RESIDENTIAL PURCHASE AGREEMENT

(Joint Escrow Instructions)

Date: ______________________

____(“Buyer”, hereby offers to purchase ____(“Property”), within the city or unincorporated area of ____________________________________, County of __________________, State of Nevada, Zip ________________A.P.N # _______________________________________for the purchase price of $ _________________________(____(dollars) (“Purchase Price") on the terms and conditions contained herein: **BUYER □ does -OR- □ does not** intend to occupy the Property as a residence.

Buyer’s Offer

1. FINANCIAL TERMS & CONDITIONS:

$___________**A. EARNEST MONEY DEPOSIT** (“EMD”) is □ presented with this offer **-OR-** □ ____________________ ____. After the offer has been accepted (as detailed in Section 24), the Earnest Money must be submitted within one (1) business day of acceptance — **OR** — within the specified number of business days if funds are wired to one of the following: □ Escrow Agent, □ Buyer’s Broker Trust Account, or □ Seller’s Broker Trust Account. (IMPORTANT: Under Nevada law, it is a felony offense to issue a check without sufficient funds, punishable by up to four years of imprisonment and a fine of $5,000 per NRS 193.130(2)(d).)

$___________**B. ADDITIONAL DEPOSIT** is to be submitted into escrow no later than (insert date). This supplemental deposit □ shall —OR— □ shall not be included as part of the Earnest Money Deposit. (Any terms or stipulations regarding this additional deposit should be detailed in Section 30 of this agreement.)

$___________**C. THIS CONTRACT IS SUBJECT TO THE BUYER OBTAINING APPROVAL FOR A <u>NEW LOAN</u>:**

□ Conventional, □ FHA, □ VA, □ Other (specify) ____.

$___________ **D. THIS CONTRACT IS CONDITIONAL UPON THE BUYER BEING APPROVED TO TAKE OVER THE FOLLOWING EXISTING LOAN(S):**

□ Conventional, □ FHA, □ VA, □ Other (specify) ____.

Interest: □ Fixed rate, ______years —OR— □ Adjustable Rate, _______years. The Seller also agrees to deliver the Promissory Note along with the latest monthly statement for each loan the Buyer intends to assume within FIVE (5) calendar days after the Acceptance Date.

$____________**E. THE BUYER SHALL SIGN A PROMISSORY NOTE BACKED BY A DEED OF TRUST IN ACCORDANCE WITH THE TERMS OUTLINED IN THE ATTACHED “FINANCING ADDENDUM.”.**

$____________**F. BALANCE OF PURCHASE PRICE** (Balance of Down Payment) in Good Funds to be paid prior to Close of Escrow (“COE”).

$____________**G. TOTAL PURCHASE PRICE** (The stated price does not cover closing costs, prorations, or any additional fees and expenses related to the acquisition of the Property as outlined in this agreement.

2. COMPENSATION FOR BUYER'S AGENT/BUYER'S BROKER: At the closing of escrow or transfer of the subject property, the Seller agrees to pay the Buyer's Agent/Buyer's Broker ("Buyer's Agent/Buyer's Broker") a fee of % of the total sale price of the property, or $. Once this Residential Purchase Agreement or any subsequent Counter Offer(s) are executed, this provision is considered final and cannot be renegotiated solely between the Buyer and Seller. Any changes thereafter must be approved in writing by the Buyer's Agent/Buyer's Broker.

3. ADDITIONAL FINANCIAL TERMS & CONTINGENCIES:

A. NEW LOAN APPLICATION: Within ______ business days after the Acceptance Date, the Buyer agrees to (1) submit a completed loan application to a lender of their choice and (2) provide the Seller with a pre-approval letter based on a standard credit report and debt-to-income analysis. If the Buyer does not fulfill these requirements within the designated time frame, the Seller has the right to cancel this Agreement. In such a case, both parties agree to terminate the escrow and return the Earnest Money Deposit to the Buyer. The Buyer agrees to make every effort to secure financing according to the terms and conditions specified in this Agreement..

B. APPRAISAL CONTINGENCY: The Buyer's obligation to purchase the property is contingent upon the property appraising for at least the Purchase Price. If, after an appraisal by a licensed appraiser, the Buyer receives written notification from the lender or appraiser indicating that the property appraised for less than the agreed purchase price (a "Notice of Appraised Value"), the Buyer may either attempt to renegotiate or cancel the agreement by providing written notice to the Seller (along with a copy of the appraisal) within [insert number] calendar days following the Acceptance Date of this Agreement. In this case, the Buyer is entitled to a full refund of their Earnest Money Deposit (EMD), as specified in Section 1(A), upon the execution of a cancellation of escrow instructions and the release of the Buyer's funds, in accordance with their right to cancel under this contingency as per NRS 645A.175. **If the Residential Purchase Agreement is not canceled in writing by the Appraisal Deadline, the Buyer will be deemed to have waived the appraisal contingency.**

