

CLEAR THE CONFUSION: OFFERS COUNTERS, MULTIPLES & CONTINGENCIES

4

CE

CORE
ELECTIVE



MESA

Real Estate Institute, LLC

New Mexico

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

NEWER:

On-Demand HOAs, COAs, PIDs, and SADs - 4 CE Core Elective
Conveyance of Title – 3 CE Elective
Manufactured Home Title Processing – 3 CE Core Elective
Time Killers, Deal Killers and Other Mines in the Field – 3 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
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 4th class on us! Your free class must be of equal or lesser value. Does not include bundled courses. Your free class must be used within six months of payment. Sign up for three classes and give us a call. We can register you for your 4th 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 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**



SECTION VI – DEFINITIONS

- 65. DEFINITIONS.** The following terms as used herein shall have the following meanings:
- A. ADVERSE MATERIAL FACTS.** Facts that would affect the desirability or value of the Property to a reasonable person.
 - B. 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.
 - C. BROKERAGE:** includes the Buyer’s and Seller’s Brokerages.
 - D. 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.
 - E. 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 stated timelines and deadlines set forth in the Agreement.
 - F. 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.
 - G. DEADLINES:** “deadline(s)” can be expressed either as a calendar date or as a number of days.
 - H. 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.
 - I. 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 Buyer or Seller, as applicable. Notwithstanding the foregoing, in the case of Independent Consideration, delivery to Seller’s Broker/Brokerage identified on Cover Page 3 shall constitute delivery to Seller.
 - J. 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.
 - K. 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.
 - L. 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.
 - M. 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 to grant Buyer the option to purchase the Property 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 Buyer’s promise



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



to pay the Independent Consideration by the date set forth in Para. 7 is sufficient consideration to create a legally binding contract from the time of full execution of this Agreement to the time of delivery of the Independent Consideration. The amount of the Independent Consideration is negotiable, but must be greater than zero. Failure of Buyer to pay/deliver Independent Consideration in accordance with Para. 7 shall render this Agreement immediately invalid and unenforceable.

- N. 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.
O. PERSONAL PROPERTY: a moveable article that is NOT affixed/attached to the Property.
P. PROOF OF FUNDS: verifiable evidence of Readily Available Funds sufficient to Close on the Property.
Q. READILY AVAILABLE FUNDS: 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.
R. RESOLUTION: a written agreement between the parties regarding how Buyer’s objections shall be resolved.
S. SINGULAR: includes the plural.
T. 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 pre-printed, universal exclusions from coverage for risks not shown in public records. For some of the exceptions, the Title Company may delete the exception and provide the insured with additional/extended coverage if additional specific requirements are met.

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

66. 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.

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 recipient.

OFFER BY BUYER

BUYER ACKNOWLEDGES THAT BUYER HAS READ THE ENTIRE AGREEMENT AND UNDERSTANDS THE PROVISIONS HEREOF.

Buyer Signature Printed Name Offer Date Time

Buyer Signature Printed Name Offer Date Time

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



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



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

Address (Street, City, State, Zip Code)

Legal Description

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

- 1. INCORPORATED COUNTEROFFERS.** Counteroffers that are NOT expressly referenced below are NOT incorporated into the Purchase Agreement. **Counteroffers _____ are incorporated by reference into the Purchase Agreement, except as expressly modified by this Counteroffer.**
- 2. CHANGES TO TERMS OF PURCHASE AGREEMENT.** The terms of the Purchase Agreement are changed as follows:

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



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

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

RECEIVING PARTY

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

BUYER AND/OR SELLER'S SIGNATURE BELOW INDICATES BUYER AND/OR SELLER'S ACCEPTANCE OF THIS COUNTEROFFER.

BUYER

Buyer Signature Printed Name Date Time

Buyer Signature Printed Name Date Time

SELLER


Seller Signature Printed Name Date Time

Seller Signature Printed Name Date Time



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



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

By way of this Notice of Revocation Buyer(s) _____ OR
Name of Buyer(s)

Seller(s) _____ hereby revokes the Offer Counteroffer
Name of Seller(s)

dated _____ that he/she/they submitted on the following property: _____
Address

_____ or
City Zip Code

Legal Description

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

County, New Mexico.

