

# NMAR FORMS UPDATE

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:**

On-Demand HOAs, COAs, PIDs, and SADs – 4 CE Core Elective

On-Demand Real Estate Success Across Multi-Generations: Leveraging Differences and Strengths  
- 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 February 2026.



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



**NEW MEXICO ASSOCIATION OF REALTORS® — 2026  
PURCHASE AGREEMENT – RESIDENTIAL RESALE**



**Definitions: Capitalized terms not defined within the applicable sections are defined in Section VI.**

**SECTION I – PARTIES, PROPERTY, PURCHASE PRICE AND COSTS**

**1. PARTIES, PROPERTY AND TERMS.** Seller agrees to sell, and Buyer agrees to buy the Property for the Purchase Price pursuant to the terms of this Purchase Agreement (“Agreement”). This Agreement shall apply to, be binding upon, enforceable against and inure to the benefit of the parties hereto and their respective representatives, successors, permitted assigns, heirs and estates.

**A. Seller:** \_\_\_\_\_

**B. Buyer:** \_\_\_\_\_

**C. Purchase Price:** \_\_\_\_\_ \$ \_\_\_\_\_

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

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

**D. Earnest Money – (Para. 6):** \_\_\_\_\_ \$ \_\_\_\_\_

**E. Independent Consideration - (Para. 7): Amount must be greater than zero (\$0)** \$ \_\_\_\_\_

**F. New Mexico Gross Receipts Tax (“GRT”) Location Code:** \_\_\_\_\_ (To be completed by Broker).

**G. Settlement/Signing Date – (Para. 43):** \_\_\_\_\_

**H. Offer Expiration Date and Time** \_\_\_\_\_, at \_\_\_\_\_  am  pm Mountain Time.

**I. Property – check at least one to identify the Property.** If the Property has not been assigned an address, a legal description must be provided. If neither an address nor a legal description is available, an exhibit or document must be attached to this Agreement to clearly identify the Property to be conveyed.

Property Address. \_\_\_\_\_

Legal Description – If left blank, the legal description of the Property shall be provided by Title Company unless otherwise specified in this Agreement. If the legal description of the Property in this Agreement is not accurate, this Agreement shall not be invalid, and the legal description shall be revised in a manner acceptable to Buyer, Seller and Title Company.

\_\_\_\_\_

An exhibit is attached hereto with a depiction and/or description of the Property.

**2. PROPERTY TYPE.**  Site built  Manufactured housing  Modular  Off-site built  Other: \_\_\_\_\_  
\_\_\_\_\_. NMAR Form 2305 – Information Sheet - Manufactured Housing. NMAR Form 2321 – Manufactured And Modular Housing And Other Off-Site Construction Addendum.

**3. OFF MARKET.** As of Date of Acceptance, Seller shall take the Property off the market until termination of this Agreement (“Off Market”). To be “Off Market” means Seller shall not accept any other offers to sell the Property, **except a Back-Up Offer**. Subject to MLS classification rules, while Off Market, Seller may continue to solicit Back-Up Offers.

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

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

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**NEW MEXICO ASSOCIATION OF REALTORS® — 2026  
PURCHASE AGREEMENT – RESIDENTIAL RESALE**



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

**B. EXCLUSIONS. The following Fixtures are excluded from the sale:**

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

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

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

**5. OTHER RIGHTS. The Buyer and Seller agree to the following terms regarding Water, Mineral, Wind, Solar, and other rights appurtenant to the property (collectively, “Other Rights”).**

- A. Unless otherwise stated in an addendum, all Other Rights appurtenant to the property shall convey. Seller makes no warranty, express or implied, with respect to these Other Rights and reserves the right to convey these Other Rights, if any, by Quit Claim Deed;
- B. If Seller intends to reserve any of these Other Rights, **Seller should NOT sign this offer** and should consult with a licensed New Mexico attorney specializing in the subject matter to ensure that the reservation language adequately and accurately addresses the reservation and any related issues;
- C. Seller shall make reasonable efforts to provide all available documentation related to these Other Rights on or before the Document Delivery Deadline;
- D. If Seller is aware that any of these Other Rights have been severed and belong to a third party, the Seller must disclose the details and provide related documentation;



**NEW MEXICO ASSOCIATION OF REALTORS® — 2026  
PURCHASE AGREEMENT – RESIDENTIAL RESALE**



- E. Title insurance will not cover/insure Other Rights;
- F. Buyer is advised to consult an attorney to understand what Other Rights they are receiving by way of this Agreement and by the deed used by Seller to convey these Other Rights;
- G. All rights being conveyed are subject to prior reservations, leases, and/or encumbrances of record as identified in the Title Policy; and
- H. If the Property includes water rights, Buyer acknowledges that these rights are subject to regulation by the New Mexico Office of the State Engineer (“NMOSE”). If the water rights are associated with a ditch or flowing water source, Buyer understands that their use is governed by the state’s priority administration system and may fluctuate based on seasonal availability. If the water rights are associated with an irrigation well, Buyer acknowledges that their use is limited by the well’s permitted capacity and usage restrictions as established by the NMOSE .

**6. EARNEST MONEY.** Buyer shall deliver the Earnest Money specified in **Para. 1.D** to the Title Company identified in **Para. 36** (“Title Company”) in any manner acceptable to Title Company, no later than \_\_\_\_ days (**five [5] if left blank**) from  **Date of Acceptance** OR  **if Buyer has no objections to inspections, the Objection Deadline in Para. 33** or **if Buyer has objections to inspections, the date the parties reach Resolution** OR  **OTHER** \_\_\_\_\_.  
Earnest Money shall be applied to Purchase Price, down payment, and/or Closing Costs upon Funding Date. If the lender prohibits the credit of any portion of the Earnest Money towards the Purchase Price, down payment and/or Closing Costs, the Earnest Money or applicable portion thereof shall be refunded to Buyer after Closing. Buyer’s failure to timely deliver the Earnest Money shall be considered a default of this Agreement.

**7. INDEPENDENT CONSIDERATION.** *Independent Consideration is required for formation of this Agreement. It can be a minimal amount, such as \$10 or \$100, or a small percentage of the Purchase Price, but it must be greater than zero(\$0). If this transaction does not Close for any reason, other than Seller’s breach of this Agreement, the Independent Consideration shall NOT be refunded to Buyer. For further explanation of Independent Consideration see Para. 64.K, NMAR Form 6302 — Information Sheet - Independent Consideration.*

**A. DELIVERY OF INDEPENDENT CONSIDERATION.** In consideration of the sum stated in **Para. 1.E** paid by Buyer, the sufficiency and receipt of which Seller hereby acknowledges, Seller hereby grants Buyer the exclusive right and option to purchase the Property. Delivery to Title Company identified in **Para. 36** or to Listing Brokerage identified on **Cover Page 3** shall constitute delivery to Seller.

- i. Buyer shall deliver the Independent Consideration to  Title Company or  directly to Seller.
  - a. If delivering Independent Consideration to Title Company, the Title Company shall release the Independent Consideration to Seller as soon as Buyer’s Independent Consideration payment to the Title Company has been processed, subject to any Title Company disbursement charges and receipt of Seller’s disbursement instructions. Seller’s Instructions only require Seller’s signature(s); **no further disbursement agreement between Buyer and Seller (beyond this Purchase Agreement) is required for the Title Company to disburse the Independent Consideration to Seller.** NMAR Form 6303 - Seller’s Instructions to Title Company for Disbursement of Independent Consideration. If the Independent Consideration is being delivered to the Title Company by check, check shall be made to Title Company. Buyer shall be responsible for any fees associated with delivering Independent Consideration to Title Company. Seller shall be responsible for any fees associated with disbursement of Independent Consideration to Seller. NMAR Form 6303 - Seller’s Instructions to Title Company for Disbursement of Independent Consideration. Any additional fees charged by Title Company to process the Independent Consideration shall be paid in accordance with **Para. 13.**

**ATTENTION TITLE COMPANY: From Buyer funds received by Title Company per this Paragraph, amounts shall first be credited to Independent Consideration, with the remainder to Earnest Money.**

- b. If delivering Independent Consideration directly to Seller, Buyer shall deliver Independent Consideration as follows:  Check;  Electronically; or  Other: \_\_\_\_\_.  
Seller shall notify Title Company when Seller receives the Independent Consideration from Buyer. Seller may use NMAR Form 2104B — Receipt for Independent Consideration or other method to verify receipt.
- ii. **DATE OF DELIVERY.** The Independent Consideration will be delivered \_\_\_\_ days after **Date of Acceptance** (**three [3] if left blank**). **Deadline for the delivery of the Independent can be less than three (3) days, but it cannot be more.** In the event Independent Consideration is being delivered with the Earnest Money, Buyer may make payment for both Independent Consideration and Earnest Money in one check, money order or wire transfer. **Time is of the essence; strict compliance to this deadline is required.**
- iii. **CONTRACT/AGREEMENT FORMATION.** **The parties hereby agree that Buyer’s commitment to deliver the Independent Consideration in accordance with this Paragraph is sufficient consideration to create a legal binding contract/agreement from the time of full execution of this Agreement to the time of delivery of the Independent Consideration.**



**NEW MEXICO ASSOCIATION OF REALTORS® — 2026  
PURCHASE AGREEMENT – RESIDENTIAL RESALE**



iv. **BUYER’S FAILURE TO DELIVER INDEPENDENT CONSIDERATION.** If Buyer fails to deliver the Independent Consideration in accordance with this Paragraph, this Agreement shall automatically terminate, and notwithstanding Para. 48, Seller shall have no obligation to provide Buyer with any opportunity to cure. Upon termination, with the exception of requirements set forth in Para. 46, neither party shall have any further rights or obligations under this agreement.

B. **APPLICATION OF INDEPENDENT CONSIDERATION AT CLOSING.** In the event of Closing, the Independent Consideration  shall  shall NOT be applied to the Purchase Price, down payment, and/or Closing Costs, subject to any lender restrictions, if applicable. If the Independent Consideration will be credited at Closing, and is allowed by Buyer’s lender, if applicable, Buyer should consult with his lender, to determine what documentation, if any, the lender will need to issue the credit.

**8. CASH, LOAN OR SELLER FINANCING.**

**ATTENTION BUYER**

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

A.  **CASH PURCHASE.** Unless either box below is checked, then no later than \_\_\_ days (five [5] if left blank) after the Date of Acceptance, Buyer shall provide Seller with Proof of Funds. “Proof of Funds” is defined as verifiable evidence of Readily Available Funds sufficient to Close on the Property. “Readily Available Funds” are defined as funds: that are liquid and held in cash or cash-equivalent accounts (e.g., checking, savings, money market); that are within Buyer’s possession or control; that are not subject to market fluctuation; and to which access is not subject to withdrawal restrictions, or third-party approval. **Brokers are not responsible for verifying the authenticity/veracity of Proof of Funds letters or for determining Buyer’s creditworthiness.**

**Check if Applicable:**

**Funds are Contingent on the Closing of a Cash-Out Refinance** (“Cash-Out Refinance Contingency”). Buyer shall satisfy or waive this Cash-Out Refinance Contingency and deliver Proof of Funds to Seller no later than \_\_\_\_\_ (“Refinancing Deadline”). If the Cash-Out Refinancing Contingency is not satisfied or waived and Proof of Funds is not delivered to Seller by the Refinancing Deadline, this Agreement shall terminate, and any Earnest Money delivered shall be refunded to Buyer.

**Funds are Contingent on Some Other Event:** \_\_\_\_\_

B.  **LOANS.** This Agreement is contingent upon Buyer’s ability to obtain a loan(s) on or before the Settlement/Signing Date in the amount stated in **Para. 1(C)(ii)**.

i. **PRE-QUALIFICATION LETTER:**  Pre-Qualification Letter is attached as part of the Offer; or  The Buyer shall provide the Seller with a Pre-Qualification Letter from a lender no later than \_\_\_ days (seven [7] if left blank) from the Date of Acceptance. The Pre-Qualification Letter must stipulate the following:

- a. A written loan pre-application has been made;
- b. A credit report has been obtained and reviewed by the lender;
- c. A pre-qualification has been secured from the same lender;
- d. The loan type, as specified in this Paragraph; and
- e. If an amount is specified in **Para. 1(C)(ii)**, then the amount specified in **Para. 1(C)(ii)**, is available to complete the transaction by the Settlement/Signing Date, subject to contingencies provided for in this Agreement and underwriting approval.

**The Buyer’s failure to provide a Pre-Qualification Letter to Seller within the time frame specified shall be considered a default of this Agreement.**

ii. **LOAN APPLICATION DEADLINE AND LOAN TYPE.** The Buyer shall make written application for a loan and provide a copy of the fully executed Purchase Agreement to lender no later than \_\_\_ days (one [1] if left blank) from the Date of Acceptance for the following loan type:



**NEW MEXICO ASSOCIATION OF REALTORS® — 2026  
PURCHASE AGREEMENT – RESIDENTIAL RESALE**



- |                                       |                                       |
|---------------------------------------|---------------------------------------|
| <input type="checkbox"/> Conventional | <input type="checkbox"/> USDA         |
| <input type="checkbox"/> FHA          | <input type="checkbox"/> VA           |
| <input type="checkbox"/> NMMFA        | <input type="checkbox"/> Other: _____ |

iii. **VERIFICATION OF LOAN ESTIMATE.** No later than \_\_\_\_\_ days (**three [3] if left blank**) after Seller’s written request, Buyer shall provide written verification from the lender that lender has delivered the Loan Estimate to Buyer. **Seller’s written request must be made AFTER the Loan Application Deadline above.**

iv. **FINAL LOAN APPROVAL DEADLINE.** Buyer shall cooperate and act in good faith in obtaining final approval for the loan as outlined in the Pre-Qualification Letter. If the lender determines that the Buyer will not qualify for the loan by the Settlement/Signing Date, Buyer shall deliver to Seller a written rejection letter from lender (“Rejection Letter”) on or before 11:59 p.m. \_\_\_\_\_ days (**three [3] if left blank**) before the Settlement/Signing Date.

**If the Buyer fails to deliver the Rejection Letter within the specified time frame, the Buyer shall forfeit the Earnest Money to the Seller. Notwithstanding any other provision in the Purchase Agreement, the Buyer shall not be afforded an Opportunity to Cure if the Rejection Letter is not delivered within the time frame specified. For purposes of this Paragraph, "days" refers to calendar days, and notwithstanding any other provisions of the Agreement, there shall be no extension if the deadline falls on a weekend or legal holiday.**

C.  **SELLER FINANCING.** The approximate balance of \$ \_\_\_\_\_ shall be financed by Seller and shall be secured by:  Real Estate Contract  Mortgage  Deed of Trust. Terms and conditions of the applicable instrument shall be attached as an addendum. For a Real Estate Contract, attach NMAR Form 2402 - Real Estate Contract Addendum to Purchase Agreement. For a Mortgage or Deed of Trust, attach NMAR Form 2507 - Addendum to Purchase Agreement – Seller Financing, Mortgage or Deed of Trust.

9.  **BUYER’S SALE, CLOSING AND FUNDING CONTINGENCY.** This Agreement is contingent upon the Sale, Closing and Funding of Buyer's property located at: \_\_\_\_\_ on or before \_\_\_\_\_, \_\_\_\_\_ (“Buyer’s SCF Contingency Deadline”), OR subject to any applicable Buyer's Contingency Addendum if attached. If this Buyer’s Sale, Closing and Funding Contingency is not satisfied or waived by the Buyer’s SCF Contingency Deadline, this Agreement shall terminate and any Earnest Money delivered shall be refunded to Buyer.

A.  Buyer represents that Buyer’s property is currently under contract for sale.  If checked, attach NMAR Form 2503A – Buyer's Closing and Funding Addendum; OR

B.  Buyer represents that Buyer's property is NOT yet under contract for sale.  If checked, attach NMAR Form 2503 – Buyer's Sale Contingency Addendum.

**10. APPRAISAL.**

**A. APPRAISAL ORDER DEADLINE.**

i. If Buyer is obtaining a loan, then no later than \_\_\_\_\_ (“Appraisal Order Deadline”), the party responsible for the cost of the appraisal shall pay for the appraisal, and Buyer shall direct lender in writing to order the Appraisal. Upon written request from Seller, Buyer shall provide Seller evidence of Buyer’s written direction to lender.

ii. If Buyer is purchasing with Cash or Seller Financing, Buyer  **does**  **does not** require an Appraisal. If an Appraisal is required, Buyer shall select and order the Appraisal, and the party responsible for the cost of the appraisal shall pay for the appraisal no later than \_\_\_\_\_ (“Appraisal Order Deadline”).

**B. APPRAISAL CONTINGENCY.** If Buyer is obtaining an appraisal, Buyer shall not be obligated to complete the purchase or incur any penalty, including the forfeiture of Earnest Money, if the Purchase Price exceeds the Appraisal.

i. In the event the appraised value is less than the Purchase Price, Buyer shall deliver a copy of the Appraisal to Seller within **three (3) days** of receiving the appraisal and Buyer shall have the following options to be exercised within **five (5) days** from Buyer’s delivery of the Appraisal to Seller (collectively “Buyer’s Options”):

- Notify Seller in writing of Buyer’s election to proceed with this Agreement without regard to the amount of the appraised valuation;
- Negotiate a revised Purchase Price with Seller, which revised Purchase Price shall be incorporated into an addendum to this Agreement and fully executed by the parties; or
- Notify Seller in writing of Buyer’s intent to terminate this Agreement.

ii. If Buyer fails to satisfy one of the Buyer’s Options within the **5-Day period**, such satisfaction to include, if applicable, the parties fully executing a Price Modification addendum to this Agreement (NMAR Form 2101 – Price Modification/Seller Credits Addendum), this Agreement shall automatically terminate and Earnest Money, if delivered, shall be refunded to Buyer.



**NEW MEXICO ASSOCIATION OF REALTORS® — 2026  
PURCHASE AGREEMENT – RESIDENTIAL RESALE**



- C. **CONDITIONAL APPRAISAL.** In the event the appraised value equals or exceeds the Purchase Price but identifies conditions that must be satisfied for loan approval, Buyer shall deliver a copy of the Appraisal to Seller within **three (3) days** of receiving the Appraisal, and the parties shall have **five (5) days** from Seller’s receipt of the Appraisal to negotiate and agree to a Resolution. If the parties cannot come to a Resolution that is satisfactory to the lender to meet conditions for the loan approval, this Agreement shall automatically terminate and Earnest Money, if delivered, shall be refunded to Buyer.
- D. **SQUARE FOOTAGE.** The appraisal contingency does not allow for termination based on a discrepancy between representations or assumptions about the square footage and the square footage as indicated in the appraisal.

**11. BUYER’S BROKERAGE COMPENSATION.**

**⚠ ATTENTION SELLER ⚠**

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

If the Property is sold to Buyer identified in **Para. 1(B)** of this Agreement, Seller agrees to pay the following compensation, plus applicable GRT, to the Buyer’s Brokerage upon Closing and Funding of the transaction. **Notwithstanding the foregoing, Seller shall be liable to Buyer’s Brokerage for compensation if the Property does not Close and Fund due to Seller’s breach of this Agreement.**

If Seller has already entered into a compensation agreement with the Buyer’s Brokerage (NMAR Form 4660 – Seller’s Compensation to Buyer’s Brokerage, or other compensation agreement between Seller and Buyer’s Brokerage (“equivalent”)), then any compensation Seller has agreed to pay in this Paragraph is **in addition to** the compensation that Seller has agreed to pay in NMAR Form 4660 or its equivalent. If Seller has *not* agreed to pay compensation to the Buyer’s Brokerage through NMAR Form 4660 or its equivalent, then the compensation set forth below is the total compensation Seller is required to pay the Buyer’s Brokerage.

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

Unless indicated in this Paragraph or another executed document between Buyer and Seller or between Seller and Buyer’s Brokerage, Seller is not obligated to pay any compensation to Buyer’s Brokerage. Buyer’s Brokerage may assign any compensation due under this Paragraph to another brokerage. Seller hereby authorizes Title Company to disburse Compensation directly to Buyer’s Brokerage upon Closing and Funding of the Property.

**12. INCORPORATED DOCUMENTS/ADDENDA.** All exhibits and addenda to this Agreement are incorporated into this Agreement as operative provisions unless otherwise stated in a counteroffer or subsequent addendum. If there is any conflict between the provisions of this Agreement and any addendum that is referenced/incorporated into this Agreement, then the provisions of the Addendum shall control. The remaining, unchanged provisions of this Agreement shall remain in effect.

<input type="checkbox"/> Add. No. ___ (Form 5101 or 2300)	<input type="checkbox"/> Add. No. ___ Manufactured and Modular Housing (Form 2321)
<input type="checkbox"/> Add. No. ___ Appraisal Contingency Waiver (Form 2114)	<input type="checkbox"/> Add. No. ___ Mortgage/Deed of Trust (Form 2507)
<input type="checkbox"/> Add. No. ___ Back Up Purchase Agreement (Form 1530)	<input type="checkbox"/> Exhibit ___ Occupancy Agreement – Buyer/Seller (Form 2201/2202)
<input type="checkbox"/> Add. No. ___ Buyer’s Closing/Funding Sale (Form 2503A)	<input type="checkbox"/> Add. No. ___ Price Modification/Seller Credits (Form 2101)
<input type="checkbox"/> Add. No. ___ Buyer’s Sale Contingency (Form 2503)	<input type="checkbox"/> Add. No. ___ Real Estate Contract (Form 2402)
<input type="checkbox"/> Add. No. ___ Escalation Clause Add. (Form 2111)	<input type="checkbox"/> Add. No. ___ Residential Resale Condo (Form 2302)
<input type="checkbox"/> Add. No. ___ Inspection/Observation Waiver (Form 5140)	<input type="checkbox"/> Add. No. ___ Septic System (Form 5120A)
<input type="checkbox"/> Add. No. ___ Lead-Based Paint (Form 5112)	<input type="checkbox"/> Exhibit ___ Estimated Property Tax Levy - County Assessor/Treasurer’s Disclosure (or Form 3225)
<input type="checkbox"/> Add. No. ___ Tenant Occupied Property (form 2106)	<input type="checkbox"/> Other: _____
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Exhibit _____



**NEW MEXICO ASSOCIATION OF REALTORS® — 2026  
PURCHASE AGREEMENT – RESIDENTIAL RESALE**



**13. COSTS TO BE PAID:** The parties agree to pay the following costs immediately when due. These costs shall be borne by the indicated party even if the transaction fails to close; however, if the failure to close is due to a default, the non-defaulting party may recover any costs they have paid as damages. The payment obligations outlined in this Paragraph pertain strictly to the costs specified and do not create any inspection or performance obligations beyond payment of the specific cost, unless expressly stated otherwise herein. Additional costs may be incurred beyond those listed below, which costs may be required by the lender, mandated by law, or arise from other circumstances.

LOAN RELATED COSTS AND FEES	BUYER	SELLER	SHARED EQUALLY	N/A	TITLE COMPANY CLOSING COSTS	BUYER	SELLER	SHARED EQUALLY	N/A
Appraisal Fee					Closing Fee				
Appraisal Re-inspection Fee					Pro-Rata Data Search				
Credit Report					Legal Document Preparation				
Flood Zone Certification					Special Assessment Search				
Loan Assumption /Transfer					Buyer Recording Fees				
Origination Charge up to: <input type="checkbox"/> \$ <input type="checkbox"/> %					Seller Recording Fees				
Points – Buydown					Prior Title Policy Retrieval Fee				
Points – Discount					Buyer Document Processing Fee				
Tax Service Fee					Seller Document Processing Fee				
<b>BUYER'S PREPAIDS/ESCROWS REQUIRED BY LENDER</b>					Independent Consideration Processing Fees (not including seller disbursement fees)				
Flood Insurance					<b>TITLE COMPANY POLICY PREMIUMS</b>				
Hazard Insurance					Title Commitment				
Interest					Standard Owner's Policy				
PMI or MIP					Title Policy Cancellation Fee				
Taxes					Mortgagee's Policy				
<b>MISC.</b>					Mortgagee's Policy Endorsements				
Appraisal for Cash or Seller Financing					<b>MISC.</b>				
Disclosure/Resale Certificate Fee (HOA/COA)					Home Warranty Plan				
Elevation Certificate					Impact Fees				
Excise Tax (Santa Fe)					Survey/ILR				
HOA/COA Transfer Fees					Other:				
HOA Rush Fee					Other:				
Other:					<b>SEE PARA. 11 FOR BUYER'S BROKERAGE COMPENSATION</b>				

- Do not use this section for seller concessions/credits; use NMAR Form 2101 – Price Modification/ Seller Credits Addendum. If not in an addendum, seller concessions/credits will not be credited to Buyer, even if they are included in this grid or in the MLS listing.
- Any fees charged by the Title Company to revise the title commitment, shall be borne by the party who necessitated the revision. In the event a third-party necessitates the revision (e.g. surveyor, appraiser, lender etc.), the party responsible for payment of the original third-party charge shall pay the revision charge.



NEW MEXICO ASSOCIATION OF REALTORS® — 2026  
PURCHASE AGREEMENT – RESIDENTIAL RESALE



- 3. Buyer shall pay all direct loan costs, not otherwise specified above.
- 4. Costs of additional lender-required HOA/COA document(s) to be borne by Buyer.
- 5. Costs of additional Title Company-required HOA /COA document(s) to be borne by the party paying for the policy requiring the document; if both policies require the document(s), the cost shall be borne by the party paying for the Owner’s Policy Premium.

14. CONSENT AND NOTICE (If applicable, check all that apply)

- A.  **NO ASSIGNMENT.** UNLESS this box is checked, Buyer may sell, assign or transfer Buyer’s rights and obligations under this Agreement, provided that written notice of the assignment is delivered to Seller within \_\_\_\_\_ days (five [5] if left blank) prior to Settlement/Signing Date (“Assignment Deadline”). Buyer expressly acknowledges and agrees that notwithstanding language to the contrary in any assignment, Buyer shall remain liable under this Purchase Agreement. No assignment shall be valid after the Assignment Deadline.
- B.  **BUYER ACKNOWLEDGMENT OF REMOTE PROPERTY VIEWING.** If checked, Buyer acknowledges that they have not viewed the Property in person and have instead relied on remote methods, including, but not limited to, live video and audio calls with Brokerage or a third party, recorded videos, and/or photographs. NMAR Form 1505 – Remote Viewing and Sight Unseen Hold Harmless Agreement.
- C.  **IRS 1031 TAX-DEFERRED EXCHANGE.** If checked,  Buyer  Seller intends to use this Property to accomplish a 1031 Tax-Deferred Exchange. The parties shall cooperate with one another in signing and completing any documents required. The non-exchanging party shall bear no additional expense. Notwithstanding any other provision of this Agreement, in the event of a 1031 Exchange, this Agreement shall be assignable to a Qualified Intermediary.
- D. **ELECTRONIC SIGNATURES.** The parties consent to conduct any business related to and/or required under this Agreement by electronic means including, but not limited to, the receipt of electronic records and the use of electronic signatures. Subject to applicable law, electronic signatures shall have the same legal validity and effect as original hand- written signatures. Nothing herein prohibits the parties from conducting business by non-electronic means. If a party has consented to receive records electronically and/or to the use of electronic signatures, that party may withdraw consent at any point in the transaction by delivering written notice to the other party.

