



PURCHASE PACKET DOCUMENT EXPLANATION & INSTRUCTIONAL GUIDE

Thank you for the opportunity to assist you with your real estate purchase. The information contained herein shows the order of the documents in this packet, includes a brief paraphrase explanation summary of each document and instructions on how to fill them out. In no way should these summaries be construed as a complete explanation and it is recommended that you take your time and read the documents carefully and/or consult with your choice of appropriate counsel. For questions please call to arrange a conference or personal appointment to discuss your questions or concerns. Our goal is your comfort in understanding the documents.

The packet format will allow you to enter information in the blue fields. Upon completion print out all of the documents, sign and initial them, where applicable. (Please note the pdf format will not allow you to save this packet.) Once you have thoroughly reviewed all of the documents, signed and initialed where applicable, (note the yellow highlights and flags), please send them back by one of the following methods; 1.) By US Mail, FedEx or hand delivered:

- 1.) Prudential American Group REALTORS®
c/o Platinum Elite Group, 7475 W. Sahara Av., #100
Las Vegas, NV, 89117
- 2.) Fax: 1-702-317-3424,
- 3.) Email: Offers@PlatinumElite.com.

Upon our receipt the documents will be reviewed for accuracy. After any required corrections the packet will be submitted by our administration for processing in preparation for submitting our offer to the seller.

You will start completing this packet by entering information into the 2 page "*Statement of Information*" form, which directly follows this guide. The information entered into this document will auto-populate all of the rest of the documents in the entire packet. **DO NOT** alter or change any existing, pre-filled in fields in this document or on any of the other documents as this will alter the entire packet. The **ONLY** exception would be to correct a spelling error or a date. Enter data into all of the empty fields that you can. The more information the better.

I suggest that you call our office and coordinate a time so that we can go over the documents you have to fill out in order to advise you and better assist you with completing them correctly.

Document List:

1. Purchase Packet Document Explanation and Instructional Guide.
2. Statement of Information – A general information sheet about you and/or your family needed by the title company we will be working with for identity verification purposes and additionally for our Client Appreciation Program. Fill out as much as possible..
*Sign where applicable, date and return this document.

3. Buyer Broker Agreement – This a contract between you and our brokerage which creates the agency relationship to *represent* you, the buyer. It allows my broker to be paid a commission, paid by the seller. It applies to any properties that you are shown during the time frame of this agreement. It also provides a measure of protection for the brokerage in the event of a breach. Please take special note of #16 as it modifies #3.
*Completely fill out Buyer section on page 2, sign, date and return this document
4. Duties Owed by a Nevada Real Estate Licensee – This document outlines my obligations and duties to all parties in the transaction to act fairly and honestly, to respect confidentiality, to disclose material facts and to advise the client to seek the advice of an expert relating to matters which are beyond the licensee's expertise. In the section marked "Licensee Acting For Both Parties", right above the signature box, initial your choice in the space marked "May" or "May Not" that you would or would not consent to the possibility that I might represent both sides of a transaction in which you may be involved in the future.. (Such as if I represented you as the buyer's agent and you purchased a listing in which I was the listing agent.)
*Sign on the Buyer line, mark the date and the time and return this document.
5. Addendum to the Duties Owed by a Nevada Real Estate Licensee – This is an addendum added to the above Duties Owed form that says our team leader Donald Lainer heads a real estate team with Prudential American Group REALTORS®, of which I am a part, and that other licensees on his team may need to work on your file on my behalf in the event that I cannot. For example; if I was on vacation and had to have another team agent work on the transaction on my behalf. They are held to the same obligations and standards as established in the Duties Owed by a Nevada Licensee.
*Sign and date on the buyer lines and return this document.
6. Confirmation Regarding Real Estate Agent Relationship - This document establishes who is representing who in the transaction.
*Sign, date and mark the time on the buyer line and return this document.
7. Consent to Act – This document relates to the Duties Owed form where you are asked if you consent to your agent also representing the other party in the transaction. For example, if a buyer comes to the table without representation and requests the listing agent to write an offer on their behalf, even though the listing agent represents the seller. This could create a conflict of interest that must be disclosed and accepted by both parties. Another situation would be where another member of our team may represents a listing that a buyer wants to make an offer on and because they are on the same team and under the same broker's umbrella it creates, "technically", a conflict of interest which must be disclosed and accepted by both parties even though they are separate entities.
*Sign, date and return this document.
8. Authorization to Template – This is an authorization to keep blank forms on file to be utilized when and if needed. They are only used with the buyer's permission and with the buyer's verbal instruction. Should the need arise that one of these blank, but pre-signed, forms needed to be used we would contact you by phone or email to get your verbal instruction as to its implementation. This is especially prudent when the seller lives out of town or is unavailable or we are making multiple offers on properties, etc., where, in the interest of time, we need to use the form quickly.
*Sign and date at the bottom and return this document.

9. The Residential Purchase Agreement – Please review thoroughly until you are comfortable with all of its content. If you have questions please let me know or, if you would like, consult with your choice of counsel.
*Initial at the bottom of each of the 11 pages, and on page 11, under “Buyer’s Acknowledgement of Offer”, sign your name(s), print, date, mark the time and return this entire document.
10. Short Sale Addendum to Purchase Agreement – This disclosure establishes certain criteria. It explains, briefly, what a short sale is, that the sale is contingent upon the lender’s approval, the approval must be in writing to the buyer, establishes certain time periods, establishes close of escrow criteria, explains there is no guarantee of lender approval, the buyer can accept back up offers after the property is put into Contingent Status, the buyers can cancel at any time up until the end of the due diligence period, establishes that a foreclosure action is in process, seller should seek professional advice regarding tax of legal issues, unfulfilled contingency is when the lender rejects the short sale the executed Purchase Agreement is then null and void.
*Initial at the bottom of page 1 and 2 and sign and date on page 2 and return this document.
11. Addendum to Purchase Agreement – Due Diligence and EMD release – We use this one in case we have to re-establish when the due diligence period starts and/or the refunding of the earnest money deposit.
*Sign at buyer spot only and return this document. Do not date it. I will date and mark the time on your behalf when and if it is needed.
12. Prudential All Inclusive Disclosure / Waiver – This document addresses issues of possible problems with the property. This document is intended to be completed by the seller and is required by Prudential. If your purchase is a regular real estate transaction we will send this document to the seller to sign and once we have it back from the seller we will forward it to you to for review and your initials. If you are purchasing an “REO” property you are buying “AS-IS” and this document will not be completed by the (bank) seller. You will just initial and sign where applicable to verify you were given this document and that you are aware of the possible issues disclosed therein.
*If this is a regular real estate transaction, keep this document for review. Do return it.
*If this is an “REO” transaction, initial at the bottom of all three pages and on page 3 print your Name, sign, date and return this document.
13. Counter Offer – This signed, but also left blank, document is used when and if there is a need to counter the buyer for what ever reason. They may ask for something or a condition that may not be possible to provide and we would use this form to address that scenario.
*Sign at buyer spot only and return this document. Do not Date it. I will date and mark the time on your behalf when and if it is needed.
- This document along with several other documents to follow will remain blank until needed and may or may not be used at all. They are referenced in the Authorization to Template form, mentioned above, which addresses utilizing blank forms when necessary and with your verbal permission. As most documents are time sensitive this method is not only efficient but saves a lot of valuable time, especially if you are not available to sign personally. .*
14. Addendum to Purchase Agreement – This is another signed but left blank document that is used “just-in-case.” Anything that must be signed by both parties and becomes a part of the purchase agreement is handled with this document.
*Sign at buyer spot only and return this document. Do not date it. I will date and mark the time on your behalf when and if it is needed.

15. Addendum to Purchase Agreement – Reimbursement – This addendum is used in the event that we pay for some of the fees on behalf the buyer or seller. It allows us to be reimbursed for those fees, usually at the close of escrow. This again is a just-in-case document.
*Sign at buyer spot only and return this document. Do not date it. I will date and mark the time on your behalf when and if it is needed.
16. Personal Property Addendum to Purchase Agreement – We use this to add any personal property items to the purchase agreement that may come up later, for example a hot tub was requested by the buyer to stay with the property or the seller later decides that they do not want to keep something that they originally stated did not go with the sale of the property.
*Sign at buyer spot only and return this document. Do not date it. I will date and mark the time on your behalf when and if it is needed.
17. Before You Purchase in a CIC – This disclosure points out some of the issues involved when purchasing a home in a common interest community. (HOA)
*Sign, date and mark the time on page two and return this document.
18. Purchaser’s Receipt of Common Interest Community “Resale Package”. – This addresses the HOA documents you will receive during the Due Diligence period, if applicable. Once I receive the HOA docs I will fill in my portion on the left side as to whether I have received what we are supposed to and then I will send it to you. After you are satisfied everything is there sign this document and get back to me right away. You will have 5 days to review the CC&Rs, etc. If you don’t like what they say you can cancel the deal without penalty and get your earnest money back. If I don’t have a cancellation in writing within that 5 days it will be assumed that you accept everything. This is addressed in the Purchase Agreement.
*We will fill it out when applicable. Do not return yet.
19. Non-Receipt of Resale Package - This form is used in the event that the seller does not provide the "Re-Sale Package" or that you opt not to receive it.
*Sign and return this document. I will date it on your behalf when and if it is needed.
20. For Your Protection Get a Home Inspection – This form encourages getting a home inspection of the subject property.
*Initial at the bottom of page 1 and on page 2 mark the appropriate box that expresses your decision as to whether or not you want a home inspection. Sign, date and return this document.
21. Home Inspection/Appraisal Report Addendum - This form is used after the home inspection and addresses whether the buyer waives the home inspection, approves of the inspection report and will go forward with the purchase or disapproves of the inspection report and wants the seller to fix any defective items. The seller can respond and then the buyer can respond back.
*Sign, and initial at the bottom of pages 1 and 2 and return. I will date it on your behalf when and if it is needed.
22. Waiver of Inspections - This document is used in the event that you desire to waive all or specific inspections. Mark the options desired if this document is used.
*Sign and return this document. I will date it on your behalf when and if it is needed.

23. Affiliated Business Arrangement Disclosure – This document discloses the fact the Prudential Americana Group has a direct or indirect interest in the named companies. This must be disclosed, in the event any of these companies are used in the course of the transaction, to prevent any semblance of impropriety.
*Date, initial where applicable and sign, date at the bottom and return this document.
24. PEG Disclosure of Interest – This document discloses the fact the Prudential Americana Group and/ or it's agents may have an indirect interest in the named companies. This must be disclosed, in the event any of these companies are used in the course of the transaction, to prevent any semblance of impropriety.
*Print and sign your name, date and return this document.
25. Explanation of Brokerage Administrative Charge - This is a fee that the buyer will be responsible for which is for actual services rendered by the brokerage for the transaction.
*Sign, date and return this document.
26. Broker Administrative Fee Invoice – The document is the actual invoice regarding the previously mentioned services which you receive. The invoice itself is forwarded to the title company to be billed back at the close of escrow.
*Sign and date and return the invoice portion only.
27. Estimated Costs and Net Proceeds Analysis – This form is an estimate only of what closing costs may be involved with the transaction. I try to estimate costs on the high side and the impounds, if applicable, are figured as if the sale was closing in the middle of the month, which is a "middle of the road" case scenario due to prorations. However, it shows you an approximation of what you will need to close. It is similar to the Good Faith Estimate you should receive from your lender. The real figures will be computed by the lender and title company and shown on the final HUD1.
*Initial at the bottom of page one and sign and date on the buyer lines on page two if it had been completed and return this document.
28. Did You Know You Are Buying An REO? - This document explains what an REO is and some of the issues that may be applicable in purchasing one.
*Sign, date and mark the time and return this document.
29. Waiver of NRS Chapter 113 "AS IS Purchase" - This form is typically required when purchasing a bank owned "REO" property. The property is purchased "as is" and you are waving your buyer's rights concerning possible material defects. This is typically required by the bank as a condition of the sale.
*Please have this notarized when you sign and return.
30. Lead Based Paint Disclosure Form - This disclosure is used when and if purchasing any properties built prior to 1980 and is used to inform you of the hazard issue to children arising from the lead based paint used back then. The seller has to disclose any information that is applicable and the buyer acknowledges receipt.
*Sign, date and return this document.
31. Hold Harmless Agreement - Lease option - In the event a lease option becomes a factor in the purchase this document addresses typical issues involving this type of transaction.
*Initial where applicable, sign, date and return this document.

32. Addendum to the Buyer Broker Agreement – In the event a lease option is entered into for the purchase of a property this form releases a portion of the earnest money deposit to the broker as partial compensation with the balance due when the option is executed at final close of escrow.
*Sign, date and return this document.

33. Residential Disclosure Guide (signature page) – This is required by the State of Nevada and explains many of the disclosures and terms involved in most real estate transaction in Nevada. The booklet itself is part of the "Leave Behind" file that is also attached.
*Sign and date on the signature page and return. (Do not return the signature page in the actual booklet)

34. Walk-Through Inspection Form – This form is used during the last three days when we do a final walk through inspection before the close of escrow to make sure the property is still in the same condition as when you first saw it.
*We will fill this out when the inspection is complete. Sign and return but do not date. We will date it when the walk through is completed.

***The additional attached file is the "leave behind" Residential Disclosure Guide, mentioned above, for you to keep. We do not need this returned.**

Please sign and return this page.

Printed Name

SIGN HERE

Buyer Signature

Date

Printed Name

Buyer Signature

Date

STATEMENT OF INFORMATION FORM - BUYER

Please provide the following necessary information for the Title/Escrow Company's Client Identification Confirmation Process and for our Client Appreciation Program. This information is critical as the Title Company is being asked to issue title insurance on a transaction involving real property. In that regard, they may encounter liens, judgments, bankruptcies, divorces and/or liens against persons with the same or similar name as yours. This statement is to be signed by each party to the transaction (both spouses, if married).

Contact Information:

- Check here and enter name if a Trust, LLC, or Partnership buyer: _____
Authorized Signatory: _____
- Check here if 1 private buyer Check here if 2 private buyers Check here if married private buyers
- Check here if there is a Power Of Attorney. Authorized Signatory _____

Buyer 1 Name: _____
Current St. Address: _____
City: _____ State: _____ Zip: _____
Maiden Name: _____
Date of Birth: _____
Social Security No.: _____
Marriage Date: _____
Home Ph: _____ Cell Ph: _____
Work Ph: _____ Fax: _____
Email Address: _____

Buyer 2 Name: _____
Current St. Address: _____
City: _____ State: _____ Zip: _____
Maiden Name: _____
Date of Birth: _____
Social Security No.: _____
Marriage Date: _____
Home Ph: _____ Cell Ph: _____
Work Ph: _____ Fax: _____
Email Address: _____

Buyer 1 - Residences Past 10 Years: (If not applicable enter N/A here _____)

Previous Residence 2: _____ City: _____ State: _____ Zip: _____
Previous Residence 3: _____ City: _____ State: _____ Zip: _____

Buyer 2 - Residences Past 10 Years: (If not applicable enter N/A here _____)

Previous Residence 2: _____ City: _____ State: _____ Zip: _____
Previous Residence 3: _____ City: _____ State: _____ Zip: _____

Buyer 1 - Former Marriages: (If not applicable enter N/A here _____)

Name of Former Husband/Wife: _____ If Deceased, Date: _____
Divorced: Yes No When: _____ Where: _____

Buyer 2 - Former Marriages: (If not applicable enter N/A here _____)

Name of Former Husband/Wife: _____ If Deceased, Date: _____
Divorced: Yes No When: _____ Where: _____

Buyer 1 - Tax Filing Status:

Filed as Trust, Partnership, LLC? Yes No Last Year(s) Filed? _____
Filed as single individual? Yes No Last Year(s) Filed? _____
Married filing jointly? Yes No Last Year(s) Filed? _____
Married filing separately? Yes No Last Year(s) Filed? _____



Buyer 2 - Tax Filing Status:

Filed as Trust, Partnership, LLC? Yes No Last Year(s) Filed? _____
Filed as single individual? Yes No Last Year(s) Filed? _____
Married filing jointly? Yes No Last Year(s) Filed? _____
Married filing separately? Yes No Last Year(s) Filed? _____

Occupational Info:

Buyer 1 Employer: _____
Emplr. Addr: _____
City: _____ State: ____ Zip: _____
Employer Phone: _____
Supervisor: _____
Position/Department: _____
Employment Dates: _____
Annual Salary: _____
Days Off: _____ Hrs: _____

Buyer 2 Employer: _____
Emplr. Addr: _____
City: _____ State: ____ Zip: _____
Employer Phone: _____
Supervisor: _____
Position/Department: _____
Employment Dates: _____
Annual Salary: _____
Days Off: _____ Hrs: _____

Buyer 1 - Licensee Disclosure of Interest: (If not applicable enter N/A on each blank lines in this section)

Are you a licensed real estate agent? Yes No If so, in what state? _____
Enter your name exactly as it is written on your license? _____
If licensed, what is your interest in this property, Principal (Buyer) Family Relationship Business
If business, what is your business interest?: _____

Buyer 2 - Licensee Disclosure of Interest: (If not applicable enter N/A on each blank lines in this section)

Are you a licensed real estate agent? Yes No If so, in what state? _____
Enter your name exactly as it is written on your license? _____
If licensed, what is your interest in this property, Principal (Buyer) Family Relationship Business
If business, what is your business interest?: _____

Property Information:

Subject Property Address: _____ City: _____
County: _____ State: ____ Zip: _____ APN #: _____
Master Plan Name: _____ Master Plan Dues: _____
HOA 1 Name: _____ HOA Dues: _____
HOA 2 Name: _____ HOA Dues: _____
HOA/CIC Assessments: _____ HOA/CIC Capitol Contribution: _____
SID/LID Balance Due: \$ _____ SID/LID Amount Is Due: Monthly Semi-Annual Annual
Purchase: Lease: MLS #: _____ Property Type: _____ MLS Area: _____

Buyer Broker Information:

Buyer Broker Firm Name: _____ Prudential Americana Group REALTORS®
Buyer Broker Name: _____ Forrest Barbee Buyer Broker License Number: _____ 0055676
Buyer Broker Public ID: _____ 203176 Buyer Broker Telephone Number: _____ 702-796-7777
Buyer Broker Fax Number: _____ 702-796-1306



Buyer Agent Information:

Buyer Agent Name: _____ Buyer Agent License Number: _____
Buyer Agent Office Address: 7475 W. Sahara Ave., #100, Las Vegas, NV 89117
Buyer Agent Public ID: _____ Buyer Agent Office Code: AMEG 01
Buyer Office Telephone Number: 702-315-7513 Buyer Agent Office Fax Number: 702-365-6931
Buyer Agent Cell Phone Number: _____ Buyer Agent Email Address: _____

Title/Escrow Company Information:

Title Company Name: _____ Title Company Phone: _____
Title Company Address: _____ City: _____ State: _____ Zip: _____
Escrow Officer: _____ Phone: _____ Fax: _____ Email: _____
Escrow Assistant: _____ Phone: _____ Fax: _____ Email: _____

The undersigned declares, under penalty of perjury, that the forgoing is true and correct.