C. LOAN CONTINGENCY: The Buyer's obligation to proceed with the purchase of the property is contingent upon securing the loan outlined in Section 1(C) or 1(D) of the Residential Purchase Agreement, unless otherwise agreed to in writing. The Buyer must either remove the loan contingency in writing, attempt to renegotiate, or cancel the agreement by providing written notice to the Seller within [insert number] calendar days after the Acceptance Date of the RPA. In this case, the Buyer is entitled to a full refund of their Earnest Money Deposit (EMD), as described in Section 1(A), upon the fully executed cancellation of escrow instructions and the return of the Buyer's funds, as permitted by their right to cancel under this contingency per NRS 645A.175. If the Residential Purchase Agreement is not canceled in writing on or before the Loan Contingency Deadline, the Buyer will be considered to have waived the loan contingency**.**

D. CASH PURCHASE: Within ______business days after the Acceptance Date, the Buyer agrees to provide written proof from a legitimate financial institution demonstrating sufficient funds to complete the purchase. If the Buyer fails to provide this written proof within the specified timeframe, the Seller retains the right to terminate this Agreement.

4. SALE OF OTHER PROPERTY:

A. This Agreement is NOT contingent upon the sale of any property owned by the Buyer. **—OR—**

B. ☐ (if checked): The attached Contingent Upon Sale Addendum is hereby incorporated into this agreement.

5. FIXTURES AND PERSONAL PROPERTY: The following items will be transferred with the sale of the Property, free of liens, and hold no substantial value unless otherwise specified in this Agreement. Except for items addressed in Section 8(F), all items are conveyed in their current "AS IS" condition. These items include, but are not limited to, existing fixtures and fittings such as: electrical, mechanical, lighting, plumbing, and heating fixtures; ceiling fans; fireplace inserts; gas logs and grates; solar energy systems; built-in appliances like ranges and ovens; window and door screens; awnings; shutters; window treatments; attached floor coverings; television antennas; satellite dishes; private integrated telephone systems; air coolers/conditioners; pool and spa equipment; garage door openers and remotes; mailboxes; in-ground landscaping; trees and shrubs; water softeners; water purifiers; and security systems or alarms.

The following additional items of personal property are also included:

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6. ESCROW:

A. OPENING OF ESCROW: The purchase of the Property shall be consummated through Escrow (“Escrow”). Opening of Escrow shall take place by the end of one (1) business day following the date of Acceptance of this Agreement (“Opening of Escrow”), at ________________________________title or escrow company (“Escrow Company” or “ESCROW HOLDER”) with ________________________________(“Escrow Officer”) (or such other escrow officer as Escrow Company may assign). Opening of Escrow shall occur upon Escrow Company’s receipt of this fully accepted Agreement. ESCROW HOLDER is instructed to notify the Parties (through their respective Agents) of the opening date and the Escrow Number.

B. EARNEST MONEY: After the Acceptance Date, the Buyer’s Earnest Money Deposit (EMD) as outlined in Sections 1(A) and 1(B), if applicable, of this Agreement shall be deposited in accordance with the terms specified in Sections 1(A) and 1(B), and in compliance with NRS 645A.175.

C. CLOSE OF ESCROW: The Close of Escrow ("COE") will occur on or before _________________ . If the specified date falls on a weekend or holiday, the COE will be moved to the next business day.

D. IRS DISCLOSURE: The Seller acknowledges that there is a regulation requiring all ESCROW HOLDERS to complete a revised 1099 form, which is based on information exclusive to the parties involved in this transaction and the ESCROW HOLDER. The Seller is also informed that, under federal law, the ESCROW HOLDER is obligated to submit this information to the Internal Revenue Service following the Close of Escrow (COE) in the manner mandated by federal regulations..

7. TITLE INSURANCE: This Agreement is contingent upon the Seller’s ability to provide clear and marketable title, as confirmed by a title insurance policy, naming the Buyer as the insured party for an amount equal to the purchase price, issued by the title company listed in Section 6(A). The policy must be in a form that ensures marketable title or its equivalent and will be paid for as outlined in Section 9(A)..

8. BUYER’S DUE DILIGENCE: Buyer’s obligation ☐**is –OR–** ☐**is not** conditioned on the Buyer’s Due Diligence as defined in this section 8(A) below. This condition is known as the "Due Diligence Condition." If selected as applicable, Sections 8 (A) through (C) will apply. If not, they do not. The Buyer will have [insert number] calendar days from the Acceptance Date of the RPA (as defined in Section 24) to complete their Due Diligence. The Seller agrees to assist with the Buyer’s Due Diligence process. **The Seller will ensure that all necessary utilities (gas, electricity, and water) are active, and that all pilot lights are functioning for the Buyer’s inspections, continuing through the close of escrow.**

