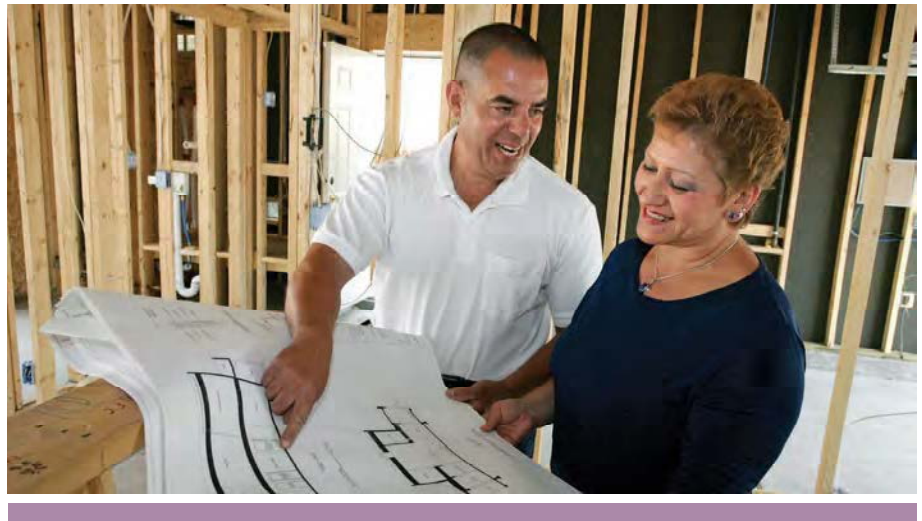


## La Búsqueda y Selección de su Casa



Ahora que usted ya está listo para buscar casa...

**Cuando haya completado** las tareas de su Plan de Acción Homewise, usted estará listo para la búsqueda de una casa de acuerdo a sus posibilidades con la ayuda de un Agente de Bienes Raíces. Recuerde, si quiere incrementar su capacidad de compra, no dude en contactar a su Asesor en Compra de Casa de Homewise para juntos generar ideas de como lograrlo. Desde luego también puede discutir con el Asesor, que tan cómodo se siente con la cantidad máxima de préstamo hipotecario para el cual usted califica, ya que si lo prefiere, puede tomar el préstamo por una cantidad menor a la máxima autorizada.

### Consejos para Buscar su Casa

**Piense detenidamente acerca de sus prioridades de vivienda.** Conozca lo que necesita y desea en una vivienda. Utilice el “Juego de las prioridades de vivienda” y las otras herramientas de este capítulo para ayudarle en esta reflexión.

**Encuentre las formas en que el Agente de Bienes Raíces le puede ayudar a encontrar una casa de acuerdo a sus posibilidades.** El agente de bienes raíces puede aconsejarle y facilitar el proceso de la compra de casa, por ejemplo:

- Ayudarle a determinar sus prioridades de vivienda
- Mostrarle casas disponibles nuevas y en comunidades ya existentes. Los agentes de Homewise también les pueden mostrar casas disponibles a través de los Programas de Vivienda Accesible de la ciudad y el condado.
- Ayudarle a determinar que casas están en venta dentro del rango de precio a su alcance y que opción puede funcionarle mejor.
- Darle detalles sobre las casas de su interés.
- Negociar y presentarle una oferta y el contrato de compra-venta al vendedor.
- En caso de que la casa que está usted comprando sea nueva, guiarlo en el proceso de escoger las mejores opciones.
- Contestar todas las preguntas que usted tenga durante el proceso de compra de casa.

Si usted está trabajando con un Agente de Bienes Raíces, es importante que comprenda cómo operan estos agentes para que pueda tratar con ellos y sacarles el mayor provecho posible.

Hay distintas formas de relación que pueden establecerse con un Agente de Bienes Raíces. Es común que los Agentes de Bienes Raíces trabajen para el vendedor, ya que es él quien paga su comisión, por lo tanto tienen la obligación legal de actuar de la forma que más beneficie al vendedor. Sin embargo, algunos Agentes trabajan para el comprador como Agentes del Comprador o como intermediarios de la operación. Los Agentes de Compradores se concentran en encontrar una vivienda para el comprador y presentarle una oferta al Agente del Vendedor. Generalmente el Agente del Vendedor y el Agente del Comprador se reparten la comisión una vez que la casa está vendida y las escrituras firmadas.

#### **SUGERENCIA ÚTIL**

Elija y trabaje con un solo Agente de Bienes Raíces y nunca permita que un segundo agente le muestre una casa que ya le fue mostrada por otro agente. Mejor decida con qué agente se siente más seguro y comprométase a trabajar con él por un período de tiempo determinado.



## Puntos a considerar al buscar casa

### Considere lo siguiente:

1. ¿Es la colonia segura y tranquila?
2. ¿Están las casas de la colonia en buen estado?
3. ¿Tiene la casa suficientes baños y recamaras?
4. ¿Hay suficiente espacio para almacenar cosas?
5. ¿Hay buenas escuelas en el área?
6. ¿Es conveniente la ubicación de la casa?
7. ¿La estructura es sólida (techo y cimientos, etc.)?
8. ¿Es buena la calidad de las estructuras mecánicas (sistemas sanitarios, de calefacción y eléctrico)?
9. ¿La distribución de los espacios va de acuerdo con su estilo de vida?
10. ¿El tamaño de los dormitorios y de la casa en su conjunto, son adecuados para sus necesidades?
11. ¿Es una casa con gasto eficiente de energía?
12. ¿Es fácil cuidar del área exterior?
13. ¿Qué servicios comunitarios hay disponibles (ambulancia, bomberos, policía, recolección de basura, agua)?
14. ¿Están cerca las instalaciones y áreas recreativas?
15. ¿Son buenas las posibilidades de reventa?
16. ¿Cuál es el costo promedio de los servicios públicos y de mantenimiento?
17. ¿Requiere pagos a la asociación de vecinos? ¿Han subido estas cuotas en los dos últimos años? ¿Cuánto suben por año en promedio?
18. ¿Siente que usted y su familia podrían ser felices viviendo en esa casa?

¿Cuáles de estos puntos son los más importantes para usted? Escríbalos en orden de importancia:

- 1 \_\_\_\_\_
- 2 \_\_\_\_\_
- 3 \_\_\_\_\_
- 4 \_\_\_\_\_
- 5 \_\_\_\_\_



### SUGERENCIA ÚTIL

Recuerde que su primera casa probablemente no sea la última que compre. Su primera casa no tiene necesariamente que ser la casa de sus sueños, sino un punto de partida. Posteriormente cuando haya acumulado suficiente plusvalía en su primera casa, si quiere, puede comprar una casa mejor.





## El Juego de Prioridades de Vivienda

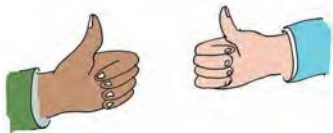
Si tuviera un “Presupuesto de 30 Chiles” para gastar en la compra de su casa ¿A que aspectos de la compra le daría más importancia? Ponga un círculo alrededor de la opción que escogería en cada fila (A, B o C). Las reglas del juego son que al final el total de los chiles seleccionados sume 30.

CARACTERÍSTICA	A	B	C
<b>Ubicación</b>	Vecindario multi-familiar o comercial. Tráfico intenso. 	Vecindario multi o unifamiliar. Tráfico moderado. 	Ubicación de primera. Vecindario unifamiliar. Tráfico leve 
<b>Opciones de Mejoras (si la casa es nueva)</b>	No hay opciones como aire acondicionado o enfriadores de evaporación, etc. 	Mejoras posibles pero limitadas 	Mejoras ilimitadas pagadas por usted 
<b>Tamaño de la Casa</b>	Pequeño: Menos de 900 pies cuadrados 	Mediano: entre 900 - 1200 pies cuadrados 	Grande: más de 1200 pies cuadrados 
<b>Número de Recamaras y Baños</b>	2 dormitorios, 1 baño 	3 dormitorios, 1 1/2 a 2 baños 	4 o más dormitorios, 2 1/2 a 3 baños 
<b>Armarios y Almacenamiento</b>	Muy pocos armarios y gabinetes 	Algunos armarios y gabinetes 	Muchos armarios y gabinetes 
<b>Chimenea o Estufa de Madera</b>	Sin chimenea ni estufa de madera 	Una estufa de madera 	Una chimenea 
<b>Estacionamiento</b>	Estacionamiento descubierto 	Cobertizo 	Garaje 

## El Juego de Prioridades de Vivienda

CARACTERÍSTICA	A	B	C
<b>Características del equipo para el ahorro de Energía.</b>	Sin equipo de ahorro de energía. 	Algunas, (aislamiento térmico, sello a prueba de presión y protección de intemperie) 	Nivel Premium, como calefacción de radiación en el piso, protectores de ventanas contra tormentas, paneles solares. 
<b>Techo y Calefacción</b>	Instalados hace más de 12 años 	Techo y sistema de calefacción de 6 años de antigüedad. 	Techo y sistema de calefacción completamente nuevos. 
<b>Calidad de Acabados Interiores</b>	Modesta. Pisos de linóleo, armarios y mostradores con laminado de plástico. 	Media. Con entrada de losetas, alfombras bonitas y armarios de madera. 	Superior. Pisos de cerámica, alfombras gruesas, mostradores con revestimiento cerámico, vigas, armarios de madera fina. 
<b>Jardín</b>	Patio con grava. Mantenimiento de bajo costo. 	Plantas y arbustos naturales del suroeste de los EE.UU. Mantenimiento moderado. 	Pasto, plantas y arbustos de flores que requieren bastante agua. Mantenimiento elevado. 
<b>Asociación de Vecinos</b>	No hay asociación de Vecinos 	Obligatoria, con costos de membresía de menos de \$100. 	Obligatoria con costos de membresía de más de \$100. 
<b>Escuelas</b>	No están cerca. Requiere manejar o usar transporte público para llevar a los niños a la escuela. 	Están cerca. Los autobuses de la escuela llevan a los niños. 	Se puede ir a la escuela caminando. 
<b>Servicios Comunitarios</b>	No hay hospital, estación de bomberos ni estación de policía cerca. 	El hospital, la estación de bomberos y de policía están a una distancia de 5 millas. 	El hospital, la estación de bomberos y de policía están muy cerca de la casa. 

