



“CATCH ME IF YOU CAN: Catching Contract Errors”

**3 Hours of Contracts CE
CE.7234000-RE**



*Approved by the Division on Behalf of the Commission
Rev. 12/18/25*

written by Joe Fitzpatrick

MEET JOE:

Joe Fitzpatrick graduated from The University of Nevada, Las Vegas in 1985 and began his career with Coldwell Banker in Margate, Florida, listing and selling real estate. Joe went on to manage the North Miami office and opened Century 21 Fitzpatrick Realty with family. The firm became the top-ranked Century 21 company in Broward County, Florida.



In 1991, Joe returned to Las Vegas where he began teaching and authoring real estate courses. He also continued on as Vice-President of Century 21 MoneyWorld, which was consistently ranked among the top 10 Century 21 firms in the world where he led the education division among other duties.

Joe has authored and published over 30 real estate licensing textbooks and courses available on Amazon.com and which have been approved for utilization in several states. He made a few stops along the way including being the Education Director at LVR. You may recognize his voice from other online sites. Living through sellers' markets and buyer's markets, Joe has experienced interest rate fluctuations of 17.5% and 2%. He knows what it takes to stay successful in the business no matter what the market conditions may be.

In 2021, Joe opened Fitzpatrick Real Estate School and continues to practice real estate in addition to his other responsibilities. We trust you will find Mr. Fitzpatrick's courses to be informative, interesting, and entertaining too.

- **CE Agreement**

The student participant must:

- not miss more than 10 minutes of a 3-hour course; 15 minutes for internet connection issues.
- direct their attention to the instruction being provided and refrain from engaging in activities unrelated to the instruction and distracting.
- always have their cameras on and pointed to the student while the class is in session, excluding breaks.
- in Zoom, display the name under which they registered.
- must always have audio muted except when speaking to the group.
- participate and respond when asked to by the instructor.
- conduct themselves as they would in an in-person classroom setting.
- be appropriately dressed for a classroom setting.
- refrain from engaging in any activity that would be distracting to the instructor or fellow attendees such as using electronic/computer devices unrelated to the instruction, cell phone use, having conversations with other people, walking around, driving/riding in a vehicle, cooking, cleaning, etc.
- complete the course evaluation immediately upon the conclusion of the course.

I. Course Overview:

You will be asked to play the role of a transaction coordinator, office branch manager, or even the broker. One of your daily duties is to check the files on new transactions submitted by your associates. You are about to check the following new listing and resulting sale.

You have been provided a case study with prepared contract forms including the listing agreement, buyer brokerage agreement, and residential purchase agreement which all have errors and will be asked to find and correct those errors in this exercise to better understand and prepare our contracts and forms.

- Listing Agreement
- Buyer Brokerage Agreement
- Residential Purchase Agreement
- Duties Owed
- Consent to Act
- Cost Sheet/Net Proceeds

II. Case Study

Daniel and Michelle Agnew are selling their home at 8524 Estrelita Drive, Las Vegas through your associate, Tom Peters, at a list price of \$699,000.

Please review all the paperwork submitted by your agents and “Catch Me If You Can!” Identify all the errors in the following paperwork.

The Listing Pages 6 - 22

The following pages were submitted by listing agent, Tom, when he first took the listing. Please circle, highlight, and/or make notes next to any errors you might find.

Tax Property 360 Property View

8524 Estrelita Drive, Las Vegas, NV 89128-7958  History 12/02/2009

Tax

Owner Information

Owner Name:Agnew Michelle R

Mailing Address:8524 Estrelita Dr

Mailing Zip:89128

Carrier Route:C035

Owner Vesting:Separate Property

Owner Name 2:Agnew Daniel S

Mailing Address City & State:Las Vegas Nv

Mailing Address ZIP + 4 Code:7958

Owner Occupied:Yes

Location Information

Subdivision:Sonoma At Summerlin By Coleman Homes-Phase 2

Census Tract:003219

Township-Range-Section:20-60-20

Block #:1

School District Name:Clark County

School District:Clark County

Zoning:P-C

Extra Feature Topography Type:FLAT/LEVEL

Lot #:18

Estimated Value

Estimated Value:\$665,700

Estimated Value Range Low:\$622,500

Forecast Standard Deviation:6

Estimated Value Range High:\$708,800

Value As Of:08/14/2023

Confidence Score:95

(1) RealAVM™ is a CoreLogic® derived value and should not be used in lieu of an appraisal.