SIGN HERE

Signature _____ **Date** _____

Printed Name

Signature _____ **Date** _____

Printed Name

Buyer's Initials _____

INITIAL HERE

CLIENT REFERRAL and APPRECIATION PROGRAM

Referrals:

Do you know anyone who is interested in buying or selling real estate? Yes No

Are they represented by a real estate agent? Yes No

Referral 1:

Name: _____ Phone: _____ Email Address: _____
Address: _____ City: _____ State: _____ Zip: _____

Referral 2:

Name: _____ Phone: _____ Email Address: _____
Address: _____ City: _____ State: _____ Zip: _____

Favorites:

Restaurants: _____

Movies: _____ Soft Drinks: _____

Flowers: _____ Fruits: _____ Snacks: _____

Music: _____ Clubs / Organizations: _____

Entertainment/TV Programs: _____

Computers/Games: _____ Animals: _____

Hobbies/Interests: _____

Sports: _____

Optional Information:

Seller 1:

Parents' Names: _____

Parent's Phone: _____

Parent's Address: _____

City: _____ State: _____ Zip: _____

Seller 2:

Parents' Names: _____

Parent's Phone: _____

Parent's Address: _____

City: _____ State: _____ Zip: _____

Children's Names: _____

Children's Birthdays: _____

Pet's Names: _____

Special Notes:



1 **EXCLUSIVE RIGHT TO REPRESENT BUYER**
2 **AND AGENCY AGREEMENT**



3
4 I/We, _____ ("Buyer") hereby employs and

5 grants Prudential Americana Group REALTORS ("Broker") the exclusive and irrevocable right, commencing

6 (Company Name)

7 on _____, _____, and expiring at midnight on _____,
8 to locate property and negotiate terms and conditions acceptable to Buyer for purchase, exchange, option, or lease as follows:
9
10

11
12 **1. General Nature of Property:** Buyer represents that he intends to acquire an interest in one or
13 more properties meeting the following general description:

14 Type: _____ Residential _____ Land _____ Commercial _____ Other: _____
15

16 **2. Broker Compensation:** Broker's compensation shall be paid at the time of and as a condition of
17 closing as follows:

18 a. Buyer agrees to pay Broker 3.0 % of the selling price of the Property or the set
19 amount of \$ TBD. Buyer authorizes Broker to accept compensation offered by seller or
20 seller's broker, which compensation shall be credited against any compensation owed by Buyer
21 to Broker.

22 b. In addition to the compensation in 2(a), Buyer agrees to pay Broker \$ N / A for
23 N / A

24 c. Buyer agrees to compensate Broker if the Buyer or any other person acting on the
25 Buyer's behalf enters into an agreement to purchase, exchange, option, or lease and property of
26 the general nature described herein.

27 d. If completion of any transaction is prevented by Buyer's Default or with the consent of
28 Buyer, the total compensation due under this Agreement shall be immediately due and payable
29 by Buyer.

30 e. Buyer agrees to pay such compensation if Buyer within 180 calendar days after the
31 termination of this Agreement enters into an agreement to purchase, exchange, option or lease
32 any property shown to or negotiated on behalf of the Buyer by Broker during the term of this
33 Agreement, unless Buyer enters into a subsequent agreement with another Broker.

34 f. Commissions payable for the purchase, exchange, option or lease of property are not set
35 by any Board or Association of REALTORS® or Multiple Listing Service or in any manner
36 other than as negotiated between Broker and Buyer.

37
38 **3. Retainer Fee:** Buyer agrees to pay and Broker acknowledges receipt of a non-refundable
39 retainer fee in the amount of \$ 1,500.00 payable to Broker for initial counseling, consultation and
40 research, which retainer fee _____ (shall) _____ (shall not) be credited against any other compensation
41 owed by Buyer to Broker as provided above. (See #16, Additional Terms)
42

43 **4. New Home/Lot Sales:** Buyer acknowledges that some sellers (particularly new home
44 subdivisions, open houses and for-sale-by-owner) will compensate Broker only if Broker accompanies
45 Buyer on the first home/lot visit. Buyer agrees that if Buyer makes a first visit without Broker, resulting
46 in a seller's refusal to compensate Broker, that Buyer will compensate Broker as provided above.
47
48
49

- 1 **5. Buyer's Duties:** Buyer agrees to work exclusively with Broker and to provide to Broker or
2 lender, upon request, information necessary to assure Buyer's ability to acquire property described
3 above. Buyer further agrees to view or consider property of the general type set forth in this Agreement,
4 and to negotiate in good faith to acquire such property.
5
- 6 **6. Equal Housing Opportunity:** It is the policy of the Broker to abide by all local, state, and
7 federal laws prohibiting discrimination against any individual or group of individuals. The Broker has
8 no duty to disclose the racial, ethnic, or religious composition of any neighborhood, community, or
9 building, nor whether persons with disabilities are housed in any home or facility, except that the agent
10 may identify housing facilities meeting the needs of a disabled buyer.
11
- 12 **7. Other Potential Buyers:** Buyer consents and acknowledges that other potential buyers
13 represented by Broker may consider, make offers on, or acquire an interest in the same or similar
14 properties as Buyer is seeking.
15
- 16 **8. Mediation/Arbitration:** The Broker and Buyer hereby agree that any dispute concerning the
17 terms and conditions of this contract shall be resolved through mediation and arbitration proceedings at
18 the GLVAR in accordance with local rules of procedure and the standards of practice of the National
19 Association of REALTORS®. If a lawsuit is filed by either party, that lawsuit shall be stayed until the
20 dispute is resolved or terminated in accordance with this paragraph.
21
- 22 **9. Attorneys Fees:** In the event suit is brought by either party to enforce this Agreement, the
23 prevailing party is entitled to court costs and reasonable attorneys fees.
24
- 25 **10. Nevada Law Applies:** This Agreement is executed and intended to be performed in the State of
26 Nevada, and the laws of the Nevada shall govern its interpretation and effect. The parties agree that the
27 State of Nevada, and the county in which the Property is located, is the appropriate judicial forum for
28 any litigation, arbitration or mediation related to this Agreement.
29
- 30 **11. Capacity:** Buyer warrants that Buyer has the legal capacity, full power and authority to enter
31 into this Agreement and consummate the transaction contemplated hereby on Buyer's own behalf or on
32 behalf of the party Buyer represents.
33
- 34 **12. Entire Contract:** All prior negotiations and agreements between the parties are incorporated in
35 this Agreement, which constitutes the entire contract. Its terms are intended by the parties as a final,
36 complete, and exclusive expression of their agreement with respect to its subject matter and may not be
37 contradicted by evidence of any prior agreement or contemporaneous oral agreement. This Agreement
38 and any supplement, addendum, or modification, including any photocopy or facsimile, may be
39 executed in two or more counterparts, all of which shall constitute one and the same writing. The terms
40 of this Agreement may not be amended, modified or altered except through a written agreement signed
41 by all of the parties hereto.
42
- 43 **13. Partial Invalidity:** In the event that any provision of this Agreement shall be held to be invalid
44 or unenforceable such ruling shall not affect the validity or enforceability of the remainder of the
45 Agreement in any respect whatsoever.
46
47

1 **14. Buyer Declaration:** Buyer acknowledges and warrants by signature(s) below that s/he is not
2 already in any exclusive buyer representation agreement with any other broker in the state of Nevada.

3
4 **15. Acceptance:** Buyer hereby agrees to all of the terms and conditions herein and acknowledges
5 receipt of a copy of this Agreement.

6
7 **16. Additional Terms:** Retainer fee modification: Payment is only to be applicable in the event of
8 opening escrow and then buyer defaults after the Due Diligence period. Client hereby authorizes
9 and instructs escrow agent to immediately release retainer, non-refundable fee to Broker without
10 any further signed instruction.
11 _____
12 _____

13
14 **THE PRINTED PORTION OF THIS AGREEMENT HAS BEEN APPROVED BY THE GREATER LAS**
15 **VEGAS ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS THE LEGAL VALIDITY**
16 **OF ADEQUACY OF ANY PROVISION OR THE TAX CONSEQUENCES THEREOF. FOR LEGAL OR**
17 **TAX ADVICE, CONSULT YOUR ATTORNEY OR TAX ADVISOR.**

18
19 **BUYER:**

 SIGN HERE

20
21 **Buyer Signature:** _____ **Date:** _____

22
23 **Buyer Signature:** _____ **Time:** _____

24
25 Address: _____ City _____ State _____ Zip _____

26
27 Telephone: _____ Fax: _____ Email: _____

28
29 **BROKER:**

30
31 Broker Signature: _____ Date: _____

32
33 Company: Prudential Americana Group Designated Licensee: _____

34
35 Address: 7475 W Sahara Av., #100 City Las Vegas State NV Zip 89117

36
37 Telephone: 702-315-7513 Fax: 702-365-6931 Email: _____



Prudential

Americana Group, REALTORS®

DUTIES OWED BY A NEVADA REAL ESTATE LICENSEE This form does not constitute a contract for services nor an agreement to pay compensation.

In Nevada, a real estate licensee is required to provide a form setting forth the duties owed by the licensee to:
a) Each party for whom the licensee is acting as an agent in the real estate transaction, and b) Each unrepresented party to the real estate transaction, if any.

| | |
|---|--|
| Licensee: The licensee in the real estate transaction is _____ | |
| whose license number is: _____ The licensee is acting for [client's name(s)] _____ | |
| _____ who is/are the <input type="checkbox"/> Seller/Landlord; <input type="checkbox"/> Buyer/Tenant. | |
| Broker: The broker is _____ Forrest Barbee | |
| whose company is _____ Prudential Americana Group Realtors | |

Licensee's Duties Owed to All Parties:

A Nevada real estate licensee shall:

1. Not deal with any party to a real estate transaction in a manner which is deceitful, fraudulent or dishonest.
2. Exercise reasonable skill and care with respect to all parties to the real estate transaction.
3. Disclose to each party to the real estate transaction as soon as practicable:
 - a. Any material and relevant facts, data or information which licensee knows, or with reasonable care and diligence the licensee should know, about the property.
 - b. Each source from which licensee will receive compensation.
4. Abide by all other duties, responsibilities and obligations required of the licensee in law or regulations.

Licensee's Duties Owed to the Client:

A Nevada real estate licensee shall:

1. Exercise reasonable skill and care to carry out the terms of the brokerage agreement and the licensee's duties in the brokerage agreement;
2. Not disclose, except to the licensee's broker, confidential information relating to a client for 1 year after the revocation or termination of the brokerage agreement, unless licensee is required to do so by court order or the client gives written permission;
3. Seek a sale, purchase, option, rental or lease of real property at the price and terms stated in the brokerage agreement or at a price acceptable to the client;
4. Present all offers made to, or by the client as soon as practicable, unless the client chooses to waive the duty of the licensee to present all offers and signs a waiver of the duty on a form described by the division;
5. Disclose to the client material facts of which the licensee has knowledge concerning the real estate transaction;
6. Advise the client to obtain advise from an expert relating to matters which are beyond the expertise of the licensee; and
7. Account to the client for all money and property the licensee receives in which the client may have an interest.

Duties Owed By a broker who assigns different licensees affiliated with the brokerage to separate parties.

Each licensee shall not disclose, except to the real estate broker, confidential information relating to client.

INITIAL HERE

Licensee Acting for Both Parties: You understand that the licensee _____ may or _____ may not, in the future act for two or more parties who have interests adverse to each other. In acting for these parties, the licensee has a conflict of interest. Before a licensee may act for two or more parties, the licensee must give you a "Consent to Act" form to sign.

| | | | | | |
|--|------|------|--------------|------|------|
| I/We acknowledge receipt of a copy of this list of licensee duties, and have read and understand this disclosure. | | | | | |
| Seller/Landlord | Date | Time | Buyer/Tenant | Date | Time |
| Seller/Landlord | Date | Time | Buyer/Tenant | Date | Time |

SIGN HERE

CONFIRMATION REGARDING REAL ESTATE AGENT RELATIONSHIP

This form does not constitute a contract for services

Property Address:

In the event any party to the real estate transaction is also represented by another licensee who is affiliated with the same Company, the Broker may assign a licensee to act for each party, respectively. As set forth within the Duties Owed form, no confidential information will be disclosed. **This is is not such a transaction.**

I/We confirm the duties of a real estate licensee of which has been presented and explained to me/us. My/Our representative's relationship is:

| | |
|---|---|
| <p style="text-align: right;">_____ is the AGENT of</p> <p><input type="checkbox"/> Seller/Landlord Exclusively (2) <input type="checkbox"/> Buyer/Tenant Exclusively (3)</p> <p style="padding-left: 40px;"><input type="checkbox"/> Both Buyer/Tenant & Seller/Landlord (1)</p> | <p style="text-align: right;">_____ is the AGENT of</p> <p><input type="checkbox"/> Buyer/Tenant Exclusively (3) <input type="checkbox"/> Seller/Landlord Exclusively (2)</p> <p style="padding-left: 40px;"><input type="checkbox"/> Both Buyer/Tenant & Seller/Landlord (1)</p> |
|---|---|

(1) IF LICENSEE IS ACTING FOR MORE THAN ONE PARTY IN THIS TRANSACTION, you will be provided a **Consent to Act form for your review, consideration and approval or rejection. A licensee can legally represent both the Seller/Landlord and Buyer/Tenant in a transaction, but ONLY with the knowledge and written consent of BOTH the Seller/Landlord and Buyer/Tenant.**

(2) A licensee who is acting for the Seller/Landlord exclusively, is not representing the Buyer/Tenant and has no duty to advocate or negotiate for the Buyer/Tenant.

(3) A licensee who is acting for the Buyer/Tenant exclusively, is not representing the Seller/Landlord and has no duty to advocate or negotiate for the Seller/Landlord.

| | |
|---|---|
| <p>_____</p> <p><i>Seller's / Landlord's Company</i></p> | <p>Prudential Americana Group REALTORS</p> <p>_____</p> <p><i>Buyer's / Tenant's Company</i></p> |
| <p>by _____</p> <p style="text-align: center;"><i>Licensed Real Estate Agent</i></p> | <p>by _____</p> <p style="text-align: center;"><i>Licensed Real Estate Agent</i></p> |
| <p>_____</p> <p style="text-align: center;"><i>Date</i></p> <p style="text-align: right;">_____</p> <p style="text-align: right;"><i>Time</i></p> | <p>_____</p> <p style="text-align: center;"><i>Date</i></p> <p style="text-align: right;">_____</p> <p style="text-align: right;"><i>Time</i></p> |



 Seller/Landlord Date Time **Buyer/Tenant** **Date** **Time**

 Seller/Landlord Date Time **Buyer/Tenant** **Date** **Time**

CONSENT TO ACT

This form does not constitute a contract for services nor an agreement to pay compensation.

DESCRIPTION OF TRANSACTION: The real estate transaction is the sale and purchase or lease of

Property Address: _____

In Nevada, a real estate licensee may act for more than one party in a real estate transaction; however, before the licensee does so, he or she must obtain the written consent of each party. This form is that consent. Before you consent to having a licensee represent both yourself and the other party, you should read this form and understand it.

Licensee: The licensee in this real estate transaction is, _____ ("Licensee") whose license number is _____ and who is affiliated with Prudential Americana Group, REALTORS ("Brokerage").

Seller/Landlord _____
Print Name

Buyer/Tenant _____
Print Name

CONFLICT OF INTEREST: A licensee in a real estate transaction may legally act for two or more parties who have interests adverse to each other. In acting for these parties, the licensee has a conflict of interest.

DISCLOSURE OF CONFIDENTIAL INFORMATION: Licensee will not disclose any confidential information for one year after the revocation or termination of any brokerage agreement entered into with a party to this transaction, unless Licensee is required to do so by a court of competent jurisdiction or is given written permission to do so by that party. Confidential information includes, but is not limited to, the client's motivation to purchase, trade or sell, which if disclosed, could harm one party's bargaining position or benefit the other.

DUTIES OF LICENSEE: Licensee shall provide you with a "Duties Owed by a Nevada Real Estate Licensee" disclosure form which lists the duties a licensee owes to all parties of a real estate transaction, and those owed to the licensee's client. When representing both parties, the licensee owes the same duties to both seller and buyer. Licensee shall disclose to both Seller and Buyer all known defects in the property, any matter that must be disclosed by law, and any information the licensee believes may be material or might affect Seller's /Landlord's or Buyer's /Tenant's decisions with respect to this transaction.


NO REQUIREMENT TO CONSENT: You are not required to consent to this licensee acting on your behalf. You may

- Reject this consent and obtain your own agent,
- Represent yourself,
- Request that the licensee's broker assign you your own licensee.

CONFIRMATION OF DISCLOSURE AND INFORMATION CONSENT

BY MY SIGNATURE BELOW, I UNDERSTAND AND CONSENT: I am giving my consent to have the above identified licensee act for both the other party and me. By signing below, I acknowledge that I understand the ramifications of this consent, and that I acknowledge that I am giving this consent without coercion.

I/We acknowledge receipt of a copy of this list of licensee duties, and have read and understand this disclosure.

| | |
|---|---|
| <p>_____ <i>Seller/Landlord</i> _____ <i>Date</i> _____ <i>Time</i></p> <p>_____ <i>Seller/Landlord</i> _____ <i>Date</i> _____ <i>Time</i></p> | <div style="text-align: center; margin-bottom: 10px;">  </div> <p>_____ <i>Buyer/Tenant</i> _____ <i>Date</i> _____ <i>Time</i></p> <p>_____ <i>Buyer/Tenant</i> _____ <i>Date</i> _____ <i>Time</i></p> |
|---|---|

AUTHORIZATION TO TEMPLATE FORMS - BUYER

Property Address: _____

TO WHOM IT MAY CONCERN:

Please be advised that it may be beneficial for some forms to be used in a template format through out the entire listing and/or transaction where applicable.

By signing below I am hereby giving, Prudential Americana Group REALTORS®, Donald Lainer & Associates and PlatinumElite.com, LLC, instruction and authorization to, at any time, use forms as template forms in order to make, change, and/or amend transactions on single and/or multiple properties on my behalf with and/or without my written or verbal instruction for the purpose of upholding the transaction. I understand that my signature at the close of the file/transaction endorses and approves any and all template forms utilized.

I completely understand that it will be the goal of the Donald Lainer Team, to notify me periodically as to the transaction status regarding the utilization of the above applicable forms needed, however I am aware that I may call for a status update at my leisure. I understand, it is the responsibility of the Buyer and/or Seller to perform on any offer made and accepted. It is further understood that Prudential Americana Group REALTORS®, associates and/or affiliates, including PlatinumElite.com LLC. and the Donald Lainer Team, will now and at all times be held harmless in this instruction.