A. PROPERTY INSPECTION/CONDITION: During the Due Diligence Period, the Buyer will take whatever steps they consider necessary to assess whether the Property meets their satisfaction. This includes, but is not limited to, determining if the Property is insurable to the Buyer’s satisfaction and evaluating any undesirable conditions affecting the Property, such as flood zone locations, noise from airports, unpleasant fumes or odors, environmental hazards, zoning issues, proximity to freeways, railroads, schools, places of worship, golf courses, or any other concerns the Buyer may have. Throughout this period, the Buyer has the right to perform non-invasive and non-destructive inspections of all structures, roofing, mechanical systems, electrical, plumbing, heating and air conditioning, water/well/septic systems, pools/spas, surveys, square footage, and any other systems or features, utilizing licensed and insured contractors or other qualified professionals. The Seller agrees to allow reasonable access to the Property for the Buyer and the Buyer’s inspectors. The Buyer agrees to indemnify and hold the Seller harmless for any injuries sustained by the Buyer or any third parties at the Buyer’s request while conducting such inspections or walkthroughs on the Seller’s Property. This indemnity does not apply to injuries caused by the intentional misconduct, gross negligence, or omissions of the Seller, Seller’s Agent, or other third parties on the Property. The Buyer is encouraged to consult with relevant professionals to assess conditions in the neighborhood or the Property, including but not limited to schools, law enforcement services, proximity to commercial, industrial, or agricultural activities, crime rates, fire protection, other local government services, transportation infrastructure, noise or odors, and other potential nuisances or hazards. If the Buyer decides to cancel this Agreement based on an inspection report, the Buyer must provide the Seller with a copy of the report at the time of cancellation, including the name, address, and phone number of the inspector.

B. BUYER’S RIGHT TO TERMINATE OR ADDRESS CONCERNS: If, in the Buyer’s sole judgment, the results of the Due Diligence are unsatisfactory, the Buyer may: (i) cancel the Residential Purchase Agreement by providing written notice to the Seller no later than the Due Diligence Deadline stated in Section 8, in which case the Buyer is entitled to a full refund of their Earnest Money Deposit (EMD) as outlined in Section 1(A), upon the execution of a cancellation of escrow instructions and the return of the Buyer’s funds as per their right to cancel under this provision (NRS 645A.175); or (ii) resolve any objections the Buyer has arising from the Due Diligence in writing with the Seller by no later than the Due Diligence Deadline referenced in Section 8.

C. FAILURE TO TERMINATE OR ADDRESS ISSUES: If the Buyer does not cancel the Residential Purchase Agreement or does not resolve any objections with the Seller in writing, as outlined in Section 8, regarding the results of the Buyer’s Due Diligence, **the Buyer will be considered to have waived the Due Diligence Condition.**

BUYER’S INITIALS: ______/_____/______/______

D. INSPECTIONS: Acceptance of this offer is contingent upon the following reserved right. The Buyer may arrange for the Property to be inspected and choose the licensed contractors, certified inspectors, or other qualified professionals for the inspection. The Seller agrees to ensure that all essential utilities (gas, electricity, water, and operable pilot lights) are turned on and provided to the Property within two (2) business days after the Acceptance of this Agreement and to keep them on until the Close of Escrow (COE). It is highly recommended that the Buyer hire licensed professionals in Nevada to perform the inspections. If an inspection is not completed or if any repair requests are not submitted to the Seller within the Due Diligence Period, the Buyer will be considered to have waived the right to that inspection, and the Seller will not be held liable for the costs of repairs that would have reasonably been identified by that inspection, unless otherwise required by law. The inspection costs will be paid outside of Escrow unless the Parties agree to include them in the Escrow instructions prior to the COE, along with the relevant invoice. (Please specify who will bear the cost for the inspection listed below: SELLER, BUYER, 50/50, WAIVED, or N/A.)

Type	Paid By	Type	Paid By	Type	Paid By
Home Inspection		Termite Inspection		Soil Inspection	
Pool/Spa Inspection		Pest Inspection		Survey (type):	
Roof Inspection		Septic Lid Removal		Fungal Contaminant	
HVAC/Furnace Inspection		Septic Pumping		Air Quality Testing	
Electrical Inspection		Septic Inspection		Radon Testing	
Plumbing/Sewer Inspection		Well Inspection		Lead Based Paint Testing	
Structural Inspection		Water Quality Report		Elevator	
Wood-Burning Device/Chimney Inspection		Water Quantity Report		Other:	

E. EXTRA INSPECTIONS AND/OR CERTIFICATIONS: If an inspection uncovers concerns regarding the roof, septic system, well, wood-burning appliance/chimney, the potential presence of fungal contamination, or any other issue identified in the home inspection or other disclosures in Section 12, the Buyer reserves the right to request further certifications or additional inspections within their due diligence period. The costs for these certifications or extra inspections will be paid outside of Escrow unless the Parties provide contrary instructions before the Close of Escrow (COE), along with the relevant invoice. Please note that a certification does not constitute a warranty..

F. BUYER'S REQUEST FOR REPAIRS: It is the Buyer's obligation to thoroughly inspect the Property to ensure it meets their intended use. The Buyer has the right to request repairs based on the Seller's Real Property Disclosure or issues identified through inspections, certifications, or appraisals that materially impact the value or use of the Property. General maintenance or cosmetic issues that do not significantly affect the value or use of the Property, which were present at the time of Acceptance, and are not specifically addressed in this Agreement, will be considered accepted by the Buyer unless stated otherwise in this Agreement. The Brokers involved in this transaction are not responsible for assisting with the payment of any repairs, corrections, or deferred maintenance identified during the inspections, unless agreed upon by both the Buyer and Seller or requested by one party.