(2) The Confidence Score is a measure of the extent to which sales data, property information, and comparable sales support the property valuation analysis process. The confidence score range is 60 - 100. Clear and consistent quality and quantity of data drive higher confidence scores while lower confidence scores indicate diversity in data, lower quality and quantity of data, and/or limited similarity of the subject property to comparable sales.

(3) The FSD denotes confidence in an AVM estimate and uses a consistent scale and meaning to generate a standardized confidence metric. The FSD is a statistic that measures the likely range or dispersion an AVM estimate will fall within, based on the consistency of the information available to the AVM at the time of estimation. The FSD can be used to create confidence that the true value has a statistical degree of certainty.

Tax Information

APN:138-20-714-009

Tax Area:200

% Improved:64

Property Tax Amount:\$4,043

Current Year Net Tax Amount (Total Tax less Exemptions and Credits):\$4,043

Tax Appraisal District:200

Property Tax Year:2023

Tax Year associated with Net Tax Amount:2023

Legal Description:SONOMA AT SUMMERLIN BY COLEMAN HOMES-PHASE 2 PLAT BOOK 61 PAGE 72 LOT 18 BLOCK 1

Assessment & Taxes

Assessment Year2023

Assessed Value - Total\$162,021

Assessed Value - Land\$58,800

Assessed Value - Improved\$103,221

YOY Assessed Change (\$) \$26,457

YOY Assessed Change (%) 20%

Market Value - Total\$462,917

Market Value - Land\$168,000

Market Value - Improved\$294,917

Tax Year2023

Total Tax\$4,042.51

2022

\$135,564

\$40,793

\$94,771

\$4,397

3%

\$387,325

\$116,551

\$270,774

2022

\$3,924.84

2021

\$131,167

\$40,793

\$90,374

\$374,762

\$116,551

\$258,211

2021

\$3,807.55

Change (\$)	\$118	\$117
Change (%)	3%	3%

Characteristics

County Use:	Single Family Residential	Universal Land Use:	Sfr
Lot Area:	8,276	Lots Acres:	0.190
Lot Depth:	109	Lot Width:	76
Year Built:	1995	Effective Year Built:	1995
Stories:	2.0	Total Rooms:	8
Bedrooms:	5	Full Baths:	3
Building Sq Ft:	3,059	Above Grade Area:	3,059
Gross Area:	3,633	Total Building Area:	3,633
First Floor Sq Ft:	1,754	Second Floor Sq Ft:	1,305
Primary Addition Area Sq Ft:	110	Number of Dining Rooms:	1
Exterior:	Frame/Stucco	Parking Type:	Built-In
Parking Size Sq Ft:	574	Pool:	POOL & JACUZZI
Number of Buildings:	1	Cooling Type:	Central
Heat Type:	Forced Air	Equipment Type:	MICROWAVE
Fireplaces:	1	Floor Covering Material:	CARPET
Flooring Material:	CONCRETE	Foundation:	Concrete
Porch:	Patio/Porch	Patio/Deck Type:	Deck
Primary Porch Sq Ft:	259	Secondary Porch Sq Ft:	252
Primary Patio/Deck Sq Ft:	258	Pool Sq Ft:	300
Roof Material:	Concrete Tile	Sewer Type:	Public Service
Water:	PUBLIC	Building Quality:	AVERAGE
Building Condition:	Average		

Building Features

Feature Type	Unit	Size/Qty	Width	Depth	Year Built	Value
Pool Heater Each	U	1				
Pool Spa/Attached Each	U	1				
Pool Deck - Kool Deck	S	258				
Sprinkler Average	U	1				
Paving - Concrete	S	504				
Fence Average - Tract/Block Wa	U	1				
Pool Size Appx 300 Square Feet	S	300				

LVR DEEMS INFORMATION RELIABLE BUT NOT GUARANTEED. IT IS A VIOLATION TO PROVIDE DETAIL PRINTOUTS TO A CUSTOMER/CLIENT.



EXCLUSIVE AUTHORIZATION AND RIGHT TO SELL, EXCHANGE, OR LEASE BROKERAGE LISTING AGREEMENT (ER)



This is intended to be a legally binding contract. No representation is made as to the legal or tax consequences of this contract. If you desire legal or tax advice, consult your attorney or tax advisor.