**SECTION II – DISCLOSURE, DOCUMENTS AND INSPECTION/DUE DILIGENCE**

- 15. **PROPERTY CONDITION AND DISCLAIMER.** The Property is sold in its current condition including, but not limited to, the nature, location, amount, sufficiency or suitability of the following: current or future value; future income to be derived therefrom; current or future production; condition; size; location of utility lines; location of sewer and water lines; availability of utility services or the possibility of extending improvements (paving, sewer, water, utilities, access) to the Property; easements with which the Property is burdened or benefited; lot boundaries, adjacent property zoning; physical and legal access, soil conditions; permits, zoning, or code compliance; lot size or acreage; improvements or square footage of improvements; and water rights. **Brokerage has not investigated and is not responsible for the forgoing aspects of the Property, among which lot size, acreage, and square footage may have been approximated, but are not warranted as accurate.** Buyer shall have had full and fair opportunity to inspect and judge all aspects of the Property with professional assistance of Buyer’s choosing prior to settlement.
- 16. **MAINTENANCE.** Until the Possession Date, Seller shall maintain the Property and all aspects thereof including, but not limited to, the following: heating; air conditioning; electrical; roofs; solar; septic systems; well and well equipment; gutters and downspouts; sprinklers; plumbing systems, including the water heater; pool and spa systems; appliances; and other mechanical apparatuses. **If utilities are on as of the Date of Acceptance, Seller shall maintain utility service through the Possession Date (Para. 44), or as otherwise stated in an Occupancy Agreement.** It is the Buyer’s responsibility to arrange for the transfer of utilities into Buyer’s name on the Possession Date or as otherwise stated in an Occupancy Agreement. Seller shall deliver the Property, including all of the foregoing, and all other aspects thereof to the Buyer, in the same condition as of the Date of Acceptance, reasonable wear and tear excepted. The following items are specifically excluded from these requirements:
- 17. **SELLER’S DUTY TO DISCLOSE.**
  - A. **ADVERSE MATERIAL FACTS.** Seller shall disclose to Buyer any Adverse Material Facts known to Seller about the Property. However, Seller does **NOT** have an obligation to inspect the Property for the Buyer’s benefit or to repair, correct or otherwise cure known Adverse Material Facts that are disclosed to Buyer or unknown Adverse Material Facts that are discovered by Buyer’s inspections. Adverse Material Facts do not include facts exempt from the requirement of disclosure under 47-13-2 NMSA 1978. NMAR Form 1110 – Adverse Material Facts Property



**NEW MEXICO ASSOCIATION OF REALTORS® — 2026  
PURCHASE AGREEMENT – RESIDENTIAL RESALE**



Disclosure Statement (Adverse Material Facts). Any newly discovered adverse material facts shall be disclosed in accordance with **Para. 34**.

**B. MISCELLANEOUS DISCLOSURES/PRORATIONS.**

- i. Seller shall disclose all applicable Property specific fees, lease agreements, private memberships and/or association fees or dues and taxes, all of which are to be prorated by the Title Company through Settlement/Signing Date.
- ii. **The propane in the propane tank  shall  shall not be prorated. If prorated, Seller shall receive a credit at Closing for the value of the unused propane provided that Seller provides evidence to the Title Company of the unused propane in the tank no less than five (5) days prior to the Settlement/Signing Date.**
- iii. **Not Prorated:** Equipment rental or contract service agreements (e.g. alarm system, satellite system, propane tank lease, private refuse collection, road maintenance, etc.), shall be terminated by the Seller prior to the Funding Date and paid in full unless Buyer wishes to continue said service agreements, in which case, Buyer and Seller shall arrange for continued service outside of Closing; the Title or Escrow Company shall not be responsible for proration thereof.

**18. INSURANCE CONTINGENCY/APPLICATION.**

**A. CONTINGENCY.** Provided the Contingency Deadline as set forth herein is met, this Agreement is conditioned on the following:

- i. Buyer’s ability to obtain a homeowner’s or property insurance quote on the Property at normal and customary premium rates; AND,
- ii. Seller’s claim history having no impact on the Buyer’s insurance in the future.

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

**B. CONTINGENCY DEADLINE.** The Insurance Contingency set forth herein shall be deemed satisfied, unless within \_\_\_\_\_ days (**fifteen [15] if left blank**) after Date of Acceptance of this Agreement, Buyer delivers written notice to Seller that one or more of the above insurance contingencies cannot be satisfied along with documentation from the insurance provider stating the same (“Contingency Deadline”). In the event Buyer delivers such notice and documentation to Seller by the Contingency Deadline, the Purchase Agreement shall terminate and any Earnest Money delivered shall be refunded to Buyer.

**19. INSPECTION/DUE DILIGENCE PERIOD.** Buyer shall have from the Date of Acceptance through the Inspection/Due Diligence Objection Deadline in Para. 33 (“Inspection/Due Diligence Period”) to inspect and review the Property and to object to any issues identified through Buyer’s due diligence. Buyer is advised to exercise all their rights under and in accordance with this Agreement to investigate the Property. Unless otherwise waived, Buyer(s) may complete any and all inspections of the Property that they deem necessary. These inspections may include, but are not limited to, the following: home, electrical, heating/air conditioning, plumbing, roof, structural, lead-based paint (including risk assessment, paint inspection or both), well equipment (pumps, pressure tanks, lines), well potability tests, well water yield tests, pool/spa/hot tub equipment, wood-destroying insects, dry rot, radon, mold, square foot measurement, sewer line inspections, septic inspections, ductwork, phase one environmental and soil tests. In addition, during the Inspection/Due Diligence Period, Buyer may perform such other inspections and review such other information as is desired by Buyer, including, but not limited to, a thorough investigation of the neighborhood and surrounding areas. This investigation may include, but is not limited to, the existence of registered sex offenders or other persons convicted of crimes that may reside in the area; the presence of any structures, businesses, or activities in the area that, in Buyer’s opinion, affect the value and/or desirability of the Property. Buyer agrees to not unreasonably disturb Seller’s tenants, if applicable, at the Property and to conduct all inspections and tests at times mutually acceptable to Buyer and Seller. Notwithstanding the foregoing, Buyer shall not conduct or allow any invasive testing or inspections that cause damage to the Property without the Seller’s prior written consent, which consent may be withheld in Seller’s sole and unfettered discretion. **The parties are encouraged to employ competent and, where appropriate, licensed professionals to perform all agreed upon inspections of the Property. Unless otherwise provided for in this Agreement, Buyer shall have the right to select all inspectors and order all inspections EVEN IF Seller has agreed to pay for the inspection(s).** NMAR Form 2316 – Information Sheet - Home Inspector Licensing.

**A. BUYER’S DUTIES AND RIGHTS. BUYER’S DILIGENCE, ATTENTION AND OBSERVATION.** Buyer has the following affirmative duties, which may be exercised through the Inspection/Due Diligence Objection Deadline set forth herein:

- i. To conduct all due diligence necessary to confirm all material facts relevant to Buyer’s purchase;
- ii. To assure themselves that the Property is exactly what Buyer is intending to purchase;
- iii. To become aware of the physical condition of the Property through their own investigation and observation;



**NEW MEXICO ASSOCIATION OF REALTORS® — 2026  
PURCHASE AGREEMENT – RESIDENTIAL RESALE**



- iv. To investigate the legal, practical and technical implications of all disclosed, known or discovered facts regarding the Property;
- v. To thoroughly review all written reports provided by professionals and discuss the results of such reports and inspections with the professionals who created the report and/or conducted the inspection; and
- vi. Buyer shall conduct any due diligence necessary to verify the nature and extent of the Other Rights and to review all documents related to the Other Rights.

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

- 20. WAIVER OF INSPECTIONS.** If Buyer intends to waive all or any inspections, Attach NMAR Form 5140 – Inspection and Observation Waiver Addendum. This Waiver of Inspections does not waive Buyer’s right to object to any document delivered as provided in Para. 32. **Notwithstanding Para. 33, if Buyer waives the Inspection Contingency, either by addendum or by failing to object or terminate by the Objection Deadline, then Buyer is NOT entitled to conduct inspections of the Property and Seller is NOT required to allow Buyer entry to the Property for purposes of conducting inspections, making observations or for any reason covered by this Paragraph. This waiver does not impact Buyer’s rights under the Appraisal Contingency or the Walk-Through provisions of this Agreement.**
- 21. BUYER’S ENTRY.** Seller shall provide reasonable access to Buyer, Buyer’s invitees accompanied by Buyer, and Buyer’s inspectors through the Resolution Deadline. Buyer shall be responsible for all costs, expenses, liabilities and damages incurred by Seller as a result of Buyer’s entry onto the Property. Buyer shall return the Property to the condition it was in prior to any entry, test and/or inspection by Buyer. All inspections and tests conducted by Buyer regarding the Property shall be promptly paid for by Buyer. Buyer shall be liable to Seller for any damages that occur to the Property as a result of any inspection conducted by Buyer, their agents, invitees, inspectors, contractors and/or employees (collectively “Buyer’s Agents”). Buyer indemnifies and agrees to defend Seller from any and all claims, liabilities, liens, losses, expenses (including reasonable attorneys’ fees and costs), and/or damages that occur to the Property arising out of or related to any such entry, inspections and/or tests conducted by Buyer’s Agents. **Buyer and Buyer’s agents are not permitted on the property without prior notification to and approval by Seller or Seller’s Brokerage.**
- 22. AVAILABILITY OF UTILITIES FOR INSPECTIONS.**  Buyer  Seller shall be responsible for paying any charges required by the utility companies to have utilities turned on for inspection purposes. Notwithstanding the foregoing, Buyer shall not be obligated to pay unpaid utility bills, and unless otherwise agreed to in writing, neither party shall be obligated to alter the Property so as to conform with city or county building codes. If utilities are on as of the Date of Acceptance, Seller shall maintain utilities through Possession Date or Date otherwise stated in an Occupancy Agreement.
- 23. LEAD-BASED PAINT (“LBP”).** If any part of this Property is a RESIDENCE built before 1978, Seller may not accept an offer from Buyer until specific disclosures regarding LBP have been made to Buyer. Additionally, both Residential AND certain commercial buildings built prior to 1978 are subject to the Lead-Based Paint Renovation Repair and Painting Program (“RRPP”) (NMAR Form 2315 – Information Sheet – LBP RRPP). If this Paragraph applies, attach NMAR Form 5112 – LBP Addendum to Purchase Agreement.
- 24. 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.
- 25. PUBLIC IMPROVEMENT DISTRICT (“PID”).** If the Property is subject to a PID, **Seller may NOT accept an offer from Buyer until specific PID disclosures have been made to Buyer.** NMAR Form 4500 – Information Sheet - Public Improvement District.
- 26. PROPERTY TAX DISCLOSURE.** NMAR Form 3275 – Information Sheet - Estimated Property Tax Levy Disclosure.  
 Buyer(s) hereby acknowledges receipt of the Estimated Property Tax Levy; **OR**  
 Buyer(s) hereby acknowledges that the Estimated Property Tax Levy on the Property is not readily available and does hereby waive the right to receive the Estimated Property Tax Levy.
- 27. SEPTIC SYSTEM.** If the Property is subject to a septic system, the transfer of the Property is subject to regulations of the New Mexico Environment Department governing on-site liquid waste systems, which includes the requirement that Seller have an inspection conducted by a licensed septic system evaluator prior to transfer. NMAR Form 2308 – Information



**NEW MEXICO ASSOCIATION OF REALTORS® — 2026  
PURCHASE AGREEMENT – RESIDENTIAL RESALE**



Sheet – Septic Systems Important General Information and Disclaimer. If this Paragraph applies, attach NMAR Form 5120A – Septic System Contingency Addendum.

- 28. WELLS.** Transfer of Property with a well is subject to the regulations of the New Mexico Office of the State Engineer, which includes the requirement that the State Engineer’s Office be notified when a well changes ownership, including all private and shared domestic wells and irrigations wells. NMAR Form 2307 – Information Sheet - Water Rights and Domestic Wells.
- 29. TENANT(S) OCCUPYING PROPERTY AFTER CLOSING.** If Buyer is aware that a tenant will occupy the Property after closing, Buyer shall attach NMAR Form 2106 – Tenant Occupied Property Addendum. **By accepting this offer without NMAR Form 2106 attached, Seller is warranting that no tenant shall occupy the Property after Closing.**
- 30. SOLAR PANELS.** If the Property has a solar panel system, the solar panel system shall convey with the Property free and clear of any liens or loans, unless the box below is checked.  
 **check box if there is a Solar Panel system that is subject to a lease, loan or Power Purchase Agreement (“PPA”) that neither party will satisfy on or before Closing and attach NMAR Form 5125 - Solar Panel System Lease/Loan or Power Purchase Agreement Assumption Contingency Addendum. NMAR Form 5130 - Information Sheet - Solar Panel System.**
- 31. HOMEOWNERS’ ASSOCIATION (“HOA”) AND/OR CONDOMINIUM OWNERS ASSOCIATION (“COA”).** Seller shall provide Buyer with specific documents pertaining to the Property and HOA and/or COA, as applicable (collectively, “HOA/COA Documents”). NMAR Form 4600 – Information Sheet - HOA, NMAR Form 4650 – Seller’s Disclosure of HOA Documents; and NMAR Form 4700 - HOA Document and Disclosure Certificate Request. NMAR Form 2356 – Information Sheet – COA Resale; NMAR Form 2302 – Addendum to Purchase Agreement Residential Resale Condominiums; NMAR 2302A – Resale Certificate from COA. **HOA/COA is allowed ten (10) business days to provide documents from order date. Any request to expedite HOA/COA documents may result in additional fees.**

If the below box is NOT checked, Seller’s delivery deadline for HOA/COA Documents shall be governed by Para. 32 and Buyer’s deadline to object to HOA/COA documents shall be governed by Para. 33.

Check ONLY if applicable.

**Title Company will provide Buyer with HOA/COA Documents. Check this box ONLY if it is confirmed that the Title Company will order and provide Buyer with the HOA/COA Documents. If checked, Buyer’s deadline to object to HOA/COA Documents shall be governed by Para. 37. IMPORTANT NOTE TO SELLER: New Mexico law requires Seller (not Title Company) to provide HOA/COA Documents to Buyer, so it is Seller’s obligation to confirm Title Company has provided Buyer with all required HOA/COA Documents.**

- 32. EXISTING DOCUMENT DELIVERY DEADLINE:** \_\_\_\_\_ (can be a date or number of days)  
 Seller shall provide to Buyer, no later than the Document Delivery Deadline, true, correct and complete copies, to the extent that they are in Seller’s control or possession, the following documents selected below. Documents typically provided by the Title Company will be delivered to Buyer in accordance with **Para. 37.**

- |  |   |
|--|---|
| <input type="checkbox"/> Accompanying Documents to 2106 -Tenant Occupancy Agmt.  | <input type="checkbox"/> Service and other contracts (Para. 17(B))  |
| <input type="checkbox"/> Adverse Material Facts Disclosure Statement             | <input type="checkbox"/> Solar Panel System Documents   |
| <input type="checkbox"/> Homeowners and/or Condo Owners Association Documents    | <input type="checkbox"/> Warranties   |
| <input type="checkbox"/> Inspection Reports (documents and video, as applicable) | <input type="checkbox"/> Water Rights Documents,  |
| <input type="checkbox"/> Other Permits   | <input type="checkbox"/> Well Documents (including permits, log, well share agreement, as applicable, etc.) |
| <input type="checkbox"/> Road Documents  | <input type="checkbox"/> Other: _____   |
| <input type="checkbox"/> Septic System Permit                                    | <input type="checkbox"/> Other: _____   |
| <input type="checkbox"/> Other: _____  |   |

**33. INSPECTION/DOCUMENTS/DUE DILIGENCE OBJECTION AND RESOLUTION**

- A. INSPECTION/DUE DILIGENCE OBJECTION DEADLINE:** \_\_\_\_\_ (can be a date or number of days)  
 If Buyer objects to any matter revealed by Buyer’s inspections/due diligence or Buyer’s review of any document, then prior to the end of the Inspection/Due Diligence Objection Deadline, Buyer may submit to Seller, in writing, any objections and Buyer’s requested cure of those objections, or Buyer may terminate this Agreement. NMAR Form 5141 – Notice of Objection or NMAR Form 5105 – Termination Agreement (Waiver of Specific Performance). **Failure of Buyer to object or terminate this Agreement by the Inspection/Due Diligence Deadline shall be deemed a waiver of Buyer’s right to object or terminate this Agreement based on any aspect of the Property governed by this**

Paragraph and Buyer shall be deemed to have approved of all aspects of the Property governed by this Paragraph.

Note: per New Mexico law, and notwithstanding any other provision of this Agreement, Buyer MUST have no less than seven (7) days to terminate this Agreement based on the HOA/COA Documents.

Notwithstanding, the Inspection/Due Diligence Objection Deadline, if the Title Policy indicates a reservation of Other Rights, Buyer shall have through the Title Review Deadline in Para. 37 to object to said reservation of Other Rights.

 **ATTENTION BUYER AND BUYER'S BROKER – EARNEST MONEY AT RISK** 

Under this Inspection/Documents/Due Diligence Contingency, if Buyer timely elects to terminate this Agreement or timely elects to make objections and the parties cannot come to Resolution on Buyer's objections, then any Earnest Money delivered shall be refunded to Buyer. However, notwithstanding Buyer's right to a refund of Earnest Money under this or any other contingency of this Agreement, if Buyer or Buyer's Broker sends the entire inspection report to Seller or Listing Broker without a written request from Seller ("Buyer's Inspection Default"), and this Agreement terminates for any reason excepting Seller's breach of this Agreement, Buyer shall forfeit any Earnest Money delivered. If Buyer is otherwise entitled to terminate this Agreement, Buyer's forfeiture of the Earnest Money shall be the extent of damages to which Seller shall be entitled for Buyer's Inspection Default and Buyer shall not be liable for any additional damages for Buyer's Inspection Default. NMAR Form 5145 – Seller's Request for All/Sections of the Inspection Report.

**i. OBJECTIONS.** NMAR Form 5141 – Notice of Objection.

- a. If Buyer **OBJECTS** to an item on a document or video, Buyer shall produce with his objection(s) a copy of the **ENTIRE** document, or video on which Buyer's objection(s) is based.
- b. **Making Objections to Inspections:** If Buyer **OBJECTS** to an item on an inspection report, Buyer shall produce with his objection(s) **ONLY the SPECIFIC ITEM(S)** of the report on which Buyer's objection(s) is based and **AGREES NOT TO SEND** Seller any other portion or the entire inspection report, unless requested by Seller in writing.
- c. If Buyer is making a request only for a monetary concession (price modification or seller concession), Buyer shall not list the items/deficiencies for which Buyer is requesting the monetary concession or include a copy of the report or any portion thereof unless requested by Seller in writing.
- d. Once Buyer makes objections, Buyer may **NOT withdraw their objections for the purpose of terminating this Agreement until Seller has responded.** Once Seller responds, Buyer may terminate the Agreement **UNLESS** Seller has agreed to cure all the Buyer's objections in the manner requested by Buyer. If in Seller's response, Seller agrees to cure all of the Buyer's objections in the manner requested by Buyer, the parties are obligated to execute a Resolution Addendum reflecting that agreement. Notwithstanding the foregoing, at any point prior to the Resolution Deadline, Buyer may withdraw their unresolved objections for the purpose of proceeding to Closing with the understanding that Seller will not be responsible for repairing or otherwise remedying those objections for which Resolution has not been reached. NMAR Form 5144 – Notice of Buyer's Withdrawal of Unresolved Objections.

**ii. RESPONSE/NEGOTIATION.**

- a. **Seller's Response.** If Buyer elects to make objections, then in response to Buyer's objections, Seller shall do one of the following: agree to cure Buyer's objections as requested; provide an alternative cure for Buyer's objections; or refuse to cure Buyer's objections. Seller may not terminate this Agreement based on the fact that Buyer made objections. **If in Seller's initial response, Seller does not agree to cure ALL of Buyer's objections in the manner requested by Buyer, then Buyer may elect to terminate this Agreement.** NMAR Form 5142 - Response to Notice of Objection.
- b. **Buyer's Response.** If Buyer does not agree with Seller's Response, Buyer may create their own Response outlining Buyer's desired cure.

**B. RESOLUTION DEADLINE:** \_\_\_\_\_ (can be a date or number of days)

- i. If Buyer makes objections, Buyer and Seller shall have through the Resolution Deadline to negotiate a resolution to Buyer's objections and to execute a Resolution Addendum, which Resolution Addendum shall set forth the parties' agreement – NMAR Form 5143 - Resolution Addendum. **If Buyer is obtaining a loan, Buyer is advised to discuss terms of the Resolution Addendum with his lender BEFORE executing the Resolution**



**NEW MEXICO ASSOCIATION OF REALTORS® — 2026  
PURCHASE AGREEMENT – RESIDENTIAL RESALE**



**Addendum, as changes to the Purchase Agreement as set forth in the Resolution Addendum may impact Buyer’s loan.**

- ii. In the event Seller agrees to complete any repairs prior to Closing, Seller shall complete the repairs no later than \_\_\_\_\_ days prior to Settlement/Signing Date (“Repair Completion Deadline”). **If state or federal law requires that the type of repair/replacement be performed by a licensed professional/contractor then Seller shall hire an appropriately licensed individual to make the repair/replacement and copies of all repair invoices, which shall include vendor contact information and license number, shall be provided to Buyer on or before the Pre-Closing Walk-Through Date.**
- iii. If the parties are unable to reach a Resolution by the Resolution Deadline, then Buyer shall have **two (2) days** after the Resolution Deadline to provide written notification to Seller that Buyer is withdrawing all objections on which the parties have not come to Resolution (NMAR Form 5144 – Notice of Buyer’s Withdrawal of Unresolved Objections) and the Agreement shall remain in effect and continue to Closing, subject to the other provisions of this Agreement.
- iv. If Buyer does NOT withdraw unresolved objections within **two (2) days** after the Resolution Deadline, then **THIS AGREEMENT SHALL TERMINATE**, and any Earnest Money delivered shall be refunded to Buyer.
- v. **Notwithstanding the Resolution Deadline, the last party to receive a response prior to the Resolution Deadline (“Receiving Party”) shall have two (2) days from delivery of the response to accept or reject the response, meaning that the Resolution Deadline shall automatically extend if necessary to provide the Receiving Party two (2) days to accept or reject the response. Failure by the Receiving Party to execute and deliver a Resolution Addendum accepting the terms of the last presented response by the Resolution Deadline (as extended by this Paragraph) shall be deemed a rejection of the terms of the last presented response.**

**C. TERMINATION. NMAR Form 5105 – Termination Agreement (Waiver of Specific Performance). If Buyer elects to TERMINATE this Agreement without requesting Seller to cure any objections, Buyer AGREES THAT THEY WILL NOT SEND a copy of the document, survey and/or inspection report on which Buyer’s Termination Agreement is based unless requested by Seller in writing. Provided Buyer has received an inspection report, then upon Seller’s written request for a copy of the document, survey and/or inspection report, Buyer shall provide said document, survey or report within three (3) days from Seller’s written request. Buyer shall provide said inspection report to Seller without payment or other compensation. If this Agreement terminates due to inspections, Seller shall have five (5) days after full execution and delivery of the termination agreement to request a copy of the inspection report. Notwithstanding the foregoing, Buyer is only obligated to provide the inspection report upon written request of the Seller if the termination is based on inspections.**

**34. NEWLY DISCOVERED ADVERSE MATERIAL FACTS.** Seller shall have an ongoing obligation up until, and including, the Settlement/Signing Date to disclose any newly discovered Adverse Material Facts. In the event that Seller discloses newly discovered Adverse Material Facts after Seller’s initial Property Disclosure Statement is delivered, Buyer’s Objection Deadline for the newly disclosed Adverse Material Facts shall be **three (3) days** from Buyer’s receipt of the disclosure(s) and the Resolution Deadline shall be **six (6) days** from Buyer’s receipt of the disclosure(s). Failure of Buyer to timely make objections to the newly disclosed Adverse Material Facts shall constitute a waiver of Buyer’s right to object or terminate based on that newly disclosed Adverse Material Fact.

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

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

**SECTION III – TITLE COMPANY AND CLOSING**

**36. TITLE COMPANY (“Title Company”):** \_\_\_\_\_  
Title Officer Name: \_\_\_\_\_

**37. EXAMINATION OF TITLE, LIENS, ASSESSMENTS AND HOA/COA DOCUMENTS, IF APPLICABLE.**

**A. ORDER DATE.**  Seller  Buyer shall order a Title Commitment from the Title Company within **one (1) day after** Buyer delivers Independent Consideration to either the Title Company or Seller, as applicable (see **Para. 7** for delivery



NEW MEXICO ASSOCIATION OF REALTORS® — 2026  
PURCHASE AGREEMENT – RESIDENTIAL RESALE



requirements). **If Independent Consideration is being delivered to Seller per Para. 7.A, Seller shall notify Title Company when Seller receives the Independent Consideration. NMAR Form 2104B — Receipt for Independent Consideration. If Independent Consideration is being delivered to Title Company per Para. 7.A, Title Company shall first credit Buyer funds to Independent Consideration, with remainder to Earnest Money.**

- B. LIENS/JUDGMENTS.** Seller shall satisfy any judgments and liens including, but not limited to, all mechanics' and materialmen's liens of record on or before the Funding Date, and shall indemnify and hold Buyer harmless from any liens filed of record after the Settlement/Signing Date which arise out of any claim related to the providing of materials or services to improve the Property as authorized by Seller or Seller's agents, unless otherwise agreed to in writing.
- C. BUYER'S OBJECTIONS TO TITLE COMMITMENT AND RESOLUTION.**

- i. Title Review Deadline.** Buyer shall have \_\_\_\_\_ days (**seven [7] days if left blank**) after receipt of the Title Commitment and all documents referred to therein to review and object to:
- a. Title Exceptions** indicated in the title commitment, including the Standard Exceptions ("Exceptions"); and
  - b. Bonds, Impact Fees and Assessments**, other than a PID, indicated in the title commitment, (collectively, "Assessments").
- ii. Seller Title Notification Deadline.** If Buyer objects to the Exceptions or Assessments, and Seller is unwilling or unable to resolve the objection before the Settlement/Signing Date, Seller shall provide written notice to Buyer within \_\_\_\_\_ days (**five [5] days if left blank**) after receipt of Buyer's objections.
- iii. Buyer Title Notification Deadline.** If Seller is unwilling or unable to resolve the objection(s) before the Settlement/Signing Date, Buyer shall have the following options:
- (a) Title Exceptions.** Buyer may choose to close subject to Exceptions, remove the Exceptions at Buyer's expense or terminate this Agreement.
  - (b) Assessments.** Buyer may choose to close subject to Assessments or to terminate this Agreement. If Buyer chooses to close, the current installment of Assessments shall be prorated through Settlement/Signing Date and Buyer shall assume future installments.

Buyer must exercise these options within \_\_\_\_\_ days (**five [5] days if left blank**) from Seller's written notification to Buyer. Buyer's failure to notify Seller of Buyer's election on or before Buyer's Title Notification Deadline shall serve as Buyer's election to close on the Property subject to the matters revealed by the Title Commitment. If Buyer timely terminates as provided herein, any Earnest Money delivered by Buyer shall be refunded to Buyer.

- D. BUYER'S OBJECTIONS TO HOA/COA DOCUMENTS, IF HOA/COA DOCUMENTS HAVE BEEN ORDERED AND DELIVERED TO BUYER BY TITLE COMPANY.** Buyer shall have \_\_\_\_\_ days (**seven [7] days if left blank**) after receipt of the HOA/COA Documents to review and object to HOA/COA Documents ("HOA/COA Objection Deadline"). **Note: per New Mexico law, and notwithstanding any other provision of this Agreement, Buyer MUST have at least seven (7) days to terminate this Agreement based on the HOA/COA Documents.** The HOA/COA Documents shall be deemed approved unless Buyer delivers written objections to the Seller by the HOA/COA Objection Deadline. If Buyer timely makes objections to the HOA/COA Documents and Seller is unwilling or unable to resolve Buyer's objections prior to the Settlement/Signing Date, Buyer may proceed with the purchase of the Property subject to the HOA/COA issues disclosed or Buyer may terminate this Agreement. If Buyer timely terminates as provided herein, any Earnest Money delivered by Buyer shall be refunded to Buyer.