9. FEES, AND PRORATIONS (Specify which party will bear the costs listed below: SELLER, BUYER, SPLIT 50/50, WAIVED, or N/A.)

A. TITLE, ESCROW & APPRAISAL FEES:

Type	Paid By	Type	Paid By	Type	Paid By
Escrow Fees		Lender's Title Policy		Owner's Title Policy	
Real Property Transfer Tax		Appraisal		Other:	

B. PRORATIONS: All rents, taxes, interest, homeowner association fees, trash service fees, sewer charges, bond payments, SIDs, LIDs, and assessments assumed by the Buyer, along with other property-related expenses, will be prorated as of the date the deed is recorded. Any security deposits, prepaid rents, or future lease credits will be credited to the Buyer. Prorations will be based on a 30-day month and calculated as of the Close of Escrow (COE). These prorations will be based on available figures at the time of closing. Any adjustments or supplements made after COE will be settled by the parties outside of Escrow..

C. PRELIMINARY TITLE REPORT: Within ten (10) business days after the Opening of Escrow, the Title Company shall provide the Buyer with a Preliminary Title Report ("PTR") for review. The Buyer must approve or reject the PTR within five (5) business days of receipt. If the Buyer does not raise any objections to the PTR within this timeframe, the PTR will be considered accepted. If the Buyer raises objections to any items listed in the PTR, the Seller will have five (5) business days from receipt of the objections to address or resolve the issues. If the Seller does not remove or correct each objection within the specified period, the Buyer may: (a) terminate this Agreement by notifying both the Seller and the Escrow Officer, entitling the Buyer to a refund of the Earnest Money Deposit (EMD), or (b) choose to accept the title to the Property as it is. Any title exceptions that are approved or not objected to will be considered "Permitted Exceptions."

D. CLOSING FEES: In addition to Seller's expenses identified herein, Seller will contribute $____________________to Buyer's Lender's Fees ☐**including –OR–** ☐**excluding** costs that Seller is required to pay under the loan program terms, Title and Escrow Fees, and/or the Buyer's recurring and non-recurring closing costs, which may include brokerage commissions not covered by the cooperation provided, but not limited to. Different types of loans (e.g., FHA, VA, conventional) come with varying appraisal and financing requirements, which may influence the parties' rights and obligations under this Agreement..

E. HOME PROTECTION PLAN: Buyer and Seller acknowledge that they have been made aware of Home Protection Plans that provide coverage to Buyer after COE**. Buyer** ☐**waives –OR–** ☐**requires** a Home Protection Plan with ____. ☐ **Seller –OR–** ☐**Buyer** will pay for the Home Protection Plan at a price not to exceed $_______________. **Buyer** will be responsible for ordering the Home Protection Plan. Neither the Seller nor the Brokers make any representations regarding the coverage limits or deductibles associated with these plans.

10. TRANSFER OF TITLE: At the close of escrow (COE), the Buyer shall pay the agreed Purchase Price to the Seller, and the Seller shall transfer to the Buyer clear title to the Property, free from any encumbrances except for: (1) any outstanding real property taxes, (2) covenants, conditions, and restrictions (CC&Rs) and related limitations, (3) zoning or master plan restrictions and utility easements, and (4) obligations and encumbrances that the Buyer has agreed to assume before COE. The Buyer is advised that the Property may undergo reassessment following COE, which could lead to an increase or decrease in property taxes..

11. COMMON-INTEREST COMMUNITIES: If the Property is part of a Common Interest Community (CIC), **the Seller shall, at their own cost**, provide the required CIC documents as outlined in NRS 116.4109 (the "resale package"). The Seller will request the resale package within two (2) business days after the Acceptance date and deliver it to the Buyer within one (1) business day of receiving the package..

- **In accordance with NRS 116.4109, the Buyer has the right to terminate this Agreement without penalty until 11:59 PM on the fifth (5th) calendar day after receiving the resale package.** If the Buyer decides to terminate this Agreement under this statute, they must send a written notice of cancellation to the Seller or their authorized agent. This notice should be delivered either by hand, prepaid U.S. mail, or electronic transmission.
- **If the Buyer does not receive the resale package within fifteen (15) calendar days after the date of Acceptance, the Buyer has the right to cancel this Agreement without penalty.** Cancellation notice must be delivered in accordance with Section 25 of the RPA.
- Upon the written cancellation, the Buyer will promptly receive a refund of the EMD. Both parties agree to sign any documents requested by the ESCROW HOLDER to process the refund. If the written cancellation is not delivered within the designated time frame, the resale package will be considered approved. Seller is responsible for paying any outstanding CIC fines or penalties at COE.

A. CIC RELATED EXPENSES: (Identify which party shall pay the costs noted below either: SELLER, BUYER, 50/50, WAIVED or N/A.)