## Negociando el Precio de la Vivienda



Antes de hacer su oferta, es conveniente que tome en cuenta los siguientes aspectos:

1. ¿Cuánto valen las casas en el área?
2. ¿Han estado subiendo de precio las casas del vecindario?
3. ¿En qué estado se encuentra la vivienda? ¿Se necesita hacer reparaciones o mejoras a la casa?
4. ¿Qué cantidad puede usted ofrecer?
5. ¿Por qué está vendiendo el propietario? ¿Están ansiosos por vender?
6. ¿Cuánto tiempo ha estado la casa a la venta?
7. ¿Ha habido reducción del precio?
8. ¿El vendedor ha recibido más ofertas que están siendo consideradas?
9. ¿Es esta casa la más cara o la más barata de la calle?
10. Recuerde que el precio de venta anunciado es generalmente mayor que lo que el vendedor está dispuesto a aceptar. Por lo general, usted puede negociar el precio así como las condiciones.
11. ¿Tiene usted otras opciones de compra de vivienda?

Cuando se trabaja con una Agente de Bienes Raíces, las ofertas y contraofertas se presentan por escrito. Usted hace una oferta y el Agente, la escribe en el acuerdo de compra-venta. Luego el Agente presenta la oferta al vendedor.

**Depósito de garantía (Earnest Money)** - Se llama así el depósito que se entrega al vendedor para mostrar que el posible comprador está seriamente interesado en comprar la casa después de haber presentado su oferta. Al comprador le conviene que el depósito de garantía sea lo más bajo posible. Este depósito deberá después aplicarse al pago del enganche que se paga al momento de cerrar la compra-venta durante la firma de escrituras o cierre.



### CONOZCA SUS DERECHOS EN LA COMPRA DE VIVIENDA

Las leyes federales, estatales y municipales prohíben la discriminación en la compraventa de casas por raza, color, religión, origen nacional, sexo, discapacidad, status familiar, afiliación conyugal u orientación sexual. El vendedor, Agente de Bienes Raíces o cualquier Agente del Vendedor no discriminará basándose en ninguno de estos factores.

**Contrato de Compra-Venta (Purchase Contract):** Es un acuerdo escrito entre el comprador y el vendedor en el que declaran los términos y condiciones bajo los cuales se vende la propiedad. Asegúrese que el contrato incluya los siguientes elementos:

- Nombre y firma de todos los propietarios/vendedores.
- La descripción legal completa de la propiedad.
- Los nombres de todos los compradores que aparecerán en la escritura.
- El precio de compra acordado.
- Depósito de garantía (cantidad, nombre de la compañía de títulos de propiedad que conservará el depósito para ser usado como parte del enganche).
- Contingencias financieras. Son condiciones que, de no cumplirse, le permitirían a usted retirar su oferta sin perder su depósito. Pueden incluir por ejemplo el tipo, monto, tasa, plazo y condiciones del préstamo hipotecario bajo las cuales usted planea comprar la casa. Si las tasas de interés aumentaran repentinamente, haciendo que la operación ya no le fuera conveniente, gracias a esta cláusula usted podría retirar su oferta sin perder su depósito.
- Cláusula estipulando que la oferta está sujeta a la aprobación que se hiciera después de la inspección correspondiente.
- Una fecha propuesta para ocupación y cierre. Recuerde considerar un tiempo suficiente para el procesamiento de su préstamo. Por lo general, le lleva a la institución de préstamos entre 30 y 45 días entre la solicitud del préstamo y el cierre. Por su propio beneficio, debe usted asegurarse de darse el tiempo suficiente para obtener un préstamo hipotecario con una tasa de interés baja. Por su lado, al vendedor y al agente de bienes raíces, generalmente les conviene establecer la fecha del cierre tan pronto como sea posible.
- Declaración detallada de quién pagará los costos de escrituración y gastos tales como impuestos, seguros y otros gastos previos a la firma de las escrituras.
- En el caso de una casa nueva, distintas opciones.
- Las reparaciones que deberán hacerse a la casa deben incluirse en un anexo.
- Los artículos de propiedad personal que se aceptaron en la oferta y contraoferta también deben incluirse en el anexo.
- La cláusula de condiciones y posibles daños a la propiedad que indican quién es el responsable por pérdidas y daños a la vivienda durante el tiempo en que la misma este bajo contrato.
- Contingencias sobre plagas u otras contingencias ambientales (inspección para detección de radón, pintura con contenido de plomo, asbestos y termitas). Esta cláusula lo protege permitiéndole retirar su oferta si alguno de los problemas mencionados se presentara.
- Cláusula que indica que la operación está sujeta a que la propiedad no tenga vicios ocultos y se pueda escriturar sin problemas.
- La obligación de comprar está sujeta a la negociación de un contrato satisfactorio.

### SUGERENCIA ÚTIL

El contrato de compra-venta es un contrato que impone obligaciones legales a las partes firmantes. Es importante que lo revise cuidadosamente y que no firme hasta estar seguro de que se ha incluido todo lo necesario para proteger sus intereses. Si cambia de parecer respecto a la compra después de haber firmado el contrato, podría encontrarse en una situación de incumplimiento de contrato y perder el dinero del depósito e inclusive el vendedor podría iniciar una demanda legal en su contra.

## Las Casas Pre-fabricadas



Algunas de las casas que se compran en Nuevo México son pre-fabricadas (también conocidas como casas móviles, trailas o “mobile homes”). Estas casas se construyen en fábricas que cumplen con los códigos de construcción elaborados por el Departamento de Vivienda y Desarrollo Urbano. Es una estructura transportable, construida en secciones únicas o múltiples y viene equipada con aparatos domésticos y diferentes tipos de pisos o alfombras.

### Consejos para el comprador:

Las casas pre-fabricadas varían en estilos, tamaños, diseño, precios y calidad. A continuación encontrará sugerencias y procedimientos para la compra de una casa pre-fabricada.

- **Compre con inteligencia:** Investigue en distintos lugares hasta encontrar el mejor precio y calidad. Recuerde negociar el precio. Es importante que establezca de antemano la mejor ubicación para la casa y que esté informado de sus responsabilidades en cuanto a construcción y uso de suelo (permisos, preparación del terreno y construcción de los cimientos). Asegúrese de elegir a un contratista con buena reputación que tenga licencia y seguros.
- **Realice inspecciones:** Antes de comprar la casa, deberá inspeccionarla en detalle varias veces (por ejemplo en el centro de distribución previo a la entrega y después de la entrega en el sitio de instalación).
- **Revise las Garantías:** Escoja un fabricante que le ofrezca una garantía de largo plazo y que tenga pocas excepciones.
- **La Calidad es Importante:** Recuerde que comprar una casa barata y de baja calidad puede causarle gastos más grandes más adelante debido al mantenimiento, reparaciones y gastos mayores en electricidad y gas. Vale la pena pagar más por materiales de mejor calidad e invertir en mejoras opciones desde el principio para asegurarse de que su nueva casa esté libre de problemas. El folleto ‘Consumers Union’s Tips on Mobile Homes: New Buyer’s Checklist’ o ‘Consejos del Sindicato de Consumidores respecto a Casas Móviles’ contiene información útil sobre estándares de calidad, además de otra información esencial para cualquiera que contemple la posibilidad de comprar una casa pre-fabricada. El siguiente consejo útil incluye la información de como obtener este folleto.

### SUGERENCIA ÚTIL

Para imprimir una copia del folleto ‘Consumers Union’s Tips on Mobile Homes’ que contiene información valiosa sobre la compra de las casas prefabricadas, visite el sitio web: [www.consumersunion.org/other/mh/brochure.htm](http://www.consumersunion.org/other/mh/brochure.htm).

### Costos a considerar:

Las casas pre-fabricadas pueden parecer económicas y de bajo mantenimiento. Es importante recordar que el precio no incluye el terreno de la vivienda, el cual debe alquilarse o comprarse por separado. Para obtener un préstamo hipotecario para una casa pre-fabricada, los prestamistas requieren que estas viviendas estén asentadas en cimientos permanentes. Recuerde que es más fácil que el valor de una casa pre-fabricada aumente si usted es propietario del terreno en donde está ubicada y está instalada en cimientos permanentes.

Algunas veces el vendedor integra todos los costos en un sólo precio de venta. Asegúrese de informarse acerca de cada rubro de costo por separado, y que el precio de cada uno sea razonable. Recuerde negociar los precios y siempre haga las siguientes preguntas:

- ¿Cuál es el costo de la casa solamente?
- ¿Cuál es el costo del terreno?
- ¿Cuál es el costo de la instalación de servicios públicos y de otra infraestructura necesaria?
- ¿Cuál es el costo por transportar la casa al terreno donde habrá de instalarse?

### Algunos Consejos acerca del Financiamiento:

- Evite los préstamos hipotecarios con altos intereses. No inicie una solicitud en la oficina de préstamos antes de haberse informado de las tasas de interés y características de préstamos hipotecarios disponibles con varias compañías.
- No integre otras deudas al préstamo para su casa pre-fabricada. Mantenga por separado los préstamos para automóvil, las deudas de las tarjetas de crédito y otras deudas no aseguradas, para así proteger el valor de su casa.
- No se sienta presionado a firmar un contrato antes de que se sienta realmente listo para hacerlo. Lleve los documentos a su casa para leerlos detenidamente hasta haberlos entendido con claridad.
- Asegúrese de que el depósito sea bajo y que entienda claramente las circunstancias bajo las cuales sería reembolsable.



### SUGERENCIA ÚTIL

Vea en la pag. 52 una hoja de trabajo sobre los costos asociados al comprar una Casa Prefabricada. También puede contactar a la División de Vivienda Prefabricada del Estado de Nuevo Mexico (State of New Mexico Manufactured Housing Division) al (505) 467-4770. Ellos tienen la misión de asegurar las condiciones esenciales de sanidad y seguridad para los compradores como también que las prácticas comerciales de la industria sean justas y ordenadas.