Signature

Date

Signature

Date

Printed Name

Printed Name



RESIDENTIAL PURCHASE AGREEMENT

(Joint Escrow Instructions and Earnest Money Receipt)

Date: _____

_____ (“Buyer”), hereby offers to purchase _____ (“Property”), within the city or unincorporated area of _____, County of _____, State of Nevada, A.P.N. # _____ for the purchase price of \$ _____ (_____ dollars) (“Purchase Price”) on the terms and conditions contained herein:

BUYER does, 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-** _____

(NOTE: It is a felony in the State of Nevada—punishable by up to four years in prison and a \$5,000 fine—to write a check for which there are insufficient funds. NRS 193.130(2)(d).)

\$ _____ **B. ADDITIONAL DEPOSIT** to be placed in escrow on or before (date) _____. The additional deposit will **-OR-** will not be considered part of the EMD. (Any conditions on the additional deposit should be set forth in Section 28 herein.)

\$ _____ **C. THIS AGREEMENT IS CONTINGENT UPON BUYER QUALIFYING FOR A NEW LOAN ON THE FOLLOWING TERMS AND CONDITIONS:**

Conventional, FHA, VA, Other (specify) _____. Interest: Fixed rate, _____ years – OR – Adjustable Rate, _____ years. Initial rate of interest not to exceed ____%. Initial monthly payment not to exceed \$ _____, not including taxes, insurance and/or PMI or MIP.

\$ _____ **D. THIS AGREEMENT IS CONTINGENT UPON BUYER QUALIFYING TO ASSUME THE FOLLOWING EXISTING LOAN(S):**


Conventional, FHA, VA, Other (specify) _____. Interest: Fixed rate, _____ years – OR – Adjustable Rate, _____ years. Initial rate of interest not to exceed ____%. Monthly payment not to exceed \$ _____, not including taxes, insurance and/or PMI or MIP.

\$ _____ **E. BUYER TO EXECUTE A PROMISSORY NOTE SECURED BY DEED OF TRUST PER TERMS IN “FINANCING ADDENDUM.”**

\$ _____ **F. BALANCE OF PURCHASE PRICE** (Balance of Down Payment) in cash or certified funds to be paid at Close of Escrow (“COE”).

\$ _____ **G. TOTAL PURCHASE PRICE.** (This price DOES NOT include closing costs, prorations, or other fees and costs associated with the purchase of the Property as defined herein.)

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer’s Name: _____ **BUYER(S) INITIALS:**  _____ / _____

Property Address: _____ **SELLER(S) INITIALS:** _____ / _____

1 **2. ADDITIONAL FINANCIAL TERMS & CONTINGENCIES:**

2 **A. NEW LOAN APPLICATION:** Within 3 business days of Acceptance, Buyer agrees to (1) submit a
3 completed loan application to a lender of Buyer's choice; (2) authorize ordering of the appraisal (per lender's requirements);
4 and (3) furnish a preapproval letter to Seller based upon a standard factual credit report and review of debt to income ratios. If
5 Buyer fails to complete any of these conditions within the applicable time frames, Seller reserves the right to terminate this
6 Agreement. In such event, both parties agree to cancel the escrow and return EMD to Buyer. Buyer

7 **does –OR–** **does not**
8 authorize lender to provide loan status updates to Seller's and Buyer's Brokers, as well as Escrow Officer. Buyer agrees to use
9 Buyer's best efforts to obtain financing under the terms and conditions outlined in this Agreement.

10 **B. CASH PURCHASE:** Within _____ business days of Acceptance, Buyer agrees to provide written evidence
11 from a bona fide financial institution of sufficient cash available to complete this purchase. If Buyer does not submit the
12 written evidence within the above period, Seller reserves the right to terminate this Agreement.

13 **C. APPRAISAL:** If an appraisal is required as part of this agreement, or requested by Buyer, and if the
14 appraisal is less than the Purchase Price, the transaction will go forward if (1) Buyer, at Buyer's option, elects to pay the
15 difference and purchase the Property for the Purchase Price, or (2) Seller, at Seller's option, elects to adjust the Purchase Price
16 accordingly, such that the Purchase Price is equal to the appraisal. If neither option (1) or (2) is elected, then Parties may
17 renegotiate; if renegotiation is unsuccessful, then either Party may cancel this Agreement upon written notice, in which event
18 the EMD shall be returned to Buyer.
19
20

21
22 **3. SALE OF OTHER PROPERTY:**

23 **A.** This Agreement
24 **is not –OR–**
25 **is** contingent upon the sale (and closing) of another property which address is
26 _____
27

28 **B.** Said Property
29 **is currently listed**
30 **is not –OR– is**
31 presently in escrow with _____
32 Escrow Number: _____ Proposed Closing Date: _____
33

34 When Buyer has accepted an offer on the sale of this other property, Buyer will promptly deliver a written notice of the sale to
35 Seller. If Buyer's escrow on this other property is terminated, abandoned, or does not close on time, this Agreement will
36 terminate without further notice unless the parties agree otherwise in writing. If Seller accepts a bona fide written offer from a
37 third party prior to Buyer's delivery of notice of acceptance of an offer on the sale of Buyer's property, Seller shall give Buyer
38 written notice of that fact. Within three (3) days of receipt of the notice, Buyer will waive the contingency of the sale and
39 closing of Buyer's other property, or this Agreement will terminate without further notice. In order to be effective, the waiver
40 of contingency must be accompanied by reasonable evidence that funds needed to close escrow will be available and Buyer's
41 ability to obtain financing is not contingent upon the sale and/or close of any other property.
42

43 **4. FIXTURES AND PERSONAL PROPERTY:** The following items will be transferred, free of liens, with the sale of
44 the Property with no real value unless stated otherwise herein. Unless an item is covered under Section 7(E) of this Agreement,
45 all items are transferred in an "AS IS" condition.

46 **A.** All EXISTING fixtures and fittings including, but not limited to: electrical, mechanical, lighting, plumbing
47 and heating fixtures, ceiling fan(s), fireplace insert(s), gas logs and grates, solar power system(s), built-in appliance(s),
48 window and door screens, awnings, shutters, window coverings, attached floor covering(s), television antenna(s),
49 satellite dishe(s), private integrated telephone systems, air coolers/conditioner(s), pool/spa equipment, garage door
50 opener(s)/remote control(s), mailbox, in-ground landscaping, trees/shrub(s), water softener(s), water purifiers, security
51 systems/alarm(s);
52

53 **B.** The following additional items of personal property: As stated in MLS # _____, dated _____
54 Washer, dryer, refrigerator to be included in this transaction.

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: _____ **BUYER(S) INITIALS:** _____ / _____
Property Address: _____ **SELLER(S) INITIALS:** _____ / _____

1 **5. ESCROW:**
 2 **A. OPENING OF ESCROW:** The purchase of the Property shall be consummated through Escrow
 3 ("Escrow"). Opening of Escrow shall take place by the end of one (1) business day after execution of this Agreement
 4 ("Opening of Escrow"), at _____ title or escrow company ("Escrow Company" or
 5 "ESCROW HOLDER") with _____ ("Escrow Officer") (or such other escrow officer as
 6 Escrow Company may assign). Opening of Escrow shall occur upon Escrow Company's receipt of this fully accepted
 7 Agreement and receipt of the EMD (if applicable). ESCROW HOLDER is instructed to notify the Parties (through their
 8 respective Brokers) of the opening date and the Escrow Number.

10 **B. EARNEST MONEY:** Upon Acceptance, Buyer's EMD as shown in Section 1(A), and 1(B) if applicable, of
 11 this Agreement, shall be deposited per the Earnest Money Receipt Notice and Instructions contained herein.

13 **C. CLOSE OF ESCROW:** Close of Escrow ("COE") shall be on (date) _____.
 14 If the designated date falls on a weekend or holiday, COE shall be the next business day.

16 **D. IRS DISCLOSURE:** Seller is hereby made aware that there is a regulation which became effective January
 17 1, 1987, that requires all ESCROW HOLDERS to complete a modified 1099 form, based upon specific information known
 18 only between parties in this transaction and the ESCROW HOLDER. Seller is also made aware that ESCROW HOLDER is
 19 required by federal law to provide this information to the Internal Revenue Service after COE in the manner prescribed by
 20 federal law.

22 **E. FIRPTA:** If applicable, Seller agrees to complete, sign, and deliver to ESCROW HOLDER a certificate
 23 indicating whether Seller is a foreign person or a nonresident alien pursuant to the Foreign Investment in Real Property Tax
 24 Act (FIRPTA). A foreign person is a nonresident alien individual; a foreign corporation not treated as a domestic corporation;
 25 or a foreign partnership, trust or estate. A resident alien is not considered a foreign person under FIRPTA. Buyer and Seller
 26 understand that if Seller is a foreign person then the Buyer must withhold a tax in an amount to be determined by ESCROW
 27 HOLDER in accordance with FIRPTA, unless an exemption applies. Seller agrees to sign and deliver to the ESCROW
 28 HOLDER the necessary documents, to be provided by the ESCROW HOLDER, to determine if withholding is required. (See
 29 26 USC Section 1445).

31 **6. TITLE INSURANCE:** Upon COE, Buyer will be provided with the following type of title insurance policy:
 32 CLTA; ALTA-Residential; -OR- ALTA-Extended (including a survey, if required).

34 **7. PRORATIONS, FEES AND EXPENSES (Check appropriate box):**

35 **A. TITLE AND ESCROW FEES:**


| 37 TYPE | PAID BY SELLER | PAID BY BUYER | 50/50 | N/A |
|------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| 38 Escrow Fees..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 39 Lender's Title Policy..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 40 Owner's Title Policy..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 41 Real Property Transfer Tax..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 42 Other: _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

44 **B. PRORATIONS:**

| 46 TYPE | PAID BY SELLER | PRORATE | N/A |
|---|--------------------------|--------------------------|--------------------------|
| 47 CIC (Common Interest Community) Assessments..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 48 CIC Periodic Fees..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 49 SIDs / LIDs / Bonds /Assessments..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 50 Sewer Use Fees..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 51 Real Property Taxes..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 52 Other: _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

54 All prorations will be based on a 30-day month and will be calculated as of COE. Prorations will be based upon figures
 55 available at closing. Any supplementals or adjustments that occur after COE will be handled by the parties outside of Escrow.

56 **Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.**

Buyer's Name: _____ **BUYER(S) INITIALS:**  _____ / _____
 Property Address: _____ **SELLER(S) INITIALS:** _____ / _____

C. INSPECTIONS AND RELATED EXPENSES (See also Section 12):

Acceptance of this offer is subject to the following reserved right. Buyer may have the Property inspected and select the licensed contractors, certified building inspectors and/or other qualified professionals who will inspect the Property. Seller will ensure that necessary utilities (gas, power and water) are turned on and supplied to the Property within two (2) business days after execution of this Agreement, to remain on until COE. (It is strongly recommended that Buyer retain licensed Nevada professionals to conduct inspections.)

| TYPE | PAID BY SELLER | PAID BY BUYER | 50/50 | WAIVED |
|--|--------------------------|--------------------------|--------------------------|--------------------------|
| Appraisal | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| CIC Capital Contribution | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| CIC Transfer Fees | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| CLUE Report ordered by Seller..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Fungal Contaminant Inspection | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Home Inspection | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Mechanical Inspection..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Oil Tank Inspection..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Pool/Spa Inspection..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Roof Inspection..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Septic Inspection (requires pumping)..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Septic Lid Removal..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Septic Pumping..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Soils Inspection..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Structural Inspection | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Survey _____ (type)..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Termite/Pest Inspection..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Well Inspection (Quantity)..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Well Inspection (Quality)..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Wood-Burning Device/Chimney Inspection (includes cleaning)..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Other: _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Re-Inspections | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

If any inspection is not completed and requested repairs are not delivered to Seller within the Due Diligence Period, Buyer is deemed to have waived the right to that inspection and Seller's liability for the cost of all repairs that inspection would have reasonably identified had it been conducted, except as otherwise provided by law.


D. CERTIFICATIONS:

| TYPE | PAID BY SELLER | PAID BY BUYER | 50/50 | WAIVED |
|---|--------------------------|--------------------------|--------------------------|--------------------------|
| Fungal Contaminant..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Roof..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Septic..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Well..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Wood Burning Device/Chimney Certification.... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Other: _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

The foregoing expenses for inspections and certifications will be paid outside of Escrow unless the Parties present instructions to the contrary prior to COE (along with the applicable invoice). A certification is not a warranty. Notwithstanding the above elections, in the event an inspection reveals problems with any of the foregoing, Buyer reserves the right to require a certification.

E. SELLER'S ADDITIONAL COSTS AND LIMIT OF LIABILITY: Seller agrees to pay a maximum amount of \$ _____ to correct defects and/or requirements disclosed by inspection reports, appraisals, and/or certifications. It is Buyer's responsibility to inspect the Property sufficiently as to satisfy Buyer's use. Buyer reserves the right to request additional repairs based upon the Seller's Real Property Disclosure. Items of a general maintenance or

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: _____ **BUYER(S) INITIALS:**  _____ / _____

Property Address: _____ **SELLER(S) INITIALS:** _____ / _____

1 cosmetic nature which do not materially affect value or use of the Property, which existed at the time of Acceptance and which
2 are not expressly addressed in this Agreement are deemed accepted by the Buyer, except as otherwise provided in this section.
3 The Brokers herein have no responsibility to assist in the payment of any repair, correction or deferred maintenance on the
4 Property which may have been revealed by the above inspections, agreed upon by the Buyer and Seller or requested by one
5 party.
6

7 **F. LENDER'S FEES:** In addition to Seller's expenses above, Seller will contribute \$ _____
8 to Buyer's Lender's Fees and Buyer's Title and Escrow Fees including ~~–OR–~~ excluding costs which Seller must pay
9 pursuant to loan program requirements. Different loan types (e.g., FHA, VA, conventional) have different appraisal and
10 financing requirements, which will affect the parties' rights and costs under this Agreement.
11

12 **G. HOME PROTECTION PLAN:** Buyer and Seller acknowledge that they have been made aware of Home
13 Protection Plans that provide coverage to Buyer after COE. Buyer waives ~~–OR–~~ requires a Home Protection Plan with
14 HSA / AHS / Old Republic / Fidelity. Seller ~~–OR–~~ Buyer will pay for the Home Protection
15 Plan at a price not to exceed \$ _____. Buyer will order the Home Protection Plan. Neither Seller nor Brokers make
16 any representation as to the extent of coverage or deductibles of such plans. ESCROW HOLDER is not responsible for
17 ordering the Home Protection Plan.
18

19 **H. OTHER FEES:** Buyer will also pay \$ 625.00 _____ to Buyer's Broker for Prudential Doc Fee
20

21 **8. TRANSFER OF TITLE:** Upon COE, Buyer shall tender to Seller the agreed upon Purchase Price, and Seller shall
22 tender to Buyer marketable title to the Property free of all encumbrances other than (1) current real property taxes,
23 (2) covenants, conditions and restrictions (CC&R's) and related restrictions, (3) zoning or master plan restrictions and public
24 utility easements; and (4) obligations assumed and encumbrances accepted by Buyer prior to COE. Buyer is advised the
25 Property may be reassessed after COE which may result in a real property tax increase or decrease.
26

27 **9. COMMON-INTEREST COMMUNITIES:** If the Property is subject to a Common Interest Community ("CIC"),
28 Seller or his authorized agent shall request the CIC documents and certificate listed in NRS 116.4109 (collectively, the "resale
29 package") within two (2) business days of Acceptance and provide the same to Buyer within one (1) business day of Seller's
30 receipt thereof. Buyer may cancel this Agreement without penalty until midnight of the fifth (5th) calendar day following the
31 date of receipt of the resale package. If Buyer does not receive the resale package within fifteen (15) calendar days of
32 Acceptance, this Agreement may be cancelled in full by Buyer without penalty. If Buyer elects to cancel this Agreement
33 pursuant to this section, he must deliver, via hand delivery or prepaid U.S. mail, a written notice of cancellation to Seller or his
34 authorized agent identified in the Confirmation of Representation at the end of this Agreement. Upon such written cancellation,
35 Buyer shall promptly receive a refund of the EMD. The parties agree to execute any documents requested by ESCROW
36 HOLDER to facilitate the refund. If written cancellation is not received within the specified time period, the resale package
37 will be deemed approved. Seller shall pay all outstanding CIC fines or penalties at COE.
38

39 **10. DISCLOSURES:** Within five (5) calendar days of Acceptance of this Agreement, Seller will provide the
40 following Disclosures and/or documents (each of which is incorporated herein by this reference). **Check applicable boxes.**

41 **Construction Defect Claims Disclosure**, if Seller has marked "Yes" to Paragraph 1(d) of the
42 Sellers Real Property Disclosure Form (NRS 40.688)

43 **Fungal (Mold) Notice Form** (not required by Nevada law)

44 **Lead-Based Paint Disclosure and Acknowledgment**, required if constructed before 1978 (24 CFR 745.113)

45 **Methamphetamine Lab Disclosure**, if applicable (NRS 40.770, NRS 489.776)

46 **Pest Notice Form** (not required by Nevada law)

47 **Promissory Note and the most recent monthly statement of all loans to be assumed by Buyer**

48 **Rangeland Disclosure (NRS 113.065)**

49 **Seller Real Property Disclosure Form (NRS 113.130)**

50 Other (list) _____
51

**Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a
particular paragraph is otherwise modified by addendum or counteroffer.**

Buyer's Name: _____ **BUYER(S) INITIALS:**  _____ / _____

Property Address: _____ **SELLER(S) INITIALS:** _____ / _____

1 **11. ADDITIONAL DISCLOSURES:**
2 **A. LICENSEE DISCLOSURE OF INTEREST:** Pursuant to NAC 645.640,
3 _____ is a licensed real estate agent in the State(s) of _____, and has the
4 following interest, direct or indirect, in this transaction: Principal (Seller or Buyer) –OR– family relationship or business
5 interest: _____.
6

7 **B.** In addition, for **NEW CONSTRUCTION**, to the extent applicable, Seller will provide: Public Offering
8 Statement (NRS 116.4108); Electric Transmission Lines (NRS 119.1835); Public Services and Utilities (NRS 119.183); Initial
9 Purchaser Disclosure (NRS 113); Construction Recovery Fund (NRS 624); Gaming Corridors (NRS 113.070); Water/Sewage
10 (NRS 113.060); Impact Fees (NRS 278B.320); Surrounding Zoning Disclosure (NRS 113.070); FTC Insulation Disclosure (16
11 CFR 460.16); and Other: _____.
12