SIGNATURE(S) OF REVOKING PARTY

Signature Date Time

Signature Date Time

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NEW MEXICO ASSOCIATION OF REALTORS® — 2026
ADDENDUM NO. _____
BUYER'S SALE CONTINGENCY



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

IMPORTANT DEFINITIONS: As used in this agreement to describe the contingency, the term "satisfies" and any variation thereof means that the Buyer's property has closed and funded and the term "waives" and any variation thereof means that it is no longer necessary for the Buyer to sell his property in order to purchase the Seller's property. In other words, if the Buyer "waives" this Contingency, the Buyer is no longer making the purchase of the Seller's property contingent on the Buyer first selling his own property.

This Addendum is hereby incorporated into and made part of 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.

1. **CONTINGENCY:** The Purchase Agreement is subject to the sale, closing and funding of Buyer's property located at: _____ ("Buyer's Property").
2. **MARKETING PERIOD AND CONTINGENCY DEADLINE.**
 - A. **MARKETING CONTINUES.** Seller shall have the right to offer the Subject Property for sale and to consider additional offers until Buyer delivers written notice to Seller that Buyer has entered into a contract for the sale of Buyer's Property ("Marketing Period").
 - i. Buyer may notify Seller by (Check all that apply) email text hand-delivery other _____ that Buyer has entered into a contract for the sale of Buyer's Property ("Notification").
 - ii. With the Notification, Buyer will will not attach a copy of the purchase agreement.
 - iii. Notwithstanding the foregoing, if the Property was marketed through the MLS, the MLS listing is subject to MLS Rules, including but not limited to, any rule dictating the MLS status for properties that are "under contract."

IMPORTANT NOTE: If/When Buyer enters into a contract for the sale of Buyer's Property, it is unnecessary to complete NMAR Form 2503A – Buyer's Closing and Funding Addendum; this Addendum addresses the Closing and Funding of Buyer's Property.

3. **CONTINGENCY DEADLINE.** In the event Seller receives another acceptable offer to purchase the Subject Property during the Marketing Period, Seller shall deliver written notification (Notification to Satisfy or Waive Contingency, Page 4 of this Agreement) to the Buyer that this Contingency must be satisfied or waived within _____ hours of receipt of such notification ("Contingency Deadline"). If Buyer does not satisfy or waive this Contingency by the Contingency Deadline, this Purchase Agreement shall terminate and any Earnest Money will will not be refunded to Buyer. If the Contingency Deadline falls on a weekend or legal holiday, the Contingency Deadline shall **NOT** be extended to the next business day.
3. **TERMINATION OF MARKETING PERIOD.** Once Seller receives notice from Buyer that Buyer has entered into a contract for the sale of Buyer's Property, the Marketing Period ends. Nothing herein prohibits Seller from accepting Back-Up Contracts on the Subject Property once the Marketing Period ends. The Purchase Agreement shall remain contingent upon the closing and funding of Buyer's Property.

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NEW MEXICO ASSOCIATION OF REALTORS® — 2026
ADDENDUM NO. _____
BUYER'S SALE CONTINGENCY



4. TERMINATION OF CONTRACT ON BUYER'S PROPERTY. In the event Buyer has entered into a contract for the sale of Buyer's Property and that contract subsequently terminates for any reason, Buyer must notify Seller of such termination within _____ days of such termination. In this event, Buyer shall have the option of waiving the contingency; however, if Buyer is unwilling or unable to waive the contingency at the time he provides notice to Seller, then Seller, in his sole discretion, may terminate the Purchase Agreement.

A. NOTICE. If Seller elects to terminate, Seller shall deliver written notice to Buyer **within _____ days** of receiving Buyer's notice of the termination of the contract on Buyer's Property and Earnest Money will be refunded to Buyer. If Seller fails to timely notify Buyer of Seller's intent to terminate, Seller's right to terminate shall be deemed waived.

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

5. TIME FOR SATISFACTION OR WAIVER OF CONTINGENCY. Without any notice or demand, Buyer shall notify Seller in writing on or before _____ ("Contingency Date") that this Contingency has been satisfied or waived. If Buyer does not satisfy or waive this Contingency by the Contingency Date, this Purchase Agreement shall terminate and any Earnest Money will will not be refunded to Buyer.