## Hoja de Trabajo para la Compra de una Casa Pre-fabricada

### Casa Instalada en Propiedad Privada

Cantidad Máxima de Préstamo \$ \_\_\_\_\_  
(basada en su presupuesto de pre-calificación)

Concepto:	Costo:
<b>Costos del Terreno</b>	
Terreno	\$ _____
<b>Total de Costos del Terreno</b>	<b>\$ _____</b>

#### Costos de Inst. y Prep. del Terreno

Mejoras al terreno, jardín, etc.	\$ _____
Cimientos	\$ _____
Cochera	\$ _____
Entrada para auto	\$ _____
Instalación tanque séptico	\$ _____
Instalación de un pozo	\$ _____
Conectar drenaje y agua	\$ _____
Conexión de gas	\$ _____
Conexiones eléctricas	\$ _____
Conexión del teléfono	\$ _____
Plataformas y pisos	\$ _____
Permisos	\$ _____
Traslado	\$ _____
Varios	\$ _____
<b>Costo Total Inst. + Prep. Terreno</b>	<b>\$ _____</b>

**Costo Total del costo del terreno más el costo de la Inst./Prep. del Terreno** \$ \_\_\_\_\_

#### Cantidad Disponible para Casa

**Pre-fabricada** (monto máximo de préstamo menos costos de terreno y su prep.) \$ \_\_\_\_\_

Cantidad a Financiar (cantidad máxima del préstamo)	\$ _____
Enganche	\$ _____
Tasa de interés	_____ %
Plazo del préstamo (años)	_____
Pago mensual a principal e intereses	\$ _____
Pago mensual de impuestos y seguro	\$ _____
Seguro de hipoteca mensual (si es que aplica)	\$ _____
<b>Total del Pago Mensual</b>	<b>\$ _____</b>

### Casa Instalada en Comunidad de Renta

Cantidad Máxima de Préstamo \$ \_\_\_\_\_  
(basada en su presupuesto de pre-calificación)

Concepto:	Costo:
<b>Costos del Terreno</b>	
Terreno	\$ _____
<b>Total de Costos del Terreno</b>	<b>\$ _____</b>

#### Costos de Inst. y Prep. del Terreno

Conectar drenaje y agua	\$ _____
Conexión de gas	\$ _____
Conexiones eléctricas	\$ _____
Conexión del Teléfono	\$ _____
Cubrimiento de base (faldón)	\$ _____
Permisos	\$ _____
Traslado	\$ _____
Varios	\$ _____
<b>Costo Total Inst. + Prep. Terreno</b>	<b>\$ _____</b>

**Costo Total del costo del terreno más el costo de la Inst./Prep. del Terreno** \$ \_\_\_\_\_

#### Cantidad Disponible para Casa

**Prefabricada** (monto máximo del préstamo menos costos de terreno y su prep.) \$ \_\_\_\_\_

Cantidad a Financiar (cantidad máxima del préstamo)	\$ _____
Enganche	\$ _____
Tasa de interés	_____ %
Plazo del préstamo (años)	_____
Pago Mensual a principal e intereses	\$ _____
Pago mensual de impuestos y seguro	\$ _____
Seguro de hipoteca mensual (si es que aplica)	\$ _____
Renta mensual	\$ _____
Otros pagos mensuales	\$ _____
<b>Total del Pago Mensual</b>	<b>\$ _____</b>



¿Dónde se ubica la casa?: \_\_\_\_\_

¿Cuánto piden por la casa? \$ \_\_\_\_\_ Hipoteca \$ \_\_\_\_\_

Colonia o Fraccionamiento: \_\_\_\_\_

¿En qué condiciones está la casa?:

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

La vende directamente el dueño o mediante un agente de bienes raíces?  
(Nombre y teléfono):

\_\_\_\_\_

Valor de otras casas similares en el área:

\_\_\_\_\_

No. Habitaciones \_\_\_\_\_ No. de baños \_\_\_\_\_

Sala \_\_\_\_\_ Área de comedor \_\_\_\_\_

Cocina \_\_\_\_\_ Chimenea \_\_\_\_\_

Cochera \_\_\_\_\_

Cuarto de almacenamiento \_\_\_\_\_

Jardín arreglado \_\_\_\_\_

Tipo de aire acondicionado, calefacción: \_\_\_\_\_

Entrada para lavadora/secadora: \_\_\_\_\_

Otros: Pies Cuadrados \_\_\_\_\_ Tamaño del terreno \_\_\_\_\_

Impuestos \_\_\_\_\_ Distrito Escolar \_\_\_\_\_

Costo de los servicios \_\_\_\_\_ Años del techo \_\_\_\_\_

Mantenimiento \_\_\_\_\_

Cuota de la asociación de inquilinos \_\_\_\_\_

Restricciones:

\_\_\_\_\_

Comentarios:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



## ¡La Importancia De Una Detallada Inspección De La Casa!

### ¡OJO! El avalúo de la casa y la inspección son dos cosas distintas:

El avalúo es solicitado e iniciado por el prestamista para proteger sus intereses económicos en una vivienda. La inspección de vivienda es iniciada y pagada por los compradores para proteger sus intereses y asegurar la buena calidad de la casa que están comprando.

- Para establecer el valor de la casa basado en el precio de casas similares disponibles en el mercado y asegurarse de no estar prestando una cantidad mayor que el valor real de la casa.
- Para asegurarse de que puede vender la casa sin dificultades en el caso de que el comprador fallara en sus pagos y el prestamista tuviera que embargar la casa y revenderla para recuperar su inversión.

### ¿Porqué el comprador necesita una inspección detallada de la vivienda?

La inspección le da al comprador una información más detallada que el avalúo. Usted necesita esta información para tomar una decisión informada. En la inspección de vivienda, un inspector calificado realiza una revisión profunda y objetiva de la casa para:

- Evaluar su estado físico, estructura, construcción e instalaciones
- Identificar partes que necesitan ser reparadas o cambiadas
- Calcular la vida útil que le quedan a los sistemas principales, aparatos, estructura y acabados.

### ¿Qué está en juego en una Inspección de Vivienda?

Una inspección profesional le da al comprador una evaluación física imparcial de la condición general de la casa e identifica posibles problemas o partes que necesiten ser reparadas o cambiadas. El Inspector debe entregar al comprador un reporte escrito detallado de la condición de los componentes estructurales, exterior, techo, plomería, instalación eléctrica, calefacción, aislamiento térmico, ventilación, aire acondicionado y acabados interiores.

### Sea un Comprador Informado:

Es su responsabilidad informarse bien. Asegúrese de que su compra sea satisfactoria en todos los aspectos. Usted tiene el derecho de examinar cuidadosamente su posible nuevo hogar con un inspector profesional calificado. Usted puede acordar realizar la inspección de la casa después de haber firmado el contrato de compra-venta, siempre y cuando en dicho contrato se diga que la operación está sujeta al resultado de dicha inspección.



#### SUGERENCIA ÚTIL

Las inspecciones son indispensables ¡Sin importar que la casa sea nueva o no! Si está comprando una casa nueva, verifique con su agente de bienes raíces sobre el periodo en el cual debe realizarse la inspección.

## 10 Preguntas que Usted Debe de hacer al Momento de las Inspección de su Casa Nueva

Antes de tomar una decisión de comprar o vender, usted debe tener la casa inspeccionada por un profesional. Un inspector podrá alertarlo de problemas potenciales en la propiedad, y esto le permitirá tomar mejores decisiones. Haga las siguientes preguntas a los inspectores de su propiedad:

### 1. ¿La inspección cubrirá los requisitos necesarios?

Pregunte si la inspección y el reporte de inspección cumplirán con los estándares requeridos por el estado, y cumplirán con los reconocidos estándares del código de ética de la sociedad Americana de Inspectores de Casas.

### 2. ¿Forma usted parte de una asociación profesional de inspectores de casas?

En el mercado hay muchas asociaciones de inspectores. Desafortunadamente, algunos de estos grupos no cuentan con suficientes reconocimientos que garanticen un buen trabajo. Insista en contratar un inspector con experiencia y buenos reconocimientos en su área de trabajo.

### 3. ¿Cuál es su experiencia en esta profesión?

¿Cuántos años ha ejercido usted esta profesión? ¿Cuántas inspecciones ha hecho usted? Los inspectores deberán proveer suficientes recomendaciones en caso de que usted las pida. Personas nuevas en esta profesión deberán explicar detalladamente su entrenamiento y como trabajarán en su casa.

### 4. ¿Cómo se mantiene al día en sus conocimientos en esta área?

Un compromiso de seguirse preparando y aprendiendo nuevas técnicas debe ser lo que usted escuche de su inspector. Es sumamente importante estar preparado en caso de que su casa requiera especial atención debido a elementos únicos encontrados en ella.

### 5. ¿Es su enfoque, la inspección residencial?

Asegure que su inspector tenga entrenamiento y experiencia en la disciplina de la inspección residencial, la cual es muy diferente de la inspección comercial o de construcción. Por ejemplo si usted esta comprando una casa considerada histórica, usted quiere asegurarse que su inspector tenga experiencia para inspeccionar este tipo de residencias en particular.

### 6. En caso necesario, ¿Puede usted hacer reparaciones?

Algunas leyes estatales y de asociaciones de inspección permiten que los inspectores reparen algunos problemas encontrados durante la inspección. Sin embargo, algunas asociaciones o leyes estatales prohíben reparaciones de parte del inspector debido a conflictos de interés. Contacte su asociación más cercana para asegurarse de las reglas en su estado.

### 7. ¿Cuánto tardara la inspección residencial?

En promedio una inspección es llevada a cabo de entre dos o tres horas. Asegúrese si debido al tamaño de su propiedad usted necesitara más de un inspector para completar el trabajo.

### 8. ¿Cuál será el costo?

Los costos pueden variar dramáticamente, dependiendo en su región, el tamaño y antigüedad de la propiedad. El promedio del costo nacional de la inspección de una casa normal es de aproximadamente \$320, pero clientes con grandes propiedades pueden esperar pagar mucho más.

### 9. ¿Qué tipo de inspección usted ofrece?

Pregunta por muestras de otros trabajos realizados, la mayoría de inspectores le proveerá un reporte completo de los servicios que le serán ofrecidos, con un día de anticipación a la inspección.

### 10. Pregunte si usted podrá estar presente durante la inspección.

La respuesta debe ser que sí. La inspección de una casa es una valiosa oportunidad para el comprador aprender sobre importantes detalles encontrados en su casa. Si un inspector le niega la posibilidad de presenciar la inspección eso le deberá ser una causa para usted buscar los servicios de otra persona.

¿Regresaría como parte del costo inicial para evaluar de nuevo algo arreglado?