- 31. CONVEYANCE DOCUMENTS.** Seller shall convey the Property by  General Warranty Deed or  Special Warranty Deed subject only to any matters identified in the title commitment and not objected to by Buyer as provided herein. The legal description contained in the deed shall be the same legal description contained in the title commitment and any survey required in this Agreement. Notwithstanding this Paragraph, Seller reserves the right to convey Other Rights by Quit Claim Deed. **For more information on the deeds referenced, see Para. 64.G and consult with the Title Company and/or a real estate attorney.**

- 38. SURVEY/ILR. Buyer has the right to have performed the survey or ILR selected below or to accept an existing one.**
- A. Existing Survey/ILR.** If Seller has an existing survey/ILR, Seller shall provide the existing survey/ILR to Buyer and Title Company within **three (3) days** of delivery of the Independent Consideration. If after review of the existing survey/ILR, Buyer wants a new survey/ILR, Buyer shall have **five (5) days** from receipt of the existing survey/ILR survey ("New Survey/ILR Request Deadline") to notify Seller that Buyer requires a new survey ("Notification"). The new survey/ILR will be ordered in accordance with **Para. 39.B** below. Buyer's failure to deliver Notification to Seller on or before the New Survey/ILR Request Deadline, shall be deemed Buyer's approval of the existing survey/ILR and a waiver of the right to receive a new survey/ILR. If Buyer approves of the existing survey/ILR, Seller shall execute an Owner's Affidavit of Survey Matters and any other document required by the Title Company for acceptance of an existing survey/ILR. **If the Title Company requires a new survey/ILR in order to issue the title policy, then notwithstanding this Paragraph, a new survey or ILR, as determined by Title Company, shall be ordered.**



**NEW MEXICO ASSOCIATION OF REALTORS® — 2026  
PURCHASE AGREEMENT – RESIDENTIAL RESALE**



**B. New Survey/ILR.** If Seller does not have an existing survey/ILR, Buyer timely delivers Notification to Seller, or the Title Company requires a new survey/ILR, the new survey or ILR as indicated below shall be ordered by the party paying for the new survey/ILR as soon as practicable and, in any event, within        days (**five [5] days if left blank**) from receipt of the Title Commitment or the Notification, whichever is later. If an ALTA survey is designated, the survey shall be prepared consistent with the American Land Title Association/American College on Survey & Mapping standards for urban surveys, including the optional items selected by the party obtaining the survey. If a boundary or other survey is to be obtained, such survey shall be prepared consistent with the Minimum Standards for Surveying in New Mexico. All surveys shall be certified to Seller, Buyer, Title Company and Buyer’s lender, if any. NMAR Form 4000 – Information Sheet – Survey & ILR.

**Check Survey type and optional items.**

- |  |  |
|--|--|
| <input type="checkbox"/> ALTA            | <input type="checkbox"/> Flagged Corners, if located |
| <input type="checkbox"/> Staked Boundary | <input type="checkbox"/> Flood Zone Designation      |
| <input type="checkbox"/> ILR             | <input type="checkbox"/> Existing Survey/ILR         |
| <input type="checkbox"/> Other: _____    | <input type="checkbox"/> Other: _____                |

- i. New Survey/ILR Delivery Date.** If Seller is ordering the survey/ILR, then the survey/ILR shall be delivered to Buyer no later than        days (**fifteen [15] if left blank**) prior to the Settlement/Signing Date.
- ii. New Survey/ILR Objection Deadline:** In response to the new survey/ILR, Buyer may make objections or terminate this Agreement. Buyer’s failure to deliver objections or termination prior to the New Survey/ILR Objection Deadline, shall be deemed Buyer’s approval of the new survey/ILR.
  - a.** If Seller delivers the new survey/ILR to Buyer, Buyer shall deliver objections to the new survey/ILR or notice of termination to Seller no later than        days (**five [5] if left blank**) from Buyer’s receipt of the survey/ILR.
  - b.** If Buyer is ordering the new survey/ILR, Buyer shall deliver objections to the new survey/ILR or notice of termination to Seller no later than        days (**ten [10] if left blank**) prior to the Settlement/Signing Date.
- iii. New Survey/ILR Resolution Deadline:** The parties shall have        days (**five [5] if left blank**) from Buyer’s delivery of objections to the new survey/ILR to reach Resolution to Buyer’s objections.
  - a.** If the parties are unable to reach a Resolution by the New Survey/ILR Resolution Deadline, then Buyer shall have **two (2) days** after the New Survey/ILR Resolution Deadline to provide written notification to Seller that Buyer is withdrawing all objections on which the parties have not come to Resolution (NMAR Form 5144 – Notice of Buyer’s Withdrawal of Unresolved Objections) and the Agreement shall remain in effect and continue to Closing, subject to the other provisions of this Agreement.
  - b.** If Buyer does NOT withdraw unresolved objections within **two (2) days** after the New Survey/ILR Resolution Deadline, then **THIS AGREEMENT SHALL TERMINATE**, and any Earnest Money delivered shall be refunded to Buyer.
  - c. Notwithstanding the New Survey/ILR Resolution Deadline, the last party to receive a response prior to the New Survey/ILR Resolution Deadline (“Receiving Party”) shall have two (2) days from delivery of the response to accept or reject the response, meaning that the New Survey/ILR Resolution Deadline shall automatically extend if necessary to provide the Receiving Party two (2) days to accept or reject the response. Failure by the Receiving Party to execute and deliver a Resolution Addendum accepting the terms of the last presented response by the New Survey/ILR Resolution Deadline (as extend by this Paragraph) shall be deemed a rejection of the terms of the last presented response.**

**40. FIRPTA AND FIRPTA EXCEPTION.** The Foreign Investment in Real Property Tax Act of 1980 (“FIRPTA”) requires buyers who purchase real property from foreign sellers to withhold a portion of the amount realized from the sale of the real property for remittance to the Internal Revenue Service (“IRS”) **and makes a buyer potentially liable for a foreign seller’s tax obligation if a buyer fails to do so.** For more information, refer to NMAR Form 2304 – Information Sheet – Foreign Investment in Real Property Tax Act and Taxation of Foreign Persons Receiving Rental Income from U.S. Property.

If Seller is NOT a foreign person, within        days (**five [5] if left blank**) (“FIRPTA Reporting Period”) prior to Settlement/Signing Date, Seller(s) shall provide to Buyer or to a qualified substitute (generally, the Title Company) either a Non-Foreign Seller Affidavit(s) (NMAR Form 2303 – FIRPTA – Affidavit – Non-Foreign Seller) OR a letter from the IRS indicating Seller(s) is exempt from withholding.

Seller’s failure to remit a Non-Foreign Seller Affidavit to Buyer or to a qualified substitute prior to the end of the FIRPTA Reporting Period shall not be a default or deadline default hereunder. However, in the event Seller does not provide a Non-Foreign Seller Affidavit to Buyer or to the Title Company prior to the end of the FIRPTA Reporting Period, Buyer shall have the right to direct the Title Company to withhold the applicable percentage of the amount realized from the sale of the



**NEW MEXICO ASSOCIATION OF REALTORS® — 2026  
PURCHASE AGREEMENT – RESIDENTIAL RESALE**



Property. The Title Company shall remit the amount withheld either directly to the IRS or to the Buyer. The entity and/or person remitting the amount withheld to the IRS shall do so in accordance with IRS requirements. The Brokers/Brokerages in this transaction shall not be liable for either party's failure to comply with FIRPTA requirements. For purposes of Buyer's instructions, Buyer's written attestation that Buyer has not received a Non-Seller Foreign Affidavit from Seller is sufficient for all purposes unless Title Company has conflicting information. NMAR Form 2303B - FIRPTA Withholding - Buyer Instructions.

- 41. SOLE AND SEPARATE.** If Buyer or Seller is married, and a Sole and Separate Agreement is required by the Title Company and/or lender, the applicable party(ies) shall deliver or cause to be delivered a Sole and Separate Agreement to the Title Company identified in herein within \_\_\_\_\_ days (ten [10] if left blank) of Date of Acceptance.
- 42. PRE-CLOSING WALK-THROUGH.** Within \_\_\_\_\_ days (five [5] if left blank) prior to Settlement/Signing Date, Seller shall allow reasonable access to Buyer to conduct a walk-through of the Property for the purpose of satisfying Buyer that any corrections or repairs agreed to by the Seller have been completed, warranted items are in working condition and the Property is in the same condition as on the Date of Acceptance, reasonable wear and tear excepted. NMAR Form 5110 – Walk-Through Statement. Buyer's inspectors, contractors and/or invitees may accompany Buyer to the Walk-Through to confirm the foregoing. If corrections or repairs agreed to by the Seller have not been completed, warranted items are not in working condition and/or the Property is not in the same condition as on the Date of Acceptance, reasonable wear and tear excepted ("Deficiencies"), Buyer shall either proceed to Close subject to the Deficiencies (NMAR Form 5110) or provide Seller notice of default and opportunity to cure ("Notice") in accordance with **Para. 48.** (NMAR Form 5110). If Buyer gives Notice, and the Settlement/Signing Date is within **two (2) days** of the Notice, the Settlement/Signing Date shall be extended by **two (2) days** to give Seller an opportunity to cure the Deficiencies. Notwithstanding the foregoing, if the Property has suffered damage due to fire or other causality, **Para. 53** shall apply.

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

- A. SETTLEMENT/SIGNING DATE:** On or before the Settlement/Signing date as set forth below, the parties shall complete the following:
- i.** Sign and deliver to the responsible closing officer all documents required to complete the transaction and to perform all other Closing obligations of this Agreement; AND
  - ii.** Provide for the delivery of all required funds, exclusive of lender funds, if any, using wired, certified, or other "ready" funds acceptable to the closing officer.
- B. FUNDING DATE (Completion of Closing):** \_\_\_\_\_ On or before the Funding Date the responsible party(ies) shall make all funds available to the Title Company for disbursement in accordance with this Agreement. The **Funding Date Requirements** have been satisfied when:
- i.** The closing officer has all funds available to disburse as required by this Agreement; and
  - ii.** The closing officer has recorded with the county clerk all required documents.

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

If the Buyer is obtaining a loan for the purchase of the Property (**Para. 8(B)(ii)**), it is the **Buyer's responsibility** to ensure that Buyer's lender makes available to the escrow agent wired, certified or other "ready" funds with written instructions to disburse funds on or before the Funding Date. Unless the Buyer has provided a written rejection letter from the lender, the failure of Buyer's lender to make funds available on or before the Funding Date shall be deemed a default of this Agreement by Buyer.

**44. POSSESSION DATE.**

- A.** Seller shall deliver possession of the Property to Buyer on the date as set forth below ("Possession Date"):
- At the time Funding Date Requirements are satisfied; or
  - Other: \_\_\_\_\_.
- B.** Unless otherwise agreed to in writing, upon Possession Date, or the date the Property is surrendered to Buyer per a Seller Occupancy Agreement, if applicable, Seller shall have all his Personal Property and belongings and all garbage removed from the Property. If Seller fails to remove all garbage, any Personal Property not conveying to the Buyer and other personal belongings from the Property by the Possession Date, the Seller shall be liable to the Buyer for all removal costs associated with disposal of the foregoing.



NEW MEXICO ASSOCIATION OF REALTORS® — 2026  
PURCHASE AGREEMENT – RESIDENTIAL RESALE



- C. In the event Seller fails to remove his Personal Property, Buyer shall not be responsible for storage of Seller's Personal Property, may dispose of Seller's Personal Property in any manner Buyer deems appropriate in Buyer's sole and unfettered discretion, and shall not be liable to Seller for the value of Seller's Personal Property.
- D. If Possession Date is other than the time the Funding Date Requirements are satisfied, then Buyer and Seller shall execute a separate written agreement outlining the terms agreed to by the parties. NMAR Form 2201 – Occupancy Agreement - Buyer; NMAR Form 2202 – Occupancy Agreement – Seller; or NMAR Form 6101 – Residential Rental Agreement.

**SECTION IV – TERMINATION, DEFAULT AND IMPORTANT MISCELLANEOUS PROVISIONS**

- 45. **TERMINATION AND DISTRIBUTION OF EARNEST MONEY.** If this Agreement terminates in accordance with the terms of this Agreement or Buyer unilaterally terminates this Agreement subject to Buyer's rights hereunder, then within        days (five [5] if left blank) the parties shall execute NMAR Form 5105 – Termination Agreement (Waiver of Specific Performance), and in the event Earnest Money has been delivered to a Title Company/escrow agent, the parties shall execute NMAR Form 5105B – Earnest Money Consent to Distribution that provides for distribution of the Earnest Money in accordance with the terms of this Agreement.
- 46. **MEDIATION.** If a dispute arises between the parties relating to this Agreement, including a dispute between Seller and Buyer's Brokerage under **Para. 11**, 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.
- 47. **EARNEST MONEY DISPUTE.** 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, **Para. 46** 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.
- 48. **DEFAULT, NOTICE AND OPPORTUNITY TO CURE.** Time is of the essence. Except as otherwise noted herein, any default under this Agreement shall be treated as a material default, regardless of whether the party's action or inaction is specifically classified as a default herein.
  - A. **Deadline Defaults.** In the event a party fails to perform by a specified deadline ("Deadline Default"), the non-defaulting party shall provide written notice to the defaulting party of the nature and extent of the Deadline Default ("Notice"). NMAR Form 2112 – Notification of Deadline, Default and Opportunity to Cure. The defaulting party shall have **two (2) days** from receipt of the Notice to cure the Deadline Default ("Opportunity to Cure"). If after Notice and Opportunity to Cure, the defaulting party fails to cure the Deadline Default, the non-defaulting party may elect to cease further performance under this Agreement. In this event, the non-defaulting party may retain the Earnest Money and pursue any additional remedies allowable by law. In the alternative, the non-defaulting party may elect to waive the Deadline Default, in which case, both parties remain responsible for all obligations and retain all rights and remedies available under this Agreement.
  - B. **Other Defaults.** The requirement to provide Notice and Opportunity to Cure only applies to defaults with specific deadlines for performance. For all other defaults, the non-defaulting party may elect to cease further performance under this Agreement without Notice and Opportunity to Cure and to retain the Earnest Money and pursue any additional remedies allowable by law. In the alternative, the non-defaulting party may elect to waive the default, in which case, both parties remain responsible for all obligations and retain all rights and remedies available under this Agreement.
- 49. **ATTORNEY FEES AND COSTS.** Should any aspect of this Agreement, including any dispute between Seller and Buyer's Brokerage under **Para. 11**, result in arbitration or litigation, the prevailing party of such action shall be entitled to an award of reasonable attorneys' fees and court costs.
- 50. **FAIR HOUSING.** Buyer and Seller understand that the Fair Housing Act and the New Mexico Human Rights Act prohibit discrimination in the sale or financing of housing on the basis of race, age (this covers protection for people with children under age 18 and pregnant women), color, religion, sex, sexual orientation, gender identity, familial status, spousal affiliation, physical or mental handicap, national origin or ancestry.



NEW MEXICO ASSOCIATION OF REALTORS® — 2026  
PURCHASE AGREEMENT – RESIDENTIAL RESALE



51. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which is deemed to be an original, and all of which shall together constitute one and the same instrument.
52. **GOVERNING LAW AND VENUE.** This Agreement, including any dispute between Seller and Buyer's Brokerage under **Para. 11**, is to be construed in accordance with and governed by the internal laws of the State of New Mexico without giving effect to any choice-of-law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of New Mexico to the rights and duties of the parties. Each party hereby irrevocably consents to the jurisdiction and venue of the state and federal courts located in the county in which the Property or any portion of the Property is located in connection with any claim, action, suit, or proceeding relating to this Agreement and agrees that all suits or proceedings relating to this Agreement shall be brought only in such courts.
53. **RISK OF LOSS. Seller shall maintain homeowners' and liability insurance on the Property through Possession Date.** Prior to Funding Date, Seller shall bear the risk of fire or other casualty. In the event of loss, Seller shall provide Buyer written notification of the loss and indicate if insurance coverage is available for the loss within **three (3) days** from loss ("Seller's Notification"). Buyer shall have the following options to be exercised within **three (3) days** of Seller's Notification: Buyer may terminate this Agreement and receive a refund of all Earnest Money delivered; or Buyer may elect to delay their decision until they receive written notification from Seller of the amount of insurance proceeds available ("Insurance Notification"). In the event Buyer elects to first receive Insurance Notification, Seller shall work diligently with their insurance company to determine amount of coverage and Buyer shall have **three (3) days** from receipt of the Insurance Notification to: 1) terminate this Agreement and receive a refund of all Earnest Money delivered, or 2) to close and receive an assignment of Seller's portion of the insurance proceeds at Funding Date. If at any point Buyer fails to timely notify Seller of Buyer's election, Buyer shall be deemed to have elected to proceed to Closing and receive an assignment of insurance proceeds, if any. The parties agree that the Closing date shall automatically be extended as necessary to allow Buyer time to exercise their rights under this Paragraph.
54. **SEVERABILITY.** If any portion of this Agreement is found by any court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.
55. **MULTIPLE BUYERS.** Each Buyer to this Agreement is jointly and severally liable for all obligations under this Agreement. In the event any Buyer should be unable to perform under this Agreement (due to death or incapacity), the remaining Buyer(s) shall continue to be obligated under this Agreement.
56. **AUTHORITY OF SIGNORS.** If Buyer or Seller is a corporation, partnership, estate, trust, limited liability company or other entity, the person signing this Agreement on its behalf warrants their authority to do so and to bind the Buyer or Seller for which they are signing.
57. **BUYER AND SELLER AUTHORIZATIONS.** Unless otherwise instructed in writing, with respect to the real estate transaction that is the subject of this Agreement, Seller and Buyer hereby authorize the following: the Title Company, lender, escrow agent and their representatives to provide a copy of any and all loan estimates, loan status updates, Closing disclosures, other settlement statements and title documents to the Seller's and Buyer's respective Brokerages; the Title Company to deliver any Title Company generated settlement statement(s), in its entirety (Seller and Buyer's information) to both the Seller and Buyer and their respective Brokerages; and their respective Brokerage to be present for the Closing.
58. **SURVIVAL OF OBLIGATIONS.**
- A. **The following paragraphs shall survive Closing of the Property: 1, 1(C), 1(I), 11, 12, 14(C), 16, 17(B), 33, 37.B, 39, 40, 44, 46, 48, 52, 53, 54, 55, 58, 59, 60, 63, 65.**
- B. **Unless otherwise noted on the Termination Agreement or the Earnest Money Consent to Distribution, the following provisions and paragraphs shall survive termination of this Agreement:** any provision requiring a party to pay for a document inspection, appraisal, survey or ILR; Buyer's obligation to deliver the entire inspection report in accordance with **Para. 33** upon written request from Seller; the requirement that the parties sign an Earnest Money Consent to Distribution in accordance with **Para. 45**; and paragraphs: **1, 6, 7, 46, 47, 49, 52, 54, 55, 58, 59, 60, 63, 65.**
59. **FORCE MAJEURE.** Buyer or Seller shall not be required to perform any obligation under this Agreement or be liable to each other for damages so long as performance or non-performance of the obligation or the availability of services, insurance or required approvals essential to Closing, is disrupted, delayed, caused or prevented by Force Majeure. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fire, or other acts of God, unusual transportation delays, wars, insurrections, acts of terrorism, pandemics or diseases or any governmental authority taken in response to a pandemic. All time periods, including the Closing Date, will be extended up to **ten (10) days** after the Force Majeure no longer



# NEW MEXICO ASSOCIATION OF REALTORS® — 2026 PURCHASE AGREEMENT – RESIDENTIAL RESALE



prevents performance under this Agreement, provided, however, if such Force Majeure continues to prevent performance under this Agreement more than **thirty (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 delivered 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.

- 60. 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.**

## SECTION V – BROKERAGE/BROKER NOTICES

- 61. BUYER AND SELLER OBLIGATIONS AND RESPONSIBILITIES.** The obligations/responsibilities set forth in this Agreement are those of the parties to this Agreement and ***NOT*** of the brokers/brokerages.
- 62. BROKER/BROKERAGE ROLE.** Buyer and Seller acknowledge that brokerages' only role in this transaction is to provide real estate advice to brokerage's respective client and/or customer and real estate information to the parties. For all other advice or information that may affect this transaction, including, but not limited to, financial and legal advice, the parties shall rely on other professionals.
- 63. SERVICE PROVIDER RECOMMENDATIONS.** If Brokerage(s) recommends a builder, contractor, escrow company, title company, pest control service, appraiser, lender, attorney, accountant, home inspection company or home warranty company or any other person or entity to Seller or Buyer for any purpose, such recommendation shall be independently investigated and evaluated by Seller or Buyer, who hereby acknowledges that any decision to enter into any contractual arrangement with any such person or entity recommended by Brokerage shall be based solely upon such independent investigation and evaluation.

## SECTION VI – DEFINITIONS

- 64. 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. BROKERAGE:** includes the Buyer's and Seller's Brokerages.
  - 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 on which this Agreement is fully executed and delivered by the last party to sign. This date establishes the starting point for any timelines or deadlines set forth in the Agreement.
  - E. DAY(S):** in counting days, the first day following the Date of Acceptance is day number one. Days are determined on a "calendar day" basis and if the **FINAL** day for performance falls on a Saturday, Sunday or legal Holiday, the time therefore shall be extended to the next business day. Legal Holidays are described as New Year's Day, Martin Luther King Jr.'s Birthday, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day/Indigenous Peoples Day, Veteran's Day, Thanksgiving Day and Christmas Day.
  - F. DEADLINES:** any "deadline(s)" can be expressed either as a calendar date or as a number of days.
  - G. DEEDS:**
    - i. General Warranty Deed:** asserts the grantor's lawful ownership of the property and the right to sell, and guarantees that the property is free from any liens or encumbrances, other than those noted on the deed, regardless of when the lien or encumbrance may have originated.
    - ii. Special Warranty Deed:** also known as a 'limited warranty deed,' asserts the grantor's lawful ownership of the property and the right to sell, and guarantees that the property is free from any liens or encumbrances, other than those noted on the deed, arising during the grantor's period of ownership. The grantor does not provide any guarantee against defects in the title that may have originated **before** the grantor owned the property.
    - iii. Quitclaim Deed:** transfers property ownership without the grantor making any warranties regarding the title.
  - H. DELIVER(ED):** by any method where there is evidence of delivery. By the parties' agreement to the 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. In the case of Independent Consideration, Delivery to Title Company identified in **Para. 36** or to Listing Brokerage identified on **Cover Page 3** shall constitute delivery to Seller.



**NEW MEXICO ASSOCIATION OF REALTORS® — 2026  
PURCHASE AGREEMENT – RESIDENTIAL RESALE**



- I. ELECTRONIC RECORD/SIGNATURE:** 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. An **Electronic Signature** is 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 as a result of it being fastened/affixed to the Property in such a way 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 others that 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. INDEPENDENT CONSIDERATION:** refers to something of value that is exchanged between the parties to this Agreement to ensure mutual obligation and enforceability of this Agreement. It requires each party to provide a distinct and separate benefit or promise, making this Agreement legally binding. Seller’s “something of value” hereunder, which is recognized as sufficient consideration, is Seller’s promise to sell the Property and granting Buyer the option to do so in accordance with the terms of this Agreement. Buyer’s “something of value”, which is recognized as sufficient consideration, is the Independent Consideration set forth in **Para. 1.E**. The amount of the Independent Consideration is negotiable but must be greater than zero. Failure of Buyer to pay/deliver Independent Consideration will render this Agreement invalid and unenforceable.
- M. LOAN ESTIMATE:** a standardized, three-page form that a mortgage lender is required to provide a Buyer within **three (3) business days** of receiving the loan application. It outlines the estimated terms, interest rate, monthly payment, and closing costs of the mortgage for which the Buyer is applying.
- M. MASCULINE:** includes the feminine.
- N. PERSONAL PROPERTY:** a moveable article that is NOT affixed/attached to the Property.
- O. RESOLUTION:** a written agreement between the parties regarding how Buyers’ objections shall be resolved.
- P. SINGULAR:** includes the plural.
- Q. 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.

**SECTION VII– OFFER, ACCEPTANCE, COUNTEROFFER, OR REJECTION OF OFFER**

**65. 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 any addenda and any exhibits referred to in this Agreement, contains the entire Agreement of the parties and supersedes all prior agreements with respect to the 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.**

**[BUYER’S SIGNATURE ON NEXT PAGE.]**



NEW MEXICO ASSOCIATION OF REALTORS® — 2026  
PURCHASE AGREEMENT – RESIDENTIAL RESALE



**⚠ ATTENTION BUYERS AND SELLERS ⚠**

**WIRE FRAUD ALERT**

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

**OFFER BY BUYER**

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

Buyer Signature	Printed Name	Offer Date	Time
-----------------	--------------	------------	------

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

**[SELLER'S RESPONSE OPTIONS ON NEXT PAGE]**



NEW MEXICO ASSOCIATION OF REALTORS® — 2026  
PURCHASE AGREEMENT – RESIDENTIAL RESALE



**SELLER'S RESPONSE**

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

**ACCEPTANCE**

**SELLER ACCEPTS** this Offer and **AGREES** to sell the Property for the price and on the terms and conditions specified in this Agreement. **IF SELLER IS ACCEPTING THIS OFFER, SELLER SHOULD INITIAL ALL PAGES AND SIGN BELOW.**

**SELLER(S)**

_____ Seller Signature	_____ Printed Name	_____ Offer Date	_____ Time
_____ Seller Signature	_____ Printed Name	_____ Offer Date	_____ Time

*If additional signatures are needed, use Form 1150- Signature Addendum*

**COUNTEROFFER**

**SELLER REJECTS** and submits a **Counteroffer** - NMAR Form 5102 – Counteroffer or NMAR Form 2111B – Counteroffer to Escalation Clause Offer

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

**SELLER(S)** \_\_\_\_\_

**NOTIFICATION OF MULTIPLE OFFERS**

**SELLER REJECTS** and submits a **Notification of Multiple Offers** - NMAR Form 5103 – Notification of Multiple Offers

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

**SELLER(S)** \_\_\_\_\_

**REJECTION**

**SELLER REJECTS THIS OFFER.**

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

**SELLER(S)** \_\_\_\_\_



**NEW MEXICO ASSOCIATION OF REALTORS® — 2026  
PURCHASE AGREEMENT – RESIDENTIAL RESALE**



**INDEX**

<b>TITLE</b>	<b>PARA. NO.</b>	<b>PAGE</b>
ACCEPTANCE, ENTIRE AGREEMENT, ADDENDUMS IN WRITING .....	65	21
ADVERSE MATERIAL FACTS (“AMF”) / NEWLY DISCOVERED AMF .....	17, 34	9, 14
APPRAISAL .....	10	5
ASSIGNMENT .....	14	8
ATTORNEY FEES AND COSTS .....	49	18
AUTHORITY OF SIGNORS .....	56	19
BROKER / BROKERAGE ROLE .....	62	19
BUYER AND SELLER AUTHORIZATIONS .....	57	19
BUYER AND SELLER OBLIGATIONS AND RESPONSIBILITIES .....	61	19
BUYER’S BROKERAGE COMPENSATION .....	11	6
BUYER’S ENTRY .....	21	10
BUYER’S SALE, CLOSING, FUNDING CONTINGENCY .....	9	5
CASH, LOAN OR SELLER FINANCING .....	8	4
CONVEYANCE DOCUMENTS .....	38	15
COSTS TO BE PAID .....	13	10
COUNTERPARTS .....	51	18
DEFAULT, NOTICE AND OPPORTUNITY TO CURE .....	48	18
DEFINITIONS .....	64	20
EARNEST MONEY .....	6	3
EARNEST MONEY – DISPUTE, TERMINATION AND DISTRIBUTION .....	45, 47	17, 18
ELECTRONIC SIGNATURES .....	14	8
EXISTING DOCUMENT DELIVERY DEADLINE .....	32	12
FAIR HOUSING .....	50	18
FIRPTA AND FIRPTA EXCEPTION .....	40	16
FIXTURES, APPLIANCES, AND PERSONAL PROPERTY .....	4	1
FORCE MAJEURE .....	59	19
FUNDING DATE .....	43	17
GOVERNING LAW AND VENUE .....	52	18
HOME WARRANTY CONTRACT .....	35	14
INCORPORATED DOCUMENTS / ADDENDA .....	12	9
INDEPENDENT CONSIDERATION .....	7	3
INSPECTION/ DOCUMENTS/ DUE DILIGENCE OBJECTION AND RESOLUTION .....	33	12
INSURANCE CONTINGENCY / APPLICATION .....	18	9
IRS 1031 TAX EXCHANGE .....	14	8
MAINTENANCE .....	16	8
MEDIATION .....	46	17
MULTIPLE BUYERS .....	55	19
OFF MARKET .....	3	1
OTHER RIGHTS .....	5	2
PARTIES, PROPERTY AND TERMS .....	1	1
POSSESSION DATE .....	44	17
PROPERTY TYPE.....	2	1
RISK OF LOSS .....	53	18
SELLER’S DUTY TO DISCLOSE .....	17	9
SERVICE PROVIDER RECOMMENDATIONS .....	63	20
SEVERABILITY .....	54	19
SIGNIFICANCE OF INITIALS .....	60	19
SOLE AND SEPARATE .....	41	16
SURVEY / ILR .....	39	15
SURVIVAL OF OBLIGATIONS .....	58	19
TERMINATION .....	45	17
TITLE – EXAMINATION, LIENS, AND ASSESSMENTS .....	37	14
TITLE COMPANY .....	36	14
UTILITIES – AVAILABILITY FOR INSPECTIONS .....	22	10
WAIVER OF INSPECTIONS .....	20	10



**NEW MEXICO ASSOCIATION OF REALTORS® — 2026  
INFORMATION SHEET –  
INDEPENDENT CONSIDERATION**



**REASON FOR INDEPENDENT CONSIDERATION**

In contract law, three elements are required to create a binding and enforceable contract: 1) offer; 2) acceptance; and 3) consideration. While the first two are relatively straightforward, consideration is more nuanced.