13 **C. AIRPORT NOISE:** Buyer hereby acknowledges the proximity of various overflight patterns, airports
14 (municipal, international, military and/or private) and helipads. Buyer also fully understands that existing and future noise
15 levels at this location, associated with existing and future airport operations, may affect the livability, value and suitability of
16 the Property for residential use. Buyer also understands that these airports have been at their present location for many years,
17 and that future demand and airport operations may increase significantly. For further information, contact your local
18 department of aviation or the Federal Aviation Administration.
19

20 **D. FEDERAL FAIR HOUSING COMPLIANCE AND DISCLOSURES:** All properties are offered without
21 regard to race, color, religion, sex, national origin, ancestry, handicap or familial status and any other current requirements of
22 federal or state fair housing law.
23

24 **E.** In addition, Buyer acknowledges receipt of:
25

- 26 • **Residential Disclosure Guide** (NRS 645.194)
- 27 • **Consent to Act**, if applicable (NRS 645.252)
- 28 • **Duties Owed by a Nevada Real Estate Licensee** (if one party is unrepresented) (NRS 645.252)
- 29 • **For Your Protection - Get Home Inspection** (HUD 92564-CN) For FHA Loans

30 **12. BUYER'S DUE DILIGENCE:**

31 **A. DUE DILIGENCE PERIOD:** Buyer shall have _____ calendar days from Acceptance to complete Buyer's
32 Due Diligence. Buyer shall ensure that all inspections and certifications are initiated in a timely manner as to complete the Due
33 Diligence in the time outlined herein. (If utilities are not supplied by the deadline referenced herein or if the disclosures are not
34 delivered to Buyer by the deadline referenced herein, then Buyer's Due Diligence Period will be extended by the same number
35 of calendar days that Seller delayed supplying the utilities or delivering the disclosures, whichever is longer.) During this
36 period Buyer shall have the exclusive right at Buyer's discretion to cancel this Agreement. In the event of such cancellation,
37 unless otherwise agreed herein, the EMD will be refunded to Buyer. If Buyer provides Seller with notice of objections, the
38 Due Diligence Period will be extended by the same number of calendar days that it takes Seller to respond in writing to
39 Buyer's objections. If Buyer fails to cancel this Agreement within the Due Diligence Period (as it may be extended), Buyer will
40 be deemed to have waived the right to cancel under this section.
41

42 **B. PROPERTY INSPECTION/CONDITION:** During the Due Diligence Period, Buyer shall take such
43 action as Buyer deems necessary to determine whether the Property is satisfactory to Buyer including, but not limited to,
44 whether the Property is insurable to Buyer's satisfaction, whether there are unsatisfactory conditions surrounding or otherwise
45 affecting the Property (such as location of flood zones, airport noise, noxious fumes or odors, environmental substances or
46 hazards, whether the Property is properly zoned, locality to freeways, railroads, places of worship, schools, etc.) or any other
47 concerns Buyer may have related to the Property. During such Period, Buyer shall have the right to have non-destructive
48 inspections of all structural, roofing, mechanical, electrical, plumbing, heating/air conditioning, water/well/septic, pool/spa,
49 survey, square footage, and any other property or systems, through licensed and bonded contractors or other qualified
50 professionals. Seller agrees to provide reasonable access to the Property to Buyer and Buyer's inspectors. Buyer agrees to
51 indemnify and hold Seller harmless with respect to any injuries suffered by Buyer or third parties present at Buyer's request
52 while on Seller's Property conducting such inspections, tests or walk-throughs. Buyer's indemnity shall not apply to any
53 injuries suffered by Buyer or third parties present at Buyer's request that are the result of an intentional tort, gross negligence
54 or any misconduct or omission by Seller, Seller's Agent or other third parties on the Property. Buyer is advised to consult with
55 appropriate professionals regarding neighborhood or Property conditions, including but not limited to: schools; proximity and

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: _____ **BUYER(S) INITIALS:**  _____ / _____

Property Address: _____ **SELLER(S) INITIALS:** _____ / _____

1 adequacy of law enforcement; proximity to commercial, industrial, or agricultural activities; crime statistics; fire protection;
2 other governmental services; existing and proposed transportation; construction and development; noise or odor from any
3 source; and other nuisances, hazards or circumstances. If Buyer cancels this Agreement due to a specific inspection report,
4 Buyer shall provide Seller at the time of cancellation with a copy of the report containing the name, address, and telephone
5 number of the inspector.
6

7 **C. PRELIMINARY TITLE REPORT:** Within ten (10) business days of Opening of Escrow, Title Company
8 shall provide Buyer with a Preliminary Title Report (“PTR”) to review, which must be approved or rejected within five (5)
9 business days of receipt thereof. If Buyer does not object to the PTR within the period specified above, the PTR shall be
10 deemed accepted. If Buyer makes an objection to any item(s) contained within the PTR, Seller shall have five (5) business
11 days after receipt of objections to correct or address the objections. If, within the time specified, Seller fails to have each such
12 exception removed or to correct each such other matter as aforesaid, Buyer shall have the option to: (a) terminate this
13 Agreement by providing notice to Seller and Escrow Officer, entitling Buyer to a refund of the EMD or (b) elect to accept title
14 to the Property as is. All title exceptions approved or deemed accepted are hereafter collectively referred to as the “Permitted
15 Exceptions.”
16

17 **13. WALK-THROUGH INSPECTION OF PROPERTY:** Buyer is entitled under this Agreement to a walk-through of
18 the Property within _____ calendar days prior to COE to ensure the Property and all major systems, appliances,
19 heating/cooling, plumbing and electrical systems and mechanical fixtures are as stated in Seller’s Real Property Disclosure
20 Statement, and that the Property and improvements are in the same general condition as when this Agreement was signed by
21 Seller and Buyer. To facilitate Buyer’s walk-through, Seller is responsible for keeping all necessary utilities on. If any
22 systems cannot be checked by Buyer on walk-through due to non-access or no power/gas/water, then Buyer reserves the right
23 to hold Seller responsible for defects which could not be detected on walk-through because of lack of such access or
24 power/gas/water. The purpose of the walk-through is to confirm (a) the Property is being maintained (b) repairs, if any, have
25 been completed as agreed, and (c) Seller has complied with Seller’s other obligations. If Buyer elects not to conduct a walk-
26 through inspection prior to COE, then all systems, items and aspects of the Property are deemed satisfactory, and Buyer
27 releases Seller’s liability for costs of any repair that would have reasonably been identified by a walk-through inspection,
28 except as otherwise provided by law.
29

30 **14. DELIVERY OF POSSESSION:** Seller shall deliver the Property along with any keys, alarm codes, parking permits
31 (if freely transferable), gate transponders and garage door opener/controls outside of Escrow, upon COE. Seller agrees to
32 vacate the Property and leave the Property in a neat and orderly, broom-clean condition and tender possession no later than
33 COE ~~–OR–~~ _____. In the event Seller does not vacate the Property by this time, Seller shall be
34 considered a trespasser and shall be liable to Buyer for the sum of \$ _____ per calendar day in addition to
35 Buyer’s legal and equitable remedies. Any personal property left on the Property after the date indicated in this section shall be
36 considered abandoned by Seller.
37


38 **15. RISK OF LOSS:** Risk of loss shall be governed by NRS 113.040. This law provides generally that if all or any
39 material part of the Property is destroyed before transfer of legal title or possession, Seller cannot enforce the Agreement and
40 Buyer is entitled to recover any portion of the sale price paid. If legal title or possession has transferred, risk of loss shall shift
41 to Buyer.
42

43 **16. ASSIGNMENT OF THIS AGREEMENT:** Unless otherwise stated herein, this Agreement is non-assignable by
44 Buyer.
45

46 **17. CANCELLATION OF AGREEMENT:** In the event this Agreement is properly cancelled in accordance with the
47 terms contained herein, then Buyer will be entitled to a refund of the EMD. Neither Buyer nor Seller will be reimbursed for any
48 expenses incurred in conjunction with due diligence, inspections, appraisals or any other matters pertaining to this transaction
49 (unless otherwise provided herein).
50

51 **18. DEFAULT:**
52 **A. MEDIATION:** Before any legal action is taken to enforce any term or condition under this Agreement, the
53 parties agree to engage in mediation, a dispute resolution process, through GLVAR. Notwithstanding the foregoing,
54 in the event the Buyer finds it necessary to file a claim for specific performance, this section shall not apply.

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer’s Name: _____  **BUYER(S) INITIALS:** _____ / _____
Property Address: _____ **SELLER(S) INITIALS:** _____ / _____

1 **B. IF BUYER DEFAULTS:** If Buyer defaults in performance under this Agreement, Seller shall have one of
2 the following legal recourses against Buyer (check one only):

3 As Seller's sole legal recourse, Seller may retain, as liquidated damages, the EMD. In this respect, the Parties
4 agree that Seller's actual damages would be difficult to measure and that the EMD is in fact a reasonable estimate
5 of the damages that Seller would suffer as a result of Buyer's default. Seller understands that any additional
6 deposit not considered part of the EMD in Section 1(B) herein will be immediately released by ESCROW
7 HOLDER to Buyer.

8 **-OR-**

9 Seller shall have the right to recover from Buyer all of Seller's actual damages that Seller may suffer as a result of
10 Buyer's default including, but not limited to, commissions due, expenses incurred until the Property is sold to a
11 third party and the difference in the sales price.

12 **C. IF SELLER DEFAULTS:** If Seller defaults in performance under this Agreement, Buyer reserves all legal
13 and/or equitable rights (such as specific performance) against Seller, and Buyer may seek to recover Buyer's actual
14 damages incurred by Buyer due to Seller's default.
15
16

Instructions to Escrow

17 **19. ESCROW:** If this Agreement or any matter relating hereto shall become the subject of any litigation or controversy,
18 Buyer and Seller agree, jointly and severally, to hold ESCROW HOLDER free and harmless from any loss or expense, except
19 losses or expenses as may arise from ESCROW HOLDER'S negligence or willful misconduct. If conflicting demands are
20 made or notices served upon ESCROW HOLDER with respect to this Agreement, the parties expressly agree that Escrow is
21 entitled to file a suit in interpleader and obtain an order from the Court authorizing ESCROW HOLDER to deposit all such
22 documents and monies with the Court, and obtain an order from the Court requiring the parties to interplead and litigate their
23 several claims and rights among themselves. Upon the entry of an order authorizing such Interpleader, ESCROW HOLDER
24 shall be fully released and discharged from any obligations imposed upon it by this Agreement; and ESCROW HOLDER shall
25 not be liable for the sufficiency or correctness as to form, manner, execution or validity of any instrument deposited with it, nor
26 as to the identity, authority or rights of any person executing such instrument, nor for failure of Buyer or Seller to comply with
27 any of the provisions of any agreement, contract or other instrument filed with ESCROW HOLDER or referred to herein.
28 ESCROW HOLDER'S duties hereunder shall be limited to the safekeeping of all monies, instruments or other documents
29 received by it as ESCROW HOLDER, and for their disposition in accordance with the terms of this Agreement. In the event
30 an action is instituted in connection with this escrow, in which ESCROW HOLDER is named as a party or is otherwise
31 compelled to make an appearance, all costs, expenses, attorney fees, and judgments ESCROW HOLDER may expend or incur
32 in said action, shall be the responsibility of the parties hereto.
33

34 **20. UNCLAIMED FUNDS:** In the event that funds from this transaction remain in an account, held by ESCROW
35 HOLDER, for such a period of time that they are deemed "abandoned" under the provisions of Chapter 120A of the Nevada
36 Revised Statutes, ESCROW HOLDER is hereby authorized to impose a charge upon the dormant escrow account. Said charge
37 shall be no less than \$5.00 per month and may not exceed the highest rate of charge permitted by statute or regulation.
38 ESCROW HOLDER is further authorized and directed to deduct the charge from the dormant escrow account for as long as the
39 funds are held by ESCROW HOLDER.
40

Brokers

41 **21. BROKER FEES:** Buyer herein requires, and Seller agrees, as a condition of this Agreement, that Seller will pay
42 Listing Broker and Buyer's Broker, who becomes by this clause a third party beneficiary to this Agreement, that certain sum or
43 percentage of the Purchase Price (commission), that Seller, or Seller's Broker, offered for the procurement of ready, willing
44 and able Buyer via the Multiple Listing Service, any other advertisement or written offer. Seller understands and agrees that if
45 Seller defaults hereunder, Buyer's Broker, as a third-party beneficiary of this Agreement, has the right to pursue all legal
46 recourse against Seller for any commission due.
47

48 **22. WAIVER OF CLAIMS:** Buyer and Seller agree that they are not relying upon any representations made by Brokers
49 or Broker's agent. Buyer acknowledges that at COE, the Property will be sold AS-IS, WHERE-IS without any representations

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: _____ **BUYER(S) INITIALS:** _____ / _____

Property Address: _____ **SELLER(S) INITIALS:** _____ / _____

1 or warranties, unless expressly stated herein. Buyer agrees to satisfy himself, as to the condition of the Property, prior to COE.
2 Buyer acknowledges that any statements of acreage or square footage by Brokers are simply estimates, and Buyer agrees to
3 make such measurements, as Buyer deems necessary, to ascertain actual acreage or square footage. Buyer waives all claims
4 against Brokers or their agents for (a) defects in the Property; (b) inaccurate estimates of acreage or square footage; (c)
5 environmental waste or hazards on the Property; (d) the fact that the Property may be in a flood zone; (e) the Property's
6 proximity to freeways, airports or other nuisances; (f) the zoning of the Property; (g) tax consequences; or (h) factors related to
7 Buyer's failure to conduct walk-throughs or inspections. Buyer assumes full responsibility for the foregoing and agrees to
8 conduct such tests, walk-throughs, inspections and research, as Buyer deems necessary. In any event, Broker's liability is
9 limited, under any and all circumstances, to the amount of that Broker's commission/fee received in this transaction.
10

Other Matters

11 **23. DEFINITIONS:** "Acceptance" means the date that both parties have consented to and received a final, binding
12 contract by affixing their signatures to this Agreement & all counter-offers. "Agent" means a licensee working under a Broker
13 or licensees working under a developer. "Agreement" includes this document as well as all accepted counteroffers and
14 addenda. "Bona Fide" means genuine. "Buyer" means one or more individuals or the entity that intends to purchase the
15 Property. "Broker" means the Nevada licensed real estate broker listed herein representing Seller and/or Buyer (and all real
16 estate agents associated therewith). "Business Day" excludes Saturdays, Sundays, and legal holidays. "Calendar Day" means
17 a calendar day from/to midnight unless otherwise specified. "CFR" means the Code of Federal Regulations. "CIC" means
18 Common Interest Community (formerly known as "HOA" or homeowners associations). "CIC Capital Contribution" means
19 a one-time non-administrative fee, cost or assessment charged by the CIC upon change of ownership. "CIC Transfer Fees"
20 means the administrative service fee charged by a CIC to transfer ownership records. "CLUE" means Comprehensive Loss
21 Underwriting Exchange. "Close of Escrow (COE)" means the time of recordation of the deed in Buyer's name. "Default"
22 means the failure of a Party to observe or perform any of its material obligations under this Agreement. "Delivered" means
23 personally delivered to Parties or respective Agents, transmitted by facsimile machine, electronic means, overnight delivery, or
24 mailed by regular mail. "Down Payment" is the Purchase Price less loan amount(s). "EMD" means Buyer's earnest money
25 deposit. "Escrow Holder" means the neutral party that will handle the escrow. "FHA" is the U.S. Federal Housing
26 Administration. "GLVAR" means the Greater Las Vegas Association of REALTORS®. "IRC" means the Internal Revenue
27 Code (tax code). "LID" means Limited Improvement District. "N/A" means not applicable. "NAC" means Nevada
28 Administrative Code. "NRS" means Nevada Revised Statutes as Amended. "Party" or "Parties" means Buyer and Seller.
29 "PITI" means principal, interest, taxes, and hazard insurance. "PMI" means private mortgage insurance. "PST" means
30 Pacific Standard Time, and includes daylight savings time if in effect on the date specified. "PTR" means Preliminary Title
31 Report. "Property" means the real property and any personal property included in the sale as provided herein. "Receipt"
32 means delivery to the party or the party's agent. "Seller" means one or more individuals or the entity that is the owner of the
33 Property. "SID" means Special Improvement District. "Title Company" means the company that will provide title insurance.
34 "USC" is the United States Code. "VA" is the Veterans Administration.
35

36 **24. DELIVERY, FACSIMILE, COPIES AND NOTICES:**

37 **A.** Delivery of all instruments or documents associated with this Agreement shall be delivered to the Agent for
38 Seller or Buyer if represented. This Agreement may be signed by the parties on more than one copy, which, when taken
39 together, each signed copy shall be read as one complete form. Facsimile signatures may be accepted as original.
40

41 **B.** Except as otherwise provided in Section 9, when a Party wishes to provide notice as required in this
42 Agreement, such notice shall be sent regular mail, personal delivery, by facsimile, overnight delivery and/or by email to the
43 Agent for that Party. The notification shall be effective when postmarked, received, faxed, delivery confirmed, and/or read
44 receipt confirmed in the case of email. Any cancellation notice shall be contemporaneously faxed to Escrow.
45

46 **25. IRC 1031 EXCHANGE:** Seller and/or Buyer may make this transaction part of an IRC 1031 exchange. The party
47 electing to make this transaction part of an IRC 1031 exchange will pay all additional expenses associated therewith, at no cost
48 to the other party. The other party agrees to execute any and all documents necessary to effectuate such an exchange.
49

50 **25. OTHER ESSENTIAL TERMS:** Time is of the essence. No change, modification or amendment of this Agreement
51 shall be valid or binding unless such change, modification or amendment shall be in writing and signed by each party. This
52 Agreement will be binding upon the heirs, beneficiaries and devisees of the parties hereto. This Agreement is executed and
53 intended to be performed in the State of Nevada, and the laws of that state shall govern its interpretation and effect. The parties
54 agree that the county and state in which the Property is located is the appropriate forum for any action relating to this

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: _____ **BUYER(S) INITIALS:**  _____ / _____

Property Address: _____ **SELLER(S) INITIALS:** _____ / _____

1 Agreement. Should any party hereto retain counsel for the purpose of initiating litigation to enforce or prevent the breach of
2 any provision hereof, or for any other judicial remedy, then the prevailing party shall be entitled to be reimbursed by the losing
3 party for all costs and expenses incurred thereby, including, but not limited to, reasonable attorneys fees and costs incurred by
4 such prevailing party.

5
6 **THIS IS A LEGALLY BINDING CONTRACT.** All parties are advised to seek independent legal and tax advice to review
7 the terms of this Agreement.