Type	Paid By	Type	Paid By
CIC Demand		CIC Capital Contribution	
Final Inspection Fee		CIC Transfer Fee/Setup Fee	

12. DISCLOSURES: Seller shall deliver the following Disclosures and/or documents **within five (5) calendar days after the Acceptance of this Agreement.. Check applicable boxes.**

☐ **Seller Real Property Disclosure Form:** (NRS 113.130)
☐ **Open Range Disclosure:** If the seller has indicated "Yes" in paragraph 2(g) of the Seller's Real Property Disclosure (NRS 113.130)
☐ **Construction Defect Claims Disclosure:** If the Seller has indicated "Yes" in Paragraph 1(d) of the Seller's Real Property Disclosure Form (NRS 40.688)
☐ **Lead-Based Paint Disclosure and Acknowledgement:** required if constructed before 1978 (24 CFR 745.113)
☐ **"Hey…" It's A Smart Home Disclosure**
☐ **Solar Panel Addendum (Photovoltaic-PV)**
☐ **Other:** (list) ____.

13. FEDERAL FAIR HOUSING COMPLIANCE AND DISCLOSURES: All properties are made available without discrimination based on race, color, religion, sex, national origin, age, gender identity or expression, familial status, sexual orientation, ancestry, disability, or any other applicable federal or state fair housing regulations.

14. INSPECTION OF THE PROPERTY PRIOR TO CLOSING: Buyer has the right to conduct a walk-through of the Property within ____ calendar days before COE to verify that the Property, along with all major systems, appliances, heating/cooling systems, plumbing, electrical systems, and mechanical fixtures, are in the condition described in the Seller's Real Property Disclosure Statement. Additionally, the walk-through ensures the Property and its improvements are in a similar condition to when the Agreement was accepted by both Seller and Buyer. Seller is responsible for ensuring that all essential utilities, including any operable pilot lights, are on for the walk-through. If any systems cannot be inspected due to lack of access or utilities (such as power, gas, or water), Buyer retains the right to hold Seller accountable for any issues that could not be detected due to these access limitations. The walk-through serves to confirm that: (a) the Property has been properly maintained, (b) any agreed-upon repairs have been completed, and (c) Seller has met all other obligations outlined in the Agreement. **If Buyer chooses not to perform a walk-through inspection before COE, all systems, items, and conditions of the Property are considered acceptable, and Buyer waives Seller's responsibility for the cost of any repairs that could have reasonably been discovered during a walk-through inspection, unless otherwise required by law.**

15. DELIVERY OF POSSESSION: Seller shall provide the Property along with all necessary keys, alarm codes, garage door openers/controls, and, if transferable, parking permits and gate transponders outside of Escrow at COE. Seller agrees to vacate the Property and leave it in a clean and orderly condition, broom-swept, and to hand over possession no later than COE – OR – _______________. If Seller fails to vacate the Property by this date, Seller will be deemed a trespasser, in addition to any other legal or equitable remedies available to Buyer. Any personal property left on the Property after the specified date will be considered abandoned by Seller.

16. RISK OF LOSS: The risk of loss is subject to the provisions of NRS 113.040. Under this law, if the Property or any significant portion of it is destroyed before the transfer of legal title or possession, the Seller cannot enforce the Agreement, and the Buyer is entitled to a refund of any amounts already paid. Once legal title or possession has been transferred, the risk of loss passes to the Buyer.

17. ASSIGNMENT OF THIS AGREEMENT: Unless specified otherwise in this Agreement, it cannot be transferred to another party unless all parties provide written consent.

18. CANCELLATION OF AGREEMENT: If this Agreement is properly terminated according to the terms set forth, the Buyer will receive a full refund of their EMD, as detailed in Section 1(A), upon the completion of a mutually agreed-upon and executed cancellation of escrow instructions. Neither party, Buyer nor Seller, will be reimbursed for any costs incurred during due diligence, inspections, appraisals, or other transaction-related expenses, unless stated otherwise in this Agreement or required by law.

19. DEFAULT:

A. MEDIATION: Prior to initiating any legal action to enforce the terms of this Agreement, both parties agree to first attempt to resolve any disputes through mediation, using a mediator that both parties mutually agree upon. Any mediation costs will be shared equally between the parties. However, if the Buyer deems it necessary to pursue a claim for specific performance, this mediation requirement will not apply. Both parties are advised to consult with their own attorney to review this mediation clause before agreeing to it. By initialing below, both parties confirm that they have read, understood, and voluntarily consent to the terms of this section.

BUYER(S) INITIALS: _____/_____/_____/_____ **SELLER(S) INITIALS: ______/_____/_____/______**

B. IF SELLER DEFAULTS: If the Seller fails to fulfill their obligations under this Agreement, the Buyer retains all legal and equitable remedies available, including but not limited to seeking specific performance, and may pursue compensation for any actual losses suffered as a result of the Seller's breach.

C. IF BUYER DEFAULTS: If the Buyer fails to perform as required under this Agreement, the Seller's only legal remedy shall be to retain the Earnest Money Deposit (EMD) as agreed-upon liquidated damages. Both parties acknowledge that calculating the Seller's actual losses would be difficult, and the EMD represents a fair approximation of the damages the Seller would incur due to Buyer's nonperformance. The Seller further acknowledges that any additional funds not designated as part of the EMD in Section 1(B) will be promptly returned to the Buyer by the Escrow Holder.