Note: the fact the Buyer has entered into a contract for the sale of Buyer's Property is neither a satisfaction, nor a waiver of the contingency (see definitions of "satisfaction" and "waiver" in the introductory paragraph) and this paragraph shall apply even if Buyer has entered into a contract for the sale of Buyer's Property.

6. BUYER REPRESENTATIONS:

- A.** Buyer's Property is for sale.
 - i.** Buyer's Property is listed with _____ (Broker's name) of _____ Brokerage.
 - ii.** Buyer's Property is is not currently listed with a MLS. If currently listed in the MLS, the MLS listing number is _____.
 - iii.** Buyer's Property has been on the market since _____.
- B.** Buyer's Property is not yet for sale.
 - i.** Buyer will will not list Buyer's Property with a licensed real estate broker within _____ days from Date of Acceptance. If Buyer will be listing Buyer's Property with a licensed real estate broker, Buyer will deliver proof of this listing to Seller within _____ days from Date of Acceptance. If Buyer fails to deliver proof of said listing, the Purchase Agreement shall terminate and any Earnest Money deposit will will not be refunded to Buyer.
 - ii.** Buyer will will not list Property with a MLS. If Buyer will be listing Buyer's Property with a MLS, Buyer will do so within _____ days of Date of Acceptance.

7. NOTICES:

- A.** Any notices made by Buyer under this Contingency Agreement shall be made to (check applicable box) Seller's Broker Seller Other _____
 Notices shall be delivered in accordance with the Purchase Agreement.
- B.** Any notices made by Seller under this Contingency Agreement shall be made to (check applicable box) Buyer's Broker Buyer Other _____
 Notices shall be delivered in accordance with the Purchase Agreement.
- C.** In the event there are multiple Buyers/Sellers on the Purchase Agreement, each Buyer/Seller shall be considered the agent of the other Buyer(s)/Seller(s) for purposes of giving and receiving notice. Written notice to ANY of said Buyers/Sellers shall be considered written notice to ALL Buyers/Sellers.



BUYER'S CLOSING AND FUNDING CONTINGENCY ADDENDUM



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

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

Legal Description or see metes & bounds description attached as Exhibit _____, _____ County(ies), New Mexico.

As used in this agreement, the term "satisfies" and any variation thereof means that the Buyer's property has closed and funded and the term "waives" and any variation thereof means that it is no longer necessary for the Buyer to sell his property in order to purchase the Seller's property.

- 1. BUYER'S REPRESENTATION. Buyer represents that Buyer has accepted an offer for the sale of Buyer's property located at _____ ("Buyer's Property").
A. Name of title/escrow company used for closing of Buyer's Property: _____
B. Date of Closing on Buyer's Property: _____
C. Buyer [] will [] will not furnish to Seller a copy of a fully executed purchase agreement for the sale of Buyer's Property. If applicable, to be furnished, no later than _____.
2. CONTINGENCY. The Agreement is contingent upon the closing and funding of Buyer's Property on or before _____ ("Contingency Deadline"). If this Contingency is not satisfied or waived by Buyer by the Contingency Deadline, the Agreement shall terminate automatically, and the Earnest Money shall be refunded to Buyer.
3. TERMINATION OF CONTRACT FOR SALE OF BUYER'S PROPERTY. If the contract for the sale of Buyer's Property terminates for any reason, Buyer shall deliver notice to Seller within _____ days of Buyer receiving notice of the termination of the contract for sale of Buyer's Property ("Notification Date") and provide to Seller at that time evidence of such termination. In this event, the following options are available:
A. BUYER'S OPTIONS:
i. Proceed with this Agreement by waiving this Contingency. IF BUYER WAIVES THIS CONTINGENCY AND FAILS TO CLOSE ON THE PROPERTY FOR FINANCIAL REASONS, BUYER SHALL BE IN DEFAULT OF THE AGREEMENT. If Buyer elects to waive this Contingency, Buyer [] shall [] shall not provide Seller with the following by the Notification Date:
a. If the Buyer is obtaining a loan on the Property, written documentation from Buyer's Lender that Buyer can qualify for a loan on the Property without first selling and closing on Buyer's Property;
b. If the Buyer is paying cash or Seller is providing seller financing, evidence of Buyer's financial ability to close on the Property by the Settlement/Signing Date without first selling and closing on Buyer's Property, as determined in Seller's sole discretion; or
ii. Terminate this Agreement immediately; Earnest Money [] will [] will not be refunded to Buyer.
B. SELLER'S OPTIONS: If Buyer waives this Contingency and by the Notification Date, Buyer is unable to provide Seller with sufficient evidence of Buyer's financial ability to close on the Property, Seller may elect to terminate the Agreement. If Seller elects to terminate, Seller shall deliver written notice to Buyer within _____ days of the Notification Date and Earnest Money [] will [] will not be refunded to Buyer. If Seller fails to timely notify Buyer of Seller's intent to terminate, Seller shall be deemed to have approved Buyer's financials and accepted Buyer's waiver of this Contingency.