1. EXCLUSIVE RIGHT TO SELL:

We, Dan Michelle Agnew ("Seller"), hereby engage and grant Fitzpatrick Realty (Company Name, hereinafter "Broker") the exclusive and irrevocable right, commencing on _____, and expiring at 11:59 p.m. Pacific Time on _____, to sell, lease or exchange the Real Property located in the City of Las Vegas, County of Clark, Nevada, APN#: 138-20-417-009 commonly known as: 8524 Estrelita Dr Las Vegas NV 89129 ("the Property").

2. TERMS OF SALE: The listing price shall be \$ 699,000.00, with a suggested amount of an Earnest Money Deposit (EMD) of \$ 7,000.00.

Terms available: ☒ Cash ☒ CONV ☐ FHA ☐ Lease ☐ VA ☐ Lease Option ☐ Owner Will Carry
☐ Other: _____

(Note: If the Property is offered for lease, then the term "Seller" used in this Agreement includes "Lessor" as applicable.)

Seller ☒ does -OR- ☐ does not authorize Broker to disclose the existence of multiple offers to purchase the property to potential buyers. SELLER(S) INITIALS: _____

Seller ☒ does -OR- ☐ does not authorize Broker to disclose the offer(s), price and terms.
SELLER(S) INITIALS: _____

3. PROPERTY OFFERED FOR SALE: The listing price noted above includes the Property and all improvements and fixtures permanently affixed and installed.

a. The following items of Personal Property are included in the above price and shall be conveyed unencumbered in escrow by a valid bill of sale:

b. The following items of Personal Property are excluded from the above price and not included in the sale:
portable spa

c. This property Does Contain ☐ -OR- Does Not Contain ☒ SMART technology which powers and/or automates, not limited to, surveillance systems, security, environmental controls and home entertainment features. If the property so does contain SMART Technology seller will complete a SMART Home Disclosure which is incorporated as part of this agreement and identifies the items seller intends to convey with the sale. All Attached Fixtures must convey unless identified above.

d. This property Does ☐ -OR- Does Not ☒ include a solar power system (photovoltaic-PV). If this property does include a solar power system, the Solar Addendum is hereby attached and made part of this contract.

Seller identifies above items as included or excluded in offering of the Property for sale. Seller understands that the purchase agreement takes precedence over any intention identified above and will ultimately determine what items are included and excluded in the sale. Seller further understands it is their responsibility to ensure the items not included in the sale are addressed in any counter offer to ensure Buyer's understanding of Seller's intent.

Seller acknowledges that he/she has read, understood, and agreed to each and every provision of this page.

SELLER(S) INITIALS: DA MA

- 1 e. Leased or Licensed Items: The following items are leased or subject to a lien in securing payment:
 2 ☐ Alarm system ☐ Propane tank ☐ Water softener
 3 ☐ Other(s) _____
 4
 5 Seller will provide to Buyer, as a part of the purchase agreement, copies of lease documents, or other documents
 6 obligating Seller to pay for such leased or lien items.
 7
 8 **4. TITLE INSURANCE:** Seller agrees to provide Buyer with an owner's policy of title insurance in the amount of
 9 the selling price.
 10
 11 **5. COMPENSATION TO BROKER:** COMPENSATION/COMMISSIONS ARE NOT SET BY LAW OR BY ANY
 12 REALTOR® ASSOCIATION. THEY ARE FULLY NEGOTIABLE. If during the Listing Term, Seller sells the
 13 property and the sale closes, or the sale fails to close due to Seller's breach of the terms of the Residential Purchase and
 14 Sale Agreement, Seller shall pay the following:
 15
 16 The Seller agrees to pay a commission of 3 % ☒ and / ☐ or \$ 695.00 of the final sale price or lease amount to
 17 the Listing Broker upon the successful closing of the subject property. This commission is exclusively for the Listing
 18 Broker's services and is not subject to sharing, splitting, or otherwise distributing to any Buyer's Broker or agent. The
 19 Seller acknowledges that any commission arrangement with a Buyer's Broker, if applicable, must be covered by a
 20 separate agreement/Residential Purchase Agreement and is not covered under this Listing Agreement.
 21
 22 **Compensation shall be due:**
 23 a. if the Property is sold or leased by Broker, or through any other person including Seller, on the above terms
 24 or any other price and terms acceptable to Seller during the above time period or any extension of said time period;
 25
 26 b. if the Property is transferred, conveyed, leased, rented, or made unmarketable by a voluntary act of Seller
 27 without the consent of Broker, during the time period or any extension of said time period;
 28
 29 c. if within _____ calendar days of the final termination, including extensions, of this Agreement, the
 30 Property is sold, conveyed, or otherwise transferred to anyone with whom the Broker has had negotiations or to whom
 31 the Property was shown prior to the final termination. This section (c) shall not apply if Seller enters into a valid
 32 Brokerage Listing Agreement with another licensed real estate Broker after the final termination of this Exclusive
 33 Brokerage Listing Agreement.
 34
 35 d. in the event of an exchange, permission is hereby given to the Broker to represent such parties as Broker
 36 may deem appropriate and collect compensation from them provided that there is full disclosure to all parties. If
 37 completion of sale is prevented by default of Seller, or the refusal of Seller to accept an offer in accordance with
 38 the price and terms of this Agreement, then upon event, Broker is authorized to take any action reasonably necessary
 39 to collect said commission. If completion of sale is prevented by a party to the transaction other than Seller, Broker
 40 may collect its commission only if and when Seller collects damages by suit or otherwise, and then in an amount not
 41 less than one-half of the damages recovered, but not to exceed the above compensation after first deducting title
 42 expenses, escrow expenses and the expenses of collections if any.
 43
 44 e. Seller hereby irrevocably assigns to Broker the funds and proceeds of Seller in escrow equal to the above
 45 compensation. In the event any sum of money due under this Agreement remains unpaid for a period of thirty (30) days,
 46 such sum shall bear interest at the rate of (18) percent per annum from the due date until paid.
 47
 48 **6. DEPOSIT:** Broker is authorized to accept on Seller's behalf a deposit to be applied toward purchase price or lease.
 49 Said deposit shall be held by: (SELECT ONE) ☐ Escrow -OR- ☒ Broker -OR- ☐ Other _____.