8
9 **NO REAL ESTATE BROKER/AGENT MAY SIGN FOR A PARTY TO THIS AGREEMENT UNLESS THE**
10 **BROKER OR AGENT HAS A PROPERLY EXECUTED POWER OF ATTORNEY TO DO SO.**

11
12 **THIS FORM HAS BEEN APPROVED BY THE GREATER LAS VEGAS ASSOCIATION OF REALTORS®**
13 **(GLVAR). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY**
14 **PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO**
15 **ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN**
16 **APPROPRIATE PROFESSIONAL.**

17
18 **This form is available for use by the real estate industry. It is not intended to identify the user as a REALTOR®.**
19 **REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL**
20 **ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.**

21
22 **27. ADDENDUM S ATTACHED:** _____
23 _____
24 _____
25 _____
26 _____
27 _____
28 _____
29 _____

30 **28. ADDITIONAL TERMS:** A.) Seller to contribute total amount of \$
31 towards the Buyer's recurring and non-recurring and/or allowable and non-allowable closing costs.
32 _____
33 _____
34 _____
35 _____
36 _____
37 _____
38 _____
39 _____
40 _____
41 _____

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: _____ **BUYER(S) INITIALS:** _____ / _____

Property Address: _____ **SELLER(S) INITIALS:** _____ / _____



Earnest Money Receipt

BUYER'S AGENT ACKNOWLEDGES RECEIPT FROM BUYER HEREIN of the sum of \$ _____ evidenced by Cash, Cashier's Check, Personal Check, or Other _____ payable to _____. Upon Acceptance, Earnest Money to be deposited within ONE (1) business day, with Escrow Holder, Buyer's Broker's Trust Account, **-OR-** Seller's Broker's Trust Account

Date: _____ Signed: _____ Buyer's Agent.

Buyer's Acknowledgement of Offer

Upon Acceptance, Buyer agrees to be bound by each provision of this Agreement, and all signed addenda, disclosures, and attachments.

SIGN HERE

Buyer's Signature Buyer's Printed Name Date Time : AM/PM

Buyer's Signature Buyer's Printed Name Date Time : AM/PM

Seller must respond by: 5:00 (AM(PM)) on (month) _____, (day) __, (year) _____. Unless this Agreement is accepted, rejected or countered below and delivered to the Buyer's Broker before the above date and time, this offer shall lapse and be of no further force and effect.

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

Buyer's Broker: Forrest Barbee Agent's Name: _____
Company Name: Prudential Americana Group REALTORS Office Address: 7475 W Sahara Av., #100
Phone: (702) 315-7513 Fax: (702) 317-3424
Email: _____

Seller's Response

- ACCEPTANCE:** Seller(s) acknowledges that he/she accepts and agrees to be bound by each provision of this Agreement, and all 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.

Seller's Signature Seller's Printed Name Date Time : AM/PM

Seller's Signature Seller's Printed Name Date Time : AM/PM

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

Seller's Broker: _____ Agent's Name: _____
Company Name: _____ Office Address: _____
Phone: _____ Fax: _____
Email: _____

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: _____ **BUYER(S) INITIALS:** _____ / _____
Property Address: _____ **SELLER(S) INITIALS:** _____ / _____

INITIAL HERE



**SHORT SALE ADDENDUM
TO PURCHASE AGREEMENT
(and Joint Escrow Instructions)**

In reference to the Purchase Agreement executed by _____
 _____ as Buyer(s) and _____
 _____ as Seller(s), dated _____
 covering the real property at _____,
 _____, the Buyer Seller hereby proposes that the Purchase
 Agreement be amended as follows:

1. Contingent on Existing Lender Approval. Buyer and Seller acknowledge that the Purchase Price is less than the amount of Seller's existing loan(s) against the property due and owing to one or more lender(s) and/or lienholder(s) (collectively, "Lender"). Such a transaction is called a "short sale." Therefore, the Purchase Agreement is contingent upon Seller and/or Seller's Agent obtaining approval from Lender ("Lender Approval") to accept an amount less than what is owed on the Property. Seller shall reasonably cooperate with Lender in the short sale process by providing such documentation as may be required by Lender. **BUYER AND SELLER UNDERSTAND THAT LENDER APPROVAL MAY TAKE SEVERAL MONTHS TO OBTAIN, AND NEITHER THE SELLER, THE ESCROW HOLDER NOR THE BROKERS CAN GUARANTEE THE TIMELINESS OF LENDER'S REVIEW, APPROVAL OR REJECTION.**

2. Notice of Lender Approval. Seller agrees to provide Buyer with written notice of Lender Approval within one (1) business day of Seller's receipt of the approval.

3. Time Periods. All time periods specified in the Purchase Agreement for due diligence, disclosures, inspections, other contingencies and other obligations shall begin (check one):

- as stated in the Purchase Agreement;
- one (1) calendar day after Buyer's receipt of the written notice of Lender Approval;

--OR--

Other _____

4. Close of Escrow. Buyer and Seller understand that Lender Approval will include an expiration date by which Close of Escrow ("COE") must occur. A typical Lender Approval is valid for 30 days. The Parties agree to use best efforts to meet the Lender's COE deadline and understand that any extension(s) must be by mutual agreement and Lender's consent. Buyer understands that Lender may impose additional requirements, such as per diem funds to be paid by Buyer, as additional consideration for any extension(s).

5. No Guarantee of Lender Approval. Buyer and Seller understand that no Lender is required or obligated to accept a short sale, and that Lender Approval may be revoked at any time prior to COE. In addition, the Parties understand that Lender may require that in exchange for approval some terms of the Purchase Agreement be amended. The Buyer and Seller are not obligated to agree to any of Lender's proposed terms; in such event, the Purchase Agreement shall be void and the Parties agree to execute cancellation instructions with ESCROW HOLDER and return EMD to Buyer. **NEITHER THE BUYER, THE SELLER, THE ESCROW HOLDER NOR THE BROKERS IN THIS TRANSACTION HAVE ANY CONTROL OVER LENDER APPROVAL, OR ANY ACT, OMISSION OR DECISION BY ANY LENDER IN THE SHORT SALE PROCESS.**

Buyer Initials: _____

Seller Initials: _____

INITIAL HERE

1 **6.Other Offers; Right of First Refusal.** Buyer and Seller acknowledge that the Seller's Agent is
2 required by the Multiple Listing Service to place the property in "Contingent" status after the Purchase
3 Agreement is executed, while the transaction is subject to Lender Approval. The Parties understand that
4 additional offers may be received by the Seller's Agent, which must be presented to the Seller pursuant
5 to Nevada law. If Seller receives a bona fide written offer from a third party for the purchase of the
6 Property, which offer Seller is willing to accept, Seller will give Buyer written notice thereof, including
7 the material financial terms and conditions. Buyer shall have the right for 3 business days after receipt of
8 such notice to meet the price and terms as contained in the third party's offer. To exercise this right,
9 Buyer shall provide a written addendum including the new price and terms, as well as a preapproval
10 letter for the new Purchase Price. If Buyer fails to exercise this right within the time specified, Seller
11 reserves the right to terminate this Agreement and to accept the third party's offer and forward it to
12 Lender for review.

13
14 **7.Buyer's Right to Cancel.** Buyer may cancel the Purchase Agreement for any reason and without
15 penalty any time after 45 60 90 1 days from Acceptance if Lender Approval has not
16 been received. Upon Buyer's cancellation, Seller agrees to execute cancellation instructions with
17 ESCROW HOLDER and return EMD to Buyer.

18
19 **8.Foreclosure.** Seller warrants that, at the time of the Purchase Agreement, a Notice of Default
20 and Election to Sell has not -OR- has (date: _____) been recorded against the
21 Property. (Information regarding the foreclosure status of a property is available from the County
22 Recorder where the Property is located.) The Parties understand that the recording of a Notice of Default
23 begins a statutory foreclosure period, which lasts a minimum of three (3) months and twenty (20) days.
24 Buyer and Seller understand that if COE does not occur before a foreclosure sale of the Property, Seller
25 will lose all rights and interest in the Property and the Purchase Agreement shall be void and escrow
26 shall be cancelled. In such event, ESCROW HOLDER is instructed to return EMD to Buyer without any
27 further instruction from the Parties. The Parties agree to forever release and relieve ESCROW HOLDER
28 from any and all responsibility, liability, costs and/or litigation for the return of the EMD under these
29 conditions.

30
31 **9.Tax Consequences and Advice.** Seller agrees to seek advice from an attorney, a certified public
32 accountant or other professional regarding the credit, legal and tax consequences of a short sale.

33
34 **10.Unfulfilled Contingency.** If the Lender rejects the short sale, Seller will promptly notify Buyer
35 of the rejection and the Purchase Agreement shall be void due to the unfulfilled contingency and escrow
36 shall be cancelled. In such event, ESCROW HOLDER is instructed to return EMD to Buyer without any
37 further instruction from the Parties. The Parties agree to forever release and relieve ESCROW HOLDER
38 from any and all responsibility, liability, costs and/or litigation for the return of the EMD under these
39 conditions.

40
41 **11.Other Terms and Conditions:** _____
42 _____
43 _____
44 _____
45 _____
46 _____

INITIAL HERE

Buyer Initials: _____

Page 2 of 3

Seller Initials: _____

1 _____
2 _____
3 _____
4 _____
5 _____
6 _____

7
8 All other terms of the Purchase Agreement, including all prior counteroffers and addenda not modified by
9 this Addendum shall remain the same . To the extent that any terms of this Addendum are in conflict with
10 the Purchase Agreement, this Addendum will control. **WHEN PROPERLY COMPLETED,**
11 **THIS IS A BINDING CONTRACT. IF YOU DO NOT FULLY UNDERSTAND ITS**
12 **CONTENTS, SEEK COMPETENT LEGAL AND TAX COUNSEL BEFORE SIGNING.**

13 

14 _____
15 Buyer Seller _____ Date _____

16
17 _____
18 Buyer Seller _____ Time _____

19
20 **Acceptance:**

21
22 _____
23 Buyer Seller _____ Date _____

24
25 _____
26 Buyer Seller _____ Time _____

27
28 Prepared by: _____
29 Agent's Name _____ Phone _____



Buyer Initials: _____

Seller Initials: _____

ADDENDUM TO PURCHASE AGREEMENT

In reference to Purchase Agreement and Earnest Money Receipt executed by _____, as Buyer(s), dated _____ covering the real property commonly known as _____

It is further agreed by both parties as follows:

1.) Buyer's Due Diligence is to begin upon Buyer's receipt of Seller's note holder and/or multiple note holders written final acceptance of this transaction. It is further understood and agreed by both Buyer and Seller that Buyer's Earnest Money Deposit is to remain 100% refundable up to and during the Due Diligence period. Both Buyer and Seller hereby authorize and instruct escrow agent to immediately release the Earnest Money Deposit in the amount of \$ _____ (_____ Dollars) to the Buyer upon Buyer's sole written cancellation request up to and during this period without further signed instruction from the Seller.

Multiple horizontal lines for additional text or signatures.

By: _____
Licensed Real Estate Agent Signature

This agreement, upon its execution by both parties, is herewith made an integral part of the aforementioned Purchase Agreement and Earnest Money Receipt. When properly completed this is a binding contract. If not fully understood, seek competent legal aid and/or counsel before signing. The undersigned Buyer(s), having inspected the above described property and its appurtenances, offers and agrees to purchase said property on the terms and conditions herein stated and acknowledges receipt of a copy of this agreement from the Agent signed above and named below.



BUYER _____ DATE _____
BUYER _____ TIME _____

Acceptance of Offer To Purchase: The undersigned Seller(s) accepts the foregoing offer to purchase and agrees to sell the above described property on the terms and conditions as stated herein and acknowledges receipt of copy of this agreement.



SELLER _____ DATE _____
SELLER _____ TIME _____
AUTHORIZED AGENT _____ BRANCH _____ PHONE _____


All Inclusive Disclosure/Waiver

Property Address _____
 Printed name of Buyer(s) _____
 Printed name of Buyer(s) Agent and Brokerage _____ - Prudential Americana Group REALTORS
 Printed name of Seller(s) _____
 Printed name of Seller(s) Agent and Brokerage _____

MOLD

BUYER is informed that various fungal and mold contaminants are present in Southern Nevada including but not limited to *Stachybotrys chartarum*, *Aspergillus*, *Penicillium*, commonly known as MOLD. All potential purchasers are informed that a microbial survey may be obtained to gain information, in addition of that contained in the Seller's Real Property Disclosure Statement or a property inspection report, concerning Fungal & Mold Contaminants and whether mold or fungal are both present and are materially affecting the property. Microbial service providers may be found by searching phone book or the internet under mold and Environmental and Ecological Services.


Seller and Buyer declare, by *initialing in the appropriate box*, that this is purely a notification of possible fungal and mold contaminants issues and only a professional inspector should be relied upon for specific identification of any issue:

| | | | |
|--|--|---------------------------|---|
| | | Seller(s) Initials |  |
| | | Buyer(s) Initials | |

PEST / INSECT SPECIES

BUYER is informed that various pest/insect species ("Pest") exist in Southern Nevada. Said Pests include but are not limited to scorpions (approximately 23 species including bark scorpion or *centruroides excilicauda*), spiders (including black widow and brown recluse) and termites, only to name a few. All potential purchasers are recommended to gain a pest control report to verify the infestation and/or presence of pests. The potential purchaser is informed that pests may inhabit any real and personal property in Southern Nevada regardless of statements in the Property Disclosure Statement or information contained in a pest control report. For more information in Southern Nevada, you may contact the State of Nevada Division of Agriculture at (702) 458-4690 and ask to speak to an entomologist or agriculturalist. Or on the internet at http://agri.nv.gov/PLANT_PestControl_Index.htm.

Seller and Buyer declare, by *initialing in the appropriate box*, that this is purely a notification of possible pests and or infestations issues and only a professional inspector should be relied upon for specific identification of any issue:

| | | | |
|--|--|---------------------------|---|
| | | Seller(s) Initials |  |
| | | Buyer(s) Initials | |

Initials Seller _____ **Initials Buyer** _____



Drywall

The Consumer Product Safety Commission (CPSC), together with the Environmental Protection Agency (EPA) and the Department of Health and Human Services (HHS), have received incident reports from consumers who believe their health symptoms or the corrosion of certain metal components in their homes are related to the presence of drywall. CPSC and its partner agencies are developing guidance for identification and remediation of the problem drywall. Information as to this issue can be found at <http://www.cpsc.gov/> and <http://www.cpsc.gov/info/drywall/index.html>"

Seller and Buyer declare, by *initialing in the appropriate box*, that this is purely a notification of possible drywall issues and only a professional inspector should be relied upon for specific identification of any issue:

| | |
|--|--|
| | |
|--|--|

Seller(s) Initials

| | |
|--|--|
| | |
|--|--|

Buyer(s) Initials

INITIAL HERE

Construction Defect Litigation NRS 40

BUYER is informed that the Property and or a Common Interest Community (CIC) linked to the Property may be or may have been involved in various Construction Defect law suits which change from time to time. These include, for example, Galvanic corrosion (Kitec Plumbing www.plumbingdefect.com) and Weep Screed (stucco system). The Property may also be located within a neighborhood wherein various homeowners are involved in construction defect litigation although the property you are purchasing elected to not join some or all litigation.

Seller declares, by *initialing the appropriate box*, that to the best of their actual knowledge:

| | |
|--|--|
| | |
|--|--|

property has not ever been the subject of construction defect litigation

| | |
|--|--|
| | |
|--|--|

has not opted out of potential construction defect litigation

| | |
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| | |
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has opted out of potential construction defect litigation (if YES, provide documents)

| | |
|--|--|
| | |
|--|--|

has been the subject of construction defect litigation (If YES, appropriate disclosures will follow)

Common Interest Community – Non-Owner Occupied Restrictions

If Property is located within a Common Interest Community (CIC). Buyer is made aware that the CIC's by-laws and CCR's may restrict the percentage of non-owner occupied residences with the CIC. Buyer declares and understands it is Buyer responsibility to ensure that their intended use for the property is in compliance with all by-laws affecting the property. Buyer hereby acknowledges that neither the real estate Brokers, nor their representatives, agents or employees, have made any representations concerning any aspect of the Buyers intended use of the property and hereby releases Broker and their representatives, agents or employees from any and all claims, present or future, regarding any aspect of intended or actual use of the property.

Seller declares, by *initialing the appropriate box below*, that to the best of their actual knowledge:

| | |
|--|--|
| | |
|--|--|

Property ***is*** affected by CIC non-owner occupied restrictions

| | |
|--|--|
| | |
|--|--|

Property ***is not*** affected by CIC non-owner occupied restrictions

INITIAL HERE

Initials Seller _____ Initials Buyer _____

BELTWAY DISCLOSURE & AIRPORT NOISE

Proposed Clark County Road Construction & Airport Noise

The Regional Transportation Commission of Southern Nevada (RTC) is the transportation-planning agency for Southern Nevada. In conjunction with Nevada, Clark County, Las Vegas, Henderson and North Las Vegas RTC is constructing local, collector, and arterial roadways throughout the Las Vegas Valley and Boulder City. Projects include the Bruce Woodbury Beltway, Harmon Valley View, the 5th Street arterial, the US 95 widening, and the Boulder City Bypass to name a few. The Clark County Department of Aviation is responsible for the management of 6 aviation facilities including McCarran International Airport which create noise from aircraft. Flight paths are public record. There are too numerous RTC projects and airports in the Las Vegas Valley to detail in this disclosure. For your information and assistance we have compiled various phone numbers and web sites. Any personal concern of your future home being affected by the location of roadway construction/airport noise should be investigated by you, the prospective buyer, through the agencies listed.

Buyer declares by initialing the boxes below:



I am informed of roadway arterials and the existence of airport noise. I have received a copy of this form and acknowledge that I have been made aware of proposed road construction.

I am informed that if I have any questions or concerns I should utilize the numbers or websites listed to inquire about proposed, current roadway construction and airport noise.

I understand that road construction maps can be located at the RTC www.rtcsonthernnevada.com/mpo/construction/ and flight path information can be found at McCarran.com at http://www.mccarran.com/04_05_05_noise.htm. If I would like more information I will personally seek out the map of my choice on the internet.

I Sign this Disclosure with the understanding that if I have any questions or concerns I should consult with a professional of my choice.

Seller's Printed Name

Seller's Printed Name

Seller's Signature

Date:

Seller's Signature

Date:

I Sign this Disclosure with the understanding that if I have any questions or concerns I should consult with a professional of my choice.

In the event this form is signed by Buyer prior to Seller or if Seller refuses to sign this form, Buyer acknowledges that the information on this form is not only that provided by a Seller but a general warning and informative statement that the topics in the form may adversely affect the property. Buyer is advised to gain any and all inspections and requests for information that will assist Buyer in making the determination to purchase. Broker has created this form to assist Buyer in being informed of various topics that have and are affecting real property in this area of Nevada.