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PART I-BROKER DUTIES**



As required by New Mexico law, before the time a broker generates or presents any written document that has the potential to become an express written agreement, the broker shall disclose in writing to their prospective customer or client, and obtain a written acknowledgement from their prospective customer or client, showing the delivery of the disclosure of the following broker duties:

- A. Honesty and reasonable care as set forth in the provisions of this section;
- B. Compliance with local, state, and federal fair housing and anti-discrimination laws, the New Mexico Real Estate License Law and the Real Estate Commission rules and other applicable local, state, and federal laws and regulations;
- C. Performance of any and all written agreements made with the customer or client;
- D. Assistance to the broker's customer or client in completing the transaction, unless otherwise agreed to in writing by the customer or client, including 1) presentation of all offers or counteroffers in a timely manner, and 2) assistance in complying with the terms and conditions of the contract and with the closing of the transaction;  
  
If the broker in a transaction is not providing the service, advice or assistance described in paragraphs D(1) and D(2) above, the customer or client must agree in writing that the broker is not expected to provide such service, advice or assistance, and the broker shall disclose the existence of such agreement in writing to the other brokers involved in the transaction;
- E. Acknowledgment by the broker that there may be matters related to the transaction that are outside the associate broker's or qualifying broker's knowledge or expertise and that the associate broker or qualifying broker will suggest that the customer or client seek expert advice on these matters;
- F. Prompt accounting for all money or property received by the broker;
- G. Written disclosure to their client or customer and to other brokers involved in the transaction of any potential conflict of interest that the broker has in the transaction including but not limited to:
  - 1. Any *written* brokerage relationship the broker has with any other parties to the transaction or;
  - 2. Any material interest or relationship of a business, personal, or family nature that the broker has in the transaction;
  - 3. Other brokerage relationship options available in New Mexico;
- H. Written disclosure of any adverse material facts actually known by the associate broker or qualifying broker about the property or the transaction, or about the financial ability of the parties to the transaction to complete the transaction; adverse material facts requiring disclosure do not include any information covered by federal fair housing laws or the New Mexico Human Rights Act;
- I. Maintenance of any confidential information learned in the course of any prior agency relationship unless the disclosure is with the former client's consent or is required by law;
- J. Unless otherwise authorized in writing, an associate broker or qualifying broker shall not disclose to their customer or client during the transaction that their seller client or customer has previously indicated they will accept a sales price less than the asking or listed price of a property; that their buyer client or customer has previously indicated they will pay a price greater than the price submitted in a written offer; the motivation of their client or customer for selling or buying property; that their seller client or customer or their buyer client or customer will agree to financing terms other than those offered; or any other information requested in writing by the associate broker's or qualifying broker's customer or client to remain confidential, unless disclosure is required by law.

**BUYER AND SELLER SHOULD ACKNOWLEDGE RECEIPT OF THIS INFORMATION BY INITIALING BELOW.**



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BROKERAGE RELATIONSHIPS DISCLOSURE: The following brokerage relationships are available in New Mexico: Transaction Broker, Exclusive Agency, and Dual Agency. See RANM Form 1401, Page 2 for an explanation of these relationships. Disclosure of written brokerage relationships the broker has with other parties to the transaction:

- 1. ("Buyer's Broker") is working with the Buyer in this transaction as a: Transaction Broker without a written agreement. Transaction Broker with a written agreement (RANM Form 1206, Buyer Broker Agreement). Agent with a written agreement (RANM Form 1206, Buyer Broker Agreement with Agency Addendum).
2. IN-HOUSE TRANSACTION:
A. Buyer's Broker is licensed under the same Qualifying Broker in the same Brokerage as Seller's Broker. Seller's Broker has a written listing agreement with the Seller as o Transaction Broker o Agent.
B. Buyer's Broker is also Seller's Broker for the property in this Transaction. Seller's Broker has a written listing agreement with Seller as o Transaction Broker o Agent.
3. DUAL REPRESENTATION DISCLOSURE AND CONSENT: Brokerage is representing both Buyer and Seller by means of written agreements with each of them, without creating Dual Agency. If there are two written agreements, Buyer and Seller hereby consent to this dual representation.
4. DUAL AGENCY DISCLOSURE: Brokerage is representing both Buyer and Seller by means of written agency agreements with each of them and Designated Brokerage has not been chosen by the Qualifying Broker, thus creating Dual Agency. Prior to writing or presenting this offer, Broker must obtain written consent from the Buyer Client and Seller Client (RANM Form 1301, Agency Agreement - Dual).
5. If Buyer's Broker, the Broker's Qualifying Broker or the Brokerage has a material interest or relationship of a business, personal or family nature in the transaction, including compensation from more than one party, that interest or relationship must be disclosed.

6. Buyer Seller is a licensed Real Estate Broker.

By their signatures below, the parties acknowledge the receipt of BROKER DUTIES and the BROKERAGE RELATIONSHIP DISCLOSURE:

BUYER

SELLER

Buyer Signature Date Time Seller Signature Date Time

Buyer Signature Date Time Seller Signature Date Time

BUYER'S BROKER

Buyer Brokerage Firm is not a REALTOR®

Broker Signature Date Time

SELLER'S BROKER

Seller Brokerage Firm is not a REALTOR®

Broker Signature Date Time



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OFFER DATE:

1. PARTIES AND AGREEMENT.

agrees to buy from Seller and agrees to sell and convey to Buyer, in accordance with terms of this Purchase Agreement ("Agreement"), the Property described in Paragraph 4 with a Settlement/Signing Date on (as further described in Paragraph 8A below).

2. PURCHASE PRICE.

A. APPROXIMATE CASH DOWN PAYMENT

B. AMOUNT OF THE LOAN(S) (described in Paragraph 5 below)

3. EARNEST MONEY. Buyer shall deliver \$ Earnest Money in the form of Check Cash Note Wire Transfer of Funds Other, no later than days from Date of Acceptance of this Agreement to, in accordance with New Mexico law. Earnest Money shall be applied to Purchase Price, down payment, and/or closing costs upon Funding Date. If Earnest Money is deposited with a Brokerage Firm, the further disbursement of Earnest Money to the escrow or Title Company shall be handled by separate agreement. Buyer's failure to timely deliver Earnest Money shall be considered a default of this Agreement.

4. PROPERTY.

A. DESCRIPTION.

Address City State/Zip
Legal Description

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

Gross Receipts Tax (GRT) Location Code. (To be completed by Broker).

If the legal description of the Property is incomplete or inaccurate, this Agreement shall not be invalid; the legal description shall be completed or corrected to meet the requirements of the Title Company issuing the title policy.

B. TYPE: Site built Manufactured housing Modular Off-site built Other: (See RANM Form 2305 - Information Sheet-Manufactured Housing)

C. OTHER RIGHTS. Unless otherwise provided herein, Seller shall convey to Buyer all existing wind, solar, water and mineral rights ("Other Rights") appurtenant to the Property. Seller makes no warranties as to the existence of any of the foregoing Other Rights. NOTE TO SELLER: If Seller is retaining any or all of the foregoing Other Rights, Seller should NOT sign this offer; a counteroffer would be necessary. NOTE TO BUYER: Buyer should be aware that some or all of the foregoing Other Rights may have been previously severed from the Property and may be owned by third persons; those severed rights would not convey to Buyer by way of this Agreement. Buyer SHOULD seek legal and expert assistance to determine what rights, IF ANY, Buyer is acquiring with the Property, to understand how the non-conveyance of any rights or portions thereof may affect Buyer; and to ensure that all rights that will convey with the Property are properly transferred at closing.

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**D. FIXTURES, APPLIANCES AND PERSONAL PROPERTY.**

**i. FIXTURES.** The Property shall include all Fixtures, free of all liens, unless otherwise noted, including, but not limited to, the following Fixtures if such Fixture exists on the Property, unless otherwise excluded as stated in Paragraph 4E:

- |  |  |   |
|--|--|---|
| • Attached fireplace grate(s) & screen(s)            | • Dishwasher(s)  | • Security System(s) (if owned by Seller)   |
| • Attached floor covering(s)                         | • Fire Alarm(s) (if owned by Seller)                                   | • Smoke Alarm(s) (if owned by Seller)   |
| • Attached mirror(s)                                 | • Garbage disposal(s)  | • Solar Power System(s)/Panels (If leased by Seller, lien may exist)                        |
| • Attached outdoor lighting & fountain(s)            | • Garage door opener(s)  | • Sprinkler(s)/irrigation equipment   |
| • Attached pot rack(s)                               | • Heating system(s)  | • Storm window(s) & door(s)   |
| • Attached window covering(s) & rod(s)               | • Landscaping  | • TV antenna(s) & satellite dish(es)  |
| • Awning(s)  | • Light fixture(s)   | • Ventilating & air conditioning system(s)  |
| • Built in/attached speaker(s) & subwoofer(s)        | • Mailbox(es)  | • Water conditioning/filtration /water softener/purification system(s) (if owned by Seller) |
| • Built-in Murphy bed(s)                             | • Outdoor plant(s) & tree(s) (other than those in moveable containers) |   |
| • Ceiling fan(s)                                     | • Oven(s)  |   |
| • Central vacuum, to include all hoses & attachments | • Pellet, wood-burning or gas stove(s)                                 |   |
|  | • Range(s)   |   |
|  | • Window/door screen(s)  |   |

**ii. PERSONAL PROPERTY.** The following existing personal property, if checked, shall remain with the Property:

- |  |  |  |
|--|--|--|
| All window covering(s)                   | Freestanding Range(s)  | Storage Shed(s)                            |
| Audio component(s)                       | Microwave(s)   | TV(s)                                      |
| Decorative mirror(s) above bath vanities | Pool & spa equipment including any mechanical or other cleaning system(s)        | Unattached fireplace grate(s) & screen(s)  |
| Dryer(s)                                 | Refrigerator(s)  | Unattached outdoor fountain(s) & equipment |
| Washer(s)                                | Satellite receiver(s) with access cards (if owned by Seller and if transferable) | Unattached outdoor lighting                |
| Garage door remote(s)                    |  | Hot Tub(s)                                 |
| Freezer(s)                               |  |  |

Other:

Personal Property remaining with the Property as stated in Paragraph 4D, shall be the actual personal property that is present as of the date the Buyer submits this offer, shall not be considered part of the premises and shall be transferred with no monetary value, free and clear of all liens and encumbrances.

**E. EXCLUSIONS. The following items are excluded from the sale:**

**5. FINANCED OR CASH PURCHASE**

**A. LOANS.** This Agreement is contingent upon Buyer's ability to obtain a loan in the amount stated above in Paragraph 2(B) of the following type:

Conventional      FHA      VA      Other:

**i.** Buyer      has made written application for a loan, or      shall make written application for a loan no later than      days after the Date of Acceptance.