Instructions to Escrow

20. ESCROW: If this Agreement or any issue related to it results in litigation or dispute, both Buyer and Seller agree—jointly and individually—to indemnify and release the ESCROW HOLDER from any liability or cost, except in cases of the ESCROW HOLDER's proven negligence or intentional wrongdoing. Should conflicting instructions or claims be made to the ESCROW HOLDER regarding this Agreement, the parties acknowledge and agree that the ESCROW HOLDER has the right to initiate an interpleader action, allowing the Court to direct all funds and documents in escrow to be deposited with the Court. Once the Court grants such an order, the ESCROW HOLDER is fully released from all obligations outlined in this Agreement. The ESCROW HOLDER will not be held responsible for the accuracy, validity, or authorization of any documents submitted, nor for the failure of either party to fulfill the terms of this or any related agreements. The ESCROW HOLDER's responsibility is limited solely to securely holding the received funds, instruments, or paperwork and distributing them according to the terms of this Agreement. If legal proceedings arise and the ESCROW HOLDER is required to participate, any associated costs, legal fees, and judgments incurred by the ESCROW HOLDER will be paid by the parties to this Agreement.

21. UNCLAIMED FUNDS: If transaction funds remain in the custody of the ESCROW HOLDER for a duration that qualifies them as "abandoned" under Chapter 120A of the Nevada Revised Statutes, the ESCROW HOLDER is granted permission to apply a monthly service fee to the inactive escrow account. This fee will be no less than $5.00 per month and will not exceed the maximum amount allowed by applicable laws or regulations. The ESCROW HOLDER is also authorized to continue deducting this fee from the account for as long as the funds remain in their possession..

Brokers

22. BROKER'S COMPENSATION/FEES: The Buyer requires, and the Seller agrees, as a condition of this contract per Section 2, that the Seller shall compensate both the Listing Agent and the Buyer's Agent—who shall be deemed third-party beneficiaries to this agreement—for the agreed-upon commission, either as a specific amount or a percentage of the final purchase price. This compensation reflects the offer made by the Seller or the Seller's Agent for bringing forth a ready, willing, and able Buyer under the terms of this agreement. The Seller further acknowledges that in the event of a breach of contract by the Seller, the Buyer's Agent, as a third-party beneficiary, may pursue legal remedies to recover the owed commission. Additionally, the Buyer □ agrees –OR– □ does not agree to pay the Buyer's Agent any supplemental compensation, as may be negotiated directly between the Buyer and their Agent.

23. HOLD HARMLESS AND WAIVER OF CLAIMS: Buyer and Seller acknowledge that they are not relying on any statements or promises made by the Brokers or their representatives. Buyer understands and accepts that the Property will be transferred at Close of Escrow (COE) in its present condition, with no guarantees or warranties unless specifically outlined in this agreement. Buyer agrees to independently evaluate the Property's condition before COE. Buyer understands that any descriptions of lot size or interior square footage provided by Brokers are approximate and not guaranteed, and that it is the Buyer's responsibility to verify these figures if important. Buyer releases Brokers and their representatives from any liability for: (a) any physical or structural issues with the Property; (b) incorrect estimates of size or acreage; (c) hazardous materials or environmental issues; (d) the Property being in a flood zone; (e) nuisance factors such as proximity to highways or airports; (f) zoning matters; (g) tax-related implications; or (h) consequences stemming from Buyer's failure to inspect or walk through the Property. Buyer accepts full responsibility for investigating these issues and agrees to conduct any due diligence, inspections, or research deemed necessary. Regardless, any liability on the part of the Broker is strictly limited to the amount of commission or compensation received in connection with this transaction.

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Other Matters

24. DEFINITIONS: "Acceptance" refers to the date on which both Buyer and Seller have agreed to the final terms of the contract by signing this Agreement and any associated counteroffers, and such signed documents have been delivered to both parties in accordance with Section 25 of this Agreement. The term "**Agent**" refers to a licensed individual operating under the supervision of a Broker, or those acting on behalf of a developer. "**Agreement**" encompasses this primary contract along with all signed addenda and counteroffers that have been accepted. "**Appraisal**" refers to a formal valuation or Notice of Value required by a lender, prepared by a certified or licensed appraiser.