Valid consideration for contract formation requires a bargained-for exchange where a promise is given by one party to a contract in return for performance or a return promise by the other party. For example, Company A promises to provide a service (promise to perform), and the customer promises to pay (return promise) for that service.

These three elements together create a valid and enforceable contract. Many brokers believe in the context of purchase agreements, the seller’s promise to sell and the buyer’s promise to purchase, together with the earnest money is sufficient consideration to form a contract. While many courts agree, there are courts in various states that have held otherwise.

These courts have ruled that some purchase agreements are option contracts. An option contract is where one party has the option, not the obligation, to perform. Contracts for real estate have been found to be option contracts because the buyer can walk away under multiple contingencies. In this case, their promise to buy becomes illusory. Illusory consideration is not valid consideration, as it doesn’t bind the buyer. Without binding obligations or independent consideration, the contract may not be enforceable.

Under the most recent of the NMAR purchase agreements, the buyer has been given a broad due diligence period in which to thoroughly inspect the property, investigate surrounding areas and review all pertinent documents. Based on buyer’s findings, the buyer may terminate the contract or may make objections to his/her findings. If the parties cannot negotiate buyer’s objections, the buyer may terminate the agreement. In addition, there are multiple other contingencies in the NMAR purchase agreements, such as the ability of the buyer to obtain financing, the appraised value of the property being equal to or greater than the purchase price, and the ability of the buyer to obtain insurance on the property at customary rates to name just a few. In other words, the buyer is not obligated to purchase the property if any of the contingencies are not satisfied. However, buyer does have the option to purchase if all the contingencies are satisfied.

This is where independent consideration becomes important. As the name suggests, it is consideration (i.e., something of value) given independently of the main performance or promise. Independent consideration is generally given to support an option or contract, such as a purchase agreement for real estate.

Independent consideration must be real, bargained-for, not illusory, and it cannot simply be a promise to do what one was already obligated to do. It can be a small sum, even as little as \$10.00, but it cannot be zero.

As it applies to purchase agreements, the independent consideration would be negotiated between the parties and given to the seller (directly or through the title company) upon execution of the purchase agreement or some other short period of time thereafter. As soon as the buyer delivers the independent consideration to the seller or title company, as applicable, it is the seller’s to keep, even if the buyer terminates the purchase agreement.

Independent Consideration does not take the place of earnest money and Independent Consideration and earnest money serve very different purposes. The promise to deliver Independent Consideration and the delivery of Independent Consideration is required for formation of the contract. For this reason, if buyer terminates the purchase agreement, the Independent Consideration is not refunded to buyer. Earnest money is a term of the contract that indicates buyer’s intent to act in good faith and abide by terms of the purchase agreement. If buyer acts in good faith and abides by the terms of the purchase agreement, but terminates the contract per the terms of the purchase agreement, then buyer is entitled to a return of buyer’s earnest money. If buyer fails to act in good faith and abide by the terms of the purchase agreement, then buyer may forfeit his/her earnest money.

This change to the NMAR purchase agreements is being implemented to better protect both consumers and brokers. The law is ever changing, and while New Mexico has not specifically ruled that purchase agreements for real estate are option contracts,

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NEW MEXICO ASSOCIATION OF REALTORS® — 2026  
INFORMATION SHEET –  
INDEPENDENT CONSIDERATION



due to NMAR's further expansion of a buyer's termination rights, this possibility exists. Independent Consideration is necessary to mitigate the possibility that the contract fails for lack of buyer consideration.

**LOGISTICS/PROCESS**

- **Independent Consideration is required per the NMAR purchase agreements; it is not optional.**
- NMAR purchase agreements do not dictate the amount of Independent Consideration; it can be as little or as much as the parties negotiate, but it cannot be zero dollars (\$0).
- Independent Consideration does not replace earnest money and payment of Independent Consideration does not change how earnest money is treated under the purchase agreement. In the event the parties have agreed that buyer will pay earnest money, payment of the earnest money is in addition to payment of the Independent Consideration. Refund of the earnest money shall be in accordance with the purchase agreement.
- Independent Consideration may be paid to the seller directly or to the title company, as negotiated by the parties in the purchase agreement.
- If Independent Consideration is paid to the seller, it may be paid by any method to which the parties have agreed (cash, check, electronically, etc.). The buyer may request a receipt from the seller indicating seller received the Independent Consideration.
- If Independent Consideration is paid to the title company, it can be paid with the earnest money or at another time as negotiated by the parties in the purchase agreement, but per NMAR purchase agreements, not more than three (3) days after Date of Acceptance.
- Delivery of the Independent Consideration to the seller or the title company, as negotiated, should not be more than three (3) days. The parties agree in the purchase agreements that the buyer's promise to deliver the Independent Consideration within three (3) days after full execution of the purchase agreement, or some shorter timeframe as negotiated by the parties, is sufficient consideration to form the purchase agreement.
- **If buyer fails to deliver the Independent Consideration in accordance with the purchase agreement, the purchase agreement will automatically terminate. Buyer will not have an opportunity to cure buyer's failure to timely deliver the Independent Consideration in accordance with the purchase agreement.**
- If the Independent Consideration is delivered to the title company, the title company will disburse the Independent Consideration to the seller as soon as the title company processes the buyer's payment. Seller will need to direct the title company in writing as to how seller would like the funds distributed to seller. Depending on the disbursement type (for example, check, wire, etc.) there may be title company charges associated with the disbursement. Seller should familiarize him/herself with such charges before providing disbursement instructions to the title company. Processing fees, excluding seller disbursement fees which are borne by the seller, are negotiated between the parties in the purchase agreement.
- The Independent Consideration may be credited to the purchase price, down payment or buyer's closing costs (subject to lender approval), as negotiated between the parties in the purchase agreement. If the Independent Consideration is paid directly to the seller, and the Independent Consideration is being credited to the buyer at closing, the title company may require a copy of the seller's receipt, indicating seller received the Independent Consideration and the amount of the Independent Consideration.
- **If the contract terminates for any reason, except for seller's breach of contract, seller retains the Independent Consideration; it shall not be refunded to buyer.**



**NEW MEXICO ASSOCIATION OF REALTORS®- 2026  
SELLER'S INSTRUCTIONS TO TITLE COMPANY  
FOR DISBURSEMENT OF INDEPENDENT CONSIDERATION**



Relating to the Purchase Agreement dated \_\_\_\_\_ between the parties  
\_\_\_\_\_  
(Buyer) and  
\_\_\_\_\_  
(Seller) on the  
following property: \_\_\_\_\_  
Address (Street, City, Zip Code)

Legal Description

**NAME OF TITLE COMPANY** \_\_\_\_\_

**NAME OF ESCROW OFFICER:** \_\_\_\_\_

1. Pursuant to the above-referenced Purchase Agreement, the Buyer and Seller have agreed as follows:
  - that Buyer shall pay to Seller \$ \_\_\_\_\_ as Independent Consideration;
  - that Buyer shall deliver this Independent Consideration to Title Company;
  - that Title Company may disburse the Independent Consideration in accordance with these Seller instructions;
  - that these Seller's Instructions ONLY require the Seller's signature(s); and
  - that no further disbursement agreement between Buyer and Seller (beyond the Purchase Agreement) is required for the Title Company to disburse the Independent Consideration to Seller in accordance with these instructions.
2. Seller hereby directs Title Company:
  - A. To disburse the Independent Consideration as soon as practical. If Independent Consideration is paid by readily available funds, the payment shall be disbursed as soon as the payment is processed. If the Independent Consideration is paid by check, then the payment shall be paid as soon as the check has cleared the Buyer's bank and been processed by the Title Company.
  - B. To disburse the Independent Consideration to Seller by (check applicable):  
 Check;  Wire Transfer; or  Other \_\_\_\_\_

**NOTICE TO SELLER: you must confirm with Title Company that Title Company can disburse by your elected disbursement method and any charges associated with such disbursement method.**

- i. If disbursement is made by wire transfer, any associated Title Company fees shall be deducted from the Independent Consideration. If Independent Consideration is greater than or equal to Title Company's wire transfer charges, Title Company shall disburse by check.  
**IMPORTANT REMINDER TO SELLER ABOUT WIRE FRAUD: The Title Company will need additional wire-transfer information from you. Do NOT wire any funds without personally speaking with the Title Company to confirm the Title Company's routing and account number. For more information , see NMAR Form 2000 – Wire Fraud Notice.**
- ii. If disbursement is paid by check, Seller's address for mailing: \_\_\_\_\_

C. Whether the Independent Consideration payment will be credited to the Purchase Price, Down Payment or Closing Costs shall be determined by the Purchase Agreement.

**SELLER(S)**

\_\_\_\_\_  
Seller Signature Printed Name Date Time

\_\_\_\_\_  
Seller Signature Printed Name Date Time

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

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NEW MEXICO ASSOCIATION OF REALTORS® — 2025  
RECEIPT FOR TIME OFF MARKET FEE



BUYER: \_\_\_\_\_  
Print

SELLER: \_\_\_\_\_  
Print

PROPERTY: \_\_\_\_\_, New Mexico \_\_\_\_\_  
Street City Zip Code

AMOUNT OF TIME-OFF-MARKET FEE: \$ \_\_\_\_\_

RECEIVED IN THE FORM OF:

- PERSONAL CHECK CHECK NO. \_\_\_\_\_
- CASH  BANK CHECK CHECK NO. \_\_\_\_\_
- MONEY ORDER ORDER NO. \_\_\_\_\_
- OTHER \_\_\_\_\_

Received By:

\_\_\_\_\_  
Listing Broker or Listing Brokerage Representative Name Signature Date

\_\_\_\_\_  
Seller's Signature Date

\_\_\_\_\_  
Seller's Signature Date



NEW MEXICO ASSOCIATION OF REALTORS® — 2026  
**INFORMATION SHEET –**



**TWO-DAY NOTICE TO CURE - DEADLINE DEFAULT PROVISION**

This opportunity to cure provision requires that if a Deadline Default occurs, the non-defaulting party must serve the defaulting party with a two-day notice to cure, NMAR Form 2112 – Notification of Deadline Default and Opportunity to Cure (“2-Day Notice”). If the defaulting party cures the default within the two (2) days, the non-defaulting party must proceed with performance under the Agreement; however, if the defaulting party fails to cure the default within the two (2) days, the non-defaulting party has all options available by the contract and the law, which may include, but not limited to, the recovery of damages and in the event of a material default, the option to stop performing and terminate the contract. In the case of a material buyer default, which the buyer fails to timely cure, the seller would have the right to retain the earnest money.

**ELEMENTS OF A DEADLINE DEFAULT:**

1. **THERE MUST BE A DEADLINE.** First, there must be a date and/or time by which one party has to perform. Examples of defaults with a deadline include (but are not limited to):
  - the buyer’s obligation to deposit Earnest Money by a certain date;
  - the buyer’s obligation to deliver the pre-qualification letter or proof of funds by a certain date;
  - the seller’s obligation to deliver a document by a certain date;
  - a party’s failure to close by the Closing Date may be considered a Deadline Default if the failure to close is not based on the failure of a contingency to be satisfied.

Some defaults cannot be cured. For example, NMAR Form 2104 – Purchase Agreement – Residential Resale provides that the buyer and buyer’s broker will not enter upon the Property without the seller or listing broker’s consent. If the buyer or buyer’s broker should do so, then that would be a default of the Agreement, but not a default that that can be cured with a 2-Day Notice.

2. **THE FAILURE TO PERFORM BY THE DEADLINE MUST CONSTITUTE A DEFAULT.** Whether a failure to perform by a deadline is a default (or not), depends on a couple of factors.
  - **Is the performance an obligation or a right?**
    - **If it’s an obligation (and therefore, required), then failure to perform constitutes a default.** It is often “required” if the beneficiary of the performance is NOT the party responsible for the performance. For example, the seller is to provide the buyer with the documents. These documents are provided *by the seller for the benefit of the buyer*. Therefore, performance by the seller is an obligation and is required (unless waived by the buyer).
    - **If it’s a right, then failure to perform may constitute a waiver of that right, but failure to perform would not be considered a default.** It is often a right, and therefore, “optional” if the beneficiary of the performance is the same party charged with performing. Examples of a right or option to perform include the buyer’s right to conduct inspections and the buyer’s right to object to observations, inspections or documents. These rights under the Purchase Agreement are to be performed *by the buyer for the benefit of the buyer*. They are optional, not required. Therefore, a buyer’s failure to timely exercise any of these rights is not a default, but rather a waiver of the buyer’s right to make objections or terminate, as applicable.
  - **Does the missed deadline result in an automatic termination?**  
 In the event the missed deadline results in an automatic termination, neither party is required/obligated to perform, neither party has a right to perform and the failure of one or both parties to perform is not a default. For example, if the parties do not reach a Resolution by the Resolution Deadline, and the buyer does not withdraw all unresolved objections within two (2) days, the Agreement terminates. The parties are not obligated to reach an agreement and failure to do so does not constitute a waiver of a right or a default. Therefore, the Deadline Default would not be applicable to these situations.

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**NEW MEXICO ASSOCIATION OF REALTORS® — 2026  
INFORMATION SHEET –  
TWO-DAY NOTICE TO CURE - DEADLINE DEFAULT PROVISION**



**Additional Comments:**

- The non-defaulting party may choose NOT to send the 2- Day Notice. Nothing requires the non-defaulting party to send the 2-Day Notice, but if they do not send it, **then the non-defaulting party is not afforded the rights associated with the default.** For example, if a buyer materially defaults, a seller may have the right to refuse to sell the house to that buyer and/or may choose to sue the buyer for damages, but the seller may be denied these rights if the seller failed to give the buyer the opportunity to cure the default. And again, if the buyer did timely cure the default, the seller would have no further recourse, but if the buyer failed to timely cure the default, then the seller could pursue all legal options available to them.
- The Purchase Agreement does not require that the 2-Day Notice be sent within a certain time frame. Consequently, if a Deadline/Curable Default occurs, the non-defaulting party may send the 2-Day Notice at **any point** after the default, and regardless of when it is sent, the two (2) days starts running.
- Note the definition of days in NMAR Purchase Agreements. Days are counted as calendar days, but if the final day for performance falls on a weekend or legal holiday, then the deadline rolls over to the next business day. See “Definitions” in the Purchase Agreements for a list of the legal holidays.

**IMPORTANT NOTE REGARDING INDEPENDENT CONSIDERATION**

**The Deadline Default provisions of the Purchase Agreement do NOT apply to the buyer’s failure to deliver Independent Consideration when due.**

**Delivery of Independent Consideration on or before the date provided in the Purchase Agreement (“IC Delivery Deadline”) is required for the Purchase Agreement to remain valid and enforceable after the IC Delivery Deadline. Failure to deliver the Independent Consideration on or before the IC Delivery Deadline renders the Purchase Agreement immediately null and void, except as otherwise provided for in the Purchase Agreement. Therefore, failure to deliver the Independent Consideration by the IC Delivery Deadline is NOT a Deadline Default and the buyer shall have NO opportunity to cure buyer’s failure to deliver the Independent Consideration by the IC Delivery Deadline.**

DRAFT - REVIEW ONLY



NEW MEXICO ASSOCIATION OF REALTORS® — 2026
BUYER BROKERAGE AGREEMENT



ATTENTION BUYER

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

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

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

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

2. BUYER COMMITMENT. [X] PURCHASE [ ] LEASE. The term "Purchase" as used in this Agreement includes buying, exchanging, or otherwise creating a right to acquire any interest in property described in this Paragraph. If "Lease" is selected, Broker will serve as a Tenant Broker under the same conditions as set forth in Paragraph 1. If Broker is serving as a Tenant Broker, the term "Purchase" also includes leasing or entering into an agreement or option to lease. The property(ies) identified below are hereinafter referred to as "Property", whether singular or multiple properties are identified below. Check either A or B below.

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

i. General Location:

ii. Type: Check all applicable

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

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

i.

Address (Street, City, State, Zip Code)

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

Address (Street, City, State, Zip Code)

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

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NEW MEXICO ASSOCIATION OF REALTORS® — 2026
BUYER BROKERAGE AGREEMENT



- 3. TERM. The term of this Agreement will begin on ... and terminate at 11:59 p.m. Mountain Time on ...
4. BROKER OBLIGATIONS. During the term of this Agreement Broker will:
A. Become familiar with Buyer's Property requirements;
B. If requested in writing, assist Buyer to locate financing;
C. Provide access or remote viewing for the Property(ies) ...
D. If Paragraph 2(A) is selected, assist Buyer to locate suitable Properties;
E. Assist Buyer in negotiating acquisition terms;
F. Assist Buyer in completing any necessary paperwork ...
G. Assist Buyer in monitoring pre-closing and closing procedures; and
H. Other:
5. BUYER OBLIGATIONS. With regard to the type of Property identified in this Agreement, Buyer will:
A. Work exclusively with Broker to negotiate or Purchase a Property;
B. Provide accurate, up to date, complete information about Buyer's Property requirements, financial qualifications and relevant personal situations;
C. Refer to Broker all inquiries from any source including, but not limited to, other brokers and sellers;
D. Direct any questions to Broker;
E. Act in good faith with Broker and in all negotiations for any Property; and
F. Other:

6. BROKERAGE'S COMPENSATION IN THE EVENT OF PURCHASE. IMPORTANT: UNDERSTANDING HOW A BUYER'S BROKERAGE IS COMPENSATED FOR SERVICES RENDERED. A brokerage representing a seller ("Listing Brokerage") will enter into a listing agreement with the seller in which the seller agrees to pay the Listing Brokerage some compensation. The listing agreement may also provide that the seller is willing to compensate the brokerage representing the buyer in the sale or lease of the Property. Whether compensation to a buyer's brokerage is provided for in a listing agreement is strictly determined by the Listing Brokerage and the seller; there is NO rule or law that requires the seller to pay compensation to a buyer's brokerage or the Listing Brokerage to share compensation with a buyer's brokerage. The Listing Brokerage will then generally place the Property for sale in a Multiple Listing Service, ("MLS"), which is a database of properties for sale or lease in the geographical area covered by that MLS. If the seller has agreed to compensate a buyer's brokerage or the Listing Brokerage has agreed to share compensation with a buyer's brokerage, the Listing Broker may communicate this in a variety of ways including, but not limited to, the Listing Brokerage's website or through the Listing Brokerage/Broker's social media platforms; however, MLS rules prohibit this compensation from being communicated through the MLS. If the seller or a Listing Brokerage is offering compensation to a buyer's brokerage, in some cases, the amount being offered may be insufficient to fully compensate the buyer's brokerage for its services. NMAR Form 1100 – Information Sheet - Brokerage Compensation, and NMAR Form 1820 – Information Sheet Multiple Listing Service.

ACKNOWLEDGMENT BY BUYER

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

Buyer's Initials: \_\_\_\_\_



**NEW MEXICO ASSOCIATION OF REALTORS® — 2026  
BUYER BROKERAGE AGREEMENT**



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

- \$ \_\_\_\_\_ plus applicable New Mexico Gross Receipts Tax (“NMGR”); OR
- \_\_\_\_\_ % of purchase price of Property plus NMGR; OR
- Other:** \_\_\_\_\_

**B. PAYMENT OF COMPENSATION BY SELLER OR LISTING BROKERAGE.** Buyer  authorizes  does NOT authorize Brokerage to attempt to collect Brokerage Compensation from the seller or Listing Brokerage. In the event Brokerage cannot collect the Brokerage Compensation from the seller or Listing Brokerage, or can only collect a portion of the Brokerage Compensation from the seller or Listing Brokerage, **THEN BUYER AGREES TO PAY BROKERAGE THE BROKERAGE COMPENSATION, MINUS ANY AMOUNTS THAT BROKERAGE IS ABLE TO COLLECT FROM THE SELLER OR LISTING BROKERAGE.**

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

**7. COMPENSATION EARNED AND DUE.** Unless otherwise provided in Paragraph 6(A), Buyer owes Brokerage compensation upon the occurrence of any of the following:

**A. DURING THE TERM.** Compensation is earned by Brokerage upon Buyer, or any other person acting on behalf of Buyer, entering into an agreement to Purchase and is due to Brokerage upon the Closing of any Property subject to this Agreement during the term of this Agreement, whether or not Buyer sought the assistance of Broker/Brokerage. If any such transaction fails to close because of a default by Seller, compensation otherwise earned and due will be waived; if because of a default by Buyer, compensation earned and due under this Agreement will not be waived. *“Closing” is defined in this Agreement as a series of events by which Buyer and Seller satisfy all of their obligations under a Purchase Agreement, including, but not limited to, Seller’s transfer of legal title, or in the case of a Seller Financing - Real Estate Contract, equitable title to the Buyer.*

**B. PROTECTION PERIOD.** Within \_\_\_\_\_ days after termination of this Agreement, if Buyer, or anyone acting on behalf of Buyer, acquires any real Property subject to this Agreement, which Broker identified to Buyer during the term of this Agreement, compensation shall be due to Brokerage. However, this provision will not apply if Buyer enters into another exclusive agreement with another licensed real estate Brokerage covering the same property or type of property covered by this Agreement. Unless otherwise provided in the Termination Agreement, this paragraph shall survive termination of this Agreement.

**8.  COMPENSATION FOR LEASE.** If Buyer enters into an agreement to lease Property or does lease any Property subject to this Agreement during the term of this Agreement, then Buyer agrees to compensate Broker  \$ \_\_\_\_\_ plus NMGR or  \_\_\_\_\_ % of the lease rate plus GRT for the duration of the lease and any extensions or options, whether or not Buyer sought the assistance of Broker. If any such transaction fails to materialize due to default by Owner/Landlord, compensation otherwise due will be waived; if because of a default by Buyer/Tenant, compensation due under this Agreement will not be waived.

**9. VALUE ESTIMATES FOUND ON VARIOUS WEBSITES.** MLSs syndicate Property listings to public-facing websites, such as Zillow, Trulia and Realtor.com. Some of these public-facing websites offer opinions of the value or projected sales price of the Property. **BUYERS SHOULD BE AWARE THAT THESE ESTIMATES ARE OFTEN INACCURATE AND SHOULD NOT BE CONSIDERED THE ACTUAL VALUE OF THE PROPERTY IN QUESTION.**

**10. OTHER POTENTIAL BUYERS.** Buyer acknowledges that Broker may make known to other buyer clients or customers the same or similar properties as Buyer is seeking to acquire. Further, another buyer that Broker represents may wish to make an offer on the same Property that Buyer intends to make an offer. Buyer consents to this activity and understands that Broker will not share details of Buyer's offer with the other buyer or the details of the other buyer's offer with Buyer.

**11. CONFIDENTIALITY OF YOUR OFFER.** Be aware that sellers and/or the Listing Brokers may not treat the existence, terms, or conditions of offers as confidential unless confidentiality is required by law, regulation, or by any confidentiality agreement between the parties.



NEW MEXICO ASSOCIATION OF REALTORS® — 2026  
BUYER BROKERAGE AGREEMENT



12. **NON-DISCRIMINATION.**

- A. **RESIDENTIAL:** Buyer understands that federal housing laws, the New Mexico Human Rights Act and the New Mexico Real Estate Commission Regulations prohibit discrimination in the sale, rental, appraisal, financing or advertising of housing or other Property on the basis of race, age, color, religion, sex, sexual orientation, gender identity, familial status, spousal affiliation, physical or mental handicap, national origin or ancestry.
- B. **COMMERCIAL:** Buyer understands that the New Mexico Human Rights Act prohibits discrimination in the sale or lease of any real Property on the basis of race, religion, color, national origin, ancestry, sex, sexual orientation, gender identity, physical or mental handicap or spousal affiliation.

13. **EXPERT ASSISTANCE.** Broker advises Buyer to obtain expert assistance regarding legal, tax and accounting matters or matters relating to zoning, surveying, inspections, construction, hazardous materials, engineering, FIRPTA or other matters which are not within the expertise of Broker. Broker shall have no liability with respect to such matters.

14. **CONSENT TO THE ELECTRONIC TRANSMISSION OF DOCUMENTS AND TO THE USE OF ELECTRONIC SIGNATURES.** The parties consent to conduct any business related to and/or required under this Agreement by electronic means, including, but not limited to, the receipt of electronic records and the use of electronic signatures. Subject to applicable law, electronic signatures shall have the same legal validity and effect as original handwritten signatures. Nothing herein prohibits the parties from conducting business by non- electronic means. If a party has consented to receive records electronically and/or to the use of electronic signatures, that party may withdraw consent at any point in the transaction by delivering written notice to the other party.

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

16. **SMALL CLAIMS COURT, MEDIATION AND ARBITRATION.** If a dispute arises between the parties relating to this Agreement, the parties shall submit the dispute to mediation, jointly appoint a mediator and share equally in the costs of the mediation. NMAR Form 5118 - Information Sheet - Mediation Information for Clients/Customers. If the dispute cannot be resolved through mediation, and the amount in dispute is greater than the jurisdictional dollar limits of the applicable small claims court, then the dispute shall be settled by arbitration and shall be referred to the American Arbitration Association (“AAA”) for arbitration in accordance with the AAA Rules of Arbitration. NMAR Form 5121 - Information Sheet – Arbitration. The parties agree to be bound by any resulting agreement or award. Judgement upon the award rendered may be entered and enforced in any court of competent jurisdiction. If the amount in dispute is equal to or less than the jurisdictional dollar limits of the applicable small claims court, then the parties have the option of submitting the dispute to small claims court or resolving the dispute through arbitration.