**ii.** Buyer shall provide Seller with a Pre-Qualification Letter from a lender no later than      days after the Date of Acceptance. Pre-Qualification Letter must stipulate that:



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- a) A written loan application has been made;
- b) A credit report has been obtained and reviewed by a lender;
- c) A preliminary loan commitment has been secured from the same lender;
- d) Financing equal to the loan amount provided in Paragraph 2(B) of this Agreement is available to complete the transaction by the Settlement/Signing Date subject to contingencies provided for in this Agreement and underwriting approval.

If Buyer does not obtain a Pre-Qualification Letter within the timeframe stipulated above, this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.

- iii. If Buyer changes lender after delivery of the Pre-Qualification Letter referenced in Paragraph 5(A)(ii), Buyer shall have the obligation to notify Seller in writing and provide a new Pre-Qualification Letter to Seller within two (2) days of changing lender. This new Pre-Qualification Letter must include the same stipulations as the original Pre-Qualification Letter as set forth in Paragraph 5(A)(ii). If Buyer does not obtain and deliver a new Pre-Qualification Letter within two (2) days of changing lender, the Seller has the option to terminate this Agreement. If Seller elects to terminate this Agreement, the Earnest Money shall be refunded to Buyer.
- iv. Buyer shall cooperate and act in good faith in obtaining final approval for the loan as outlined in the Pre-Qualification Letter referenced in Paragraph 5(A)(ii). If after issuing the Pre-Qualification letter, lender makes changes to the loan conditions and/or the loan program that adversely affect Buyer's ability to obtain the loan, increase Seller's costs or delay closing, Buyer shall have the obligation to notify Seller in writing within two (2) days of such occurrence and to include a copy of the lender requirement(s) with the notification. In that event, within three (3) days of receipt of Buyer's notification, Seller shall notify Buyer in writing: (a) of Seller's approval of such changes; or (b) of Seller's decision to terminate the Agreement. If Seller terminates the Agreement per this Subparagraph 5(A)(iv), Earnest Money shall be refunded to Buyer. If Seller fails to notify Buyer of Seller's position within three (3) days of receipt of Buyer's notification, Seller is deemed to have **rejected** such change in lender requirement(s). In this event, the Agreement shall terminate and the Earnest Money shall be refunded to Buyer.
- v. In the event the lender determines Buyer does not qualify for the loan, Buyer shall provide to Seller and Seller must receive a written rejection letter from the Buyer's lender prior to 11:59 p.m on the day before; or days before Settlement/Signing Date. In the event Seller does not receive such rejection letter within the timeframe set forth in this Subparagraph 5(A)(v), Buyer shall forfeit his Earnest Money to Seller.

Days are calculated as calendar days; however, for purposes of this subsection only (Paragraph 5(A)(v)), there shall be NO extension of time when the deadline for Seller to receive the lender's written rejection letter falls on a weekend day or a legal holiday. The definition of "days" for all other provisions of this Agreement is as set forth in Paragraph 27.

- B. **SELLER FINANCING.** The approximate balance of \$ \_\_\_\_\_ shall be financed by Seller and shall be secured by: \_\_\_\_\_ Real Estate Contract \_\_\_\_\_ Mortgage \_\_\_\_\_ Deed of Trust \_\_\_\_\_ Other: \_\_\_\_\_ . Terms and conditions of the applicable instrument shall be attached as an addendum. For a Real Estate Contract, attach RANM Form 2402 - Real Estate Contract Addendum to Purchase Agreement. For a Mortgage or Deed of Trust, Attach RANM Form 2507 - Addendum to Purchase Agreement - Seller Financing, Mortgage or Deed of Trust.
- C. **CASH PURCHASE:** Buyer shall purchase the subject Property for Cash. No later than \_\_\_\_\_ days after the Date of Acceptance, Buyer shall provide Seller with verification of funds and proof satisfactory to Seller that Buyer has in Buyer's possession or control, the funds necessary to complete the transaction. This Agreement shall terminate in the event Buyer fails to provide timely proof of funds and Earnest Money shall shall not be refunded to Buyer.

- 6. **BUYER'S SALE, CLOSING AND FUNDING CONTINGENCY:** This Agreement is contingent upon the Closing and Funding of Buyer's property located at \_\_\_\_\_ on or before \_\_\_\_\_, subject to any applicable Buyer's Contingency Addendum if attached as indicated below:



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- A. Buyer represents that Buyer's property is currently under contract for sale. Check if RANM Form 2503A - Buyer's Closing and Funding Addendum is attached; OR
- B. Buyer represents that Buyer's property is NOT yet under contract for sale. Check if RANM Form 2503, Buyer's Sale Contingency Addendum is attached.

**7. APPRAISAL.**

**A. IF CASH OR SELLER FINANCED TRANSACTION.**

- i. Buyer does not require an appraisal. **INITIALS: Buyer** .
- ii. If Buyer is requiring an appraisal, Buyer shall select the appraiser unless otherwise agreed to in writing. Buyer Seller shall pay for the appraiser.

**B. APPRAISAL CONTINGENCY.** It is expressly agreed that notwithstanding any other provisions of this Agreement, the Buyer shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of Earnest Money deposits or otherwise if the Purchase Price is greater than the Appraisal. This Appraisal Contingency applies to the following:

- i. All conventional and other non-FHA/VA loans requiring an appraisal;
- ii. Cash and seller-financed purchases if the Buyer requires an appraisal as indicated in Paragraph 7(A); and,
- iii. FHA/VA loans unless the Buyer has been given in accordance with HUD/FHA requirements, a written statement by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement Lender setting forth the approved value of the Property of not less than the Purchase Price as set forth in Paragraph 2 of this Agreement. **NOTE:** The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development (HUD) will insure. HUD does not warrant the value or the condition of the Property. The Buyer should satisfy himself that the price and condition of the Property are acceptable.

**C. OPTIONS AVAILABLE IN THE EVENT PURCHASE PRICE IS GREATER THAN APPRAISAL.**

- i. Buyer shall have the privilege and option of proceeding with consummation of the Agreement without regard to the amount of the appraised valuation provided Buyer delivers written notice to Seller of such election within three (3) days of receipt of said appraised valuation ("3-day Period"). If Buyer fails to notify Seller of his intent to proceed within the 3-day Period, this Agreement shall automatically terminate. In this event, Earnest Money shall be refunded to Buyer; OR
- ii. The parties may negotiate a new Purchase Price. If the parties cannot agree to a new Purchase Price within five (5) days of Seller's receipt of Buyer's notification of the Appraisal, this Agreement shall automatically terminate. In this event, Earnest Money shall be refunded to Buyer; OR
- iii. Buyer may terminate this Agreement. In this event, Earnest Money shall be refunded to Buyer.

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

- A. SETTLEMENT/SIGNING DATE:** On \_\_\_\_\_ (as set forth in Paragraph 1).
  - i. Buyer and Seller shall sign and deliver to the responsible closing officer all documents required to complete the transaction and to perform all other closing obligations of this Agreement on or before the Settlement/Signing Date.
  - ii. Buyer and Seller shall provide for the delivery of all required funds, exclusive of lender funds, if any, using wired, certified or other "ready" funds acceptable to the closing officer, on or before the Settlement/Signing Date.
- B. FUNDING DATE (Completion of Closing):** on or before \_\_\_\_\_ . The Funding Date is the date that the closing officer has funds available to disburse to all parties after recording all documents required





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to complete the transaction ("Funding Date Requirements"). Seller shall provide all existing keys, security system/alarm codes, gate openers and garage door openers to Buyer on the Funding Date.

If the Buyer is obtaining a loan for the purchase of the Property, it is the Buyer's responsibility to ensure that Buyer's lender makes available to the closing officer, wired, certified or other "ready" funds with written instructions to disburse funds, on or before the Funding Date. The failure of Buyer's lender to make funds available on or before the Funding Date, shall be deemed a default of this Agreement by the Buyer.

**9. POSSESSION DATE.**

A. Seller shall deliver possession of the Property to Buyer on the Possession Date as set forth below:

Funding Date at 5:00 p.m. or At time Funding Date Requirements are satisfied

Other:

B. Unless otherwise agreed to in writing, upon Possession Date, or the date the Property is surrendered to Buyer per a Seller Occupancy Agreement, if applicable, Seller shall have all his personal belongings and all debris and garbage removed from the Property. In the event Seller fails to remove his personal property, Buyer shall not be responsible for storage of Seller's personal property, may dispose of Seller's personal property in any manner Buyer deems appropriate, in Buyer's sole discretion, and shall not be liable to Seller for the value of Seller's personal property. In the event Seller fails to remove all debris and garbage from the Property, Seller shall be liable to Buyer for all costs associated with removal of such debris and garbage.

C. If Possession Date is other than Funding Date, then Buyer and Seller shall execute a separate written agreement outlining the terms agreed to by the parties. (See RANM Form 2201- Occupancy Agreement - Buyer or RANM Form 2202 - Occupancy Agreement - Seller)

**10. COSTS TO BE PAID.** Buyer or Seller, as applicable, shall pay the following marked items:

LOAN RELATED COSTS AND FEES	Buyer	Seller	Not Required	TITLE COMPANY CLOSING COSTS	Buyer	Seller	Not Required
Appraisal Fee				Closing Fee			
Appraisal Re-inspection Fee				Pro-Rata Data Search			
Credit Report				Legal Document Preparation			
Loan Assumption /Transfer				Special Assessment Search			
Origination Charge: up to \$ %				Buyer Recording Fees			
Points - Buydown				Seller Recording Fees			
Points - Discount				Other:			
Tax Service Fee							
Flood Zone Certification				Other:			
Other:							
				<b>POLICY PREMIUMS</b>			
Other:				Title Commitment			
				Standard Owner's Policy			
<b>PREPAIDS REQUIRED BY LENDER</b>				Mortgagee's Policy			
Flood Insurance				Mortgagee's Policy Endorsements			
Hazard Insurance				Other:			
Interest							
PMI or MIP				Other:			
Taxes							
<b>MANUFACTURED HOME COSTS</b>				<b>MISCELLANEOUS</b>			
Foundation Inspection				Survey (Paragraph 18)			
Foundation Repairs				Impact Fees			
Re-Inspection Fees				Transfer Fees (e.g. HOA, etc)			
DMV Title Transfer				Certificate Fee (e.g. HOA)			
Deactivation Fees				Other:			
Other:				Other:			
Other:				Other:			

**Buyer shall pay all other allowed direct loan costs.**



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**11. IRS 1031 TAX-DEFERRED EXCHANGE.** Buyer Seller intends to use this Property to accomplish a 1031 Tax-Deferred Exchange. The parties shall cooperate with one another in signing and completing any documents required. The non-exchanging party shall bear no additional expense.