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**NEW MEXICO ASSOCIATION OF REALTORS® — 2026
ADDENDUM NO. _____
BUYER'S CLOSING AND FUNDING CONTINGENCY ADDENDUM**



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

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.

BUYER(S)

_____ Buyer Signature	_____ Print Name	_____ Date	_____ Time
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_____ Buyer Signature	_____ Print Name	_____ Date	_____ Time
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SELLER(S)

_____ Seller Signature	_____ Print Name	_____ Date	_____ Time
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_____ Seller Signature	_____ Print Name	_____ Date	_____ Time
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BUYER'S NOTIFICATION OF SATISFACTION OR WAIVER OF CONTINGENCY

Buyer hereby notifies Seller that Buyer (check applicable box) WAIVES SATISFIES this Contingency.

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

_____ Buyer Signature	_____ Print Name	_____ Date	_____ Time
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_____ Buyer Signature	_____ Print Name	_____ Date	_____ Time
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Acknowledged by Seller:

_____ Seller Signature	_____ Print Name	_____ Date	_____ Time
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_____ Seller Signature	_____ Print Name	_____ Date	_____ Time
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PER PARA. 3(C) ABOVE, THE PARTIES DECLARE THIS ADDENDUM TO BE NULL AND VOID.

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



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



1. BUYER'S OFFER TO PURCHASE. ("Buyer") has submitted an Offer to Purchase to

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

2. PROPERTY.

Address (Street, City, State, Zip Code)

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

3. MULTIPLE OFFERS. Seller has received multiple offers on the Property and before determining to accept or reject any one of those offers, Seller gives Buyer the opportunity to submit the following:

- A. An offer setting forth Buyer's Highest and Best terms; and/or
B. An offer based on the following terms:



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

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



4. SELLER'S OPTIONS IN RESPONSE TO BUYER.

A. If New Offer Submitted.

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

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

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

5. TIME IS OF THE ESSENCE. Seller will not consider any new offers made later than _____, at _____ AM PM Mountain Time.

SELLER

Seller Signature _____ Print Name _____ Date _____ Time _____

Seller Signature _____ Print Name _____ Date _____ Time _____



**NEW MEXICO ASSOCIATION OF REALTORS® — 2026
ADDENDUM NO. _____
ADDENDUM FOR BACK—UP PURCHASE AGREEMENT**



⚠ ATTENTION BUYER AND SELLER ⚠

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

This Addendum is hereby incorporated into and made part of 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
and is hereinafter referred to as “Back-Up Purchase Agreement”.