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

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

19. **FIRPTA.** The Foreign Investment in Real Property Tax Act of 1980 (“FIRPTA”) requires buyers who purchase real property from foreign sellers to withhold a portion of the amount realized from the sale of the real property for remittance to the Internal Revenue Service (“IRS”). In the event the seller(s) is **NOT** a foreign person, FIRPTA requires the buyer to obtain proof of the seller’s non-foreign status in order to avoid withholding requirements. Exceptions may apply. For more information, refer to NMAR Form 2304 – Information Sheet – FIRPTA & Taxation of Foreign Persons Receiving Rental Income from U.S. Property. In the event exceptions to FIRPTA do not apply, then prior to or at Closing, seller(s) shall provide to Buyer or to a Qualified Substitute (generally, the Title Company) either a Non-Foreign Seller Affidavit(s) (NMAR Form 2303) **OR** a letter from the IRS indicating seller(s) is exempt from withholding. In the event seller(s) fails to do so, Buyer shall have the right to withhold the applicable percentage of the amount realized from the sale of the



NEW MEXICO ASSOCIATION OF REALTORS® — 2026
BUYER BROKERAGE AGREEMENT



Property for remittance to the IRS in accordance with IRS requirements. NMAR Form 2303B – FIRPTA Withholding Instructions. Buyer acknowledges that Buyer is solely responsible for ensuring compliance with FIRPTA, including the obligation to withhold funds from the seller if Buyer does not have sufficient evidence of seller’s non-foreign status, and Buyer shall indemnify, defend, and hold harmless Broker and Brokerage from and against any and all claims, losses, liabilities, penalties, or obligations (including reasonable attorneys’ fees and costs) arising out of or relating to FIRPTA withholding obligations.

- 20. FARMS AND RANCHES. The Agricultural Foreign Investment Disclosure Act (“AFIDA”) requires disclosure of a transfer of interest in certain agricultural land (including farms and ranches) to or from a foreign person to the Farm Service Agency within ninety (90) days of the transaction, on a form provided by the FSA. AFIDA does not apply to agricultural land if in the aggregate it is not more than ten (10) acres and if the gross annual receipts from the sale of farm, ranch, farming or timber products do not exceed \$1,000.00. A "foreign person" is certain foreign corporations or a person who is not a citizen of the U.S. or U.S. territories, who is not a permanent resident and who is not paroled into the U.S. Buyer [ ] is [ ] is not a foreign person as defined in this paragraph. (See NMAR Form 2304A —Information Sheet — AFIDA)
21. ENTIRE AGREEMENT, ADDENDA IN WRITING. This Agreement, together with the any addenda and any exhibits referred to in this Agreement, contains the entire Agreement of the parties and supersedes all prior agreements with respect to the subject matter, which are not expressly set forth herein. This Agreement may be modified only by written agreement of the parties.
22. FORCE MAJEURE. Buyer or Broker/Brokerage shall not be required to perform any obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the obligation, or the availability of services, is disrupted, delayed, caused or prevented by Force Majeure. “Force Majeure” means: hurricanes, floods, extreme weather, earthquakes, fire, or other acts of God, unusual transportation delays, wars, insurrections, acts of terrorism, pandemics or diseases or any governmental authority taken in response to a pandemic. All time periods will be extended up to ten (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 thirty (30) days, then either party may terminate this Agreement by delivering written notice to the other. This provision applies whether or not the underlying applicable event is foreseeable at the time of execution of this Agreement.
23. SEVERABILITY. If any portion of this Agreement is found by any court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.
24. HEIRS AND ASSIGNS. This Agreement shall apply to, be binding upon and enforceable against and inure to the benefit of the parties hereto and their respective representatives, successors, permitted assigns, heirs and estates.
25. AUTHORITY OF SIGNORS. If Buyer is a corporation, partnership, estate, trust, limited liability company or other entity, the person signing this Agreement on its behalf warrants their authority to do so and to bind the Buyer for which they are signing.
26. SURVIVAL OF OBLIGATIONS: The following provisions and paragraphs shall survive termination of this Agreement: 7(B), 15, 16, 17, 18, 21, 22, 23, 24, 26.
27. ADDITIONAL TERMS.

\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_

Buyer Brokerage Agreement Agency Addendum is attached to this Agreement: [ ] Yes [ ] No (NMAR Form 1205 – Buyer Brokerage Agreement Agency Addendum)



NEW MEXICO ASSOCIATION OF REALTORS® — 2026  
BUYER BROKERAGE AGREEMENT



**⚠ ATTENTION BUYERS: WIRE FRAUD ALERT ⚠**

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

**BUYER(S)**

Buyer Signature Printed Name Date Time

Buyer Signature Printed Name Date Time

**BUYER'S BROKERAGE**

Buyer's Broker Signature Date Time

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

Buyer's Broker Name Buyer's Broker's Team Name Office Phone Buyer's Broker's Cell Phone

Buyer's Brokerage Address City State Zip Code Broker  is  is not a REALTOR®

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



# NEW MEXICO ASSOCIATION OF REALTORS® — 2026 BUYER BROKERAGE AGREEMENT – SHORT FORM



## PART I – BROKERS DUTIES

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

### SECTION A:

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

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

### SECTION B:

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

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



NEW MEXICO ASSOCIATION OF REALTORS® — 2026
BUYER BROKERAGE AGREEMENT – SHORT FORM



- 8. Unless otherwise authorized in writing, a broker who is directly providing real estate service to a buyer shall not disclose the following to the seller in the transaction:
A. that the buyer has previously indicated he/she will pay a price greater than the price submitted in a written offer;
B. the buyer’s motivation for buying; or
C. any other information the buyer has requested in writing remain confidential unless disclosure is required by law.

PART II -OTHER REQUIRED DISCLOSURES

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

Check if Applicable

- 1. [ ] TRANSACTION COORDINATOR. Broker(s) has engaged the services of a transaction coordinator who will be assisting the broker in the processing of the real estate transaction.
2. [ ] CONFLICT OF INTEREST/MATERIAL INTEREST. Broker has a material interest or relationship of a business, personal, or family nature in the transaction.
3. [ ] ADVERSE MATERIAL FACTS. Explain any adverse material facts related to the Property or Transaction about which the Broker has actual knowledge.
4. [ ] COOPERATION POLICY. Broker has advised Buyer(s) of Brokerage policies regarding cooperation with other brokers/brokerages.

PART III - DUAL REPRESENTATION

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

- A. [ ] BUYER CONSENTS TO DUAL REPRESENTATION.
B. [ ] BUYER DOES NOT CONSENT TO DUAL REPRESENTATION. If Buyer does not consent to Dual Representation as to Broker Listed Properties, then one of the following shall apply (Check One Below):
[ ] Broker Chooses New Broker. Broker shall refer Buyer to another broker of Broker’s choosing to represent the Buyer in any transaction involving Broker Listed Properties (“Referral Broker”).
[ ] Buyer Chooses New Broker. Buyer and Brokerage shall be released from all obligations under this Agreement as to Broker Listed Properties ONLY so that Buyer may obtain an alternative broker of Buyer’s choosing to represent Buyer in that/those Broker Listed Property transaction(s).

Signature lines for Buyer and Broker, including fields for Signature, Printed Name, Date, and Time.

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



NEW MEXICO ASSOCIATION OF REALTORS® — 2026
BUYER BROKERAGE AGREEMENT – SHORT FORM



IMPORTANT NOTICES TO BUYER

Before entering into this Agreement, review NMAR Form 1100 – Information Sheet - Brokerage Compensation.
By entering into this Agreement, you represent that you have NOT entered into a Buyer Brokerage Agreement with another brokerage for the same property(ies) identified in Paragraph 3 and for the same term identified in Paragraph 2.

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

- 1. BROKERAGE RELATIONSHIP. The undersigned Brokerage and Buyer agree that Broker is providing services to Buyer as a Transaction Broker without creating an agency relationship.
2. TERM. The term of this Agreement will begin on and terminate at 11:59 p.m. Mountain Time on, unless otherwise extended under Paragraph 4 of this Agreement.
3. IDENTITY OF PROPERTY(IES) (hereinafter referred as "Property", whether singular or multiple)(check one):
A. Any Property identified by Broker or Buyer.
B. The Following Property(ies): (if more space is needed, use NMAR Form 2300 – General Addendum)
i.
ii.

- 4. REAL ESTATE SERVICES PROVIDED AND COMPENSATION:
A. Showing Services.
i. Services. Broker will provide Buyer limited services as follows: physical access to Property or remote viewing (NMAR Form 1505 – Remote Viewing and Sight Unseen Hold Harmless Agreement), and information pertaining to Property as such information is actually known to Broker or is readily available to Broker through the Multiple Listing Service in which the Broker is participant (collectively "Showing Services").
ii. Compensation. Buyer shall compensate Brokerage as follows, plus applicable New Mexico Gross Receipts Tax ("NMGR") Check ALL that apply.
\$ (Flat Fee) \$ / Per Property Shown
\$ / Per Hour or Portion Thereof Other:
\$ RETAINER – A flat fee amount to be billed against hourly or per showing, as indicated in this paragraph. Remainder of Retainer to be refunded to Buyer, along with a statement of deductions, within ten (10) business days of the end of the Term.
NO Fee For Showing Services.
Compensation Credit. Compensation paid to Brokerage per this Paragraph WILL NOT be applied to the Compensation paid to Brokerage under Paragraph 4(B), if any, UNLESS this box is checked.
iii. Compensation Earned/Due. Compensation to Brokerage due under this Paragraph 4(A) shall be earned and due:
Upon Full Execution of this Agreement
Following either Each Hour Worked or the Showing of Each Property, as applicable.
At the End of the Term
Retainer: Due upon full execution of this Agreement; earned per hour or per showing, as applicable.
Other:

- B. Brokerage Representation. In the event Buyer makes an offer to purchase or lease a Property during the Term of this Agreement, Buyer and Brokerage agree as follows:
i. Services. Brokerage shall represent Buyer exclusively in the purchase or lease of the Property.
ii. Compensation. Buyer shall compensate Brokerage as follows, plus NMGR.
For Purchase For Lease
\$ % of purchase price of Property \$ % of lease rate for Property for the duration of the lease and any extensions.
Other: Other:

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



NEW MEXICO ASSOCIATION OF REALTORS® — 2026  
BUYER BROKERAGE AGREEMENT – SHORT FORM



- iii. **Payment of Compensation By Seller or Listing Brokerage.** Buyer  authorizes  does NOT authorize **Brokerage** to attempt to collect Brokerage Compensation from the seller or Listing Brokerage. In the event Brokerage cannot collect the Brokerage Compensation from the seller or Listing Brokerage, or can only collect a portion of the Brokerage Compensation from the seller or Listing Brokerage, **then Buyer shall be responsible for paying Brokerage any amount of Compensation that Brokerage is unable to collect from the seller or Listing Brokerage.**
- iv. **Compensation Earned/Due.** Compensation is earned by Brokerage under this **Paragraph 4(B)** upon the Closing and Funding of the Property or upon Buyer signing the Lease on the Property, as applicable, whether or not Buyer sought the assistance of Broker. If any such transaction fails to close because of a default by Seller/Landlord, compensation otherwise earned and due will be waived; if because of a default by Buyer/Tenant, compensation earned and due under this Agreement will not be waived.
- v. **Extension of Term.** The Term of this Agreement shall be extended through Closing and Funding of the Property, or in the event of lease, though the signing of the Lease for Property. Notwithstanding the expiration of the Term, Brokerage shall be entitled to Compensation for any lease extensions.

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

5. **PROTECTION PERIOD.** Within \_\_\_\_\_ days after termination of this Agreement, if Buyer acquires any real property subject to this Agreement, compensation shall be due to Brokerage. However, this provision will not apply if Buyer enters into another exclusive agreement with another licensed real estate brokerage covering the same property or type of property covered by this Agreement. This paragraph shall survive termination.
6. **OTHER POTENTIAL BUYERS.** Buyer acknowledges that Broker may make known to other buyer clients or customers the same or similar properties as Buyer is seeking to acquire. Further, another buyer that Broker represents may wish to make an offer on the same property that Buyer intends to make an offer. Buyer consents to this activity and understands that Broker will not share details of Buyer's offer with the other buyer or the details of the other buyer's offer with Buyer.
7. **CONFIDENTIALITY OF YOUR OFFER.** Be aware that sellers and/or the Listing Brokers may not treat the existence, terms, or conditions of offers as confidential unless confidentiality is required by law, regulation, or by any confidentiality agreement between the parties.
8. **SMALL CLAIMS COURT, MEDIATION AND ARBITRATION.** If a dispute arises between the parties relating to this Agreement, the parties shall submit the dispute to mediation, jointly appoint a mediator and share equally in the costs of the mediation. NMAR Form 5118 - Information Sheet - Mediation Information for Clients and Customers. If the dispute cannot be resolved by mediation, and the amount in dispute is greater than the jurisdictional dollar limits of the applicable small claims court, then the dispute, controversy or claim arising out of or relating to this Agreement shall be settled by arbitration and shall be referred to the American Arbitration Association (“AAA”) for arbitration in accordance with AAA Rules of Arbitration. NMAR Form 5121 - Information Sheet – Arbitration. The parties agree to be bound by any resulting agreement or award. Judgment upon the award rendered may be entered and enforced in any court of competent jurisdiction. If the amount in dispute is equal to or less than the jurisdictional dollar limits of the applicable small claims court, either party may submit the dispute to small claims court prior to resolving the dispute through arbitration.
9. **EXPERT ASSISTANCE AND SERVICE PROVIDERS.** Broker advises Buyer to obtain expert assistance regarding legal, tax and accounting matters or matters relating to zoning, surveying, inspections, construction, hazardous materials, engineering, FIRPTA or other matters which are not within the expertise of Broker. If Broker(s) recommends any service provider, including but not limited to, contractors, inspectors, lenders, attorneys, or other professionals for any purpose, such recommendation shall be independently investigated and evaluated by Buyer, who hereby acknowledges that any decision to enter into any contractual arrangement with any such person or entity shall be based solely upon such independent investigation and evaluation. Broker shall have no liability with respect to such matters.



NEW MEXICO ASSOCIATION OF REALTORS® — 2026
BUYER BROKERAGE AGREEMENT – SHORT FORM



- 10. GOVERNING LAW AND VENUE. This Agreement is to be construed in accordance with and governed by the internal laws of the State of New Mexico.
11. ATTORNEY FEES AND COSTS. Should any aspect of this Agreement result in arbitration or litigation, the prevailing party of such action shall be entitled to an award of reasonable attorneys' fees and court cost.
12. ENTIRE AGREEMENT, ADDENDA IN WRITING. This Agreement, together with the any addenda and any exhibits referred to in this Agreement, contains the entire Agreement of the parties and supersedes all prior agreements with respect to the subject matter, which are not expressly set forth herein.
13. SEVERABILITY. If any portion of this Agreement is found by any court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.
14. AUTHORITY OF SIGNORS. If Buyer is a corporation, partnership, estate, trust, limited liability company or other entity, the person signing this Agreement on its behalf warrants their authority to do so and to bind the Buyer for which they are signing.
15. SURVIVAL OF OBLIGATIONS: The following provisions and paragraphs shall survive termination of this Agreement: 5, 8, 9, 10, 11, 12, 13, 15.
16. CONSENT TO THE ELECTRONIC TRANSMISSION OF DOCUMENTS AND TO THE USE OF ELECTRONIC SIGNATURES. The parties consent to conduct any business related to and/or required under this Agreement by electronic means, including, but not limited to the receipt of electronic records and the use of electronic signatures.

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

BUYER(S)

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

BUYER'S BROKERAGE

Buyer's Broker Signature Date Time
Buyer's Brokerage Firm Buyer's Broker's Qualifying Broker's Name and NMREC License No. Buyer's Broker's Email Address
Buyer's Broker Name Buyer's Broker's Team Name Office Phone Buyer's Broker's Cell Phone
Buyer's Brokerage Address City State Zip Code Broker [ ] is [ ] is not a REALTOR®

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



NEW MEXICO ASSOCIATION OF REALTORS® — 2026  
**ADVERSE MATERIAL FACTS**  
**(PROPERTY DISCLOSURE STATEMENT)**



**ATTENTION SELLER AND BUYER!**

Per the NMAR Purchase Agreements, Seller is required to disclose all Adverse Material Facts relating to the Property about which Seller has actual knowledge, including defects which the Buyer could determine through their own due diligence. *Failure to comply with this requirement could expose Seller to claims of breach of contract, misrepresentation and/or fraud.*

 **IMPORTANT DEFINITIONS** 

**ACTUAL KNOWLEDGE:** “ACTUAL KNOWLEDGE” means the Seller has direct and clear knowledge of things, without investigation, analysis, or review. Seller is under no obligation to conduct inspections to determine what Adverse Material Facts may exist on and/or around the Property, which is why it is important for Buyer to exercise their rights under the Purchase Agreement to fully inspect all aspects of the Property. This Disclosure Statement is strictly based on Seller’s ACTUAL KNOWLEDGE of ADVERSE MATERIAL FACTS relating to the Property as of the date Seller completes this Disclosure Statement.

**ADVERSE MATERIAL FACTS:** “ADVERSE MATERIAL FACTS” are facts that would affect the desirability or value of the property to a reasonable person.

**DISCLOSURE NOT REQUIRED:** Per New Mexico law, Seller is NOT required to disclose the following suspicions or facts, and no cause of action shall arise against a seller or any brokers involved in the transaction for failure to disclose the following suspicions or facts. Further, the failure to make a disclosure of any of the following shall not be deemed to be grounds for termination or rescission of any sale or exchange:

- The Property was the site of a natural death;
- The Property was the site of a homicide, suicide, assault, sexual assault or any other crime punishable as a felony; or
- The Property was owned or occupied by a person who was exposed to, infected with or suspected to be infected with the human immunodeficiency virus or diagnosed to be suffering from acquired immune deficiency syndrome or any other disease that has been determined by medical evidence as highly unlikely to be transmittable to others through the occupancy of improvements to real property or that is not known to be transmitted through the occupancy of improvements located on that real property.

**NEWLY DISCOVERED ADVERSE MATERIAL FACTS:** Adverse Material Facts which Seller discovers AFTER Seller has delivered their initial Adverse Material Facts Disclosure to Buyer. Newly Discovered Adverse Material Facts do not include Adverse Material Facts that Buyer becomes aware of through their own due diligence.

**REMEDIED ADVERSE MATERIAL FACTS:** An Adverse Material Fact that previously existed, but that Seller has replaced, repaired or otherwise remedied in such a way and to such an extent that Seller is confident that the Adverse Material Fact no longer exists. In order to feel confident that an Adverse Material Fact is a Remediated Adverse Material Fact, Seller must have had sufficient time and opportunity to observe the repair or replacement in order to confirm the repair or replacement remedied the Adverse Material Fact.

**PROPERTY:** ALL features, fixtures, elements and/or improvements located on the Property (e.g. homes, detached garages, carports, barns, studios, workshops, etc.), even if a specific element and/or improvement is not listed.

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



**NEW MEXICO ASSOCIATION OF REALTORS® — 2026  
ADVERSE MATERIAL FACTS  
(PROPERTY DISCLOSURE STATEMENT)**



**! IMPORTANT INSTRUCTIONS !**

**DISCLOSURE OF REMEDIATED ADVERSE MATERIAL FACTS.** Seller is not required to disclose Remediated Adverse Material Facts; HOWEVER, SEE BELOW.

**SELLER BEWARE:** If you elect not to disclose a Remediated Adverse Material Fact because you believe the issue has been fully remediated and it is later revealed that the repair, replacement or remedy did not in fact fully and completely remediate the issue, and as a result, the Buyer suffers damages, then you may be liable to the Buyer for those damages. For this reason, please consider the following:

1. Disclosing the Remediated Adverse Material Fact;
2. Disclosing how the Remediated Adverse Material Fact was remediated (for example, was it repaired or replaced); and
3. Providing any invoices paid to third-party vendors for the remediation of the Remediated Adverse Material Fact.

**BUYER:** You are encouraged to confirm with your own inspectors and/or appropriate professionals that any remediation of a Remediated Adverse Material Fact did in fact fully and completely remediate the Remediated Adverse Material Fact.

**DISCLOSURE IS REQUIRED EVEN IF SELLER DID NOT OCCUPY PROPERTY.** Seller is required to disclose all ADVERSE MATERIAL FACTS about which they have ACTUAL KNOWLEDGE, *even if they have never occupied the Property.*

**CHECK THE BOX AT THE END OF EACH SECTION TO INDICATE NO KNOWLEDGE OF ADVERSE MATERIAL FACTS.** If Seller has no ACTUAL KNOWLEDGE of ADVERSE MATERIAL FACTS relating to the feature, fixture, and/or element, check the box at the end of each section. NOTE: EVERY SECTION SHOULD EITHER DISCLOSE AN ADVERSE MATERIAL FACT RELATING TO THAT SECTION OR INDICATE THAT SELLER HAS NO KNOWLEDGE OF ADVERSE MATERIAL FACTS RELATED TO THAT ELEMENT OF THE PROPERTY.

**NEWLY DISCOVERED ADVERSE MATERIAL FACTS.** Seller MUST update this Disclosure Statement *promptly* after discovery of any Newly Discovered Adverse Material Facts (NMAR Form 1110A – Addendum to Adverse Material Facts Disclosure Statement). Buyer’s right to object to the Newly Discovered Adverse Material Facts is set forth in the Purchase Agreement.

**EXAMPLES PROVIDED ARE NOT ALL INCLUSIVE.** Each element of the Property listed include several specific examples of features or fixtures associated with that element of the Property. Neither the list of elements, nor the list of examples, includes all possible elements of the Property or features associated with those elements. Seller’s disclosures should NOT be limited to the examples provided.

**ATTACH AN EXHIBIT IF MORE SPACE IS NEEDED.** If more space is required to disclose ADVERSE MATERIAL FACTS for any given section or for an issue for which there is no section, attach an exhibit (NMAR Form 2200) indicating the section number, if applicable, and the Adverse Material Facts being disclosed.

**INFORMATION SHEETS AVAILABLE.** Buyers and Sellers are encouraged to request copies of the information sheets referenced in this Adverse Material Facts Disclosure Statement. For a complete list of information sheets available through NMAR, ask your Broker.



**NEW MEXICO ASSOCIATION OF REALTORS® — 2026  
ADVERSE MATERIAL FACTS  
(PROPERTY DISCLOSURE STATEMENT)**



**SELLER PROVIDES THIS DISCLOSURE STATEMENT IN ORDER TO DISCLOSE TO BUYER(S) AND PROSPECTIVE BUYER(S) ADVERSE MATERIAL FACTS CONCERNING THE PROPERTY ABOUT WHICH SELLER HAS ACTUAL KNOWLEDGE.**

**DISCLOSURE STATEMENT TO BE COMPLETED BY SELLER, NOT BROKER**

**This Disclosure Statement involves certain real property located at:**

Address (Street, City, State, Zip Code)

---

Legal Description

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or see metes and bounds or other legal description attached as Exhibit \_\_\_\_\_, \_\_\_\_\_ County(ies), New Mexico.

**AUTHORIZATION AND HOLD HARMLESS:** Seller hereby authorizes Listing Broker to provide a copy of this Disclosure Statement to any person or entity in connection with any actual or anticipated sale of the Property. Seller further agrees to indemnify and hold Listing Broker and Brokerage harmless from all claims for damages based upon the disclosures made in this Disclosure Statement and for Seller's failure to disclose any **ADVERSE MATERIAL FACTS** known to the Seller.

**SELLER REPRESENTATIONS:** Seller affirms that the information contained in this Disclosure Statement is correct to Seller's **ACTUAL KNOWLEDGE** as of the date signed by Seller. Seller warrants that he/she has prepared this Disclosure Statement and any attachments hereto and that this Disclosure Statement encompasses all **ADVERSE MATERIAL FACTS** concerning the Property that are actually known to the Seller as of the date signed by Seller. If Seller becomes aware of any changes in the foregoing information, Seller shall update this Disclosure Statement promptly after discovery. If the Property is part of a Common Interest Community, this Disclosure Statement is limited to the Property or Unit itself, unless otherwise indicated.

**Seller to check all that apply:**

- Seller currently occupies the Property. \_\_\_\_\_ (beginning date).
- Seller occupied the Property from \_\_\_\_\_ to \_\_\_\_\_ (dates).
- Seller has never occupied the Property.
- Property is currently leased.
- Property includes a residential dwelling(s) built prior to 1978.
- Property is located within a HOA (Homeowners' Association), COA (Condominium Owners' Association) or other Owners' Association.
- Property is located within a PID (Property Improvement District).
- Property includes a Manufactured, Modular or Off-site Built Home(s).
- Property is located within governmentally designated flood plain or wetland area.
- Seller obtained a Pre-Inspection Report prior to listing the Property.