**12. PRORATIONS.** Seller shall be responsible for disclosing all applicable property specific fees, or lease agreements, private memberships and/or association fees or dues, taxes and contract service agreements, all of which are to be prorated through Settlement/Signing Date. Any equipment rental or contract service agreement (e.g. alarm system, satellite system, propane tank (to include any remaining propane gas therein), private refuse collection, road maintenance, etc) shall be handled directly between the Buyer and Seller; the title or escrow company shall not be responsible for proration thereof.

**13. ASSESSMENTS.** For all bonds, impact fees and assessments other than PID assessments (collectively "assessments"), Buyer shall have days after receipt of the title commitment to object in writing to the amounts of such assessments and to terminate this Agreement ("Objection Date"). In the event Buyer submits written objections by the Objection Date, the Earnest Money shall be refunded to the Buyer. If Buyer fails to notify Seller of Buyer's objections by the Objection Date, Buyer shall be deemed to have accepted the amounts of any assessment and shall have waived his right to terminate this Agreement based thereon. In the event Buyer does not object, Buyer shall assume all assessments that are part of or paid with the property tax bill. If other assessments are a lien upon the Property, the current installment shall be prorated through Settlement/Signing Date. Buyer shall assume future installments. Buyer shall pay all future assessments for improvements. **NOTE:** If Property is located in a Public Improvement District (PID), Seller must provide a Public Improvement District Disclosure to Buyer PRIOR to entering into this Agreement. See Paragraph 17(B).

**14. EXAMINATION OF TITLE; LIENS; DEED.**

- A. BUYER SELLER shall order a title commitment from (Title Company) within days after the Date of Acceptance. After receipt of the title commitment and all documents referred to therein, Buyer shall have days ("Review Period") to review and object to title exceptions. Exceptions to the title, including the Standard Exceptions, shall be deemed approved unless Buyer delivers written objections to the Seller within the Review Period. If Seller is unwilling or unable to remove such exception(s) before the Settlement/Signing Date, Seller shall provide written notice to Buyer within days after receipt of Buyer's objection and Buyer may choose to close subject to exceptions, remove the exceptions at Buyer's expense or terminate this Agreement. If Buyer terminates this Agreement, Earnest Money shall be refunded to Buyer.
- B. Seller shall satisfy any judgments and liens, including but not limited to, all mechanics' and materialmen's liens of record on or before Funding Date and shall indemnify and hold Buyer harmless from any liens filed of record after Settlement/Signing Date and which arise out of any claim related to the providing of materials or services to improve the Property as authorized by Seller or Seller's agents, unless otherwise agreed to in writing.
- C. Seller shall convey the Property by General Warranty Deed Special Warranty Deed Other Deed (describe) subject only to any matters identified in the title commitment and not objected to by Buyer as provided in Paragraph 14A. The legal description contained in the deed shall be the same legal description contained in the title commitment and any survey required under Paragraph 18.

**15. FIRPTA.** The Foreign Investment in Real Property Tax Act of 1980 (FIRPTA) requires buyers who purchase real property from foreign sellers to withhold a portion of the amount realized from the sale of the real property for remittance to the Internal Revenue Service (IRS). In the event the seller(s) is **NOT** a foreign person, FIRPTA requires the buyer to obtain proof of the seller's non-foreign status in order to avoid withholding requirements. Exceptions may apply. For more information, refer to RANM Form 2304 - Information Sheet - FIRPTA & Taxation of Foreign Persons Receiving Rental Income from U.S. Property.

FIRPTA Exception (most common): The sales price of the property is not more than \$300,000 **AND** buyer warrants that buyer shall be using the property as buyer's primary residence ("Exception").



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**NOTE: BOTH MUST APPLY TO QUALIFY AS AN EXCEPTION.**

**Exception      does      does not apply      Buyer(s) Initials.**

In the event the above Exception to FIRPTA does not apply, then prior to or at closing, Seller(s) shall provide to Buyer or to a Qualified Substitute (generally, the Title Company) either a Non-Foreign Seller Affidavit(s) **OR** a letter from the IRS indicating Seller(s) is exempt from withholding. In the event Seller(s) fails to do so, Buyer shall have the right to withhold ten percent (10%) of the amount realized from the sale of the Property for remittance to the IRS.

**16. INSURANCE CONTINGENCY/ APPLICATION.**

- A. APPLICATION.** Buyer shall make application for insurance within days after Date of Acceptance of this Agreement. If Buyer fails to make application to the insurance company within the agreed time, this insurance contingency shall be deemed waived.
- B. CONTINGENCY.** Provided the Contingency Deadline as set forth below in Paragraph 16(C) is met, this Agreement is conditioned on the following:
  - i) Buyer's ability to obtain a homeowner's or property insurance quote on the Property at normal and customary premium rates; AND,
  - ii) Seller's claim history having no impact on the Buyer's insurance in the future.

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

- C. CONTINGENCY DEADLINE.** The Insurance Contingency set forth in Paragraph 16(B) above shall be deemed satisfied, unless within days after Date of Acceptance of this Agreement, Buyer delivers written notice to Seller that one or more of the above insurance contingencies cannot be satisfied along with documentation from the insurance provider stating the same. ("Contingency Deadline"). In the event Buyer delivers such notice and documentation to Seller by the Contingency Deadline, the Purchase Agreement shall terminate and the Earnest Money shall be refunded to Buyer.

**17. DISCLOSURES AND DOCUMENTS.**

- A. LEAD BASED PAINT. Is any part of this Property a residence built before 1978?      Yes      No      If**  
the answer is "Yes", attach RANM Form 5112 Lead Based Paint Addendum to Purchase Agreement. Property is subject to the Lead Based Paint Renovation Repair and Painting Program. See RANM Form 2315 - Information Sheet Lead Based Paint (LBP) Renovation Repair & Painting Program.

- B. PUBLIC IMPROVEMENT DISTRICT ("PID"). Is this Property located in a PID?      Yes      No      If the answer is "Yes", SELLER MAY NOT ACCEPT AN OFFER FROM BUYER UNTIL SPECIFIC DISCLOSURES REGARDING THE PID HAVE BEEN MADE TO THE BUYER.**

**Buyer(s) Initials.** Buyer(s) hereby acknowledge receipt of the PID Disclosure on the Property. See RANM Form 4550 - Public Improvement District Disclosure Form and RANM Form 4500 - Information Sheet Public Improvement District.

- C. HOMEOWNERS' OR CONDOMINIUM (UNIT) OWNERS' ASSOCIATION.** Is the Property located in a Homeowners' Association (HOA) or Condominium (Unit) Owners' Association (COA)?      Yes      No      If the answer is "Yes", Seller shall provide Buyer with specific documents pertaining to the Property and HOA and/or COA, as applicable. For HOAs, see RANM Form 4600 - Information Sheet HOA, RANM Form 4650 - Seller's Disclosure of HOA Documents and RANM Form 4700 - HOA Request for Disclosure Certificate. For COAs, see RANM Form 2302A - Re-Sale Certificate for COAs.

- D. PROPERTY TAX DISCLOSURE.** See RANM Form 3275 - Information Sheet Estimated Property Tax Levy Disclosure.

**Buyer(s) Initials.** Buyer(s) hereby acknowledges receipt of the Estimated Property Tax Levy on the Property, attached as Exhibit and understands that said Estimated Property Tax Levy is based on the LISTING price of the Property; OR

**Buyer(s) Initials.** Buyer(s) hereby acknowledges that the Estimated Property Tax Levy on the Property is not readily available and does hereby waive the right to receive the Estimated Property Tax Levy.



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**E. SEPTIC SYSTEM.** Does the Property include an on-site liquid waste system? Yes No If the answer is "Yes", the transfer of the Property is subject to regulations of the New Mexico Environment Department governing on-site liquid waste systems which includes the requirement that Seller have an inspection conducted by a licensed septic system inspector prior to transfer. Attach RANM Form 5120A - Septic System Contingency Addendum. See RANM Form 2308 - Information Sheet Septic Systems.

**F. WELLS.** Does the Property include a well? Yes No If the answer is "Yes", is the well Private Domestic Well Shared Domestic Well Other  
Transfer of Property with a well is subject to the regulations of the New Mexico Office of the State Engineer, which includes the requirement that the State Engineer's Office be notified when a well changes ownership. See RANM Form 2307 - Information Sheet Water Rights & Wells.

**G. MANUFACTURED HOUSING.** Does the Property include a manufactured house? Yes No If the answer is "Yes", attach RANM Form 2700 - Seller's Disclosure of Manufactured Housing.

**H. DOCUMENTS.** As used in this Subparagraph 17(H), the Delivery Deadline is the date by which Seller shall provide and Buyer must receive any documents, reports or surveys specified.

DOCUMENTS	DELIVERY DEADLINE	OBJECTION DEADLINE	RESOLUTION DEADLINE
Property Disclosure Statement			
Road Documents			
Water Rights Documents			
Well Documents: See RANM Form 2307 Information Sheet - Water Rights & Wells. (Including but not limited to: well permit, well log, shared well agreement and Change of Ownership Information notification.)			
Lease Agreements			
Permits			
Homeowner's Association (HOA) Documents			
Homeowner's Association (HOA) Disclosure Certificate OR Condominium Re-Sale Certificate. Must be delivered to Buyer no less than seven (7) days before the Settlement/Signing Date.		Date Buyer has no less than seven (7) days from receipt of the HOA Disclosure Certificate to object	
CCR's - Restrictive covenants			
Solar Power System/Panels Documents			
Other:			
<b>MANUFACTURED HOUSING</b>			
Manufactured Housing Documents - See RANM Form 2700 Seller's Disclosure of Manufactured Housing			
Structural Engineer Inspection			
FHA Inspection			
Foundation Installation			
Manufactured Housing Division Permanent Foundation Permit			

**18. SURVEYS OR IMPROVEMENT LOCATION REPORT (ILR).** Buyer has the right to have performed the survey or ILR selected below or the right to accept an existing one. Unless otherwise agreed in writing, the party paying for the survey or ILR as indicated in Paragraph 10 shall select the surveyor and order the survey or ILR. **The party who agrees to pay for the survey or ILR is responsible for doing so, even if the transaction does not close.**

- Improvement Location Report     Staked Boundary Survey     American Land Title Association Survey (ALTA)
- Flood Plain Designation     Other:

**A. DELIVERY DEADLINE:** Survey or ILR shall be delivered to Buyer(s) no later than: \_\_\_\_\_, or \_\_\_\_\_ days from Date of Acceptance.