Seller acknowledges that he/she has read, understood, and agreed to each and every provision of this page.

SELLER(S) INITIALS: DA MR

7. AGENCY RELATIONSHIP:

a. Broker warrants that he holds a current, valid Nevada real estate license. Broker shall act as the agent of the Seller and may also assign or designate a licensee of the Broker who shall act as the representative of the Seller in any resulting transaction.

b. Depending upon the circumstances, it may be necessary or appropriate for the designated licensee to act as agent for both Seller and Buyer, exchange parties, or one or more additional parties. If applicable, Broker and the designated licensee shall disclose to Seller any election to act as an agent representing more than one party and obtain the written Consent To Act Form signed by all parties to the transaction.

c. Broker may also have licensees in its company who are agents of the Buyer who may show and negotiate an offer to purchase Seller's Property. In this event, the licensees who represent the Buyer will only represent the Buyer in the transaction with all duties owed to the Buyer and not the Seller. This, therefore, does not require a Consent To Act Form.

8. REQUIRED DISCLOSURES:

a. Unless exempt under NRS chapter 113, Seller shall truthfully complete and sign a Seller's Real Property Disclosure Statement concerning the condition of the Property. Seller shall update the Seller's Real Property Disclosure as necessary.

b. If the Property is or has been the subject of a construction defect claim, whether litigated or not, Seller shall provide the disclosure required by NRS 40.688.

c. If the Property was built prior to 1978, Seller shall complete the Disclosure of Information on Lead-Based Paint Hazards in accordance with Federal Regulations.

d. Seller acknowledges receipt of the Residential Disclosure Guide:

SELLER(S) INITIALS: _____/_____/_____/_____

9. INDEMNIFICATION: Seller agrees to save, defend, and hold Broker, GLVAR, and the MLS harmless from all claims, disputes, litigation, and/or judgments arising from (i) any misrepresentation, breach of warranty or breach of a promise by Seller in this Listing Agreement (ii) any incorrect information supplied by Seller, (iii) any facts concerning the Property not disclosed by Seller, including any facts known to Seller relating to adverse conditions or latent defects, (iv) the use of a keybox, or (v) any injury or damage to persons or property in connection with the marketing or showing of the Property. This indemnification shall survive Broker's performance and any transfer of title.

10. FAIR HOUSING: Broker shall offer the Property for sale or lease without regard to race, religious creed, color, national origin, disability, sexual orientation, gender identity or expression, ancestry, familial status or sex and any other current requirements of federal or state fair housing laws.

11. COMMON INTEREST COMMUNITY: The Property ☐ is -OR- ☐ is not located within a Common Interest Community (CIC). If yes, please complete the following:

Name of CIC(s): Sonoma

Telephone: 702-362-6262 Dues: \$ 69.00 payable ☒ monthly -OR- ☐ quarterly

Seller ☐ is -OR- ☐ is not current on all dues and assessments.