“Bona Fide” refers to something that is authentic or legitimate. “**Buyer**” indicates the individual(s) or legal entity intending to acquire ownership of the Property. “**Broker**” refers to the Nevada-licensed real estate professional identified in this document who represents either or both the Buyer and Seller, including any agents affiliated with the Broker. “**Business Day**” means any weekday that is not a Saturday, Sunday, or recognized public holiday. “**Calendar Day**” means any full day running from 12:00 a.m. to 11:59 p.m., unless noted otherwise. “**CFR**” stands for the Code of Federal Regulations. “**CIC**” refers to a Common Interest Community, previously referred to as a homeowners’ association (HOA). “**CIC Capital Contribution**” is a one-time, non-recurring fee or charge assessed by the CIC when a property changes hands. “CIC Transfer Fees” are administrative charges assessed by the CIC to update their ownership records. “**Close of Escrow (COE**)” is the date and time when the deed is officially recorded in the Buyer’s name. “**Default**” means a Party’s failure to fulfill one or more of its significant duties under this Agreement. “**Delivered**” refers to the act of sending or providing documents directly to the Parties or their agents via in-person delivery, electronic means (email or fax), overnight courier, or standard mail. “Down Payment” is the difference between the Purchase Price and the total loan amount. “**EMD**” stands for the Buyer’s earnest money deposit. “Escrow Holder” is the impartial third party responsible for managing the transaction closing process. “**FHA**” refers to the Federal Housing Administration of the United States. “**GLVAR**” is the Greater Las Vegas Association of REAL ESTATE. “**Good Funds**” refers to an acceptable method of payment as defined by the Escrow Holder in compliance with NRS 645A.171. “**IRC**” stands for the Internal Revenue Code. “**LID**” indicates a Limited Improvement District. “**N/A**” means not applicable. “**NAC**” refers to the Nevada Administrative Code. “**NRS**” stands for the Nevada Revised Statutes, including all updates. “Party” or “Parties” refers to either the Buyer, the Seller, or both collectively. “**PITI**” includes principal, interest, property taxes, and homeowner’s insurance. “**PMI**” means private mortgage insurance. “**PST**” stands for Pacific Standard Time and includes daylight saving adjustments if applicable. “**PTR**” means the Preliminary Title Report. “**Property**” describes the real estate and any included personal property being transferred through this transaction. “**Receipt**” means the successful delivery of a document to a Party or their representative. “**RPA**” stands for Residential Purchase Agreement. “Seller” identifies the person(s) or legal entity holding title to the Property. “SID” means Special Improvement District. “**Title Company**” refers to the business responsible for issuing title insurance. “**USC**” means the United States Code. “VA” refers to the U.S. Department of Veterans Affairs.

25. SIGNATURES, DELIVERY, AND NOTICES:

A. This Agreement may be executed in multiple counterparts, and each signed version shall collectively constitute a single, binding document. The parties may sign this Agreement and any related transaction documents either by hand or through electronic means. Signatures transmitted by fax will be treated as if they are originals.

B. When a Party is required to give notice under this Agreement, the notice may be sent by regular mail, in person, via overnight delivery, by fax, or through electronic transmission to the respective Party’s Agent. The notice will be considered effective when it is postmarked, received, faxed, delivery is confirmed, or, in the case of email, when a read receipt is confirmed. All documents or instruments related to this Agreement should be delivered to the Agent representing either the Seller or Buyer, if applicable. Any notice of cancellation must also be sent to Escrow in the same manner at the same time.

26. IRC 1031 EXCHANGE: Either the Seller or Buyer may choose to include this transaction in an IRC 1031 exchange. The party electing to initiate the exchange will bear all additional costs related to the exchange, without any expense to the other party. The other party agrees to sign any and all necessary documents required to complete the exchange process.

27. HUD/VA/FHA ESCAPE CLAUSE: It is specifically agreed that, regardless of any other terms in this agreement, the Buyer is not required to complete the purchase of the property or face any penalty, including the forfeiture of earnest money, unless the Buyer has received, in accordance with HUD/FHA or VA regulations, a written statement from the Federal Housing Commissioner, the Department of Veterans Affairs, or a Direct Endorsement Lender, confirming that the appraised value of the property is at least equal to the agreed-upon purchase price. The Buyer, however, retains the option to proceed with the purchase regardless of the appraised value. The appraised value is used solely to determine the maximum mortgage amount that HUD will insure or the percentage that the VA will guarantee. HUD/FHA or VA does not provide any warranty regarding the value or condition of the property. The Buyer should ensure that both the price and condition of the property meet their satisfaction.

28. OTHER ESSENTIAL TERMS: Time is a critical element of this Agreement. No alteration, modification, or amendment to this Agreement will be effective or enforceable unless it is made in writing and signed by all parties involved. This Agreement shall be binding upon the heirs, successors, and assigns of the parties. This Agreement is executed with the intention of being carried out in the State of Nevada, and the laws of Nevada shall govern its interpretation and enforcement. Property is situated. If any party retains legal representation to pursue litigation for the enforcement or prevention of a breach of any provision of this Agreement, or for any other legal remedy, the prevailing party will be entitled to reimbursement from the losing party for all reasonable costs and expenses incurred, including, but not limited to, attorney's fees and other legal costs.

THIS AGREEMENT IS LEGALLY ENFORCEABLE. All parties are strongly encouraged to obtain independent legal and tax counsel to review the terms of this Agreement..