Buyer's Printed Name

Buyer's Printed Name



Buyer's Signature

Date:

Buyer's Signature

Date:



Initials Seller

Initials Buyer _____

Counter Offer #: _____

Property Address: _____
 Buyer's Name(s): _____
 Seller's Name(s): _____
 Date of Original Offer: _____

The Original Offer tendered on the above described property is not accepted in its present form and is hereby modified as follows:

OTHER TERMS: All other terms to remain the same as the Original Offer and Acceptance referenced above.
RIGHT TO ACCEPT OTHER OFFERS: Seller reserves the right to accept any other offer prior to Buyer's and Seller's acceptance of all the terms and conditions of the Original Offer, and Counter Offers if any, as evidenced by all parties signatures on those documents and further by the delivery of those signed documents to both the Buyer and Seller or their respective agents.

EXPIRATION: This Counter Offer shall expire within 48 hours from the date and time of the origination as shown below by Buyer(s) and Seller(s).

Accepted: Rejected: Countered:

Date: _____

Seller: _____

Time: _____

Seller: _____



Date: _____

Buyer: _____

Time: _____

Buyer: _____

ADDENDUM TO PURCHASE AGREEMENT

In reference to Purchase Agreement and Earnest Money Receipt executed by _____, as Buyer(s), dated _____ covering the real property commonly known as _____

It is further agreed by both parties as follows:

1.) Escrow agent is hereby authorized and instructed to pay PlatinumElite.com, LLC, the amount of \$ _____ (_____ Dollars) reimbursement for home inspection, mold inspection, pest inspection, and/or HOA document fees from Seller/Buyer proceeds without any further, written signed instruction.

By: _____
Licensed Real Estate Agent Signature

This agreement, upon its execution by both parties, is herewith made an integral part of the aforementioned Purchase Agreement and Earnest Money Receipt. When properly completed this is a binding contract. If not fully understood, seek competent legal aid and/or counsel before signing. The undersigned Buyer(s), having inspected the above described property and its appurtenances, offers and agrees to purchase said property on the terms and conditions herein stated and acknowledges receipt of a copy of this agreement from the Agent signed above and named below.



BUYER _____ **DATE** _____
BUYER _____ **TIME** _____

Acceptance of Offer To Purchase: The undersigned Seller(s) accepts the foregoing offer to purchase and agrees to sell the above described property on the terms and conditions as stated herein and acknowledges receipt of copy of this agreement.



SELLER _____ **DATE** _____
SELLER _____ **TIME** _____
AUTHORIZED AGENT _____ **BRANCH** _____ **PHONE** _____

PERSONAL PROPERTY ADDENDUM TO PURCHASE AGREEMENT

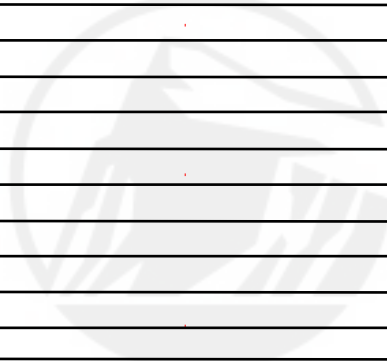
Offer On: _____

From: _____

(BUYER'S NAMES)

The following items of personal property, on which the Seller places no value, are to remain with the property and are to be conveyed, without any warranties expressed or implied, in "As Is" condition, free and clear of encumbrances, to the Buyer by a valid Bill of Sale through Escrow:

Multiple horizontal lines for listing property items.



WHEN PROPERLY COMPLETED, THIS IS A BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK COMPETENT LEGAL AID AND/OR COUNSEL BEFORE SIGNING.

The undersigned hereby accept and agree to comply with the terms and conditions of this Personal Property Addendum to the Purchase Agreement, and acknowledge receipt of a copy of this agreement



Signatures and dates for Buyer and Seller. Includes fields for NAME, DATE, TIME, AM, PM.

AUTHORIZED AGENT _____ BRANCH _____ PHONE _____

Revised 10/2008



Americana Group, REALTORS®

**STATE OF NEVADA
DEPARTMENT OF BUSINESS AND INDUSTRY
REAL ESTATE DIVISION**

788 Fairview Drive, Suite 200* **Carson City**, NV 89701-5453 * (775) 687-4280
2501 East Sahara Avenue, Suite 102 ***Las Vegas**, NV 89104-4137 * (702) 486-4033
e-mail: realest@red.state.nv.us <http://www.red.state.nv.us>

**BEFORE YOU PURCHASE PROPERTY IN A
COMMON-INTEREST COMMUNITY
DID YOU KNOW . . .**

1. YOU GENERALLY HAVE 5 DAYS TO CANCEL THE PURCHASE AGREEMENT?

When you enter into a purchase agreement to buy a home or unit in a common-interest community, in most cases you should receive either a public offering statement, if you are the original purchaser of the home or unit, or a resale package, if you are not the original purchaser. The law generally provides for a 5-day period in which you have the right to cancel the purchase agreement. The 5-day period begins on different starting dates, depending on whether you receive a public offering statement or a resale package. Upon receiving a public offering statement or a resale package, you should make sure you are informed of the deadline for exercising your right to cancel. In order to exercise your right to cancel, the law generally requires that you hand deliver the notice of cancellation to the seller within the 5-day period, or mail the notice of cancellation to the seller by prepaid United States mail within the 5-day period. For more information regarding your right to cancel, see Nevada Revised Statutes 116.4108, if you received a public offering statement, or Nevada Revised Statutes 116.4109, if you received a resale package.

2. YOU ARE AGREEING TO RESTRICTIONS ON HOW YOU CAN USE YOUR PROPERTY?

These restrictions are contained in a document known as the Declaration of Covenants, Conditions and Restrictions. The CC&Rs become a part of the title to your property. They bind you and every future owner of the property whether or not you have read them or had them explained to you. The CC&Rs, together with other “governing documents” (such as association bylaws and rules and regulations), are intended to preserve the character and value of properties in the community, but may also restrict what you can do to improve or change your property and limit how you use and enjoy your property. By purchasing a property encumbered by CC&Rs, you are agreeing to limitations that could affect your lifestyle and freedom of choice. You should review the CC&Rs, and other governing documents before purchasing to make sure that these limitations and controls are acceptable to you. Certain provisions in the CC&Rs and other governing documents may be

superseded by contrary provisions of chapter 116 of the Nevada Revised Statutes. The Nevada Revised Statutes are available at the Internet address <http://www.leg.state.nv.us/nrs/>.

3. YOU WILL HAVE TO PAY OWNERS' ASSESSEMENTS FOR AS LONG AS YOU OWN YOUR PROPERTY?

As an owner in a common-interest community, you are responsible for paying your share of expenses relating to the common elements, such as landscaping, shared amenities and the operation of any homeowners' association. The obligation to pay these assessments binds you and every future owner of the property. Owners' fees are usually assessed by the homeowners' association and due monthly. You have to pay dues whether or not you agree with the way the association is managing the property or spending the assessments. The executive board of the association may have the power to change and increase the amount of the assessment and to levy special assessments against your property to meet extraordinary expenses. In some communities, major components of the common elements of the community such as roofs and private roads must be maintained and replaced by the association. If the association is not well managed or fails to provide adequate funding for reserves to repair, replace and restore common elements, you may be required to pay large, special assessments to accomplish these tasks.

4. IF YOU FAIL TO PAY OWNERS' ASSESSMENTS, YOU COULD LOSE YOUR HOME?

If you do not pay these assessments when due, the association usually has the power to collect them by selling your property in a nonjudicial foreclosure sale. If fees become delinquent, you may also be required to pay penalties and the association's costs and attorney's fees to become current. If you dispute the obligation or its amount, your only remedy to avoid the loss of your home may be to file a lawsuit and ask a court to intervene in the dispute.

5. YOU MAY BECOME A MEMBER OF A HOMEOWNERS' ASSOCIATION THAT HAS THE POWER TO AFFECT HOW YOU USE AND ENJOY YOUR PROPERTY?

Many common-interest communities have a homeowners' association. In a new development, the association will usually be controlled by the developer until a certain number of units have been sold. After the period of developer control, the association may be controlled by property owners like yourself who are elected by homeowners to sit on an executive board and other boards and committees formed by the association. The association and its executive board are responsible for assessing homeowners for the cost of operating the association and the common or shared elements of the community and for the day-to-day operation and management of the community. Because homeowners sitting on the executive board and other boards and committees of the association may not have the experience or professional background required to understand and carry out the responsibilities of the association properly, the association may hire professional community

managers to carry out these responsibilities. Homeowners' associations operate on democratic principles. Some decisions require all homeowners to vote, some decisions are made by the executive board or other boards or committees established by the association or governing documents. Although the actions of the association and its executive board are governed by state laws, the CC&Rs and other documents that govern the common-interest community, decisions made by these persons, will affect your use and enjoyment of your property, your lifestyle and freedom of choice, and your cost of living in the community. You may not agree with decisions made by the association or its governing bodies even though the decisions are ones which the association is authorized to make. Decisions may be made by a few persons on the executive board or governing bodies that do not necessarily reflect the view of the majority of homeowners in the community. If you do not agree with decisions made by the association, its executive board or other governing bodies, your remedy is typically to attempt to use the democratic processes of the association to seek the election of members of the executive board or other governing bodies that are more responsive to your needs. If you have a dispute with the association, its executive board or other governing bodies, you may be able to resolve the dispute through the complaint, investigation and intervention process administered by the Office of the Ombudsman for Owners in Common-Interest Communities, the Nevada Real Estate Division and the Commission for Common Interest Communities. However, to resolve some disputes, you may have to mediate or arbitrate the dispute and, if mediation or arbitration is unsuccessful, you may have to file a lawsuit and ask a court to resolve the dispute. In addition to your personal cost in mediation or arbitration, or to prosecute a lawsuit, you may be responsible for paying your share of the association's cost in defending against your claim.

6. YOU ARE REQUIRED TO PROVIDE PROSPECTIVE PURCHASERS OF YOUR PROPERTY WITH INFORMATION ABOUT LIVING IN YOUR COMMON-INTEREST COMMUNITY?

The law requires you to provide a prospective purchaser of your property, at your expense, with a copy of the community's governing documents, including the CC&Rs, association bylaws, and rules and regulations, as well as a copy of this document. You are also required to provide a copy of the association's current year-to-date financial statement, including, without limitation, the most recent audited or reviewed financial statement, a copy of the association's operating budget and information regarding the amount of the monthly assessment for common expenses, including the amount set aside as reserves for the repair, replacement and restoration of common elements. You are also required to inform prospective purchasers of any outstanding judgments or lawsuits pending against the association of which you are aware, and any transfer fees, transaction fees or any other fees associated with the resale of your property. For more information regarding these requirements, see Nevada Revised Statutes 116.41095.

7. YOU HAVE CERTAIN RIGHTS REGARDING OWNERSHIP IN A COMMON-INTEREST COMMUNITY THAT ARE GUARANTEED YOU BY THE STATE?

Pursuant to provisions of chapter 116 of Nevada Revised Statutes, you have the right:

- (a) To be notified of all meetings of the association and its executive board, except in cases of emergency.
- (b) To attend and speak at all meetings of the association and its executive board, except in some cases where the executive board is authorized to meet in closed, executive session.
- (c) To request a special meeting of the association upon petition of at least 10 percent of the homeowners.
- (d) To inspect, examine, photocopy and audit financial and other records of the association.
- (e) To be notified of all changes in the community's rules and regulations and other actions by the association or board that affect you.


8. QUESTIONS?

Although they may be voluminous, you should take the time to read and understand the documents that will control your ownership of a property in a common-interest community. You may wish to ask your real estate professional, lawyer or other person with experience to explain anything you do not understand. You may also request assistance from the Office of the Ombudsman for Owners in Common-Interest Communities, Nevada Real Estate Division, at:

OR

2501 E. Sahara Ave, Suite 202
Las Vegas, NV 89104-4137
Voice: (702) 486-4480
or toll free at (877) 829-9907
Fax: (702) 486-4520

788 Fairview Dr, Ste 200
Carson City, NV 89701
Voice: (775) 687-4280

| | | | |
|--|---|-------------|-------------|
|  | I/We acknowledge that I/we have received the above-information. | | |
| | _____ | _____ | _____ |
| | <i>Purchaser</i> | <i>Date</i> | <i>Time</i> |
| | _____ | _____ | _____ |
| | <i>Purchaser</i> | <i>Date</i> | <i>Time</i> |



PURCHASER'S RECEIPT OF THE COMMON INTEREST COMMUNITY "RESALE PACKAGE"

PROPERTY ADDRESS

Nevada law (NRS 116.4109 and 116.41095) require certain documents and certificate (collectively, the "resale package") to be provided to prospective purchasers of property within a Common Interest Community (the "Association"). Buyer is entitled to a five-day cancellation period required by NRS 116.4109 as more fully described in the purchase agreement.

Record of Delivery: On _____ (date),
I _____, as the Seller(s) or his authorized
agent, deliver the resale package to: _____ .
Printed Name of Recipient

Signature

Purchaser's Receipt: On _____ (date) I/we the undersigned Buyer(s) received
the following documents in _____ hard copy **-OR-** _____ electronic format (which Buyer(s) agree(s) to accept);

**BUYER
RECEIVED**
(Initials)

INITIAL HERE

| | YES | NO |
|--|-------|-------|
| ◆ Declaration of Restrictions (CC&Rs) | _____ | _____ |
| ◆ Association Bylaws | _____ | _____ |
| ◆ Rules and Regulations of the Association | _____ | _____ |
| ◆ Information Statement ("Did you Know?") per NRS 116.4109 | _____ | _____ |
| ◆ Statement of monthly assessments for common expenses and any unpaid assessments <i>(Included in the certificate prepared by the Association)</i> | _____ | _____ |
| ◆ Current operating budget | _____ | _____ |
| ◆ Current financial statement of the Association, including a summary of the reserves study | _____ | _____ |
| ◆ Statement of any unsatisfied judgments and the status of any pending legal action against the Association or relating to the Common Interest Community of which the Seller has actual knowledge <i>(Included in the certificate prepared by the Association)</i> | _____ | _____ |
| ◆ Statement of any transfer fees, transaction fees or any other fees associated with the resale of a unit <i>(Included in the Certificate prepared by the Association)</i> | _____ | _____ |
| ◆ Statement describing all current and expected fees or charges for each unit, including, without limitation, late charges or penalties, interest rates on delinquent assessments, additional collection costs, etc. | _____ | _____ |

Buyer(s) agree(s) that should the parties fail to close for any reason, Buyer shall return all the above-stated documents at the time of cancellation of escrow or reimburse Seller(s) the cost of replacement of those documents.



Buyer Signature

Date

Buyer Signature

Date

Buyer Printed Name

Buyer Printed name

Purchaser's Response: In addition to receiving the above listed items I/we, the Buyer(s), have had the opportunity to review the documents and are satisfied with their contents and intend to go forward with the purchase of the above described property.



Buyer Signature

Date

Buyer Signature

Date

Buyer Printed Name

Buyer Printed name

Property Address: _____ (“Property”).

Buyer(s): _____ (collectively “Buyer”).

Prudential, Americana Group, REALTORS® Salesperson: _____

| | | |
|--------------------------------|--------------------|-------|
| Common Interest Community Name | Management Company | Phone |
|--------------------------------|--------------------|-------|

| | | |
|---------------------------------|-------------|--------------|
| \$ _____ Resale Package Cost | Web address | How to order |
|---------------------------------|-------------|--------------|

| | | |
|-------------|--------------------|-------|
| Master Plan | Management Company | Phone |
|-------------|--------------------|-------|

| | | |
|---------------------------------|-------------|--------------|
| \$ _____ Resale Package Cost | Web address | How to order |
|---------------------------------|-------------|--------------|

The Common Interest Community (Home Owners Association) Resale Package (“resale package”) concerning the Property is to be provided by the Seller (at Seller’s cost) per NRS 116.

The Seller has not provided the resale package. The Buyer instructs that they do not wish to purchase the resale package at their own expense. Prudential®, Americana Group, REALTORS® encourages the Buyer to demand the resale package from the Seller. The Buyer signs this document to complete the brokers’ transaction folders.

RESALE PACKAGE INFORMATION FOR BUYER

Buyer holds harmless the Seller Broker/Salespersons and Buyer Broker/Salespersons as to any and all losses, damages, inconvenience the Buyer may sustain as a result of the non receipt of the resale package. Buyer is aware of the location, price and how to purchase the Resale Package via the CIC community above described.

Buyer understands the resale package contains covenant conditions & restrictions (CC&R’s), rental restrictions, bylaws, financials, monthly dues, assessments, transferee fees, and other documents and information per NRS 116.4109 (located at “<http://www.leg.state.nv.us/NRS/NRS-116.html#NRS116Sec4109>”).

The terms of the resale package are binding upon the Buyer and affect the Buyer’s real property rights.

If you close the escrow without receiving the resale package, you are not able to receive or make complaint about the following: “damages, rescission or other relief based solely on the ground that the unit’s owner or his authorized agent failed to furnish the resale package, or any portion thereof, as required by this section.”

Buyer holds harmless the Seller, Seller Broker/Salespersons and Buyer Broker/Salespersons as to any and all losses, damages, inconvenience the Buyer may sustain as a result of the non receipt of the resale package.

SIGN HERE 

Buyer Signature

Buyers Signature

Date

Date

CAUTION

U.S. Department of Housing
and Urban Development
Federal Housing Administration (FHA)



OMB Approval No: 2502-0538
(exp. 07/31/2009)

For Your Protection: Get a Home Inspection

Why a Buyer Needs a Home Inspection

A home inspection gives the buyer more detailed information about the overall condition of the home prior to purchase. In a home inspection, a qualified inspector takes an in-depth, unbiased look at your potential new home to:

- ✓ Evaluate the physical condition: structure, construction, and mechanical systems;
- ✓ Identify items that need to be repaired or replaced; and
- ✓ Estimate the remaining useful life of the major systems, equipment, structure, and finishes.

Appraisals are Different from Home Inspections

An appraisal is different from a home inspection. Appraisals are for lenders; home inspections are for buyers. An appraisal is required to:

- ✓ Estimate the market value of a house;
- ✓ Make sure that the house meets FHA minimum property standards/requirements; and
- ✓ Make sure that the property is marketable.

FHA Does Not Guarantee the Value or Condition of your Potential New Home

If you find problems with your new home after closing, FHA can not give or lend you money for repairs, and FHA can not buy the home back from you. That is why it is so important for you, the buyer, to get an independent home inspection. Ask a qualified home inspector to inspect your potential new home and give you the information you need to make a wise decision.

Radon Gas Testing

The United States Environmental Protection Agency and the Surgeon General of the United States have recommended that all houses should be tested for radon. For more information on radon testing, call the toll-free National Radon Information Line at 1-800-SOS-Radon or 1-800-767-7236. As with a home inspection, if you decide to test for radon, you may do so before signing your contract, or you may do so after signing the contract as long as your contract states the sale of the home depends on your satisfaction with the results of the radon test.