**NEW MEXICO ASSOCIATION OF REALTORS® — 2026  
ADVERSE MATERIAL FACTS  
(PROPERTY DISCLOSURE STATEMENT)**



**EXAMPLES PROVIDED ARE NOT ALL INCLUSIVE.** Each element of the Property listed include several specific examples of features or fixtures associated with that element of the Property. Neither the list of elements, nor the list of examples, includes all possible elements of the Property or features associated with those elements. **Seller’s disclosures should NOT be limited to the examples provided.**

**1. ACCESS (Easements, Private, Public, Shared Road Agreements, etc.)**

*Describe any known issues such as: Legal Disputes Concerning Access, Uninsurable Access, Individuals/entities who/that access or cross any part of the Property or otherwise utilize the Property.*

*If checked, Seller affirms no actual knowledge of adverse material facts regarding these elements*

**2. APPLIANCES (Dishwashers, Dryers, Microwaves, Refrigerators, Ranges, Washers, etc.)**

*Describe any known issues such as: Inefficient and/or Inoperable Appliances/Components.*

*If checked, Seller affirms no actual knowledge of adverse material facts regarding these elements*

**3. BASEMENTS AND/OR SUBTERRAIN CONSTRUCTION**

*Describe any known issues such as: Evidence of water, flooding, seepage, moisture, inoperable sump pump, etc.*

*If checked, Seller affirms no actual knowledge of adverse material facts regarding these elements*

**4. BUILDING/STRUCTURAL/FOUNDATION (Ceilings, Doors, Exterior/Interior Walls, Flooring, Foundation, Slabs, Windows, etc.)**

*Describe any known issues such as non-closing door and windows; unlevel floors; cracks in walls, ceilings, stucco, fireplace, concrete slabs/sidewalks; sagging beams and headers; foundation piers/posts/anchors/support, etc.*

*If checked, Seller affirms no actual knowledge of adverse material facts regarding these elements*



**NEW MEXICO ASSOCIATION OF REALTORS® — 2026  
ADVERSE MATERIAL FACTS  
(PROPERTY DISCLOSURE STATEMENT)**



**5. BUILT-IN SYSTEMS (Central Vacuum, Garage Openers, Intercoms, Security Systems, Smart House Technology, etc.)**

*Describe any known issues such as: Damaged or inoperable system or missing components, etc.*

*If checked, Seller affirms no actual knowledge of adverse material facts regarding these elements*

**6. DOMESTIC WATER SUPPLY (Associations, City/Municipal, Community, Private or Shared Wells, Storage Tanks, etc.)**

**DOMESTIC WATER WELLS**

**Well Type?:**

Private Well     Shared Well

*If well is shared, check applicable:*

Well Share Agreement in place?  YES  NO

**Well Meter?:**  YES  NO

**Location of Well:**  ON PROPERTY.  OTHER: \_\_\_\_\_

*Describe any known issues such as: Inefficient and/or Inoperable Systems; Low Production; Poor Water Quality; Usage Restrictions (drought or legal); Contamination; Unpermitted Well or Cancelled Well Permit; Notice of Change of Permitted Water Usage Allowance; Inability to obtain NMOSE permit for repair or replacement; other known defects or concerns: \_\_\_\_\_*

*If checked, Seller affirms no actual knowledge of adverse material facts regarding these elements*

**7. FLOODING (Building, Property, Arroyos, Riverbeds, etc.)**

*Describe any known issues such as: Damage Caused by Inefficient, Inoperable and/or Broken Pipes, Interior or Exterior Flooding, Improper Draining, Grading Problems, Standing Water, etc.*

*If checked, Seller affirms no actual knowledge of adverse material facts regarding these elements*



**NEW MEXICO ASSOCIATION OF REALTORS® — 2026  
ADVERSE MATERIAL FACTS  
(PROPERTY DISCLOSURE STATEMENT)**



**8. HAZARDOUS, ENVIRONMENTAL AND TOXIC**

*Describe known issues such as: Asbestos, Clandestine Drug Laboratories, Environmentally Sensitive Area, Landfill or Waste Dump, Cannabis Production, Mold, Radon, Reports of Lead-Based Paint, Underground Storage Tanks, etc.*

*If checked, Seller affirms no actual knowledge of adverse material facts regarding these elements*

**9. HEATING AND/OR COOLING SYSTEMS**

*Describe any known issues such as: Inefficient and/or Inoperable System(s), Rooms without Heating and/or Cooling, etc.*

*If checked, Seller affirms no actual knowledge of adverse material facts regarding these elements*

**10. INSURANCE CLAIMS**

*Is the Property uninsurable? If "yes", please explain why.*

*Describe any claim such as: Fire, Hail, Smoke and/or Water Damage, etc. Describe if insurance proceeds, if received, were used to remediate the subject of the claim.*

*If checked, Seller affirms no actual knowledge of adverse material facts regarding these elements*



NEW MEXICO ASSOCIATION OF REALTORS® — 2026  
ADVERSE MATERIAL FACTS  
(PROPERTY DISCLOSURE STATEMENT)



**11. IRRIGATION RIGHTS AND SYSTEMS** (*Ditches, Irrigation Wells used for agricultural or commercial irrigation beyond domestic or one-acre yard/garden uses, Pivots, Sprinklers, etc. NOT Domestic Wells*)

*Describe any known issues such as: Disputed Rights, Failing and/or Inoperable Systems, Low Production Ditches or Wells, Restrictions (legal or drought), etc.*

*If checked, Seller affirms no actual knowledge of adverse material facts regarding these elements*

**12. NOISE, ODORS AND/OR POLLUTION** (Does NOT include noise, odors and/or pollution in areas directly adjacent or surrounding the Property, which issues are governed by Paragraph 21 of NMAR Form # 2104 – Purchase Agreement – Residential Resale)

*Describe any known issues such as: Continuous or Periodic Noise in/on the Property, Continuous or Periodic Odors in/on the Property, Pet Odors in/on the Property, etc.*

*If checked, Seller affirms no actual knowledge of adverse material facts regarding these elements*

**13. PEST OR ANIMAL INFESTATION AND/OR DAMAGE**

*Describe any known issues such as: Damage caused by Animals, Rodent Infestation, Termites, etc.*

*If checked, Seller affirms no actual knowledge of adverse material facts regarding these elements*

**14. PLUMBING** (*Gas Lines, Radiant Heating, Sprinkler Systems, Water Heaters, Water Supply Lines, etc.*)

*Describe any known issues such as: Leaks, Inefficient and/or Inoperable Systems, Inferior Products (i.e., Entran II, Kitec, Polybutylene), etc.*

*If checked, Seller affirms no actual knowledge of adverse material facts regarding these elements*



NEW MEXICO ASSOCIATION OF REALTORS® — 2026  
ADVERSE MATERIAL FACTS  
(PROPERTY DISCLOSURE STATEMENT)



**15. POOLS, SPAS AND/OR SAUNA (Covers, Equipment, Liners, Surface, etc.)**

*Describe any known issues such as: Abandoned pools/spas/saunas, Inefficient or Inoperable Systems (e.g., filters, motors, pumps), Leaks, etc.*

*If checked, Seller affirms no actual knowledge of adverse material facts regarding these elements*

**16. RENEWABLE ENERGY (Hydropower, Solar, Wind Turbines, etc.)**

*Describe any known issues such as: Inefficient and/or Inoperable Systems (e.g. Batteries, Converters, Panels, Turbines), etc.*

*If checked, Seller affirms no actual knowledge of adverse material facts regarding these elements*

**17. ROOF SYSTEM, GUTTERS AND/OR DOWNSPOUTS (PARAPETS, SKYLIGHTS/SOLAR TUBES)**

*Describe any known issues such as: Leaks, Deterioration, Inefficient and/or Inoperable Systems, Ponding, Clogged Gutters, and/or Downspouts, etc.*

*If checked, Seller affirms no actual knowledge of adverse material facts regarding these elements*

**18. SEWER AND/OR SEPTIC SYSTEM(S)**

*Describe any known issues such as: Back-ups, Clogging, Inefficient and/or inoperable Leach Field, Cracked or Leaking Holding Tanks, Sewer Line Intrusion(s), Improperly Abandoned System(s), Requirement to hook-up to City/Community/Municipal Sewer, etc.*

*If checked, Seller affirms no actual knowledge of adverse material facts regarding these elements*



**NEW MEXICO ASSOCIATION OF REALTORS® — 2026  
ADVERSE MATERIAL FACTS  
(PROPERTY DISCLOSURE STATEMENT)**



**19. SOIL, VEGETATION AND/OR LANDSCAPING**

*Describe any known issues such as: Contaminated and/or Non-Fertile Soil, Diseased and/or Dying and/or Infested Plants/Trees/Shrubs, etc., Sprinklers/Drip System issues or Lack of Coverage.*

*If checked, Seller affirms no actual knowledge of adverse material facts regarding these elements*

**20. SUPPLEMENTAL WATER SUPPLY (AGRICULTURAL/LIVESTOCK) (Dirt Tanks, Livestock Wells, Ponds, Storage Tanks, Streams, etc.)**

*Describe known issues such as: Inefficient and/or Inoperable Systems, Low Supply/Production, Poor Quality, Restrictions (Legal or Drought), etc.*

*If checked, Seller affirms no actual knowledge of adverse material facts regarding these elements*

**21. USE, ZONING AND/OR LEGAL**

*Describe any known issues such as: Citations from Government Entity, First Right of Refusal, Historic Overlay, Judgments, Lawsuits or Legal Proceedings, Liens, Recipients of Class Action Lawsuit (Kitec, Polybutylene, etc.), Un-Permitted Construction and/or Repairs, Violations of New Mexico Subdivision Act, etc.*

*If checked, Seller affirms no actual knowledge of adverse material facts regarding these elements*

**22. WIRING (Cable, Electrical, Ethernet, Telephone, etc.)**

*Describe any known issues such as: Aluminum wiring, Faulty Systems, Faulty Wiring, Limited Internet, Non-Functioning Switch or Receptacle, etc.*

*If checked, Seller affirms no actual knowledge of adverse material facts regarding these elements*



**NEW MEXICO ASSOCIATION OF REALTORS® — 2026  
ADVERSE MATERIAL FACTS  
(PROPERTY DISCLOSURE STATEMENT)**



**23. OTHER RIGHTS**

*Have any rights been severed from the Property or leased to a third party (mineral, water, etc.). If “yes”, please describe details of severance and/or lease and provide all applicable documents.*

*If checked, Seller affirms no actual knowledge of adverse material facts regarding this issue*

**24. OTHER**

**IMPORTANT NOTICE TO SELLER(S) AND BUYER(S)**

**The PURCHASE AGREEMENT, NOT this DISCLOSURE STATEMENT, determines whether an item is included or excluded from the sale.**

**SELLER(S) warrants that the information herein is true, correct, and complete to the best of the Seller’s ACTUAL KNOWLEDGE and belief as of the date signed by Seller.**

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

**BUYER’S DUE DILIGENCE: This Disclosure Statement is not a substitute for any inspections the Buyer may wish to obtain.** Buyer is advised to exercise all his rights under and in accordance with the Purchase Agreement to investigate the Property. Unless otherwise waived, Buyer(s) may complete any and all inspections of the Property that he deems necessary. The Buyer’s rights to object to inspections and terminate the Agreement based on inspections are set forth in the Inspections Paragraph of the Purchase Agreement. Buyer is advised to thoroughly review those rights and understand the process. **The fact this Disclosure Statement fails to disclose an adverse material fact concerning a particular feature, fixture, and/or element of the Property DOES NOT imply that the same is free of defects.**

**BUYER(S) acknowledges receipt of this DISCLOSURE STATEMENT.**

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



NOTICE OF OBJECTION

NO. \_\_\_\_\_



**! ATTENTION BUYER AND SELLER !**

- **THIS IS NOT AN AGREEMENT.** This form is for use in negotiating Buyer’s objections. This form does NOT create an agreement between the parties as to how to resolve Buyer’s objections and can NOT be used for that purpose. If the parties come to an agreement regarding how to resolve Buyer’s Objections, the parties shall execute NMAR Form 5143 – Resolution Addendum.
- **CONSULT WITH LENDER.** A Resolution Addendum, or other items agreed to by the parties after the Purchase Agreement is fully executed, may alter the terms of the Purchase Agreement and require disclosure by Buyer to Buyer’s lender. Buyer is encouraged to consult Buyer’s lender prior to making these Objections, as the Resolution Addendum which the parties may be required to execute following these objections may:
  - have a detrimental impact on the Buyer’s ability to get the loan;
  - cause delays in the lender’s processing and funding of the loan by Closing; and
  - cause the lender to require further inspections and/or repairs.
- **SELLER’S RESPONSE TO THIS OBJECTION.** If in Seller’s response to this Objection, Seller agrees to cure all of Buyer’s objections in the manner requested by Buyer, then per the NMAR Purchase Agreements the parties are obligated to execute a Resolution Addendum reflecting that agreement.

This Notice of Objection relates to the 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.

**1. BUYER’S NOTICE OF OBJECTION(S) IS BASED ON THE FOLLOWING:**

- A.  Inspection (Home, Mold, Roof, etc.)
- B.  Document (Survey, ILR, HOA Disclosure, etc.)
- C.  Buyer’s Observations
- D.  Other \_\_\_\_\_

**! ATTENTION BUYER AND BUYER’S BROKER – EARNEST MONEY AT RISK !**

Unless otherwise modified by an addendum, the following provisions are stated in NMAR Form 2104 – Residential Resale Purchase Agreement.

**Under the Inspection/Documents/Due Diligence Objection and Resolution paragraph, if Buyer timely elects to terminate the Purchase Agreement or timely elects to make objections and the parties cannot come to Resolution on Buyer’s objections, then any Earnest Money delivered shall be refunded to Buyer. However, notwithstanding Buyer’s right to a refund of Earnest Money under the Inspection/Due Diligence contingency, or any other contingency of the Purchase Agreement, if Buyer or Buyer’s Broker sends the entire inspection report to Seller or Listing Broker without a written request from Seller (“Buyer’s Inspection Default”), and the Purchase Agreement terminates for any reason, excepting Seller’s breach of the Purchase Agreement, Buyer shall forfeit any Earnest Money delivered.**

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NOTICE OF OBJECTION

NO. \_\_\_\_\_



2. DELIVERY OF DOCUMENTATION.

A. FOR REPAIRS/REPLACEMENT:

- i. If Buyer OBJECTS to an item on a document or survey/ILR, Buyer shall produce with his objection(s) a copy of the ENTIRE document or survey/ILR on which Buyer's objection(s) is based.
- ii. If Buyer OBJECTS to an item on an inspection report, Buyer shall produce with his objection(s) ONLY the SPECIFIC ITEMS of the report on which Buyer's objection(s) is based or shall incorporate ONLY those SPECIFIC ITEMS of the report into Paragraph 3 of this Notice. **Buyer or Buyer's Broker SHALL NOT send the entire inspection report or the video of the inspection unless requested by Seller in writing. Upon Seller's written request for the report or video, Buyer shall provide said inspection report or video within three (3) days of Seller's request. Buyer shall provide said inspection report to Seller WITHOUT payment or other compensation.**

B. FOR SELLER CREDIT OR PRICE MODIFICATION:

- i. If Buyer OBJECTS to an item or items on an inspection report, and is requesting a Seller credit or purchase price modification, **Buyer shall NOT produce with this request ANY part of the report or video on which the Buyer's objection(s) is based and shall NOT list the items on which the request is based, unless Seller requests a list of the items or a copy of the inspection report or video in writing**
- ii. **Upon Seller's written request for a list, the report or any portion thereof, or the video, Buyer shall provide said list, inspection report or portion thereof, or video within three (3) days of Seller's request. Buyer shall provide said inspection report or video to Seller WITHOUT payment or other compensation.**

3. BUYER REQUESTS THE FOLLOWING:

**REPAIR/REPLACE:** Buyer objects and gives notice to Seller that the following items are unsatisfactory and requests the following cures to the following unsatisfactory conditions:

Preview Only

If checked, additional space is required and Exhibit \_\_\_\_\_ (NMAR Form 2200) is attached.



NOTICE OF OBJECTION

NO. \_\_\_\_\_

**SELLER CREDITS:** Buyer objects and requests the following amount in Seller credits: \$ \_\_\_\_\_

**PRICE MODIFICATION:** Buyer objects and requests the following price modification: \$ \_\_\_\_\_

**BUYER(S)**

\_\_\_\_\_  
Buyer Signature Printed Name Date Time

\_\_\_\_\_  
Buyer Signature Printed Name Date Time

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

**SELLER'S OPTIONS**

**IF THE PARTIES REACH A RESOLUTION, IT IS NOT REQUIRED THAT THIS OBJECTION FORM BE ATTACHED TO OR INCLUDED WITH THE RESOLUTION ADDENDUM UNLESS SPECIFICALLY REQUESTED BY BUYER'S LENDER, IF APPLICABLE.**

**OPTION A:** If Seller agrees to cure all of Buyer's Objections in this Notice, the parties shall complete and sign NMAR Form 5143 – Resolution Addendum incorporating all of Buyer's objections and Seller's agreement to cure those objections.

**OPTION B:** If Seller Does NOT Agree to Cure ALL of Buyer's Objections in this Notice, Seller shall complete NMAR Form 5142 – Response to Notice of Objections in which Seller states the objections, if any, that Seller IS willing to cure.

**BUYER'S WITHDRAWAL OF OBJECTIONS**

**If the parties are unable to reach a Resolution by the Resolution Deadline, then Buyer shall have two (2) days from the Resolution Deadline to provide written notification to Seller that Buyer is withdrawing all objections on which the parties have not come to Resolution (NMAR Form 5144 – Buyer's Withdrawal of Objections). If Buyer does NOT withdraw unresolved objections within two (2) days of the Resolution Deadline, then THE PURCHASE AGREEMENT SHALL TERMINATE and Earnest Money, if delivered, shall be refunded to Buyer.**

**In withdrawing this Notice of Objections, Buyer understands that Seller will not be responsible for repairing or otherwise remedying those objections for which Resolution has not been reached.**

**By signature below, Buyer withdraws this Notice of Objection and elects to proceed to Closing**

\_\_\_\_\_  
Buyer Signature Printed Name Date Time

\_\_\_\_\_  
Buyer Signature Printed Name Date Time

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



**NEW MEXICO ASSOCIATION OF REALTORS® — 2026**  
**RESPONSE NO. \_\_\_\_\_**  
**TO NOTICE OF OBJECTION NO. \_\_\_\_\_**



**! ATTENTION BUYER AND SELLER !**

- **THIS IS NOT AN AGREEMENT.** This form is for use in negotiating Buyer’s objections. This form does NOT create an agreement between the parties as to how to resolve Buyer’s objections and can NOT be used for that purpose. If the parties come to an agreement regarding how to resolve Buyer’s objections, the parties shall execute NMAR Form 5143 – Resolution Addendum.
- **RESPONSE TO THIS NOTICE:**
  - **If Seller or Buyer, as applicable, agrees to the Response in this Notice, that party shall complete and sign NMAR Form 5143 – Resolution Addendum to the Purchase Agreement incorporating the applicable Buyer’s objections and Seller’s agreement to cure and submit it to the other party for signature. BY SIGNATURE TO THIS RESPONSE, THE PARTY WHO PROPOSED THIS RESPONSE IS OBLIGATED TO SIGN A RESOLUTION ADDENDUM REFLECTING THIS RESPONSE, PROVIDED THE RESOLUTION ADDENDUM ACCURATELY REFLECTS THE PROPOSAL SET FORTH IN THIS RESPONSE.**
  - **If Seller or Buyer, as applicable, does NOT agree to the Response in this Notice, that party may complete NMAR Form 5142 – Response to Notice of Objection in which the party states their proposed response. Notwithstanding the foregoing, if in Seller’s response to Buyer’s initial objections, Seller does not agree to cure ALL of Buyer’s objections in the manner requested by Buyer, then Buyer may elect to terminate the Purchase Agreement and receive a refund of any Earnest Money delivered.**
  - **IF THE PARTIES REACH A RESOLUTION, IT IS NOT REQUIRED THAT THIS RESPONSE FORM BE ATTACHED TO OR INCLUDED WITH THE RESOLUTION ADDENDUM UNLESS SPECIFICALLY REQUESTED BY BUYER’S LENDER, IF APPLICABLE.**
- **CONSULT LENDER.** A Resolution Addendum, or other items agreed to by the parties after the Purchase Agreement is fully executed, may alter the terms of the Purchase Agreement and require disclosure by Buyer to Buyer’s lender. Buyer is encouraged to consult Buyer’s lender prior to entering into a Resolution Addendum, as the Resolution Addendum may:
  - **have a detrimental impact on the Buyer’s ability to get the loan;**
  - **cause delays in the lender’s processing and funding of the loan by Closing; and**
  - **cause the lender to require further inspections and/or repairs.**

This Response to Notice of Objection relates to the 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.

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**NEW MEXICO ASSOCIATION OF REALTORS® — 2026**  
**RESPONSE NO. \_\_\_\_\_**  
**TO NOTICE OF OBJECTION NO. \_\_\_\_\_**



SELLER'S  BUYER'S RESPONSE TO NOTICE OF OBJECTIONS OR RESPONSE, AS APPLICABLE:

For Preview ONLY

If checked, additional space is required and Exhibit \_\_\_\_\_ (NMAR Form 2200) is attached.

**⚠ RESOLUTION DEADLINE EXTENDED ⚠**  
**Per NMAR Purchase Agreements**

**Notwithstanding the Resolution Deadline, the last party to receive a response prior to the Resolution Deadline (“Receiving Party”) shall have two (2) days from delivery of the response to accept or reject the response, meaning that the Resolution Deadline shall automatically extend if necessary to provide the Receiving Party two (2) days to accept or reject the response. Failure by the Receiving Party to execute and deliver a Resolution Addendum accepting the terms of the last presented response by the Resolution Deadline (as extended by this Paragraph) shall be deemed a rejection of the terms of the last presented response.**

**BUYER OR SELLER SUBMITTING THIS RESPONSE**

\_\_\_\_\_  
 Signature Printed Name Date Time

\_\_\_\_\_  
 Signature Printed Name Date Time

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



**NEW MEXICO ASSOCIATION OF REALTORS® — 2026  
SELLER'S REQUEST FOR ALL/SECTIONS  
OF THE INSPECTION REPORT**



**⚠ ATTENTION BUYER AND SELLER ⚠**

**SELLER:**

- The report or section(s) of the report which you are requesting may contain adverse material facts about the Property which you will be required to disclose to a subsequent buyer if the current transaction fails to close.
- Copyright language or similar language in the report may prevent you from sharing the report or sections of the report with a subsequent buyer. If the report contains language preventing the sharing of the report, but the inspector is willing to allow you to share the report or sections of the report with a subsequent buyer, see NMAR Form 5119 – Inspection Copyright Release. If the inspector will not allow you to share the report, you will need to transfer the adverse material facts contained in the report or the sections of the report you requested onto NMAR Form 1110 – Adverse Material Facts Property Disclosure Statement or update an Adverse Material Facts Form that you already created (NMAR Form 1110A – Supplement to Adverse Material Facts (Property Disclosure Statement)).
- You are only entitled to a copy of the inspection report if the Purchase Agreement terminates based on inspections and you request a copy of the inspection report within **five (5) days** after full execution and delivery of the Termination Agreement.

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

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

This request for all or sections of the Inspection Report is related to the Purchase Agreement dated \_\_\_\_\_, 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 \_\_\_\_\_, \_\_\_\_\_ County(ies), New Mexico.

**SELLER REQUESTS THE FOLLOWING: (check all that apply)**

- A.  THE ENTIRE INSPECTION REPORT, VIDEO AND/OR DOCUMENT (check all that apply)**
- Home Inspection Report
  - All Reports, Videos and/or Documents on which Buyer's objections or termination are based
  - Other: \_\_\_\_\_
  - Other: \_\_\_\_\_
- B.  THE SECTION(S) OF THE REPORT(S) UPON WHICH BUYER'S REQUEST FOR PRICE REDUCTION, SELLER CREDITS OR TERMINATION IS BASED.**

**SELLER(S)**

Seller Signature \_\_\_\_\_ Printed Name \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

Seller Signature \_\_\_\_\_ Printed Name \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

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# NEW MEXICO ASSOCIATION OF REALTORS® — 2026 LISTING AGREEMENT – EXCLUSIVE RIGHT TO SELL



## PART I – BROKERS DUTIES

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

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

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

**SECTION B:** In addition to the above duties, a broker owes the following Broker Duties to the buyer(s) and/or seller(s) to whom the broker is directly providing real estate services, regardless of the scope and nature of those services.

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



NEW MEXICO ASSOCIATION OF REALTORS® — 2026 LISTING AGREEMENT – EXCLUSIVE RIGHT TO SELL



PART II -OTHER REQUIRED DISCLOSURES

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

Check if Applicable

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

Name of Transaction Coordinator: \_\_\_\_\_

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

- 3. [ ] ADVERSE MATERIAL FACTS. Explain any adverse material facts related to the Property or Transaction about which the Broker has actual knowledge. \_\_\_\_\_

SELLER'S DISCLOSURES

- 1. NEW MEXICO REAL ESTATE LICENSEE. Seller [ ] IS [ ] IS NOT a licensed New Mexico real estate broker.
2. OTHER LISTING AGREEMENTS. By signing below, Seller warrants that they are NOT subject to another existing listing agreement on the property identified in the Listing Agreement.

SELLER(S)

Seller Signature Printed Name Date Time

Seller Signature Printed Name Date Time

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

SELLER'S BROKER(S)

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

Seller's Broker Name Seller's Broker's Team Name Office Phone Seller's Broker's Cell Phone

Seller's Brokerage Address City State Zip Code Broker [ ] is [ ] is not a REALTOR®

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

Seller's Broker Name Seller's Broker's Team Name Office Phone Seller's Broker's Cell Phone

Seller's Brokerage Address City State Zip Code Broker [ ] is [ ] is not a REALTOR®



NEW MEXICO ASSOCIATION OF REALTORS® — 2026 LISTING AGREEMENT – EXCLUSIVE RIGHT TO SELL



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

THE LISTING AGREEMENT-EXCLUSIVE RIGHT TO SELL IS BY AND BETWEEN BROKERAGE FIRM, ("Brokerage") AND ("Seller").

1. EXCLUSIVE SERVICES. Seller grants to Brokerage the exclusive right to sell the real property described in Para. 2. Unless otherwise provided in an addendum hereto, Listing Broker ("Broker") shall act as Seller's Transaction Broker and NOT as Seller's Agent; therefore, Broker shall owe Seller the Broker Duties set forth on Cover Page I, but shall NOT owe Seller fiduciary duties. It is the parties' intention to minimize the likelihood that Seller shall be held liable for the acts and omissions of the Broker and to eliminate the possibility that Broker is held liable to Seller under agency law. Broker shall not serve as a property manager under this agreement. If a property management relationship is desired, such relationship must be established through a separate agreement between Seller and Broker.

2. PROPERTY.

A. Address (Street, City, State, Zip Code)

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

B. Type:

- RESIDENTIAL: Resale, New Construction, Site Built, Manufactured Housing, Modular, Off-Site built, Residential Investment (Rental)
COMMERCIAL: Office, Industrial, Warehouse, Specialty Retail, Shopping
VACANT LAND
FARM AND RANCH
OTHER:

C. OTHER RIGHTS. Unless otherwise provided herein, Seller shall convey to Buyer all existing wind, solar, water and mineral rights appurtenant to the Property. Is Seller aware of any wind, solar, water or mineral rights that have been severed from the Property? Yes No If "Yes", explain

D. FIXTURES, EXCLUSIONS AND PERSONAL PROPERTY.

i. FIXTURES. The Property shall include all Fixtures, free of all liens, including, but not limited to, the following Fixtures if such Fixture exists on the Property, unless otherwise excluded as stated in Para. 2(D)(ii). A Fixture is defined as an article, which was once personal property, but which has now become a part of the Property because the article has been fastened or affixed to the Property. Fastened/affixed means that removal of the article causes damage to the real property, even if such damage is minor and/or can be repaired. If a unit contains components, some of which are Fixtures and some of which are Personal Property, and a Fixture component of the unit relies on one or more Personal Property components to function as it is intended to do so, then ALL components together are considered a Fixture and shall remain together, unless otherwise provided herein.

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**NEW MEXICO ASSOCIATION OF REALTORS® — 2026  
LISTING AGREEMENT – EXCLUSIVE RIGHT TO SELL**



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

ii. **EXCLUSIONS. IT IS THE SELLER'S RESPONSIBILITY TO ENSURE THAT THESE EXCLUSIONS ARE CONTAINED IN THE FINAL PURCHASE AGREEMENT.** The following items are excluded from the sale: \_\_\_\_\_

iii. **PERSONAL PROPERTY.** The following existing Personal Property, if checked, shall remain with the Property, shall be the actual Personal Property that is present as of the date Buyer submits the offer, shall not be considered part of the premises, and shall be transferred with no monetary value, free and clear of all liens and encumbrances. Personal Property is defined as a moveable article that is NOT affixed or attached to the Property.

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Unattached window covering(s)            | <input type="checkbox"/> Freestanding Range(s)  | <input type="checkbox"/> Storage Shed(s)   |
| <input type="checkbox"/> Audio component(s)                       | <input type="checkbox"/> Kitchen Refrigerator(s)  | <input type="checkbox"/> Unattached fireplace grate(s)   |
| <input type="checkbox"/> Video component(s)                       | <input type="checkbox"/> Other Refrigerator(s)  | <input type="checkbox"/> Unattached fireplace screen(s)  |
| <input type="checkbox"/> Decorative mirror(s) above bath vanities | <input type="checkbox"/> Garage door remote(s) # _____  | <input type="checkbox"/> Unattached outdoor fountain(s) & equipment                                |
| <input type="checkbox"/> Dryer(s)                                 | <input type="checkbox"/> Microwave(s)   | <input type="checkbox"/> TV(s)   |
| <input type="checkbox"/> Washer(s)                                | <input type="checkbox"/> Freezer(s)   | <input type="checkbox"/> Unattached Hot Tub(s)   |
| <input type="checkbox"/> Unattached outdoor lighting              | <input type="checkbox"/> Satellite receiver(s) with access cards (if owned by Seller and if transferable) | <input type="checkbox"/> Pool & spa equipment including any mechanical or other cleaning system(s) |
| <input type="checkbox"/> OTHER: _____                             |   |  |

3. **TERM.** The term of this Agreement shall begin on \_\_\_\_\_ and terminate at 11:59 p.m. Mountain Time on \_\_\_\_\_. If a property is under contract or the Seller is negotiating a written offer with a Buyer on the date this Agreement would otherwise terminate, the term shall automatically be extended through closing or other final disposition of the Property. The word "Term" as used in this Agreement shall include all extensions.