THIS FORM HAS BEEN APPROVED BY THE GREATER LAS VEGAS ASSOCIATION OF REAL ESTATE (GLVAR). NO WARRANTY IS MADE REGARDING THE LEGAL VALIDITY OR SUFFICIENCY OF ANY CLAUSE IN A PARTICULAR TRANSACTION. A LICENSED REAL ESTATE BROKER IS THE INDIVIDUAL QUALIFIED TO PROVIDE ADVICE ON REAL ESTATE MATTERS. IF YOU REQUIRE LEGAL OR TAX GUIDANCE, PLEASE CONSULT A QUALIFIED PROFESSIONAL

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29. ADDENDUM/ADDENDA ATTACHED: ____________________

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30. ADDITIONAL TERMS: ____________________

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Acknowledgment of Offer by Buyer

Confirmation of Representation: The Buyer is being represented in this transaction by:

Buyer's Broker: ________________________________ Agent's Name: ____
Company Name: ______________________________ Agent's License Number: _____________________________________
Broker's License Number: ______________________ Office Address: ____
Phone: ____ City, State, Zip: ____
Fax: ____ Email: ____

BUYER LICENSEE DISCLOSURE OF INTEREST: Pursuant to NRS 645.252(1)(c), a real estate licensee must disclose if he/she is a principal in a transaction or has an interest in a principal to the transaction. Licensee declares that he/she: ☐ **DOES NOT** have an interest in a principal to the transaction. **–OR–** ☐ **DOES** have the following interest, direct or indirect, in this transaction: ☐ Principal (Buyer) **–OR–** ☐ family or firm relationship with Buyer or ownership interest in Buyer (if Buyer is an entity): (specify relationship) ____
____.

Seller must respond by: __________(☐ AM ☐ PM) on (month) _____________, (day) ____, (year) ________. Unless this Agreement is accepted, rejected, or countered and delivered to the Buyer's Broker prior to the specified date and time, this offer will expire and become null and void. After the Acceptance date, the Buyer agrees to adhere to all terms outlined in this Agreement, along with any signed addenda, disclosures, and attachments.

Buyer's Signature	Buyer's Printed Name	Date	Time
______________	______________	______	_____:_____ ☐ AM ☐ PM
______________	______________	______	_____:_____ ☐ AM ☐ PM
______________	______________	______	_____:_____ ☐ AM ☐ PM
______________	______________	______	_____:_____ ☐ AM ☐ PM

Seller's Response

Confirmation of Representation: The Seller is being represented in this transaction by:

Seller's Broker: ______________________________ Agent's Name: ____
Company Name: _____________________________ Agent's License Number: ___________________________________
Broker's License Number: _____________________ Office Address: ____
Phone: ___________________________________ City, State, Zip: ____
Fax: _____________________________________ Email: ____

SELLER LICENSEE DISCLOSURE OF INTEREST: Pursuant to NRS 645.252(1)(c), a real estate licensee must disclose if he/she is a principal in a transaction or has an interest in a principal to the transaction. Licensee declares that he/she: ☐ **DOES NOT** have an interest in a principal to the transaction. **–OR–** ☐ **DOES** have the following interest, direct or indirect, in this transaction: ☐ Principal (Seller) **–OR–** ☐ family or firm relationship with Seller or ownership interest in Seller (if Seller is an entity): (specify relationship)____.

☐ **FIRPTA:** If applicable (as indicated in the Seller's Response), the Seller agrees to complete, sign, and provide the Buyer's FIRPTA Designee with a certificate stating whether the Seller is considered a foreign person or a nonresident alien under the Foreign Investment in Real Property Tax Act (FIRPTA). A foreign person includes a nonresident alien individual, a foreign corporation not treated as a domestic corporation, or a foreign partnership, trust, or estate. A resident alien is not classified as a foreign person under FIRPTA. Further information regarding this classification can be found at www.irs.gov. Both Buyer and Seller understand that if the Seller is a foreign person, the Buyer is required to withhold a tax amount, as determined by the Buyer's FIRPTA Designee, in accordance with FIRPTA, unless an exemption applies. The Seller agrees to sign and deliver the necessary documents to the Buyer's FIRPTA Designee, which will be provided by the Buyer's FIRPTA Designee, in order to determine if withholding is necessary. (See USC Section 1445)..

SELLER DECLARES that he/she ☐ **is not –OR–** ☐ is a foreign person therefore subjecting this transaction to FIRPTA withholding. **SELLER(S) INITIALS:** ________/________/ ________/________

☐ **ACCEPTANCE:** The Seller(s) acknowledges that they accept and agree to be obligated by all terms of this Agreement, as well as any signed addenda, disclosures, and attachments.

☐ **COUNTER OFFER:** Seller accepts the terms of this Agreement subject to the attached Counter Offer #1.

☐**REJECTION:** In accordance with NAC 645.632, Seller hereby informs Buyer the offer presented herein **is not** accepted.

________________________ ____ ______:______ ☐ AM ☐ PM
Seller's Signature Seller's Printed Name Date Time

________________________ ____ ______:______ ☐ AM ☐ PM
Seller's Signature Seller's Printed Name Date Time

________________________ ____ ______:______ ☐ AM ☐ PM
Seller's Signature Seller's Printed Name Date Time

________________________ ____ ______:______ ☐ AM ☐ PM
Seller's Signature Seller's Printed Name Date Time