1. **CONTINGENCY. Performance under this Back-Up Purchase Agreement is contingent on termination of the Primary Purchase Agreement and ALL Prior Back-Up Purchase Agreements.** Seller, in his sole discretion, shall determine if the Primary Purchase Agreement and ALL Prior Back-Up Purchase Agreements have terminated. Buyer acknowledges and Seller affirms that Seller has entered into the following: (Check “B” if applicable)
 - A. A purchase agreement with another buyer to sell the Property (“Primary Purchase Agreement”);
 - B. In addition to the Primary Purchase Agreement, Seller has entered into one or more Back-Up Purchase Agreements with other buyer(s).
2. **NOTICE.** Seller shall notify Buyer immediately of the termination of the Primary Purchase Agreement and any Prior Back-Up Purchase Agreements (See Notification on Page 2). This Back-Up Purchase Agreement does not become the Primary Purchase Agreement until and unless Seller has notified Buyer that the Primary Purchase Agreement and ALL Prior Back-Up Purchase Agreement(s) have terminated. Notwithstanding any other provision of this Back-Up Purchase Agreement, including this Addendum, if Seller does not provide written notification to Buyer on or before _____, 20____ that the Primary Purchase Agreement and ALL Prior Back-Up Purchase Agreements have terminated, then this Back-Up Purchase Agreement shall automatically terminate. **SELLER SHALL MOVE BACK-UP PURCHASE AGREEMENTS INTO PRIMARY POSITION IN THE ORDER IN WHICH THEY WERE ACCEPTED BY SELLER.**
3. **DATE OF ACCEPTANCE/DATE OF “UNDER CONTRACT”.** Date of Acceptance is the date on which this Back-Up Purchase Agreement is fully executed and delivered, which means the parties are “Under Contract” as of the Date of Acceptance; HOWEVER, the parties are NOT obligated to perform on this Back-Up Purchase Agreement until the time frame set-forth in Paragraph 4.
4. **TIMEFRAME FOR PERFORMANCE.** Neither party is obligated to perform on this Back-Up Purchase Agreement until and unless Buyer receives written notice from Seller that the Primary Purchase Agreement and ALL Prior Back-Up Purchase Agreements have terminated. This means that where a date for performances in this Back-Up Purchase Agreement states “X No. of Days from Date of Acceptance”, the date for performance shall now be “X No. of Days from the Date that Seller Notifies Buyer that Buyer’s Back-Up Purchase Agreement is now the Primary Purchase Agreement.”
NOTE: Because of this, there CANNOT be any specific calendar date deadlines (e.g. March 1st) in this Back-Up Purchase Agreement; all dates in this Back-Up Purchase Agreement **MUST BE** expressed in number of days (e.g. four (4) day).

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ADDENDUM FOR BACK—UP PURCHASE AGREEMENT



5. NOTIFICATION TO BUYER.

- A. **Prior Back-Up Purchase Agreements.** Seller shall notify Buyer that Prior Back-Up Purchase Agreements have terminated by (check all that apply) Email Text Hand-Delivery Other _____.
- B. **Primary Purchase Agreement.** Seller shall notify Buyer that Buyer’s Purchase Agreement is the Primary Purchase Agreement by sending Buyer the Notification below.

! ATTENTION BUYER AND SELLER !

BY SIGNATURE HERETO, SELLER AFFIRMS

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

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

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.

BUYER(S)

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

SELLER(S)

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

SELLER’S NOTIFICATION TO BUYER THAT BUYER’S PURCHASE AGREEMENT IS NOW THE PRIMARY PURCHASE AGREEMENT

_____ Seller Signature	_____ Printed Name	_____ Date	_____ Time
_____ Seller Signature	_____ Printed Name	_____ Date	_____ Time
_____ Buyer Signature	_____ Printed Name	_____ Date	_____ Time
_____ Buyer Signature	_____ Printed Name	_____ Date	_____ Time

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



SOLAR PANEL SYSTEM LEASE/LOAN OR POWER PURCHASE AGREEMENT ASSUMPTION CONTINGENCY ADDENDUM

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

FOR MORE INFORMATION, NMAR FORM 5130- SOLAR PANEL SYSTEM INFORMATION SHEET

This Addendum is hereby incorporated into and made part of 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.

Subject to the terms of this Addendum, the Agreement is contingent on the following: 1) Buyer's approval of Solar Panel System Documents, as defined herein; and 2) Buyer obtaining approval from the Lessor to assume Seller's Solar Panel System lease/loan or PPA under the existing terms and conditions thereof.