4. **LISTING PRICE.** The listing price shall be \$ \_\_\_\_\_  
Other terms and conditions: \_\_\_\_\_



**NEW MEXICO ASSOCIATION OF REALTORS® — 2026  
LISTING AGREEMENT – EXCLUSIVE RIGHT TO SELL**



**5. DUAL REPRESENTATION AND UNREPRESENTED BUYERS.**

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

- i. Broker.** Broker  **WILL or**  **WILL NOT** provide Dual Representation in a transaction. If Broker is willing to provide Dual Representation, then in order for Broker to provide Dual Representation, Seller would have to consent to Dual Representation below. If Broker will not provide Dual Representation, then Broker will inform a buyer who is not working with a buyer’s broker that either the buyer will need to obtain their own buyer’s broker to assist them in the transaction or the buyer will need to proceed as an Unrepresented Buyer in the transaction.
- ii. Seller.** Seller  **DOES or**  **DOES NOT or**  **NOT APPLICABLE** consent to Dual Representation in a transaction. **IMPORTANT NOTE TO SELLER: If both Seller and Broker agree to Dual Representation, Broker may learn of adverse material facts related to the Property in the course of representing the buyer in the transaction. In this event, if that transaction should terminate, Broker is required by law to disclose those adverse material facts to subsequent potential buyers.**

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

- i. Listing Broker**  **WILL or**  **WILL NOT** show/open the Property to Unrepresented Buyers. **Per MLS Rules, if Broker is strictly working on behalf of Seller when showing the Property; Broker is not required to have a Buyer Broker Agreement with the buyer; however, if Broker is also representing the Buyer, Broker is required to have a Buyer Broker Agreement with the buyer.**  
**IMPORTANT NOTE TO SELLER:** If Broker is not willing to open/show the Property for/to an Unrepresented Buyer, Seller understands that the Unrepresented Buyer will have **no access** to the Property. **By selecting “WILL NOT” and signing this Agreement, Seller is agreeing that Broker is NOT obligated to open/show the Property for/to an Unrepresented Buyer.**
- ii. Listing Broker**  **WILL or**  **WILL NOT** provide NMAR Forms to an Unrepresented Buyer. **IMPORTANT NOTE TO SELLER:** If Broker is not willing to provide NMAR forms to an Unrepresented Buyer, Broker will likely not be familiar with the forms used by the buyer, including, but not limited to, the offer to purchase; and unless Broker is also a licensed New Mexico attorney, Broker is prohibited by New Mexico law from providing Seller with legal advice regarding the offer/forms buyer presents. Seller will need to seek legal advice on such forms from a licensed New Mexico real estate attorney.  
**By selecting “WILL NOT” and signing this Agreement, Seller warrants they agree that Broker is NOT obligated to provide NMAR forms to an Unrepresented Buyer.**  
If Broker is willing to provide NMAR forms for use by a buyer who would not otherwise have access to NMAR forms, See – NMAR Form 1208 – Notice to Unrepresented Buyer; and NMAR Form 1208A - Use of NMAR Forms by Unrepresented Party.

**6. COMPENSATION.** New Mexico Gross Receipts Tax (“GRT”) shall be added to all amounts set forth herein. In accordance with New Mexico law, the GRT Rate shall be based on the location of the Property.  
**GRT Location Code \_\_\_\_\_ (to be completed by Broker).**

**IMPORTANT NOTE TO LISTING BROKERAGE:** This Agreement does not contemplate that the Listing Brokerage will offer compensation to a buyer’s brokerage. This Agreement intends that if Seller is willing to compensate a buyer’s brokerage, Seller will negotiate that compensation with the buyer’s brokerage directly through Form 4660 or with the buyer directly through the Purchase Agreement. If after explaining the benefits of allowing the Seller to negotiate the buyer’s brokerage compensation directly with the buyer’s brokerage or buyer, Seller still elects to have the Listing Brokerage offer compensation to the buyer’s brokerage out of the Listing Brokerage’s compensation, then per the National Association of REALTORS® Code of Ethics and applicable law, the Seller and Listing Brokerage would need to create an addendum to this Agreement that addresses how the Listing Brokerage will be compensating a buyer’s brokerage. To understand the benefits of allowing Seller to directly negotiate the buyer brokerage commission with the buyer’s brokerage or buyer, review NMAR Form 1100 - Information Sheet - Brokerage Compensation.



**NEW MEXICO ASSOCIATION OF REALTORS® — 2026  
LISTING AGREEMENT – EXCLUSIVE RIGHT TO SELL**



**A. TO LISTING BROKERAGE IN THE EVENT OF SALE.** If during the term of this Agreement, the Property is sold through Brokerage, Seller, or any other source, Seller agrees to pay Brokerage the following compensation (“Listing Brokerage Sales Compensation”). The term "sale" and "sell" or any conjugation thereof shall include Seller’s grant of an option to purchase the Property, an exchange of the Property and all other transfers of any interest in the Property.

\$ \_\_\_\_\_; or \_\_\_\_\_ % of purchase price of Property; or Other: \_\_\_\_\_.

**ACKNOWLEDGMENT BY SELLER:** By signature to this Agreement, Seller understands the amount of compensation paid by a Seller to the Listing Brokerage or any amount that Seller has agreed to pay to a buyer’s brokerage, is NOT dictated by MLS rules, the local, state or National Association of REALTORS® or local, state or national law. Seller agrees that the Listing Brokerage Sales Compensation and any buyer brokerage compensation agreed to in this Para. 6 is an amount that the Seller and Listing Brokerage have freely negotiated and agreed upon.

Seller’s Initials: \_\_\_\_\_

**ONLY Check the Following if Applicable.**

**UNREPRESENTED BUYER.** An *Unrepresented Buyer* is a buyer in the transaction who is not working with a Broker or with any other buyer’s broker in the transaction. In the event of an Unrepresented Buyer, Seller agrees that IN ADDITION to the above Compensation, Seller shall pay Brokerage:  
\$ \_\_\_\_\_; or \_\_\_\_\_ % of purchase price of Property or  
Other: \_\_\_\_\_.

**B. TO BUYER’S BROKERAGE IN THE EVENT OF SALE.** Seller is under NO obligation to compensate the buyer’s brokerage that represents the buyer in the sale of the Property.

Seller  IS willing  IS NOT willing to compensate the buyer’s brokerage.

If Seller is willing to compensate a buyer’s brokerage, Seller  IS willing  IS NOT willing to commit to an amount of compensation before receiving/reviewing the offer. If Seller is willing to commit to paying a buyer’s brokerage prior to receiving/reviewing an offer, then buyer’s brokerage would execute NMAR Form 4660 – Seller’s Compensation to Buyer Brokerage – PRIOR to the buyer submitting an offer, and deliver it to Listing Broker. Listing Broker is authorized to disclose Seller’s directive to the Buyer’s Brokers/Brokerages in accordance with this Paragraph. **IMPORTANT NOTE:** A buyer’s brokerage may not receive from an individual source or multiple sources (Listing Broker, Seller and/or Buyer) more than the amount the buyer agreed to pay the buyer’s brokerage in the Buyer Brokerage Agreement.

**C. TO LISTING BROKERAGE DURING PROTECTION PERIOD.** Brokerage shall be entitled to the Listing Brokerage Sales Compensation if the sale of the Property is made by Seller within \_\_\_\_\_ days after the term of this Agreement (the “Protection Period”) to persons who were introduced to the Property during the Term of this Agreement, PROVIDED that Broker submits to Seller a notice or other writing, either before or within five (5) days after the end of the Term, which discloses the names of the prospective buyers or their brokers. Notwithstanding, it shall not be necessary to provide the name(s) of any buyer who has made an offer to purchase the Property. Except as otherwise provided herein, the Protection Period shall terminate upon Seller entering into a written exclusive listing agreement with another licensed New Mexico real estate broker. If at ANY time, a Buyer who obtained an option to purchase during the term of this Agreement exercises that option, Seller shall pay Brokerage the Listing Brokerage Sales Compensation; **this provision WILL CONTINUE TO APPLY even if Seller enters into a written exclusive listing agreement with another licensed real estate broker.**

**D. TO LISTING BROKERAGE FOR OTHER EVENTS.** The parties agree that if any of the following events shall occur, that actual damages suffered by the Brokerage will be difficult to determine with certainty; therefore the parties agree that Seller shall pay Brokerage compensation as follows: \_\_\_\_\_ PLUS New Mexico GRT. If amount is based on a percentage, the percentage shall be based on the Listing Price or other amount as set forth below.

- i. If during the term of this Agreement, Brokerage, Seller or anyone else produces or finds a buyer ready, willing and able to purchase the Property at the price offered in this Agreement and on terms reasonable and customary for a sale of this type AND Seller refuses to contract with the potential Buyer;
- ii. If during the term of this Agreement, Brokerage, Seller or anyone else produces or finds a buyer ready, willing and able to purchase the Property at a price and on terms acceptable to Seller as evidenced by Seller’s acceptance of the buyer’s offer AND Seller defaults on the purchase agreement by refusing to close on the sale of the Property, Compensation shall be based on purchase price as set forth in purchase agreement signed by Seller;
- iii. If during the term of this Agreement, Property is made unmarketable by Seller’s voluntary act;



**NEW MEXICO ASSOCIATION OF REALTORS® — 2026  
LISTING AGREEMENT – EXCLUSIVE RIGHT TO SELL**



- iv. If during the term of this Agreement, the Property is withdrawn from sale (not to include temporary withdrawal from MLS/marketing, not to exceed 30 days);
- v. If during the term of this Agreement, Seller otherwise breaches this agreement in a manner including, but not limited to refusing to cooperate with Broker/Brokerage or unilaterally terminating this Listing Agreement.

E.  **FORFEITURE OF EARNEST MONEY (Check if applicable.)** Notwithstanding the foregoing, upon forfeiture of Earnest Money by a prospective buyer, Brokerage shall be entitled to one-half the earnest money, not to exceed Brokerage’s compensation set forth above.

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

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

**If Seller is offering Seller assistance/concessions to buyer, this assistance/these concessions are:**

- In ADDITION to compensation the Seller will pay the Buyer’s Brokerage**
- In LIEU OF (instead of) any compensation Seller will pay the Buyer’s Brokerage**

**Seller will offer Seller Assistance/Concessions to buyer in the amount of \$ \_\_\_\_\_ or \_\_\_\_\_ % of purchase price of Property or Other: \_\_\_\_\_.**

Buyer may use Seller Assistance/Concessions towards buyer closing costs including, but not limited to, recording fees, the appraisal fee, inspection costs, loan origination fees, property improvements and buyer brokerage compensation. If Seller offers Seller Assistance/Concessions, Broker is authorized to promote the Assistance/Concessions in any and all advertising, including the MLS, subject to the rules of the applicable MLS.

**8. COMPENSATION FOR LEASE.  Does Apply  Does Not Apply**

A. In the event Seller elects to lease the Property, Seller agrees to pay Brokerage the following amount as compensation for the lease of the property: \_\_\_\_\_

PLUS New Mexico GRT upon the occurrence of any of the following. In accordance with New Mexico law, the GRT shall be based on the location of the Property. For GRT Location Code, See Para. 11.

- i. If during the term of this Agreement, the Property is leased through Brokerage, Seller or any other source; OR
- ii. The lease of the Property is made by Seller within \_\_\_\_\_ days after the term of this Agreement (the "Protection Period") to persons who are introduced to the Property during the term, PROVIDED HOWEVER, that Brokerage submits to Seller a notice or other writing, either before or within five (5) days after the end of the Term, which discloses the names of prospective tenants or their brokers. It shall not be necessary to provide the name(s) of any buyer or tenant who has offered to buy or lease the Property. Except as provided in Para. 6(C), the Protection Period shall terminate upon Seller entering into a written exclusive listing or property management agreement with another licensed real estate broker to lease the Property.

B. If Seller enters into a lease agreement during the term of this Agreement or the Protection Period, with respect to any holdovers or renewals of the lease, regardless of whether this Listing Agreement or the Protection Period has expired, Seller agrees to pay a compensation of \_\_\_\_\_. In the event this paragraph is left blank, the compensation shall be the lease compensation as set forth in Para. 8(A) above. **This Para. 8(B) shall NOT terminate upon Seller entering into a written exclusive listing agreement with another licensed real estate broker.**

C. Notwithstanding the foregoing, nothing herein creates a property management agreement with Seller, and Brokerage assumes NO property management responsibilities. If a property management relationship is desired, such relationship must be established through a separate agreement between Seller and Broker.

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

- A. Assist Seller in locating qualified buyers;
- B. Assist Seller in completing any necessary paperwork for the purchase or lease (as applicable) of the Property, including, but not limited to counteroffers, addenda and responses to buyer objections;
- C. Assist Seller in monitoring pre-closing and closing procedures;
- D. Unless otherwise waived by Buyer, prior to accepting an Offer to Purchase; (1) request from the County Assessor the Estimated Property Tax Levy with respect to the Property, specifying the listed price as the value of the Property to be used in the estimate, and; (2) provide a copy of the Assessor's response in writing to the prospective Buyer(s) or the Buyer's Broker.
- E. To cooperate with brokers representing potential and actual buyers, unless otherwise directed by Seller.

**10. SELLER OBLIGATIONS. Seller agrees to the following. These obligations are ongoing throughout the Listing Agreement and any Purchase Agreement into which Seller enters, unless otherwise provided for in the Purchase Agreement.**



**NEW MEXICO ASSOCIATION OF REALTORS® — 2026  
LISTING AGREEMENT – EXCLUSIVE RIGHT TO SELL**



- A. To provide to Brokerage all available data, records, and documents relating to the Property;
- B. Until Seller enters into a Purchase Agreement, to allow Broker or cooperating Brokers to show the Property at reasonable times and upon reasonable notice;
- C. To refer to Broker all inquiries relating to the sale/lease of the Property;
- D. To respond to all offers presented. If Seller is rejecting an offer, Seller agrees to complete the “Rejects Offer” box on the offer, if such a provision exists on the offer or to otherwise provide some written rejection of the offer;
- E. To commit no act which might tend to obstruct Broker's performance under this Agreement;
- F. In the event of a sale, to provide all documents necessary to complete the sale;
- G. To provide an Adverse Material Facts Disclosure Statement (NMAR Form 1110). Per the NMAR Form 2104 — Purchase Agreement — Residential Resale, Seller is required to disclose known adverse material facts concerning the property;
- H. To inform Broker if Seller is or begins using any audio or video surveillance systems in/on the Property. Seller  IS  IS NOT using any audio or video surveillance in/on the Property. If applicable, type of surveillance  audio  video; and
- I. To secure all pets, valuables, medication, and weapons accordingly when the Property is made available for showings; Broker does not guarantee the security of any of the foregoing against acts of third parties. See Release of Liability, Para. 15.
- J. To notify Listing Broker of any hazardous conditions that exist on the Property.

**11. OFFERS.**

- A. **Oral Offers.** Broker shall NOT be required to submit to Seller **ORAL** offers to purchase or lease the Property.
- B. **Offers Received After Contract.** If Seller enters into a written agreement for the sale or lease of the Property, unless that agreement is terminated, or the interest of the Buyer is forfeited, Broker  shall  shall not be required to submit additional offers to Seller.
- C. **Offer Letters.** An Offer Letter is a letter written by a buyer interested in purchasing a home that often provides personal information about the buyer and includes reasons why the buyer wishes to purchase the home and/or reasons why, from the buyer’s perspective, the seller should sell the home to that particular buyer. In a competitive market, with multiple buyers interested in a home, Offer Letters may assist a seller in determining to whom the seller wishes to sell. **However, sellers should be cautious in accepting Offer Letters from buyers, as Offer Letters have the potential to expose a seller to a claim of discrimination under the Federal Fair Housing Act, as well as the New Mexico Human Rights Act.** Both of these Acts prohibit discriminating against buyers based on their inclusion in certain protected classes (See. Para. 20). Offer Letters may include personal facts about a Buyer that would indicate to a seller that the buyer falls into one of these protected classes. If/When a seller decides not to sell their home to the buyer who wrote the Offer Letter, that buyer may believe, and therefore claim the reason the Seller rejected the buyer's offer was because the buyer was a member of one of those protected classes.  
Seller  **WILL**  **WILL NOT** accept Offer Letters from buyers.

**12. SELLER AUTHORIZATIONS**

- A. **AUDIO/VIDEO SURVEILLANCE.** In the event Seller is using or begins to use audio or video surveillance, Broker is authorized to notify other brokers and/or buyers of such use by any means appropriate as determined by Broker in Broker’s sole discretion.
- B. **USE OF LISTING CONTENT; INTELLECTUAL PROPERTY LICENSE**
  - i. If Seller(s) authorizes Broker to submit the Property's listing information to the MLS, Seller understands and agrees that all content relating to the Property provided by Seller to Broker, including, but not limited to photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, remarks, narratives, pricing information and other copyrightable elements ("Seller Listing Content"), or any content otherwise obtained or produced by Broker in connection with this Agreement ("Broker Listing Content"), and any changes to the Seller Listing Content or the Broker Listing Content, may be filed with one or more MLSs and be included in compilations of listings; and
  - ii. Seller(s) understand(s) and acknowledges that the MLS will disseminate the Property's listing information to all MLS Brokers who operate Internet web-sites, as well as on-line providers such as www.realtor.com and that the information on those web-sites may generally be available to the public, further distributed and reproduced; and
  - iii. Seller hereby grants to Broker a non-exclusive, irrevocable, worldwide, royalty free license to use, sublicense through multiple tiers, publish, display and reproduce the Seller Listing Content, to prepare derivative works of



**NEW MEXICO ASSOCIATION OF REALTORS® — 2026  
LISTING AGREEMENT – EXCLUSIVE RIGHT TO SELL**



the Seller Listing Content and to distribute the Seller Listing Content or any derivative works thereof.

This non-exclusive license shall survive the termination of this Agreement.

**C. BUYER BROKERS/BUYERS ACCESS TO PROPERTY.** Subject only to the restrictions listed below, Seller authorizes Broker to allow buyer brokers and/or buyers access to the interior and exterior of the Property. **Broker is NOT responsible for verifying that a buyer has a Buyer Broker Agreement with a brokerage. Restrictions:**

- NONE
- If Tenant Occupied, subject to required notice under the law. Name and Contact Information of Property Manager, if applicable: \_\_\_\_\_
- List Restrictions: \_\_\_\_\_

**D. BROKER CONSENT REQUIRED TO MODIFY.**

The following Seller's authorizations serve as material inducement for formation of this agreement and may not be withdrawn without Broker's written consent. Seller's attempt at non-compliance with this provision constitutes interference with Broker's ability to perform under this Agreement and a material default of this Agreement, which entitles Broker to all remedies available through law and/or equity.

**SELLER AUTHORIZES:**

**i. MLS:**

**MLS.** Brokerage to list the Property with the MLS of the local Board or Association of REALTORS®. Broker is required to adhere to all MLS Rules and Regulations, which includes reporting the terms of the sale to the MLS. **NMAR Form 1820 — Information Sheet – Multiple Listing Service.**

**a.** If Property will be entered into the MLS, but not within 48 hours of the beginning Term Date, complete the following: Brokerage shall begin marketing the Property in the MLS within 48 hours of:

\_\_\_\_\_ (Date) or  \_\_\_\_\_ (Event).

**b.** If Seller elects not to enter the Property into the MLS (“Office Exclusive”) or elects to enter the Property into the MLS and limit MLS marketing in some manner (“Delayed Marketing” or “Coming Soon”, if available through Brokerage’s MLS), **attach NMAR Form 1104 - MLS Marketing Modification Addendum.**

**ii. INTERNET.** Broker to place Property and/or allow the MLS to place Property for display on the Internet through MLS data feeds to public-facing websites. With the exception of removal from Brokerage’s and other MLS participants’/subscribers’ websites, under **NO** circumstances shall Broker be responsible for removing the listing from websites of online providers. If Seller does not want the Property to be displayed on the Internet, then the listing will not appear on ANY Internet sites, including, but not limited to realtor.com, zillow.com or the listing Brokerage’s website, and consumers who conduct searches for listings on the Internet will not see information about the Property in response to their searches. **If Seller does not want the Property to appear on the Internet, attach NMAR Form 1104 - MLS Marketing Modification Addendum.**

**iii. SIGNAGE.**  YES  NO Broker to place a "For Sale" sign on the Property, if not otherwise prohibited;

**iv. KEYS.**  YES  NO Broker to provide keys to other Brokers and authorized personnel to show the Property, and to permit access for marketing, inspections, repairs and appraisals;

**v. PROPERTY INFORMATION.**  YES  NO Broker to obtain information about the Property, such as utility bills, loan information, documents, surveys or ILR's, appraisals, etc.;

**vi. LOCKBOX.**  YES  NO Installation of a lockbox on the Property to show the Property. A lockbox is a locked container on the Property in which a key is placed. The lockbox may be opened by a key, combination or programmer key, permitting access to the Property. Seller acknowledges that a lockbox and any other keys left with or available to Broker will permit access to the Property by Broker or any other broker, with or without potential purchasers or tenants, even when Seller or occupant is absent. Seller further acknowledges that, from time to time, unauthorized persons may have gained access to properties using lockboxes. Seller acknowledges that neither the Brokerage, Broker, nor any Board or Association of REALTORS® is insuring Seller or occupant against theft, loss or vandalism resulting from any such access.

**Location of Lockbox:** \_\_\_\_\_ **Seller’s Initials:** \_\_\_\_\_

**vii. PHOTOGRAPHY.**  YES  NO In accordance with state and federal law, Broker to take and/or contract with a third-party vendor to take photographs and/or video ("Images") of the Property, including aerial (drone) Images, and to use such Images to market the Property as Broker deems appropriate. **SELLER BE AWARE: Other brokers and/or buyers viewing the home may take photographs and/or videos of the home, both**



**NEW MEXICO ASSOCIATION OF REALTORS® — 2026  
LISTING AGREEMENT – EXCLUSIVE RIGHT TO SELL**



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

viii. OTHER: \_\_\_\_\_

**E. NO BROKER CONSENT REQUIRED TO MODIFY.** Seller may modify Seller's authorization below at any time with written notice to Broker.

i. **OFFERS.** Broker to divulge  **terms**  **existence of offers** on the Property in response to inquiries from buyers or cooperating brokers. If Seller has authorized Broker to divulge terms of other offers, attach NMAR Form 1103 – Seller’s Authorization - Purchase Offer Terms.

ii. **OPEN HOUSES BY OTHER BROKERS.** (check all that apply). Broker to authorize  Associate and Qualifying brokers within Broker’s Brokerage\* and/or  Qualifying Brokers outside Brokers Brokerage to hold an Open House of Property. **\*IMPORTANT NOTE TO BROKERS:** Per NMREC rules, associate brokers (“AB”) under the same qualifying broker (“QB”) can hold open houses for one another. ABs under different QBs **WITHIN THE SAME BROKERAGE** can hold open houses for one another **IF** the independent contractor agreement between the AB holding the open house and his/her QB allows the AB to conduct work for other QBs within the brokerage. **Only QBs can hold open houses for brokerages other than their own and ABs engaging a QB from another brokerage to hold an Open House should notify his/her QB.**

iii. **PROPERTY ADDRESS; AVMS; BLOGGING. THIS SECTION ONLY APPLIES IF SELLER HAS AUTHORIZED BROKER TO PLACE PROPERTY ON THE INTERNET.** Upon written notice to Broker of any change in Seller's authorizations, Broker shall transmit the request to the MLS. Some, but not necessarily all, websites to which the listing is disseminated may have features that either allow viewers to make comments about the Property that can be seen by others viewing the Property listing (blogging) or that provide a link to comments made by others about the Property. Additionally, those websites may include with the Property Listing an automated estimate of the market value of the Property or a link to the estimate.

a. Seller(s)  **does**  **does not** want the address of the listed Property to be displayed on the Internet. If Seller(s) indicates that he/she does not want the Property address to be displayed on the Internet, then the Property will be disseminated via the Internet, but the Property address will not appear in conjunction with the listing.

b. Seller(s)  **does**  **does not** want the viewers of the Property to have the capability to provide comments (blog) about the Property. If Seller(s) indicates that he/she does not want the blogging feature activated, then this feature will be disabled on all MLS participants'/subscribers’ Internet websites. **However, this feature may still appear on the Internet websites of other on-line providers that are not MLS participants/subscribers.**

c. Seller(s)  **does**  **does not** want the site operator to allow/provide an automated estimate of the value of the Property (AVM) or a link to the same. If Seller(s) indicates that he/she does not want the AVM feature activated, then this feature will be disabled on all MLS participants'/subscribers’ Internet websites. **However, this feature may still appear on the Internet websites of other on-line providers that are not MLS participants/subscribers.**

d. OTHER: \_\_\_\_\_

**F. REPORTING FALSE INFORMATION.** If Seller(s) believes that information about the Property appearing on another MLS participant's website is false, they should notify the listing Broker who shall bring the false information to the specific website operator, along with an explanation as to why the information is false. The website operator shall have the obligation under MLS Policy to remove any false information. **Information found on some public-facing websites may be inaccurate; however, Broker has limited and in some cases no ability to remove false information from non-MLS participants'/subscribers’ websites.**

**13. TENANT OCCUPIED PROPERTY. If Property is currently tenant-occupied, then Seller must obtain written consent from Tenant for the following and provide such consent to Broker: NMAR Form 2110 – Tenant’s Consent to Photograph/Videograph:**

**A.** To photograph/videograph the inside of the Property. If Seller is unable to obtain such authorization, Broker shall not photograph or videograph the inside of the Property; Broker shall only photograph/videograph the Property from the public street;

**B.** To hold an "Open House" to allow prospective Buyers to inspect the Property. If Seller is unable to obtain such authorization, Broker shall not hold an "Open House" of the Property. **IMPORTANT NOTE TO SELLER:** Tenant's grant of consent allowing Broker to hold an "Open House" does **not** obligate Broker to do so.



NEW MEXICO ASSOCIATION OF REALTORS® — 2026 LISTING AGREEMENT – EXCLUSIVE RIGHT TO SELL



14. SELLER WARRANTIES; REPRESENTATIONS.

A. WARRANTIES.

- i. AUTHORITY/OWNER OF RECORD: Except as otherwise disclosed to Broker in writing, the person or persons designated as Seller above and in the signature block of this Agreement is owner of record of the Property and has the authority to enter into this Agreement. Seller further warrants that there are no other owners of record of the Property, unless otherwise indicated:
ii. INSURANCE: Seller has and shall maintain insurance covering personal injury on and property damage to the Property and shall continue to do so during the Term of this Agreement. In the event the Property is or becomes vacant during the term of this Agreement, Seller shall notify Seller's casualty insurance company and obtain any endorsement necessary to maintain insurance coverage.
iii. SELLER PROVIDED INFORMATION: Seller has accurately disclosed to Broker all adverse material facts and information concerning the Property known to Seller, including, but not limited to: all material information relating to the connection to a public sewer system, septic tank or other sanitation system; the existence of any tax, judgment or other type of lien; the presence of any infestation by wood-destroying pests or organisms; and any current damage to any portion of the Property, such as the roof, electrical, plumbing, etc.. During the term of this Agreement, Seller agrees to continue disclosing to Broker all additional information of the type required by the preceding sentence promptly after Seller becomes aware of any such information.
iv. INTELLECTUAL PROPERTY LICENSE. Seller Listing Content, and the license granted to Brokerage for the Seller Listing Content, do not violate or infringe upon the rights, including any copyright rights, of any person or entity. Seller acknowledges and agrees that as between Seller and Brokerage, all Broker Listing Content is owned exclusively by Brokerage, and Seller has no right, title or interest in or to any Brokerage Listing Content.

