the Agreement shall terminate automatically, and the Earnest Money shall be refunded to Buyer.
3. **TERMINATION OF CONTRACT FOR SALE OF BUYER'S PROPERTY.** If the contract for the sale of Buyer's Property terminates for any reason, Buyer shall deliver notice to Seller within \_\_\_\_\_ days of Buyer receiving notice of the termination of the contract for sale of Buyer's Property ("Notification Date") and provide to Seller at that time evidence of such termination. In this event, the following options are available:
  - A. **BUYER'S OPTIONS:**
    - 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;
      - 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
    - ii. Terminate this Agreement immediately; Earnest Money  will  will not be refunded to Buyer.
  - B. **SELLER'S OPTIONS:** If Buyer waives this Contingency and by the Notification Date, Buyer is unable to provide 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  will  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.

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



**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

**BUYER'S NOTIFICATION OF SATISFACTION OR WAIVER OF CONTINGENCY**

Buyer hereby notifies Seller that Buyer (check applicable box)  WAIVES  SATISFIES this Contingency. **If Buyer WAIVES this Contingency and subsequently is unable to fulfill the terms and conditions of the Agreement for financial reasons, the Earnest Money will NOT be refunded to Buyer; it will be paid to the Seller and Seller reserves all rights to pursue additional damages to which Seller may be entitled as a result of Buyer's financial inability to fulfill the terms and conditions of the Agreement.**

Buyer Signature	Print Name	Date	Time
Buyer Signature	Print Name	Date	Time

**Acknowledged by Seller:**

Seller Signature	Print Name	Date	Time
Seller Signature	Print Name	Date	Time

**PER PARA. 3(C) ABOVE, THE PARTIES DECLARE THIS ADDENDUM TO BE NULL AND VOID.**

Buyer Signature	Print Name	Date	Time
Buyer Signature	Print Name	Date	Time
Seller Signature	Print Name	Date	Time
Seller Signature	Print Name	Date	Time



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



1. BUYER'S OFFER TO PURCHASE.

("Buyer") has submitted an Offer to Purchase to

("Seller") dated \_\_\_\_\_, \_\_\_\_\_ with respect to the Property described in paragraph 2 ("Original Offer").

2. PROPERTY.

Address (Street, City, State, Zip Code)

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

3. MULTIPLE OFFERS. 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. [ ] 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  
ADDENDUM NO. \_\_\_\_\_  
ADDENDUM FOR BACK—UP PURCHASE AGREEMENT**



**⚠ ATTENTION BUYER AND SELLER ⚠**

**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 Ranch Purchase Agreement dated \_\_\_\_\_, 20\_\_\_\_ between \_\_\_\_\_ ("Buyer") and \_\_\_\_\_ ("Seller") and relating to the following Property:

Address (Street, City, State, Zip Code) \_\_\_\_\_

Legal Description or see metes and bounds description attached as Exhibit \_\_\_\_\_, \_\_\_\_\_ Count(ies), New Mexico and is hereinafter referred to as “Back-Up Purchase Agreement”.

- 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.**  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 \_\_\_\_\_, 20\_\_\_\_ 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 “X No. of Days from Date of Acceptance”, the date for performance shall now be “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 1<sup>st</sup>) 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**



**5. NOTIFICATION TO BUYER.**

- A. Prior Back-Up Purchase Agreements.** Seller shall notify Buyer that Prior Back-Up Purchase Agreements have terminated by (check all that apply)  Email  Text  Hand-Delivery  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.

**⚠ ATTENTION BUYER AND SELLER ⚠**

**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	Date	Time

**SELLER(S)**

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