1. TYPE OF ASSUMPTION: A solar photovoltaic ("PV") panel system ("Solar Panel System") has been installed on the Property that is subject to a lease, unpaid loan or Power Purchase Agreement ("PPA"). The Solar Panel System shall convey with the Property. The term "Lessor," as used herein, shall refer to the company that leases the Solar Panel System to Seller, the company with whom the Seller has entered into a PPA or the servicer of the unpaid loan used by Seller to purchase the Solar Panel System, as indicated below.

- A. [] Loan on Solar Panel System
B. [] Lease on Solar Panel System
C. [] Power Purchase Agreement

2. SELLER OBLIGATIONS. [] Seller has OR [] Within _____ days after Date of Acceptance, Seller shall:

- A. Deliver to Buyer the most recent version of the Solar Panel System lease/loan or PPA documents and all other Solar Panel System documents in Seller's possession. (collectively, "Solar Panel System Documents");
B. Provide to Buyer the name and phone number of the Lessor; and;
C. Notify Lessor of the sale, the name of Buyer, and the name of the Escrow Company as set forth in Paragraph 3 of the Agreement.

3. BUYER DUE DILIGENCE.

A. Buyer is advised that if the cost, insurability, operation, or value of the Solar Panel System is a material matter to Buyer, Buyer must investigate all concerns within the allotted time frame set forth below. This may include, but is not limited to:

- *Age *Maintenance *Tax Implications
*End of Lease Terms *Output and Production Guarantees *Payment Adjustments
*Grid Tie-In *Utility and Lessor Fees *Warranties
*Homeowner's Insurance Coverage *Utility Bills

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**SOLAR PANEL SYSTEM LEASE/LOAN OR
POWER PURCHASE AGREEMENT ASSUMPTION CONTINGENCY ADDENDUM**

B. Seller and Buyer recognize, acknowledge and agree that Brokers are not qualified to advise on solar panel systems, including, but not limited to, cost, insurability, operation, value, or transferability. Seller and Buyer are instructed to consult with independent legal counsel and other qualified licensed professionals to assist in their due diligence efforts.

4. BUYER’S OBJECTION PERIOD. Buyer shall have _____ days from receipt of Solar Panel System Documents to terminate the Agreement based on the Solar Panel System Documents or any information discovered by Buyer’s due diligence (“Solar Panel System Objection Deadline”). Buyer’s failure to deliver a signed notice of termination within Solar Panel System Objection Deadline, shall conclusively be deemed a waiver of Buyer’s right to terminate the Agreement based on objection(s) to the Solar Panel System Documents.

5. LEASE/LOAN ASSUMPTION CONTINGENCY.

A. If Buyer does not terminate the Agreement by the Solar Panel System Objection Deadline, Buyer shall immediately apply for lease/loan or PPA assumption approval in the manner required by Lessor, and Seller and Buyer agree to cooperate fully with Lessor and supply the necessary documentation to complete the assumption.

B. Buyer shall assume the Solar Panel System lease/loan or PPA under the existing terms and conditions within _____ days prior to the Settlement/Signing Date. (“Assumption Approval Deadline”). This Agreement shall terminate, and Earnest Money shall be refunded to Buyer if, after a diligent and good faith effort, Buyer: (i) is unable to obtain assumption of the Solar Panel System lease/loan or PPA from Lessor; and (ii) delivers to Seller no later than the Assumption Approval Deadline a notice from the Lessor stating that Buyer was unable to obtain approval of the Solar Panel System lease/loan or PPA (“Rejection Notice”).

C. If Buyer does not assume the Solar Panel System lease/loan or PPA within the Assumption Approval Deadline and fails to deliver a Rejection Notice prior to the Assumption Approval Deadline, Buyer shall forfeit his Earnest Money to Seller.

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.

! IMPORTANT NOTICE !

Because conducting due diligence with respect to the Solar Panel System is beyond the scope of Broker’s expertise, Seller and Buyer expressly release and hold harmless Broker(s) from liability for any defects, conditions or transferability problems pertaining to the Solar Panel System

BUYER(S)

Buyer Signature _____ Printed Name _____ Date _____ Time _____

Buyer Signature _____ Printed Name _____ Date _____ Time _____

SELLER(S)

Seller Signature _____ Printed Name _____ Date _____ Time _____

Seller Signature _____ Printed Name _____ Date _____ Time _____

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