B. REPRESENTATIONS.

- i. Unless otherwise provided herein, there are no delinquencies or defaults under any Deed of Trust, Mortgage, or other Encumbrance on the Property and the Property is not subject to any current litigation: Explain Defaults/Delinquencies:
ii. Is this a Short Sale? YES NO If yes, attach NMAR Form 2109 — Short Sale Addendum to Listing Agreement.
iii. Is Seller currently involved in any bankruptcy proceedings? YES NO If yes, Seller should determine what, if any implications, such bankruptcy may have on the sale of the Property.
iv. Is Seller currently involved in a loan modification? YES NO. If yes, Seller should determine what, if any implications, such loan modification may have on the sale of the Property.
v. Is the Seller receiving benefits from any employer, relocation company or other entity that provides benefits to Seller when selling the Property YES NO. If yes, provide name.
vi. Does any person/entity have an Option or a Right of First Refusal ("RFR") to Purchase the Property? YES NO. If yes, provide a copy of the Option or RFR to Purchase.

15. HOLD HARMLESS; INDEMNIFICATION; RELEASE.

A. HOLD HARMLESS AND INDEMNIFICATION. Seller shall hold harmless and indemnify Brokerage and Broker from any liability or damages, including attorneys' fees, arising out of the following:

- i. incorrect or undisclosed information about the Property which Seller knew or should have known;
ii. claims for any personal injury to third-parties or damage to the personal property of third parties occurring on the Property, provided such injury and/or damage is not due to Broker or Brokerage's own negligent, reckless or intentional actions. Such damages or claims to include costs and attorney's fees;
iii. infringement of any copyright arising out of Brokerage's use of Seller Listing Content.

B. SELLER RELEASE. Provided the following damages, claims or liability do not arise from the intentional, reckless or negligent acts of Brokerage, Broker or cooperating Broker, Seller agrees that neither Brokerage, Broker, nor any cooperating Broker shall be liable for any damages or claims for any personal injury or damage to real or personal property caused by acts of third parties, including, but not limited to, vandalism and theft or to acts outside of the parties' control, including, but not limited to, acts of God and freezing water pipes. The Brokerage shall not be responsible for maintenance of the Property unless otherwise agreed to in writing.

16. AUTHENTICITY/VERACITY OF PRE-QUALIFICATION LETTER/PROOF OF FUNDS Neither Broker, nor Brokerage is responsible for verifying authenticity/veracity of a buyer's pre-qualification letter or a buyer's proof-of-funds letter or for determining buyer's creditworthiness.



**NEW MEXICO ASSOCIATION OF REALTORS® — 2026  
LISTING AGREEMENT – EXCLUSIVE RIGHT TO SELL**



- 17. SERVICE PROVIDER RECOMMENDATIONS.** If Broker/Brokerage recommends a service provider, including, but not limited to, a contractor, escrow company, title company, appraiser, lender, attorney, accountant, home inspection company or home warranty company, such recommendation shall be independently investigated and evaluated by Seller, who hereby acknowledges that any decision to enter into any arrangement with such person(s) or entity(ies) shall be based solely upon Seller’s independent investigation and evaluation.
- 18. INSPECTION REPORTS.** The NMAR Residential Purchase Agreement (NMAR Form 2104) provides that if buyer opts to terminate the Purchase Agreement after conducting inspections of the Property, the buyer is NOT required to provide a copy of the inspection report to Seller unless otherwise directed by the Seller in writing. Further, if buyer objects to issues identified during the inspection, the Buyer is only required to provide a copy of the **specific item** of the report on which the objection is based unless otherwise directed by Seller in writing. The Purchase Agreement is structured like this for the following reasons: 1) if Seller receives information regarding adverse material facts in the Property and the contract terminates, the Seller and Broker/Brokerage will be required to provide this information to subsequent buyers; and (2) many inspection reports contain copyright language prohibiting the customer (who in most cases is the buyer) from sharing, reproducing or distributing the report, which means that if the transaction terminates and Seller needs to disclose adverse material facts identified in the report to another buyer, Seller would need to transfer those facts into NMAR Form 1110A – Supplement to Adverse Material Facts(Property Disclosure Statement); Seller could not provide the entire report to another buyer.
- 19. FIRPTA.** The Foreign Investment in Real Property Tax Act of 1980 (“FIRPTA”) requires buyers who purchase real property from foreign sellers to withhold a portion of the amount realized from the sale of the real property for remittance to the Internal Revenue Service (“IRS”). In the event the seller(s) is NOT a foreign person, FIRPTA requires the buyer to obtain proof of the seller’s non-foreign status in order to avoid withholding requirements. Exceptions may apply. For more information, refer to NMAR Form 2304 – Information Sheet – FIRPTA & Taxation of Foreign Persons Receiving Rental Income from U.S. Property. In the event exceptions to FIRPTA do not apply, then by a deadline as set forth in the Purchase Agreement or prior to Closing if no date is specified in the Purchase Agreement, Seller(s) shall provide to Buyer or to a Qualified Substitute (generally, the Title Company) either a Non-Foreign Seller Affidavit(s) (NMAR Form 2303) OR a letter from the IRS indicating Seller(s) is exempt from withholding. **In the event Seller(s) fails to do so, Buyer shall have the right to unilaterally direct the Title Company to withhold the applicable percentage of the amount realized from the sale of the Property for remittance to the IRS in accordance with IRS requirements.**
- 20. NON-DISCRIMINATION.**
- A. RESIDENTIAL:** Seller understands that federal housing laws, the New Mexico Human Rights Act and the New Mexico Real Estate Commission Regulations prohibit discrimination in the sale, rental, appraisal, financing, or advertising of housing or other property on the basis of race, color, religion, sex, sexual orientation, gender identity, familial status, spousal affiliation, physical or mental handicap, national origin or ancestry and in some circumstances, age.
  - B. COMMERCIAL:** Seller understands that the New Mexico Human Rights Act prohibits discrimination in the sale or lease of any real property on the basis of race, religion, color, national origin, ancestry, sex, sexual orientation, gender identity, physical or mental handicap or spousal affiliation.
- 21. FARMS AND RANCHES.** The Agricultural Foreign Investment Disclosure Act ("AFIDA") requires disclosure of a transfer of interest in certain agricultural land (including farms and ranches) to or from a Foreign Person to the Farm Service Agency (FSA) within ninety (90) days of the transaction, on a form provided by the FSA. AFIDA does not apply to agricultural land if in the aggregate it is not more than ten (10) acres and if the gross annual receipts from sale of farm, ranch, farming or timber products do not exceed \$1,000.00. A "foreign person" is certain foreign corporations or a person who is not a citizen of the U.S. or U.S. territories, who is not a permanent resident and who is not paroled into the U.S. (NMAR 2304A — Information Sheet — AFIDA).
- 22. LEAD-BASED PAINT.** Are there buildings on the Property that were built prior to 1978?  YES  NO. If no, proceed to Para. 24.
- A. DISCLOSURE AND INFORMATION REQUIREMENTS:** If a residence on the Property was constructed before 1978, Seller **MUST** provide the following information to the Buyer. The Buyer should receive this information **BEFORE** making an offer on the Property. **Seller cannot legally accept Buyer's offer unless Buyer has received the following AND completed NMAR Form 5112 - Lead-Based Paint Addendum to the Purchase Agreement.**
    - i.** The pamphlet titled, "Protect Your Family from Lead in Your Home”.
    - ii.** Disclosure of known presence of lead-based paint and lead-based paint hazards;
    - iii.** A list and copies of all reports and records available to Seller pertaining to lead-based paint and lead-based hazards on the Property; and



**NEW MEXICO ASSOCIATION OF REALTORS® — 2026  
LISTING AGREEMENT – EXCLUSIVE RIGHT TO SELL**



- iv. A ten (10) day opportunity (or mutually agreed upon period) for the Buyer to conduct a risk assessment or inspection for the presence of lead-based paint hazards. Buyer may waive this opportunity (NMAR Form 5112 — Lead-Based Paint Addendum)
- B. REPAIRS AND RENOVATIONS;** If the Property falls under the Lead-Based Paint Renovation, Repair and Painting Program ("Program"), AND there have been renovations or repairs made to the Property that are governed by the Program, Seller  will  will not provide a Lead-Based Paint Renovation, Repair and Painting Disclosure Addendum (NMAR Form 5112A — Lead-Based Paint Renovation, Repair and Painting Disclosure Addendum.) For definitions of properties and renovations covered by the Program refer to NMAR Form 2315 — Information Sheet — Lead-Based Paint (LBP) Renovation, Repair and Painting.
- 23. PUBLIC IMPROVEMENT DISTRICT:** Is the Property located in a Public Improvement District ("PID")?  
 YES  NO. If yes, per New Mexico law, Seller is prohibited from accepting an offer to purchase until Seller has provided specific PID disclosures to the Buyer.
- 24. HOMEOWNERS'/CONDOMINIUM UNIT OWNERS' ASSOCIATION ("HOA/CUOA"):** Is Property located in an HOA OR CUOA?  YES  NO If yes, Per New Mexico law, Seller is required to provide specific HOA/CUOA disclosures to the buyer. For HOAs, see NMAR Form 4600 — Information Sheet - Homeowners' Association, NMAR Form 4650 — Seller's Disclosure of Homeowners' Association Documents and NMAR Form 4700 — Homeowners' Association Document and Disclosure Certificate. For CUOAs, see NMAR — Form 2356 — Condominium Association Information Sheet and NMAR Form 2302, Residential Re-Sale Condominium Addendum.
- 25. SMALL CLAIMS COURT, MEDIATION AND ARBITRATION.** If a dispute arises between the parties relating to this Agreement, the parties shall submit the dispute to mediation, jointly appoint a mediator and share equally in the costs of the mediation. NMAR Form 5118 — Information Sheet — Mediation Information for Clients and Customers. If the dispute cannot be resolved through mediation, and the amount in dispute is greater than the jurisdictional dollar limits of the applicable small claims court, then the dispute, controversy or claim arising out of or relating to this Agreement shall be settled by arbitration and shall be referred to the American Arbitration Association ("AAA") for arbitration in accordance with AAA Rules of Arbitration. NMAR Form 5121 - Information Sheet – Arbitration. The parties agree to be bound by any resulting agreement or award. Judgment upon the award rendered may be entered and enforced in any court of competent jurisdiction. If the amount in dispute is equal to or less than the jurisdictional dollar limits of the applicable small claims court, either party may submit the dispute to small claims court prior to resolving the dispute through arbitration.
- 26. EXPERT ASSISTANCE.** Broker advises Seller to obtain expert assistance regarding legal, tax and accounting matters or matters relating to zoning, surveying, inspections, construction, hazardous materials, engineering or other matters which are not within the expertise of Broker. **Broker shall have no liability with respect to such matters, provided Broker does not render advice on such matters.**
- 27. CONSENT TO THE ELECTRONIC TRANSMISSION OF DOCUMENTS AND TO THE USE OF ELECTRONIC SIGNATURES.** The parties consent to conduct any business related to and/or required under this Agreement by electronic means, including, but not limited to the receipt of electronic records and the use of electronic signatures. Subject to applicable law, electronic signatures shall have the same legal validity and effect as original handwritten signatures. Nothing herein prohibits the parties from conducting business by non-electronic means. If a party has consented to receive records electronically and/or to the use of electronic signatures, that party may withdraw consent at any point in the transaction by delivering written notice to the other party
- 28. ATTORNEY FEES AND COSTS.** Should any aspect of this Agreement result in arbitration or litigation, the prevailing party of such action, shall be entitled to an award of reasonable attorneys' fees and court costs.
- 29. TIME IS OF THE ESSENCE.** Time is of the essence with respect to the parties' performance under this Agreement
- 30. FORCE MAJEURE.** Seller or Broker shall not be required to perform any obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the obligation, or the availability of services, is disrupted, delayed, caused or prevented by Force Majeure. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fire, or other acts of God, unusual transportation delays, wars, insurrections, acts of terrorism, pandemics or diseases or any governmental authority taken in response to a pandemic. All time periods will be extended up to 10 days after the Force Majeure no longer prevents performance under this Agreement, provided, however, if such Force Majeure continues to prevent performance under this Agreement more than 30 days, then either party may terminate this Agreement by delivering written notice to the other. This provision applies whether or not the underlying applicable event is foreseeable at the time of execution of this Agreement.



NEW MEXICO ASSOCIATION OF REALTORS® — 2026
LISTING AGREEMENT – EXCLUSIVE RIGHT TO SELL



- 31. GOVERNING LAW AND VENUE. This Agreement is to be construed in accordance with and governed by the internal laws of the State of New Mexico...
32. SEVERABILITY. If any portion of this Agreement is found by any court of competent jurisdiction to be invalid or unenforceable...
33. HEIRS AND ASSIGNS. This Agreement shall apply to, be binding upon and enforceable against and inure to the benefit of the parties hereto...
34. AUTHORITY OF SIGNORS. If Seller is a corporation, partnership, estate, trust, limited liability company or other entity...
35. SURVIVAL OF OBLIGATIONS: The following provisions and paragraphs shall survive termination of this Agreement: 6(C), 25, 28, 30, 31, 32, 33, 34, 35, 37.
36. ADDITIONAL TERMS.

37. ENTIRE AGREEMENT, ADDENDA IN WRITING. This Agreement, together with the any addenda and any exhibits referred to in this Agreement, contains the entire Agreement of the parties and supersedes all prior agreements with respect to the subject matter, which are not expressly set forth herein.

- Agency Addendum (NMAR Form 1105)
MLS Marketing Modification Addendum (NMAR Form 1104)
Seller’s Authorization – Purchase Offer Terms Addendum (NMAR Form 1103)
Short Sale Addendum (NMAR Form 2109)
Other:
Other:

SELLER(S)

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

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

LISTING BROKERAGE

Listing Broker Signature Date Time
Listing Brokerage Firm Listing Broker’s Qualifying Broker’s Name and NMREC License No. Listing Broker’s Email Address
Listing Broker Name Listing Broker’s Team Name Office Phone Listing Broker’s Cell Phone
Listing Brokerage Address City State Zip Code Broker is is not a REALTOR®

Listing Broker Signature Date Time
Listing Brokerage Firm Listing Broker’s Qualifying Broker’s Name and NMREC License No. Listing Broker’s Email Address
Listing Broker Name Listing Broker’s Team Name Office Phone Listing Broker’s Cell Phone
Listing Brokerage Address City State Zip Code Broker is is not a REALTOR®



MLS MARKETING MODIFICATION



- This Addendum is to be used under the following circumstances:
  - Property listing will not be entered into the MLS; it will ONLY be made available to brokers within the Listing Brokerage (“Office Exclusive”); or
  - Property listing will be entered into the MLS and made available to all MLS participants/subscribers, but some aspects of marketing through the MLS will be limited (“Delayed Marketing” or “Coming Soon”).
- Important Terms: Also see NMAR Form 1820 – Information Sheet – Multiple Listing Service
  - IDX Feed: the transfer of MLS listing data from the MLS to the public-facing websites of all brokerages/brokers who subscribe to that specific MLS.
  - Syndication: the transfer of MLS listing data from the MLS to third-party, public-facing websites.
- Pursuant to local MLS rules, the MLS may require that this Addendum and/or additional documentation be completed and/or submitted to the MLS.
- Unless otherwise noted, Seller may modify this Addendum by giving written notice to the Listing Brokerage.

This Addendum is a part of the Listing Agreement ("Agreement") dated \_\_\_\_\_, 20\_\_\_\_ between \_\_\_\_\_ (“Seller”) and \_\_\_\_\_ (“The Listing Brokerage”) relating to the following Property:

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

Legal Description \_\_\_\_\_

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

**SELLER ACKNOWLEDGMENT:** When entered into the MLS, the Property listing is available for viewing by all brokers who participate in/subscribe to that MLS. Their local MLS is one of the first places a broker will visit when he/she has a customer who is looking to buy property. **Keep this in mind when selecting the Office Exclusive Option below.**

1.  **OFFICE EXCLUSIVE.** Listing Brokerage shall NOT enter the listing into the MLS. As a matter of local discretion, the MLS may still require the listing to be filed with the MLS. If filed with the MLS, the listing will not be published to MLS Participants/Subscribers or disseminated to third-parties.

**Terms of Sale:** If the Property is sold while in an Office Exclusive Status, then Broker  is permitted  is NOT permitted to enter the terms of the sale into the MLS after Closing, including the purchase price. If the sold price is entered into the MLS, it will not be disseminated to public facing websites. For the benefits of entering terms of sale into the MLS after Closing, see NMAR Form 1820 – Information Sheet – Multiple Listing Service.

**(Only Check if applicable)**  **The Listing Brokerage’s consent to modify this provision is required.**

**A. While in an Office Exclusive Status, the following applies:**

- i. With the exception of one-to-one, broker-to-broker communication, the listing will only be available to brokers within the Listing Brokerage and may NOT be shared with brokers outside the Listing Brokerage. One-to-one communication means private, direct conversations between a single broker from the Listing Brokerage and a single broker from another brokerage.
- ii. The Listing Brokerage may ONLY show the Property to buyers who are working with the Listing Brokerage.
- iii. Public marketing is NOT permitted. Public marketing includes, but is not limited to, yard signs, social media posts, email blasts, inclusion on the Listing Brokerage’s website, digital advertisements, flyers, multi-brokerage communications, and dissemination to public-facing websites through IDX feeds and syndication. **If any form of public marketing occurs while the listing is in Office Exclusive Status, the listing must be entered into the MLS within one (1) business day of such public marketing.**

**B. Time Period.** Subject to Para. 1(A)(iii) above, the listing shall remain in Office Exclusive Status for:

- The entire Term of the Listing Agreement**  \_\_\_\_\_ **Days from the beginning of the Term**
- Until this Date:** \_\_\_\_\_ . **MLS marketing will begin within 48hours of this Date.**
- Until this Event:** \_\_\_\_\_ **MLS marketing will begin within 48hours of this Event**

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MLS MARKETING MODIFICATION



WARNING TO SELLER: Some public-facing websites, such as Zillow.com and Trulia.com, require that your listing be made available for viewing on their website within one business day of any public marketing of the Property (see above for examples of "public marketing"). If your listing is originally entered into the MLS, and not made available for viewing on these websites within one business day of publicly marketing the Property, then these websites will exclude your listing from publication on their websites for the life of this Listing Agreement, even if you decide at some future date to make the listing available for publication on their websites.

SELLER'S ACKNOWLEDGEMENT. Through IDX feeds and syndication, the Property may be marketed on hundreds of public-facing websites, for maximum exposure of the Property listing. Keep this, and the above warning, in mind when selecting one of the following options.

- 2. [ ] DELAYED MARKETING. Listing Brokerage to enter the listing into the MLS under a Delayed Marketing Status. (Only Check if applicable) [ ] The Listing Brokerage's consent to modify this provision is required.
A. While in Delayed Marketing Status, the following applies:
i. The listing will be visible in the MLS to all MLS participants/subscribers of the MLS but will NOT be disseminated to public-facing websites through IDX feeds and/or syndication.
ii. ONLY the Listing Brokerage may market the Property. Otherwise, there are no restrictions on marketing.
iii. The Listing Brokerage may show the Property, and other MLS participants/subscribers may submit offers.
B. Time Period. Subject to MLS rules, the listing shall remain in Delayed Marketing Status for:
[ ] The entire Term of the Listing Agreement. [ ] \_\_\_ Days from the beginning of the Term
[ ] Until this Date: \_\_\_\_\_. MLS marketing will begin within 48 hours of this Date.
[ ] Until this Event: \_\_\_\_\_.
MLS marketing will begin within 48 hours of this Event.
3. [ ] COMING SOON. Not all MLSs offer a "Coming Soon" Status. If available, Listing Brokerage to enter the listing into the MLS under a Coming Soon Status. (Only Check if applicable) [ ] The Listing Brokerage's consent to modify this provision is required.
A. While in Coming Soon Status, the following applies:
i. The listing will be visible in the MLS to all MLS participants/subscribers of the MLS.
ii. Dissemination to public-facing websites [ ] is available [ ] is NOT available through Listing Brokerage's MLS while in the "Coming Soon" Status. If available, Seller [ ] does [ ] does NOT want the listing disseminated. If not available or Seller opts out of dissemination, see Warning Box at top of page.
iii. The Listing Brokerage may actively market the Property, but all public marketing, including dissemination to public-facing websites, if applicable, will/must clearly identify the Property as "Coming Soon."
iv. The Listing Brokerage may NOT show the Property to any buyers or brokers or hold an Open House.
C. Time Period. Subject to MLS rules, the listing shall remain in Coming Soon Status for:
[ ] The entire Term of the Listing Agreement. [ ] \_\_\_ Days from the beginning of the Term
[ ] Until this Date: \_\_\_\_\_. MLS marketing will begin within 48 hours of this Date.
[ ] Until this Event: \_\_\_\_\_.
MLS marketing will begin within 48 hours of this Event.

By signing this Addendum, Seller acknowledges all the marketing benefits available and does hereby waive the applicable benefits as indicated by Seller's selection in this Addendum for the period of time as set forth herein.

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

SELLER(S)

Seller Signature Printed Name Date Time

Seller Signature Printed Name Date Time

LISTING BROKERAGE(S)

Listing Broker Signature Printed Name Date Time

Listing Broker Signature Printed Name Date Time

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



ADDENDUM NO. \_\_\_\_\_

SELLER'S AUTHORIZATION - PURCHASE OFFER TERMS

This Addendum is a part of the Listing Agreement ("Agreement") dated \_\_\_\_\_, 20\_\_\_\_ between \_\_\_\_\_ ("Brokerage") 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 \_\_\_\_\_, \_\_\_\_\_ County(ies), New Mexico.

If Seller has consented in the Agreement to Brokerage divulging the terms of offers received on the Property in response to inquiries from buyers and buyer brokers, the parties agree that Brokerage shall disclose the following terms of all offers received. The terms selected below are to be made in writing to all brokerages that inquire through any means deemed appropriate by the Brokerage.

- 1. [ ] ALL INCLUSIVE NET PROCEEDS. For purposes of this this Addendum, "Net Proceeds" means the Purchase Price, plus Independent Consideration, minus the following if paid by the Seller: 1) payoffs on mortgages, loans, liens, and associated fees; 2) brokerage compensation; 3) closing costs; 4) other transaction-related expenses, including, but not limited to, fees set forth in the following paragraphs of this Purchase Agreement: Assessments, Costs to be paid, Inspections, and Home Warranty.
2. [ ] SPECIFIC NET PROCEEDS. For purposes of this Addendum, "Specific Net Proceeds" means the Purchase Price, plus Independent Consideration, minus any of the following checked boxes if paid by the Seller: [ ] Buyer Brokerage Compensation [ ] Inspection Costs [ ] Seller Concessions [ ] Cost To be Paid Grid [ ] Payoffs on mortgage(s) and/or Liens [ ] OTHER: [ ] Home Warranty [ ] Transaction related expenses [ ] OTHER: [ ] ALL OF THE ABOVE
3. [ ] SPECIFIC TERMS. Check all applicable. [ ] Appraisal Contingency [ ] Escalation Terms [ ] Offer Price [ ] Assignment [ ] Fixtures [ ] Personal Property [ ] Buyer Brokerage Compensation [ ] Home Warranty [ ] Possession Date [ ] Buyer Sale/Funding Contingency [ ] ILR/Survey [ ] Seller Concessions [ ] Closing Date [ ] Independent Consideration [ ] Buyer Assumed Solar Lien [ ] Costs to be Paid Grid [ ] Inspection Costs [ ] 1031 Tax Deferred Exchange [ ] Down Payment Financing Terms [ ] Inspection Waiver [ ] Expiration Date of Offer [ ] Earnest Money [ ] Loan Amount/Type [ ] OTHER: [ ] OTHER: [ ] ALL OF THE ABOVE

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

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**NEW MEXICO ASSOCIATION OF REALTORS® — 2026**  
**ADDENDUM NO. \_\_\_\_\_**  
**SELLER'S AUTHORIZATION - PURCHASE OFFER TERMS**



**SELLER(S)**

Seller Signature	Printed Name	Date	Time
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Seller Signature	Printed Name	Date	Time
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**LISTING BROKERAGE(S)**

Listing Broker Signature	Printed Name	Date	Time
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Listing Broker Signature	Printed Name	Date	Time
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If additional signature lines are needed, please use NMAR Form 1150 — Signature Addendum

SAMPLE



**NEW MEXICO ASSOCIATION OF REALTORS® — 2026  
FIRPTA WITHHOLDING - BUYER INSTRUCTIONS**



**THIS FORM TO USED IF/WHEN:** Buyer has not received and will not be receiving prior to or at Closing either: a Qualified Substitute Statement (“QSS”) from the Title Company for each Seller; OR a completed (with Tax Identification Information) Non-Foreign Seller Affidavit from each Seller; OR a letter from the Internal Revenue Service (“IRS”) that states that all Sellers are exempt from federal tax withholding.

**SELLER(S):** \_\_\_\_\_  
**BUYER(S):** \_\_\_\_\_  
**PROPERTY:** \_\_\_\_\_  
 Address (Street, City, State, Zip Code)

Legal Description  
 Or see metes and bounds description attached as Exhibit \_\_\_\_\_, \_\_\_\_\_ County(ies), New Mexico.  
**TITLE COMPANY:** \_\_\_\_\_

**ATTENTION BUYER(S):** For information on the Foreign Investment in Real Property Tax Act (“FIRPTA”), please see NMAR Form 2304 — Information Sheet – Foreign Investment In Real Property Tax Act and Taxation of Foreign Persons Receiving Rental Income From U.S. Property.

**▲ Broker is NOT qualified to make a determination of the amount to be withheld or assist with IRS filing requirements. If Buyer needs assistance with either, Buyer should consult with an accountant or tax attorney.**

**BUYER(S) HEREBY:**

- Directs the Title Company to withhold the following amount at Closing:
  - 10% of the total amount realized by the Seller(s)
  - 15% of the total amount realized by the Seller(s)
  - Other amount: \_\_\_\_\_

- The Title Company shall remit the above withheld amount to:
- the Buyer(s) within three (3) days of Closing; or
  - the IRS within twenty (20) days of Closing.



**Scan for IRS Website  
FIRPTA Withholding**

**NOTICE TO BUYER**

If Buyer is withholding amounts at Closing, Buyer must fill out IRS form 8288 and/or IRS form 8288-A. **If Buyer has completed the section above, Buyer or Buyer’s Brokerage shall deliver these instructions to the Title Company (as identified in the Purchase Agreement) before or at Closing.**

- WAIVER:** Buyer waives the right to direct the Title Company to withhold Seller funds for remittance to the IRS. **If Buyer elects to waive Buyer’s right to direct the Title Company to withhold Seller funds, this document does NOT need to be delivered to the Title Company, but should be retained by the Buyer’s Brokerage.**

**Buyer may withdraw or alter these instructions by written notice to the Title Company prior to or at Closing. These Buyer Instructions supersede any previously executed Buyer’s Instructions regarding this same subject matter.**

**BUYER(S)**

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

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