Name of CIC(s): Summerlin North

Telephone: 702-838-5500 Dues: \$ 59.00 payable ☒ monthly -OR- ☐ quarterly

Seller ☐ is -OR- ☐ is not current on all dues and assessments.

Name of CIC(s): _____

Telephone: _____ Dues: \$ _____ payable ☐ monthly -OR- ☐ quarterly

Seller ☐ is -OR- ☐ is not current on all dues and assessments.

If the Property is located within a CIC, Seller acknowledges and agrees to obtain (at Seller's own expense as required by NRS 116.4109) and/or provide the information required by NRS 116.4109 and 116.41095 to Broker for delivery to Buyer.

Seller acknowledges that he/she has read, understood, and agreed to each and every provision of this page.

SELLER(S) INITIALS: DA MR

12. SPECIAL ASSESSMENTS: The Property ☐ is -OR- ☐ is not subject to special government assessments, such as SID and LID. (For information please go to: www.amgnv.com)

If yes, please complete the following:

Balance remaining: \$ 715.00

Payment amount: \$ 70.00

Payment Due: select one (1) Monthly ☒ Quarterly ☐ Semi Annually ☐ Annually ☐

13. KEYBOX: Seller ☒ does -OR- ☐ does not authorize Broker to install a keybox (electronic ☐ -OR- mechanical ☐) in connection with the showing of the Property. A mechanical keybox is a combination-type box that can be opened by anyone who has access to the combination/code. The MLS requires that a valid working code for a mechanical keybox be included in the listing for ease of showing. The code is a confidential field that is not intended to be available to the public. Seller acknowledges that they have been advised that:

a. The purpose and function of the keybox is to permit access to the interior of the Property by all members of GLVAR's MLS as well as any licensed professionals necessary to facilitate the sale of the Property;

b. Seller should safeguard Personal Property and valuables located within the Property;

c. It is not a requirement of the GLVAR's MLS for a Seller to allow the use of a keybox;

d. Where a tenant occupies the Property, the tenant's consent is also required, which shall be obtained by the Seller or his/her Property Manager;

e. Seller ☒ does -OR- ☐ does not authorize Broker to issue "One Day Codes" to access the electronic keybox installed on the property. A "One Day Code" is an electronic means to allow access to the keybox key compartment. Broker shall only issue such codes to licensed professionals. Broker further agrees to use all reasonable means to verify the identity of said licensed professionals.

f. Owner acknowledges that GLVAR, the MLS, Broker or its Listing Agent is not insuring owner or occupant against theft, loss or vandalism resulting from such access. Owner is responsible for taking such steps as may be necessary to secure and protect the Property during any time that a keybox is being used and obtaining appropriate insurance.

14. RENT/LEASE: The Property ☐ is -OR- ☒ is not currently occupied by a Tenant.

The Property ☐ is -OR- ☒ is not subject to a management agreement with: (name of Property Manager and phone number): _____.

Seller agrees to not rent or lease the Property during the term of this Agreement without fourteen (14) days prior written notice to Broker.

15. TAX WITHHOLDING: Seller agrees to perform any act reasonably necessary to carry out the provisions of the Foreign Investment in Real Property Tax Act (FIRPTA). If applicable (as designated in the Seller's Response herein), Seller agrees to complete, sign, and deliver to ESCROW HOLDER a certificate indicating whether Seller is a foreign person or a nonresident alien pursuant to the Foreign Investment in Real Property Tax Act (FIRPTA). A foreign person is a nonresident alien individual; a foreign corporation not treated as a domestic corporation; or a foreign partnership, trust or estate. A resident alien is not considered a foreign person under FIRPTA. Additional information for determining status may be found at www.irs.gov. Seller understands that if Seller is a foreign person then the Buyer must withhold a tax in an amount to be determined by ESCROW HOLDER in accordance with FIRPTA, unless an exemption applies. Seller agrees to sign and deliver to the ESCROW HOLDER the necessary documents, to be provided by the ESCROW HOLDER, to determine if withholding is required (see 26 USC Section 1445).

FIRPTA DECLARATION: Seller declares that he/she

☐ is not -OR- ☐ is a foreign person therefore subjecting this transaction to FIRPTA withholding.

SELLER(S) INITIALS: _____/_____/_____/_____

Seller acknowledges that he/she has read, understood, and agreed to each and every provision of this page.