Be an Informed Buyer

It is your responsibility to be an informed buyer. Be sure that what you buy is satisfactory in every respect. You have the right to carefully examine your potential new home with a qualified home inspector. You may arrange to do so before signing your contract, or may do so after signing the contract as long as your contract states that the sale of the home depends on the inspection.



HUD-92564-CN (6/06)



CAUTION



RECEIPT OF "FOR YOUR PROTECTION" NOTICE

Property Address: _____

Name of Buyer(s): _____

I/We understand the importance of getting an independent home inspection. I/We have considered this before signing a contract with the seller for a home. Furthermore, I/We have carefully read the attached "For Your Protection: Get a Home Inspection" notice and fully understand that FHA, or any other lender, will not perform a home inspection or guarantee the price or condition of the property.

- I/We choose to have a home inspection performed.
 I/We choose NOT to have a home inspection performed.



Buyer Signature Date

Buyer Signature Date



Prudential

**Americana Group,
REALTORS®**

**Home Inspection/Appraisal
Report Addendum**

This is an **ADDENDUM** to the Residential Purchase Agreement (RPA) dated: _____
including all prior Addenda and/or Counter Offers, between _____
as Buyer, and _____ as Seller, regarding the Property
commonly known as _____.

The following terms are hereby incorporated as part of the RPA, and to the extent these terms modify or conflict with any provision of the RPA, including all prior Addenda and/or Counter Offers, these terms shall control. All other terms of the RPA, including all prior Addenda and/or Counter Offers not modified shall remain the same:

1. BUYER'S NOTICE:

- (A)** Buyer **waives** the Home Inspection contingency in it's entirety, and agrees to proceed with the closing of the Property as provided in the Purchase Agreement.
- (B)** Buyer has reviewed and **approves** the Home Inspection Report for the Property and hereby removes the home inspection contingency.
- (C)** Buyer has reviewed and **disapproves** the Home Inspection /and or Appraisal Report for the Property and requests that the Seller perform the following repairs/and or concessions: **NOTE: IF THE HOME INSPECTION / and or the Appraisal REPORT IS DISAPPROVED, BUYER MUST (A) IDENTIFY SPECIFIC ITEMS WITHIN THE REPORT TO WHICH BUYER OBJECTS, AND (B) ATTACH A COPY OF RELEVANT PAGES FROM THE HOME INSPECTION /AND OR THE APPRAISAL REPORT IDENTIFYING THOSE ITEMS. FAILURE TO COMPLY WITH THE REQUIREMENTS STATED ABOVE MAKES THIS NOTICE INEFFECTIVE.**
- (D)** A copy of the Home Inspection Report **IS** or **IS NOT** attached.
 Appraisal Report

SIGN HERE

Buyer 1 _____ **Date:** _____ **Buyer 2** _____ **Date:** _____

INITIAL HERE

BUYER INITIALS: _____ **DATE:** _____ **SELLER INITIALS:** _____ **DATE:** _____
BUYER INITIALS: _____ **DATE:** _____ **SELLER INITIALS:** _____ **DATE:** _____

2. **SELLER'S RESPONSE:** Seller acknowledges receipt of the Buyer's request for repairs and responds as follows:

- (A) Seller **agrees to correct all of the conditions listed** in Section 1 of this Addendum to which Buyer has objected
- (B) Seller **agrees to correct ONLY the following conditions:** _____

(C) Seller **declines to correct any of the conditions/repairs listed** in Section 1 of this Addendum to which Buyer has objected

(D) Other: _____

SELLER 1 Date:

SELLER 2 Date:

3. **BUYER'S REPLY TO SELLER'S RESPONSE:**

- (A) Buyer **accepts** Seller's response as noted in Section 2 of this Addendum, **waives** the Home Inspection/ and or Appraisal Report contingency in it's entirety, and **agrees** to proceed with the closing of the property as provided in the Purchase Agreement.
- (B) Buyer **rejects** Seller's response as noted in Section 2 of this Addendum, **disapproves** of the Home Inspection/and or **Appraisal** Report and **rescinds** the Purchase Agreement. Buyer's earnest money shall be returned to the Buyer as agreed to in the Purchase Agreement.
- (C) **Buyer rejects** Seller's response as noted in Section 2 of this Addendum, **elects** to offer the Seller a revised Addendum as attached and Buyer hereby requests a three (3) calendar day extension of the Home Inspection contingency/and or Appraisal Report contingency of 3 (three) days plus number of days it takes Seller to respond. **SELLER'S INITIALS BELOW AUTHORIZE A THREE (3) CALENDAR DAY EXTENSION OF THE HOME INSPECTION CONTINGENCY.**

SIGN HERE

Buyer 1 Date:

Buyer 2 Date:

INITIAL HERE

BUYER INTIALS: _____ **DATE:** _____ **SELLER INTIALS:** _____ **DATE:** _____

BUYER INTIALS: _____ **DATE:** _____ **SELLER INTIALS:** _____ **DATE:** _____

Waiver of Inspection

Property Address: _____

Printed name of Buyer(s): _____

Printed name of Buyer(s) Agent and Brokerage: _____, Prudential Americana Group

Printed name of Seller(s): _____

Printed name of Seller(s) Agent and Brokerage: _____

I/We _____ (Buyer(s)) hereby waive my/our right(s) to;

- Mold inspection _____ (initial)
- Termite inspection _____ (initial)
- Home Inspection _____ (initial)
- Walk through _____ (initial)
- Appraisal _____ (initial)

As contracted on _____, I waive my rights to an inspection with the understanding that I have not learned as much as I can from an objective specialist. I am making the decision to waive the inspections independent of the real estate broker(s) involved in the transaction and hereby agree to hold Broker(s) & Licensee(s) in this transaction harmless and to defend and indemnify them from any claim demand action or proceedings as a result of the waiver of the Mold/Termite/Home Inspection/Walk Through/Appraisal.

I SIGN THIS WAIVER WITH THE UNDERSTANDING THAT IF I HAVE ANY QUESTIONS OR CONCERNS I SHOULD CONSULT WITH AN ATTORNEY.

Seller - Printed Name

Buyer – Printed Name



Seller – Signature

Date

Buyer – Signature

Date

Seller - Printed Name

Buyer – Printed Name

Seller – Signature

Date

Buyer – Signature

Date



Affiliated Business Arrangement Disclosure Statement



NOTICE



EQUITY TITLE OF NEVADA
WWW.EQTITLENEV.COM

To: _____ Date: _____

Property Address: _____

From: Prudential, Americana Group, REALTORS®, Shelter Mortgage Company, L.L.C. – Prudential, Americana Group, REALTORS® Division, Equity Title of Nevada, LLC

We are pleased to recommend financing through Shelter Mortgage, and title and/or escrow/closing services through Equity Title

SHELTER MORTGAGE

This is to give you notice that Prudential, Americana Group, REALTORS® and a limited amount of its Licensees/Employees ("Americana") have a business relationship with Shelter Mortgage Company, LLC. ("SMC") via Americana M JV 2008, LLC, which holds a 50% Interest in SMC and therefore shares in certain profits and losses that may be generated from your loan. Because of this relationship, this referral may provide Americana a financial or other benefit.

A. Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed provider(s) as a condition for settlement of your loan on the subject property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

B. Set forth on the attached form is the estimated charge or range of charges for the settlement services of an attorney, credit reporting agency, or real estate appraiser that we, as your lender, will require on this property, to represent our interests in the transaction.

C. A lender is allowed to require the use of an attorney, credit report agency, or real estate agent hosen to represent the lender's interest.

| | | |
|--|-------------------------------|--------------------------------|
| Loan Origination : 0%-1% | Commitment Fee: 0%-1% | Tax Service Fee: \$98 |
| Loan Discount Points : 0%-4% | Flood Certification Fee: \$11 | Appraisal Fee : \$300- \$1,200 |
| Credit Report: \$35-\$85 | Wire Fee: \$38.50 | MERS Fee: \$4.95 |
| Lender Fees (Including Document Preparation Fee, Underwriting Fee and Processing Fee): \$0 - \$745 | | |

EQUITY TITLE OF NEVADA, LLC

This is to give you notice that Prudential, Americana Group, REALTORS® and a limited amount of its Licensees/Employees ("Americana") have a business relationship with Equity Title, LLC ("ET") via A-Title, LLC, which holds a 40% interest in ET and therefore shares in certain profits and losses that may be generated from your escrow fees. Because of this relationship, this referral may provide Americana a financial or other benefit. You are not required to use ET as a condition for purchase or sale of the subject property. There are several companies that provide similar services of Equity Title in this area of Nevada. You may be able to get these services at a lower rate by shopping with other settlement service providers.

ACKNOWLEDGMENT

I/we have read this disclosure form, and understand that Americana is referring me/us to purchase the above-described settlement service(s) and may receive a financial or other benefit as the result of this referral.



Signature

Date

Signature

Date

Disclosure of Interest

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE

STATEMENT FORMAT

LENDER / SETTLEMENT / TITLE – SERVICES

PROPERTY ADDRESS: _____

Interest Disclosure: This is to give you notice that Prudential, Americana Group, REALTORS® (“Prudential”), involved in this transaction may receive a pecuniary return on its investment in Equity Title and/or Shelter Mortgage. Prudential and/or its agents may also receive a pecuniary return indirectly from Mountain View Mortgage, and Wells Fargo Home Loan although not directly from the loan at issue. You are not required to use any title company nor any particular lender as a condition for purchase or sale of the subject property. There are several companies that provide similar services in the Las Vegas, Nevada metropolitan area.

The Buyer and/or Seller hereby acknowledge the disclosure of the above-described interest and make the decision to utilize Equity Title, Shelter Mortgage and/or Mountain View Mortgage independent of any representations of the real estate broker(s) involved in this transaction.

I SIGN THIS DISCLOSURE WITH THE UNDERSTANDING THAT IF I HAVE ANY QUESTIONS OR CONCERNS I SHOULD CONSULT WITH A PROFESSIONAL OF MY CHOICE.

Client – Printed Name

Client – Printed Name

SIGN HERE 

Client – Signature

Date

Client – Signature

Date



Prudential

**Americana Group,
REALTORS®**



**Explanation Of
BROKER ADMINISTRATIVE CHARGE**

BROKER ADMINISTRATIVE CHARGE

The real estate industry is contractually based. The level of quality of service offered by a broker varies. There are numerous services a brokerage can offer that are not required by Nevada law. A Nevada real estate broker is required to perform various duties per Nevada and Federal law . At Prudential, Americana Group, REALTORS® the quality of each transaction is a focus as each transaction has a great volume of paper and individual importance. The Americana Broker Administrative Charge (“BAC”) is assessed by Prudential, Americana Group, REALTORS® to its buyer and seller clients in exchange for real estate services provided and actually performed. The Fee is the result of the client engaging Americana for these services and is in excess of the listing, cooperative and/or buyer broker commissions typically paid by sellers and buyers. It is a form of commission for the real estate services provided by Americana for a buyer and/or seller. It is for services actually performed and is the result of the client engaging Americana

.Americana focuses on quality from start to finish of each transaction. The BAC assists in the availability of contemporary training; management; forms; timely organization and electronic storage. This allows the Americana agent to perform services and advise clients in an educated and up to date manner. Americana’s operation includes offices through out the Las Vegas Valley each with its own broker/corporate broker management as required by law but also supplemented by in-house chief financial officer, trainer, operations officer; IT director; general sales manager and legal counsel. It also includes a complex centralized brokerage administration where each file is tracked electronically through its life to assist in timely communication with the client and the gaining/delivery of information. During the tracking phase the management of each office and Americana’s brokerage department scrutinizes a transaction. Many transactions are reviewed by the corporate broker; in connection with its in-house legal department. Currently a portion of the files are electronically stored for timely access to the process. As a result of Americana’s system we are proud to say that we have one of the lowest levels of incidence reports per volume for any real estate brokerage firms in the state of Nevada. As an added benefit, Americana is a subscriber of errors and omissions insurance and in the event a mistake occurs, Americana is insured for the benefit of all parties. Although these benefits may be hidden due to the lack of controversy in a particular transaction the standards employed by Americana in managing each file is present, guiding the transaction in its creation and five years of storage.

<http://www.leg.state.nv.us/nrs/nrs-645.html>; <http://www.leg.state.nv.us/nac/NAC-645.html> ; <http://www.leg.state.nv.us/NRS/NRS-116.html> ; <http://www.leg.state.nv.us/NAC/NAC-116.html> ; <http://www.leg.state.nv.us/NRS/NRS-113.html>; <http://www.leg.state.nv.us/NAC/NAC-113.html> ; <http://www.hud.gov/offices/adm/hudclips/handbooks/hsg/4000.2/40002hbHSGH.pdf>; <http://www.hud.gov/>

SIGN HERE





PROPERTY ADDRESS: _____

Escrow Company: _____
Escrow Information to be determined upon opening of Escrow

Escrow Co. Address: _____
Escrow Information to be determined upon opening of Escrow

Escrow Number: _____ Escrow Officer: _____
Escrow Information to be determined upon opening of Escrow

Client Name(s): _____

Sales Executive Name: _____ Office: AMEG 01 - Sahara

| ITEM | DESCRIPTION |
|------------------------------|---|
| BROKER ADMINISTRATIVE CHARGE | <p>Prudential, Americana Group, REALTORS® Broker Administrative Charge: \$ <u>625.00</u></p> <p><i>(Shown on estimated net proceeds to be paid through escrow)</i></p> <p><i>This fee is not required by the State or Federal Government to ensure that prospective purchasers' and sellers' transactions comply with Federal or State laws and regulations.</i></p> <p><i>The Broker Administrative Charge is assessed by Prudential, Americana Group, REALTORS® to its buyer and seller clients in exchange for real estate services provided and actually performed. The Fee is the result of the client engaging Americana for these services and is in excess of the listing, cooperative and/or buyer broker commissions typically paid by sellers and buyers.</i></p> <p>visit our web site www.americanagroup.com</p> |

SIGN HERE

CLIENT SIGNATURE

DATE

CLIENT SIGNATURE

DATE



ESTIMATED COSTS AND NET PROCEEDS



Prepared for _____ Price \$ _____

Property Address _____

Terms: Cash(\$) Conv. (C) FHA (F) VA (V) Assumption (A) Seller Financing

| | | BUYER | SELLER | |
|--|--|-------|--------|--------|
| Down Payment | | | \$AVFC | |
| MORTGAGE COSTS | | | | |
| Non-Recurring Costs | Loan Origination Fee _____ % | | VFC | |
| | Loan Discount Points _____ % | | | |
| | Appraisal Fee | | VFC | VFC |
| | Credit Report | | AVFC | |
| | VA Funding Fee (may be financed) | | V | |
| | FHA Mortgage Ins. Premium (may be financed) | | F | |
| | Lender Document Preparation Fee | | | VF |
| | Loan Processing/Application Fee | | C | VF |
| | Existing Mortgage Prepayment Fee | | | |
| | Assumption Fee | | A | A |
| Tax Service | | C | VF | |
| Recurring Costs | Interest for _____ days @ _____ % per day | | VFC | |
| | Taxes _____ months @ \$ _____ per month | | VFC | |
| | Insurance _____ months @ \$ _____ per month | | VFC | |
| | Mortgage Insurance Impound | | CF | |
| TITLE COSTS | | | | |
| Non-Recurring Costs | Recording Fee | | \$AVFC | \$AVFC |
| | Escrow Fee | | \$AFC | \$AVFC |
| | ALTA Lender's Policy | | VFC | |
| | Buyer's Closing Costs (when incl. in price) | | | VFC |
| | Title Insurance Policy | | | \$AVFC |
| | Real Property Transfer Tax (\$5.10 per \$1000) | | | \$AVFC |
| | Reconveyance Fee | | | |
| | Proration (Interest/Assessments) | | | |
| | Setup/Collection Fees | | A | A |
| | Flood Certification | | CF | V |
| BROKER'S FEES | | | | |
| Brokerage Fee | | | | |
| Transaction Fee | | | | |
| MISCELLANEOUS COSTS | | | | |
| Common Interest Community Document Fee | | | | \$AVFC |
| Common Interest Community Transfer Fee | | | \$AVFC | \$AVFC |
| Home Inspection | | | | |
| Home Warranty Plan | | | | |
| Repairs (Negotiable in purchase agreement) | | | | |
| Termite Inspection | | | | VF |
| Well/Septic Inspection | | | | |
| _____ | | | | |
| _____ | | | | |
| TOTAL ESTIMATED COSTS | | | | |

INITIAL HERE

Client Initials _____ Date: _____

Client Initials _____ Date: _____

ESTIMATED COSTS AND NET PROCEEDS

Summary

| <u>BUYER</u> | <u>SELLER</u> |
|--|---|
| Approximate amount needed to close escrow: | |
| \$ _____ (total from page 1) | |
| Approximate Monthly Payment: | Estimated Sales Proceeds: |
| Interest Rate @ _____ % P & I \$ _____ | Sales Price \$ _____ |
| Taxes \$ _____ | Current Loan Balance (1st) \$ (_____) |
| Insurance \$ _____ | Current Loan Balance (2nd) \$ (_____) |
| PMI / MMI \$ _____ | Subtotal \$ _____ |
| CIC Dues \$ _____ | Less Estimated Costs \$ (_____) |
| SID / LID \$ _____ | Less Final Mtg. Pymt. \$ (_____) |
| Est. Monthly Obligation \$ _____ | Less Seller Financing \$ (_____) |
| | Estimated Proceeds \$ _____ |

Note: This estimate is prepared in good faith; however, neither the Greater Las Vegas Association of REALTORS® nor Broker(s) or agent(s) assume any responsibility for unintentional errors nor do they guarantee any specific costs or proceeds.

NOTE TO SELLER: Seller financing costs will vary. The above estimates are based upon loan balance figures that have been supplied by you, and do not take into consideration any delinquent payments, prepayment penalty or impound account. Should an existing FHA loan be paid off, the Seller may be entitled to a refund of any unused Mortgage Insurance Premium; FHA charges interest through the end of the month in which the note is paid off.

SIGN HERE

_____ a.m. p.m.
 BUYER SELLER SIGNATURE **DATE** **TIME**
 Name (Print): _____

_____ a.m. p.m.
 BUYER SELLER SIGNATURE **DATE** **TIME**
 Name (Print): _____

BUYER'S SELLER'S AGENT NAME (Print) _____

COMPANY NAME (Print) _____

INITIAL HERE

Client Initials _____ **Date:** _____ **Client Initials** _____ **Date:** _____

ESTIMATED COSTS AND NET PROCEEDS

Glossary of Terms

ALTA Lender's Policy: Insurance that protects the lender against any claims that arise from arguments about ownership of the property. The cost is based on the loan amount.

Appraisal Fee: Fee charged for preparing an appraisal, which gives an estimate of the property's fair market value; an appraisal is generally required by a lender before a loan can be approved.

Assumption Fee: Fee that may be charged when a buyer is assuming a mortgage from a seller.

Brokerage Fee: Compensation payable to the real estate broker(s) for services rendered in the sale of property.