**B. OBJECTION DEADLINE:** Objections to be delivered to Seller(s) no later than: \_\_\_\_\_, or \_\_\_\_\_ days from Date of Acceptance.





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- C. RESOLUTION DEADLINE:** All objections to be resolved no later than: \_\_\_\_\_, or \_\_\_\_\_ days from Date of Acceptance.
- D. OBJECTION/RESOLUTION:** Paragraph 20 (H) and (I) shall further govern Buyer's right to object to the Survey or ILR performed and resolution of Buyer's objections.

**19. BUYER'S REPRESENTATIONS.** Buyer warrants that prior to entering into this Agreement, he has thoroughly investigated the neighborhood and the areas surrounding the property, to include, but not be limited to investigation of the following: the existence of registered sex offenders or other persons convicted of crimes that may reside in the area; and the presence of any structures located, businesses operating or activities conducted in the area that, in Buyer's opinion, affects the value and/or desirability of the property. By entering into this Agreement, Buyer represents he is satisfied with the neighborhood and surrounding areas.

**20. INSPECTIONS. THE PARTIES ARE ENCOURAGED TO EMPLOY COMPETENT AND, WHERE APPROPRIATE, LICENSED PROFESSIONALS TO PERFORM ALL AGREED UPON INSPECTIONS OF THE PROPERTY.**

**A. BUYER DUTIES AND RIGHTS.**

- i. BUYER'S DILIGENCE, ATTENTION AND OBSERVATION.** The Buyer has the following affirmative duties:
- a) To conduct all due diligence necessary to confirm all material facts relevant to Buyer's purchase of the Property;
  - b) To assure himself that the Property Buyer is purchasing is exactly what Buyer is intending to purchase;
  - c) To make himself aware of the physical condition of the Property through his own diligent attention and observation;
  - d) To investigate the legal, practical and technical implications of all disclosed, known or discovered facts regarding the Property and;
  - e) To thoroughly review all written reports provided by professionals and discuss the results of such reports and inspections with the professionals who created the report and/or conducted the inspection.
- ii. RIGHT TO CONDUCT INSPECTIONS.** The Buyer is advised to exercise all his rights under and in accordance with this Agreement to investigate the Property. Unless otherwise waived, Buyer(s) may complete any and all inspections of the Property that he deems necessary. These inspections may include, but are not limited to the following: home, electrical, heating/air conditioning, plumbing, roof, structural, lead-based paint (including risk assessment, paint inspection or both), well equipment (pumps, pressure tanks, lines), well potability tests, well water yield tests, pool/spa/hot tub equipment, wood destroying insects, dry rot, radon, mold, square foot measurement, sewer line inspections, septic inspections, ductwork, phase one environmental and soil tests. The Buyer's rights to object to inspections and terminate the Agreement based on inspections are set forth in Paragraph 20(H). Buyer is advised to thoroughly review those rights.
- iii. SQUARE FOOTAGE. BUYER IS AWARE THAT ANY REFERENCE TO THE SQUARE FOOTAGE OF THE PREMISES, BOTH THE REAL PROPERTY (LAND) AND IMPROVEMENTS THEREON, IS APPROXIMATE. IF SQUARE FOOTAGE IS A MATERIAL MATTER TO THE BUYER, THE BUYER SHALL INVESTIGATE THE SQUARE FOOTAGE DURING THE INSPECTION PERIOD.**

**Buyer Initials.**

**B. SELLER'S DUTY TO DISCLOSE.** Seller is required to disclose to Buyer any adverse material defects known to him about the Property. However, Seller does not have an obligation to inspect the Property for the Buyer's benefit or to repair, correct or otherwise cure known defects that are disclosed to Buyer or previously unknown defects that are discovered by Buyer or Buyer's inspectors. Seller shall make the Property available to Buyer for inspections.

**C. AVAILABILITY OF UTILITIES FOR INSPECTIONS.**

Buyer Seller shall be responsible for paying any charges required by the utility companies to have utilities turned on for inspection purposes. In no event shall Buyer be responsible for bringing the Property up to code or for paying unpaid utility bills.



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- D. INSPECTOR SELECTION.** NOTWITHSTANDING PARAGRAPH 18, UNLESS OTHERWISE AGREED TO IN WRITING, BUYER SHALL HAVE THE RIGHT TO SELECT ALL INSPECTORS AND ORDER ALL INSPECTIONS EVEN IF SELLER HAS AGREED TO PAY FOR THE INSPECTION(S).
- E. PAYMENT OF INSPECTIONS.** BUYER SHALL PAY FOR ALL INSPECTIONS EXCEPT THE FOLLOWING, WHICH SHALL BE PAID BY SELLER.

**NOTE: THE PARTY WHO AGREES TO PAY FOR THE INSPECTION IS RESPONSIBLE FOR DOING SO, EVEN IF THE TRANSACTION DOES NOT CLOSE.**

**F. INSPECTION DEADLINES.** Unless otherwise provided for in this Agreement, the following applies:

- i. Delivery Deadline:** Inspections to be completed and reports delivered to Buyer(s) no later than: \_\_\_\_\_, or \_\_\_\_\_ days from Date of Acceptance.
- ii. Objection Deadline:** Objections to be delivered to Seller(s) no later than: \_\_\_\_\_, or \_\_\_\_\_ days from Date of Acceptance.
- iii. Resolution Deadline:** Written agreement for resolution of all objections to be agreed upon no later than: \_\_\_\_\_, or \_\_\_\_\_ days from Date of Acceptance.

**G. WAIVER OF INSPECTIONS.** Buyer to initial if applicable.

**Buyer waives ALL inspections unless required by law or Buyer's lender.**  
**Buyer waives ALL inspections.**  
**Buyer waives the following inspections:**

**H. BUYER'S OBJECTIONS.**

- i.** If Buyer has reasonable objections to any report or unsatisfactory condition disclosed by any document (Paragraphs 17), survey or ILR (Paragraph 18) and/or inspection (Paragraph 20), **then no later than the applicable Objection Deadline.** Buyer may request that Seller cure Buyer's objections (RANM Form 5109 - Objection, Resolution, and Waiver Amendment to Purchase Agreement) or Buyer may terminate this Agreement (RANM Form 5105 - Termination Agreement). Buyer's objections or termination must be in writing and include a copy of the document, survey and/or inspection report on which Buyer's objection or termination is based. If Buyer timely elects to terminate, Earnest Money shall be refunded to Buyer. Buyer's failure to deliver to Seller his objection or termination by the Objection Deadline shall be deemed a waiver of both Buyer's right to object and the applicable inspection contingency.
- ii.** If Seller is responsible for ordering a report or document, and Buyer does not receive that report or document by the Delivery Deadline, Buyer and Seller may agree to extend the Objection and Resolution Deadlines or Buyer may terminate the Agreement. If Buyer elects to terminate, Earnest Money shall be refunded to Buyer.
- iii.** If Buyer is responsible for ordering a report or document, and fails to do so in a timely manner, so that Buyer does not have the report or document by the Objection Deadline, Buyer may not use the failure to receive the report or document as the rationale for terminating the Agreement.

**I. RESOLUTION.** If Buyer requests a cure of his objections, Seller may agree to Buyer's requested cure, provide an alternative cure, or refuse to correct/address Buyer's objections (Collectively Seller's Response). Buyer may not withdraw his objections and terminate the Agreement prior to Seller's Response; however, Buyer and Seller are unable to reach a Resolution to Buyer's objections by the Resolution Deadline, then **THIS AGREEMENT SHALL TERMINATE** and Earnest Money shall be refunded to Buyer.

**J. OBJECTIONS COMPLETION.** In the event Seller agrees to complete or pay for any repairs prior to closing, Seller shall complete the repairs no later than \_\_\_\_\_ days prior to Settlement/Signing Date.

**K. REASONABLE ACCESS; DAMAGES.** Seller shall provide reasonable access to Buyer and any inspectors. The party selecting the inspector shall be liable for any damages that occur to the Property as a result of such inspection.

**21. HOME WARRANTY CONTRACT.** Buyer is advised to investigate the various home warranty plans available for purchase. The parties acknowledge that different home warranty plans have different coverage options, exclusions, limitations and service fees and most plans exclude pre-existing conditions. Neither the Seller, nor the Broker, is





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- 27. DEFINITIONS.** The following terms as used herein shall have the following meanings:
- A. APPRAISAL** means a current estimated market value of the Property as established by a licensed real estate appraiser. In the event the Buyer is obtaining a loan, the term refers to an appraisal conducted by a real estate appraiser approved by the lender.
  - B. BROKER** includes the Buyer's and Seller's brokers.
  - C.** If a specific **DATE** is stated as a deadline in this Agreement, then that date **IS** the **FINAL** day for performance; and if that date falls on a Saturday, Sunday or a legal Holiday, the date **does not** extend to the next business day.
  - D. DATE OF ACCEPTANCE** is the date this Agreement is fully executed and delivered.
  - E. DAY(S)** shall be determined on a "calendar day" basis and if the **FINAL** day for performance falls on a Saturday, Sunday or legal Holiday, the time therefore shall be extended to the next business day. Legal Holidays are described as New Year's Day, Martin Luther King Jr.'s Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas.
  - F. DELIVERED** means personally delivered or by any method where there is evidence of receipt. In the event the parties have agreed to electronic transmission of documents, a facsimile or e-mail transmission of a copy of this or any related document shall constitute delivery of that document. When an item is delivered to the real estate Broker who is working with or who represents the Buyer or Seller, it is considered delivered to the Buyer or Seller respectively, except if the same Broker works for or represents both Buyer and Seller, in which case, the item must be delivered to the Buyer or Seller, as applicable.
  - G. DEADLINES.** Any "deadline(s)" can be expressed either as a calendar date (See Paragraph 27(C)) or as a number of days (See Paragraph 27(E)).
  - H. ELECTRONIC** means relating to technology having electrical, digital, magnetic, wireless, telephonic, optical, electromagnetic or similar capabilities and includes, but is not limited to, facsimile and e-mail.
  - I. ELECTRONIC RECORD** means a record created, generated, sent, communicated, received or stored by electronic means.
  - J. ELECTRONIC SIGNATURE** means an electronic sound, symbol or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.
  - K. FIXTURE** means an article which was once personal property, but which has now become a part of the Property because the article has been fastened or affixed to the Property.
  - L. MASCULINE** includes the feminine.
  - M. PERSONAL PROPERTY** means a moveable article that is NOT affixed or attached to the Property.
  - N. RESOLUTION** means the Buyer and Seller have a written agreement regarding how all Buyers' objections shall be resolved.
  - O. SINGULAR** includes the plural.
  - P. STANDARD EXCEPTIONS** means those common risks as set forth in the title commitment for which the title insurance policy does NOT provide coverage. These printed exceptions are matters outside the Title Company's search of the public records, and therefore special requirements must be met in order to delete them and provide the insured with the additional/extended coverage.
- 28. RISK OF LOSS.** Prior to Funding Date, Seller shall bear the risk of fire or other casualty, and in the event of loss, Buyer shall have the option (to be exercised by written notice to Seller within **5 days** after receipt of notice of loss) of terminating this Agreement and receiving a refund of the Earnest Money or closing and receiving assignment of Seller's portion of the insurance proceeds, if any, at Funding Date. If Buyer fails to timely notify Seller of Buyer's election, Buyer shall be deemed to have elected to proceed to Closing.
- 29. FLOOD HAZARD ZONE.** If the Property is located in an area, which is designated as a special flood hazard area, Buyer may be required to purchase flood insurance in order to obtain a loan secured by the Property from any federally regulated financial institution or a loan insured or guaranteed by an agency of the U.S. Government.
- 30. MEDIATION.** If a dispute arises between the parties relating to this Agreement, the parties shall submit the dispute to mediation, jointly appoint a mediator and share equally the costs of the mediation. If a mediator cannot be agreed