Common Interest Community Document Fee: Fee charged by a common interest community to prepare a resale package according to NRS 116.4109.

Common Interest Community Transfer Fee: An administrative service fee charged by a common interest community to transfer ownership records.

Down Payment: The amount of cash a buyer will pay at the time of closing.

Escrow Fee: Fee charged by an escrow company to facilitate the closing of a real estate transaction.

Existing Mortgage Prepayment Fee: A penalty that may be assessed when paying off a mortgage note before the due date.

Mortgage Insurance Premium (MIP): A monthly payment for mortgage insurance. Mortgage insurance protects lenders against some or most of the losses that can occur when a borrower defaults. Mortgage insurance is required primarily for borrowers with a down payment of less than 20% of the purchase price.

Flood Certification: A fee charged by the title company to determine whether a property is in a flood plain.

Home Inspection: A fee charged by a home inspector who examines the structure and mechanical systems to determine a home's safety, and to notify the buyer of any repairs that may be needed.

Home Warranty Plan: Offers protection for mechanical systems and attached appliances against unexpected repairs not covered by homeowner's insurance. Coverage extends for a specific period of time.

Insurance: Also known as homeowner's or hazard insurance. A policy that combines protection against damage to a dwelling and its contents with protection against claims of negligence or inappropriate action that results in someone's injury or property damage.

Interest: A fee charged for the use of money. At closing, the interest will be prorated until the first mortgage payment due date.

Lender Document Preparation Fee: An administrative fee charged to prepare the actual loan documents for signature.

Loan Discount Points: Discount points are paid to reduce the interest rate on a loan, and are generally calculated to be the equivalent to 1% of the total loan amount.

Loan Origination Fee: The charge for preparing, submitting and evaluating a loan application. The fee compensates the loan officer and is usually calculated as a percentage of the new loan amount.

Loan Processing/Application Fee: The charge for processing a loan and preparing it for underwriting.

Impound: Amounts paid by a borrower as part of the monthly mortgage payment and held in an escrow account to pay insurance (homeowner's and mortgage, if applicable) and taxes to cover those fees when due.

Real Property Transfer Tax (RPTT): (Also known as the Nevada Transfer Tax) A tax required to be paid any time property is conveyed from one owner to another. Rates vary by county. The current rate is \$5.10 per \$1,000 in Clark County.

Non-recurring costs: One time expenses that are paid at the close of escrow.

Proration: A proportional division of a fee or assessment, such as taxes.

Reconveyance Fee: A fee charged by a mortgage holder to convey the property to the owner when a loan is paid off.

Recurring costs: Ongoing expenses.

Recording Fee: A fee charged by the County Recorder to file and record written documents on the public record. The fee is based on the number of pages recorded.

Setup/Collection Fees: An account servicing fee charged by a title company, when there is seller participation in a loan.

Tax Service: A fee charged to set up monitoring of a borrower's tax payments, to prevent tax liens to the lender's detriment.

Taxes: An annual assessment on real property that is paid to the county.

Title Insurance Policy: A homebuyer's policy that protects against any claims that arise from arguments about ownership of the property.

Transaction Fee: A fee that may be charged by a brokerage to cover document protection and storage, transaction coordination, etc.

VA Funding Fee: A charge levied by the Veterans' Administration to insure a VA loan, paid instead of MIP. The amount is calculated as a percentage of the loan amount.

INITIAL HERE

Client Initials _____

Date: _____

Client Initials _____

Date: _____



DID YOU KNOW ... YOU'RE BUYING AN REO?

What is an REO? REO means "real estate owned" and is a term used by the financial industry to describe properties (assets) that a financial institution has repossessed by foreclosure, a deed-in-lieu of foreclosure, or other means. REO properties are also called "bank owned" or "corporate owned" because the owner of record is an institution instead of a natural person.

Is an REO property a "better" deal than other properties on the market? Only a willing buyer and seller determine the purchase price of a property. Just like other resale homes, REO properties have different amenities and are in various stages of age and repair. All of these factors influence the price that a buyer and seller are willing to agree on.

What kind of financing is available for an REO property? It is a sad truth that some properties have been vandalized. Certain loan products (for example, FHA loans) are not available for properties that do not have certain appliances, floor coverings or utilities. Check with your loan provider for complete and up-to-date details about your loan requirements.

What happens after my offer is written? Your agent will submit the offer to the listing agent for presentation to the seller. Many REO sellers use Internet-based programs, and your agent or the listing agent will enter the material terms of the offer into the program for the seller's review. Your agent may ask the listing agent about the seller's review policies and timeframes, for example, whether offers are reviewed on a specific day of the month or after the property has been on the market a certain length of time.

How long will it take to receive an answer? The response time varies according to the seller and its internal procedures, and whether there are investors involved on the seller's side. Often, the response will be provided to the listing agent verbally or via an email. The agents will then work together to reduce the agreement to "hard copy" and obtain signatures. If you have a specific deadline or timeframe for purchasing a home, you should discuss that with your agent.

How will I know if I'm competing against other potential buyers? Listing agents may or may not have authority from the seller to disclose multiple offers. The REALTOR® Code of Ethics requires a listing agent to have the seller's approval before disclosing the existence of other unaccepted offers on the property. A seller may respond to numerous offers with a "multiple counteroffer." This document alerts two or more buyers that they are in a competitive situation. If you receive such a counteroffer (or any counteroffer), carefully review it with your agent.

Can I choose the title company? Typically, the banks and lenders who have foreclosed on these homes have established business relationships with title companies, who often act as the escrow holder. Even before a home is put on the market, the title company may have opened a file and started its research on the title. Under federal law, a seller cannot require a buyer to purchase title insurance from a particular company, but if the seller is paying for the buyer's title policy then the seller may choose the title company. If you have already written out a check for earnest money, you may have to issue a new check to a different title company. For a consumer's guide to title insurance, go to www.doi.state.nv.us.

What kind of disclosures will I receive from the seller? Federal and state laws require a seller to make certain disclosures to a prospective purchaser. The "Residential Disclosure Guide" provided by your agent outlines these disclosures. Some disclosures, such as the Seller's Real Property Disclosure, can be waived according to state law. Others, such as the Common Interest Community resale package, cannot.

Buyer's Initials

REO Notice
CCC

INITIAL HERE

If you close escrow without receiving a required disclosure, your right to sue for such a failure may be affected. If you have any concerns, consult with legal counsel prior to closing escrow.

Will the seller pay for repairs? A typical REO is sold "as is," meaning that the seller will not do repairs on the property or provide funds at closing for repairs. However, buyer's agents may still ask for repairs and attempt to negotiate that point. As the adage goes, "you won't know unless you ask." You may not receive multiple keys or garage openers.

Should I have a home inspection? Although an REO seller may not provide a property disclosure or make repairs, the buyer is still entitled to have an inspector review the home. Buyers should consult whatever qualified professionals (such as home inspectors, mold inspectors, pest/termite inspectors) they desire to determine the state of the property and whether the property meets their needs. Check with your agent about the applicable time period (due diligence) for having such inspections completed.

THIS NOTICE PROVIDES GENERAL INFORMATION AND IS NOT INTENDED TO PROVIDE INFORMATION OR ADVICE ON ANY SPECIFIC TRANSACTION. PARTIES TO ANY REAL ESTATE TRANSACTION SHOULD SEEK COMPETENT LEGAL AND/OR TAX COUNSEL TO DETERMINE THE LEGAL, CREDIT AND TAX CONSEQUENCES OF BUYING OR SELLING A HOME.

I/We hereby acknowledge receipt of this notice:



Buyer Date Time

Buyer Date Time



Prudential

**Americana Group,
REALTORS®**

**Waiver of NRS Chapter 113
AS IS PURCHASE**

**BUYER'S WAIVER OF RIGHTS PURSUANT TO NRS. 113.100 ET SEQ.
"CONDITION OF RESIDENTIAL PROPERTY OFFERED FOR SALE"**

Property Address _____
Printed name of Buyer(s) _____
Printed name of Buyer(s) Agent and Brokerage _____
Printed name of Seller(s) _____
Printed name of Seller(s) Agent and Brokerage _____

I/We, _____ (Buyer(s)) hereby waive my/our right(s) pursuant to NRS. 113.150 which specifically details the buyer's rights concerning material defects that materially affect the value or use of residential property in an adverse manner and accept the above-described property AS IS. I/We am/are aware that this waiver is a legal binding agreement and limits my/our rights concerning property defects as described in NRS. 113.

***I SIGN THIS WAIVER WITH THE UNDERSTANDING THAT IF I HAVE ANY
QUESTIONS OR CONCERNS I SHOULD CONSULT WITH AN ATTORNEY.***

NEVADA LAW REQUIRES THIS DOCUMENT BE NOTARIZED TO BE VALID

Buyer's Printed Name

Buyer's Printed Name



Buyer's Signature

Buyer's Signature

**SUBSCRIBED and SWORN to before me
this (DATE) _____**

**NOTARY PUBLIC, In and
for said County and State
SEAL**

Notary Printed Name

Notary's Signature



Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser or any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) _____ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) _____ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) _____ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's / Tenant's Acknowledgment (initial)

(c) _____ Purchaser has received copies of all information listed above.

(d) _____ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i) _____ received a 10 day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

(ii) _____ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

(f) _____ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Seller / Landlord Date Seller / Landlord Date

Purchaser / Tenant Date Purchaser / Tenant Date

Agent Date Agent Date

INITIAL HERE

INITIAL HERE

INITIAL HERE

SIGN HERE

**HOLD HARMLESS AGREEMENT
LEASE OPTION**

Prudential, Americana Group, REALTORS® (Sales Executives and Americana referred to as "Americana")

Parties: Seller: _____
 Buyer: _____
 Listing Agent: _____ Selling Agent: _____
 Subject Property: _____

LEASE OPTION NOTICES: The Buyer and Seller acknowledge that a Lease Option can result in the loss of equity and/or foreclosure caused solely by either the Seller's or Buyer's conduct. The Seller and Buyer hereby specifically acknowledge that the ramifications of a Lease Option include but are not limited to:

- There is no assurance that new financing will be available at the time the option period ripens which may result in loss of equity on the part of the Buyer.
- The Buyer may be treated as a Tenant in the event of Buyer's non-payment, which may result in loss of equity on the part of the Buyer.
- The Seller is obligated to pay the underlying mortgage payment even during any eviction that may occur.
- The Home Owner's insurance will not automatically accept coverage of any personal item owned by the Buyer, that supplemental loss payee and/or renters insurance should be procured by the Seller/Buyer.
- Unless otherwise agreed in writing, the Property cannot be sold by the Seller during the Option period but may be sold by the Buyer.
- Unless otherwise agreed in writing, the real estate commissions are due, in full, upon the procurement of a ready willing and able buyer through a Lease Option.
- The Seller and Buyer assume these and any other risks known or unknown absolutely independent of Americana.

INITIAL HERE

Seller's Initials Buyer's Initials

SELLER SHOULD OBTAIN CREDIT REPORT: For the Protection of both the Buyer and the Seller, Americana recommends a credit report, concerning the Buyer's credit, be gained by the Seller and accepted or rejected, in writing, by the Seller. The Seller makes this decision absolutely independent of Americana.

Seller's Initials Buyer's Initials

YOU SHOULD HAVE ATTORNEY REVIEW: For the protection of both the Buyer and the Seller Americana recommends the review of any non-traditional financing transactions by an attorney of the Buyer/Seller's choice. The Buyer and Seller make this decision independent of Americana

Seller's Initials Buyer's Initials

AGREEMENT TO HOLD HARMLESS: It is hereby understood that Americana and its agents take no position and have offered no advice concerning the legal and tax consequences of a Lease Option pertaining to the Property. The Seller and Buyer hereby hold Americana harmless and release Americana from any and all liability concerning this transaction. This is a binding contract and removes the Seller's and Buyer's ability to sue Americana. All risk is assumed by the Seller and Buyer. If any portion of a Lease Option is not completely understood, the Buyer and Seller are recommended to seek competent legal or tax representation.

Seller's Initials Buyer's Initials

My signature below indicates that I have read, understand and agree with this Hold Harmless Agreement. I hereby hold Americana harmless concerning this transaction. This is a binding contract. If any portion of this waiver is not understood, I should consult with an attorney and/or accountant of my choice.

SIGN HERE

SELLER PRINTED NAME / SIGNATURE DATE BUYER PRINTED NAME / SIGNATURE DATE

SELLER PRINTED NAME / SIGNATURE DATE BUYER PRINTED NAME / SIGNATURE DATE

ADDENDUM TO BUYER – BROKER AGREEMENT

Property Address: _____

Buyer Name: _____

Buyer Name: _____

This addendum is a legally binding contract;

1. Lease options are to be opened as extended escrow.

2. Buyer hereby instructs Escrow Company to release 1% of the total of sales price immediately to Buyer’s Broker as partial commissions paid and is to be considered non-refundable commissions with the remaining commissions due upon close of escrow (see Buyer-Broker Agreement)

Print Name

Print Name



Signature

Date

Signature

Date

Broker: Prudential Americana Group, REALTORS
Address: 7475 W. Sahara #100, Las Vegas, Nevada 89117
Telephone: 702-362-1111 Fax: 702-365-6931

Broker Signature: _____

Designated Licensee: _____



RESIDENTIAL DISCLOSURE GUIDE

I/We acknowledge that I/we have received a copy of the Residential Disclosure Guide.

DATE _____

Client—Print Name



Client—Signature

Client—Print Name

Client—Signature

Make copy of page for additional signatures.

Retain original or copy in each transaction file.



WALK-THROUGH INSPECTION AND RELEASE



PROPERTY ADDRESS: _____ Date: _____

The following aspects of the above referenced property have been personally inspected by the undersigned Buyer(s) or their authorized representative. Any unsatisfactory conditions should be noted in item 1 on page 2. Any items that cannot be checked should be noted in item 2 on page 2.

| GENERAL | Working | | |
|-----------------------------|---------|----|-----|
| | Yes | No | N/A |
| Air-Conditioning | | | |
| Alarm System | | | |
| Automatic Garage Door | | | |
| Breaker Box | | | |
| Carbon Monoxide Detector(s) | | | |
| Central Vacuum | | | |
| Door Bell(s) | | | |
| Doors and Windows | | | |
| Heating | | | |
| Intercom | | | |
| Smoke Detector(s) | | | |
| Thermostat(s) | | | |
| Water Conditioner | | | |
| Water Heater(s) | | | |

| KITCHEN | Working | | |
|-------------------|---------|----|-----|
| | Yes | No | N/A |
| Ceiling Fan | | | |
| Dishwasher | | | |
| Doors and Windows | | | |
| Faucets | | | |
| Garbage Disposal | | | |
| Microwave | | | |
| Outlets | | | |
| Oven | | | |
| Oven Hood/Fan | | | |
| Range | | | |
| Refrigerator | | | |
| Switches | | | |
| Trash Compactor | | | |

| LIVING ROOM | Working | | |
|----------------|---------|----|-----|
| | Yes | No | N/A |
| Ceiling Fan | | | |
| Doors/Windows | | | |
| Fireplace | | | |
| Light Fixtures | | | |
| Outlets | | | |
| Switches | | | |

| DINING ROOM | Working | | |
|----------------|---------|----|-----|
| | Yes | No | N/A |
| Ceiling Fan | | | |
| Doors/Windows | | | |
| Fireplace | | | |
| Light Fixtures | | | |
| Outlets | | | |
| Switches | | | |

| FAMILY ROOM | Working | | |
|----------------|---------|----|-----|
| | Yes | No | N/A |
| Ceiling Fan | | | |
| Doors/Windows | | | |
| Fireplace | | | |
| Light Fixtures | | | |
| Outlets | | | |
| Switches | | | |

| BEDROOMS | Master Bedroom Working | | |
|----------------|------------------------|----|-----|
| | Yes | No | N/A |
| Ceiling Fan | | | |
| Doors/Windows | | | |
| Fireplace | | | |
| Light Fixtures | | | |
| Outlets | | | |
| Smoke Detector | | | |
| Switches | | | |

| Bedroom #2 | Working | | |
|------------|---------|----|-----|
| | Yes | No | N/A |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

| Bedroom #3 | Working | | |
|------------|---------|----|-----|
| | Yes | No | N/A |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

| Bedroom #4 | Working | | |
|------------|---------|----|-----|
| | Yes | No | N/A |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

| Bedroom #5 | Working | | |
|------------|---------|----|-----|
| | Yes | No | N/A |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

| BATHROOMS | Master Bathroom Working | | |
|----------------|-------------------------|----|-----|
| | Yes | No | N/A |
| Ceiling Fan | | | |
| Doors/Windows | | | |
| Exhaust Fan | | | |
| Light Fixtures | | | |
| Outlets | | | |
| Plumbing | | | |
| Faucets | | | |
| Shower | | | |
| Sink(s) | | | |
| Toilet | | | |
| Tub | | | |
| Switches | | | |

| Bathroom #2 | Working | | |
|-------------|---------|----|-----|
| | Yes | No | N/A |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

| Bathroom #3 | Working | | |
|-------------|---------|----|-----|
| | Yes | No | N/A |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

| Bathroom #4 | Working | | |
|-------------|---------|----|-----|
| | Yes | No | N/A |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

| Bathroom #5 | Working | | |
|-------------|---------|----|-----|
| | Yes | No | N/A |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

MISCELLANEOUS

Working

| | Yes | No | N/A |
|----------------|-----|----|-----|
| Pool | | | |
| Pool Equipment | | | |
| Spa | | | |
| Washer | | | |
| Dryer | | | |

Working

| | Yes | No | N/A |
|------------|-----|----|-----|
| Sprinklers | | | |
| Front | | | |
| Rear | | | |
| Sides | | | |

A walk-through of the property ensures that the property and all major systems, appliances, heating/cooling, plumbing and electrical systems and mechanical fixtures are as stated in Seller's Real Property Disclosure Statement, and that the property and improvements are in the same general condition as when the purchase agreement was signed by Seller and Buyer. The walk-through confirms that repairs, if any, have been completed as agreed, and that Seller has complied with Seller's other obligations. _____

The Buyer(s) or their authorized representative, _____, have personally
Name of Authorized Representative
 conducted the above described inspection and acknowledge:

1. Except as otherwise noted below, all items of the subject property are acceptable to Buyer, and Seller has completed all repairs as agreed to by the Buyer and Seller.

Exceptions: _____

2. The following items were not able to be checked:

3. See Funds Held Supplemental Escrow Instructions

We hereby acknowledge receipt of a copy of this Inspection and release any and all brokers and agents from further responsibility and liability in this matter.

SIGN HERE

Buyer/Authorized Rep.: _____ Date: _____ Time: _____

Buyer/Authorized Rep.: _____ Date: _____ Time: _____

Received by:

Seller: _____ Date: _____ Time: _____

Seller: _____ Date: _____ Time: _____