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upon or mediation is unsuccessful, the parties may enforce their rights and obligations under this Agreement in any manner provided by New Mexico law. For more information, see RANM Form 5118 - Information Sheet - Mediation Information for Clients and Customers.

- 31. EARNEST MONEY DISPUTE.** Generally, title or escrow companies will not release Earnest Money without first receiving an Earnest Money Distribution Agreement signed by all parties to this Agreement (RANM Form 5105B). If the parties cannot come to an agreement on the how Earnest Money shall be distributed, Paragraph 30 shall apply. If the parties cannot reach a resolution through mediation and proceed to litigation, at the conclusion of the litigation the court shall issue a judgment setting forth how Earnest Money shall be apportioned. Either party may present this judgment to the title or escrow company for distribution of the Earnest Money in accordance with the judgment. Parties to all Earnest Money disputes are urged to review RANM Form 2310 - Earnest Money Dispute Information Sheet, and to consult an attorney to fully understand all their rights and remedies.
- 32. DEFAULT.** Any default under this Agreement shall be treated as a material default, regardless of whether the party's action or inaction is specifically classified as a default herein. Additionally, time is of the essence and failure of a party to timely make payment, perform or satisfy any other condition of this Agreement in accordance with this Agreement shall be considered a material default. Generally, a material default relieves the non-defaulting party from further performance under this Agreement; however, the non-defaulting party may elect *not* to terminate this Agreement. If the non-defaulting party elects to terminate this Agreement, he may also elect to retain the Earnest Money and pursue any additional remedies allowable by law, including specific performance. In the event, however, the non-defaulting party elects to treat this Agreement as being in full force and effect, the non-defaulting party remains responsible for all obligations and retains all rights and remedies available under this Agreement.
- 33. ATTORNEY FEES AND COSTS.** Should any aspect of this Agreement result in arbitration or litigation, the prevailing party of such action, including all Brokers involved in the transaction, shall be entitled to an award of reasonable attorneys' fees and court costs.
- 34. FAIR HOUSING.** Buyer and Seller understand that the Fair Housing Act and the New Mexico Human Rights Act prohibit discrimination in the sale or financing of housing on the basis of race, age (this covers protection for people with children under age 18 and pregnant women), color, religion, sex, sexual orientation, gender identity, familial status, spousal affiliation, physical or mental handicap, national origin or ancestry.
- 35. COUNTERPARTS.** This agreement may be executed in one or more counterparts, each of which is deemed to be an original, and all of which shall together constitute one and the same instrument.
- 36. GOVERNING LAW AND VENUE.** This Agreement is to be construed in accordance with and governed by the internal laws of the State of New Mexico without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of New Mexico to the rights and duties of the parties. Each party hereby irrevocably consents to the jurisdiction and venue of the state and federal courts located in the county in which the Property or any portion of the Property is located in connection with any claim, action, suit, or proceeding relating to this Agreement and agrees that all suits or proceedings relating to this Agreement shall be brought only in such courts.
- 37. SEVERABILITY.** If any portion of this Agreement is found by any court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.
- 38. MULTIPLE BUYERS.** Each Buyer to this Agreement is jointly and severally liable for all obligations under this Agreement. In the event any buyer should be unable to perform under this Agreement (due to death or incapacity) the remaining Buyer(s) shall continue to be obligated under this Agreement.
- 39. AUTHORITY OF SIGNORS.** If Buyer or Seller is a corporation, partnership, estate, trust, limited liability company or other entity, the person signing this Agreement on its behalf warrants his authority to do so and to bind the Buyer or Seller for which he is signing.



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**40. BUYER AND SELLER AUTHORIZATIONS.** Unless otherwise instructed in writing, with respect to the real estate transaction that is the subject of this Agreement, Seller and Buyer hereby authorize the following: the Title Company, Lender, Escrow Agent and their representatives to provide a copy of any and all loan estimates, closing disclosures, other settlement statements and title documents to the Seller's and Buyer's respective Brokers; the Title Company to deliver any Title Company generated settlement statement(s), in its entirety (Seller and Buyer's information) to both the Seller and Buyer and their respective Brokers; and his respective Broker to be present for the Closing

**41. SURVIVAL OF OBLIGATION.** The following paragraphs will survive Closing of the Property: 4(D) and (E), 9-13, 19-22, 27, 30-31, 33, 36-37 and 41.

**42. ENTIRE AGREEMENT AND AMENDMENTS IN WRITING.** The parties understand that this offer, if accepted in writing by Seller and delivered to Buyer, constitutes a legally binding contract. This Agreement, together with the following addenda and any exhibits referred to in this Agreement, contains the entire Agreement of the parties and supersedes all prior agreements or representations with respect to the Property, which are not expressly set forth herein. **THIS AGREEMENT MAY BE MODIFIED ONLY BY WRITTEN AGREEMENT OF THE PARTIES.**

- |  |   |
|--|---|
| Addendum No. (RANM Form 5101)  | Occupancy Agreement - Buyer/Seller (RANM Form 2201/2201)                |
| Buyer's Sale Contingency Addendum (RANM Form 2503)                       | Real Estate Contract Addendum (RANM Form 2402)                          |
| Buyer's Closing & Funding Sale Contingency (RANM Form 2503A)             | Residential Resale Condominium Addendum (RANM Form 2302)                |
| Estimated Property Tax Levy Exhibit                                      | Septic System Contingency Addendum (RANM Form 5120A)                    |
| Lead-Based Paint Addendum (RANM Form 5112)                               | Seller's Financing, Mortgage or Deed of Trust Addendum (RANM Form 2507) |
| Public Improvement District Disclosure (RANM Form 4650) (RANM Form 4550) | Other   |
| Other  | Other   |

**43. EXPIRATION OF OFFER.** This offer shall expire unless acceptance is delivered in writing to Buyer or Buyer's Broker on or before \_\_\_\_\_, at \_\_\_\_\_ a.m. \_\_\_\_\_ p.m. Mountain Time. **NOTE: UNTIL SELLER ACCEPTS THIS OFFER AND DELIVERS THE AGREEMENT, BUYER MAY WITHDRAW THIS OFFER AT ANY TIME.**

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

**OFFER BY BUYER**

**Buyer acknowledges that Buyer has read the entire Purchase Agreement and understands the provisions thereof.**

Buyer Signature	Offer Date	Time	
Buyer Signature	Offer Date	Time	
Buyer Name (Print)	Email Address		
Buyer Name (Print)	Email Address		
Buyer Address	City	State	Zip Code
Buyer Home Phone	Buyer Cell Phone	Buyer Business Phone	Buyer Fax



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**Seller acknowledges that Seller has read the entire Purchase Agreement and understands the provisions thereof.  
Seller (select one):**

**SELLER ACCEPTS** this Offer and agrees to sell the Property for the price and on the terms and conditions specified in this Agreement.

**SELLER**

Seller Signature		Date		Time
Seller Signature		Date		Time
Seller Name (Print		Email Address		
Seller Name (Print		Address		
Seller Address		City	State	Zip Code
Seller Home Phone	Seller Cell Phone	Seller Business Phone	Seller Fax	

**REJECTS & SUBMITS** a Counteroffer (RANM Form 5102).

**REJECTS & SUBMITS** an Invitation to Offer (RANM Form 5103).

**IF SELLER IS REJECTING THIS OFFER AND SUBMITTING EITHER A COUNTER OFFER, OR AN INVITATION TO OFFER, SELLER SHOULD NOT SIGN THIS AGREEMENT, BUT SHOULD INITIAL ALL PAGES.**

**INITIALS: SELLER**

**REJECTS** this offer.

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

**INITIAL HERE: SELLER**



REALTORS® ASSOCIATION OF NEW MEXICO  
PURCHASE AGREEMENT - RESIDENTIAL RESALE - 2017



THE FOLLOWING IS PROVIDED FOR INFORMATION PURPOSES ONLY.  
BROKERS ARE NOT PARTIES TO THIS AGREEMENT.

**BUYER'S BROKER**

Buyer's Broker Name

Buyer's Broker's NMREC License No.

If different, Buyer's Broker's Qualifying Broker's Name

Buyer's Broker's Qualifying Broker's NMREC License No.

Buyer's Brokerage Firm

Office Phone

Fax

Buyer's Brokerage Address

City

State

Zip Code

Email Address

Broker  is  is not a REALTOR®

**SELLER'S BROKER**

Seller's Broker Name

Seller's Broker's NMREC License No.

If different, Seller's Broker's Qualifying Broker's Name

Seller's Broker's Qualifying Broker's NMREC License No.

Seller's Brokerage Firm

Office Phone

Fax

Seller's Brokerage Address

City

State

Zip Code

Broker  is  is not a REALTOR®