SELLER(S) INITIALS: DA WK _____/_____/_____/_____

16. **MEDIATION:** The Broker and Seller agree to negotiate in good faith in an effort to resolve any dispute related to this Listing Agreement that may arise between the parties. If the dispute cannot be resolved by negotiation, the dispute will be submitted to a mediator agreed to by the parties. Mediation fees, if any, shall be divided equally among the parties involved. In no event, shall Seller sue the Broker or be party to any class action litigation against Broker or related entities. By initialing below, the parties confirm that they have read and understand this section and voluntarily agree to the provisions thereof.

SELLER(S) INITIALS: _____ **BROKERS INITIALS:** _____

17. **MULTIPLE LISTING SERVICE (MLS):** Broker shall provide to the GREATER LAS VEGAS ASSOCIATION OF REALTORS® (GLVAR) Multiple Listing Service (MLS) all listing information about the Property that is required by the MLS and such additional information as may be permitted by the MLS. The information provided to the MLS in accordance with MLS rules and policies will be published and disseminated to its Participants and Subscribers in accordance with its Rules and Regulations and Sections 18, 19, 20 and 22 herein, unless Seller selects the Office Exclusive option in Section 21 and signs the Office Exclusive Form. Broker is authorized to cooperate with other real estate Brokers, and to report the sale, its price, terms and financing for the publication, dissemination information and use by authorized Association members, MLS Participants and Subscribers. Seller acknowledges and agrees that Broker may not include in the listing of the Property on the MLS, any offer of cooperation and compensation to the Buyer Broker.

18. **MARKETING AND ADVERTISING:** Seller acknowledges that, unless Seller signs a Photo Exclusion Agreement, photographs of the Property may be taken for publication in the MLS computer system. Subject to Section 20, Seller agrees that the Property may be advertised in any and all formats of media including but not limited to electronic and print advertising. Should Seller provide photographs of the Property, Seller warrants and represents that Seller has the ownership rights to said photographs and, by providing said photographs, Seller irrevocably assigns any and all ownership rights in such photographs to the Broker. Seller further acknowledges that once images are placed on the Internet, neither the Broker nor the Seller have control over who can view such images and what use viewers may make of the images or how long such images may remain on the internet. Seller acknowledges that prospective Buyers and/or other persons coming on to the property may take photographs, video and/or other images of the property. Seller understands that Broker does not have the ability to control or block the taking of and use of images by such persons. Once the images are taken and or put into electronic display on the Internet or otherwise published neither the Broker nor the Seller has control over how such images are used.

Seller ☒ does -OR- ☐ does not authorize Broker to commence public marketing and advertising activities.

SELLER(S) INITIALS: DA / MA / _____

19. **SIGN:** Seller ☒ does -OR- ☐ does not authorize Broker to install a FOR SALE/LEASE sign on the Property. (Seller may only authorize a sign if Seller has authorized marketing/advertising in Section 18.)

20. **SELLER OPT OUTS:** Seller further understands and acknowledges that MLS will disseminate the Property's listing information to those MLS Brokers and Agents (and/or their web vendors) who operate Internet sites, as well as other online providers, and that such sites are generally available to the public. Some, but not all, of these websites may include a commentary section where consumers may include reviews and comments about the Property in immediate conjunction with the listing (blogging), or provide a link to the comments. In addition, some, but not all, of these websites may display an automated estimate of the market value of the Property in immediate conjunction with the listing, or provide a link to the estimate. Seller can instruct Broker to have the MLS not display the property on the Internet. Seller also can instruct the MLS to not display the Property address on the Internet. Seller understands that these opt outs would mean consumers searching for listings on the Internet may not see the Property or the Property's address in response to their search.

Seller acknowledges that he/she has read, understood, and agreed to each and every provision of this page.

SELLER(S) INITIALS: DA / NK / _____

1 Seller may opt-out of any of the following features by initialing the appropriate space(s) below:

2 ☐ a. ____/____/____/____ I/we have advised the Broker that I/we DO NOT want a commentary
3 section displayed or linked to the listed Property (the site operator may indicate that the feature was disabled
4 at the request of the seller).

5 ☐ b. ____/____/____/____ I/we have advised the Broker that I/we DO NOT want an automated
6 estimate of value displayed or linked to the listed Property (the site operator may indicate that the feature was
7 disabled at the request of the seller). *Please note that this automated estimate of value restriction applies to
8 VOW offices only. Virtual Office Websites ("VOWs") are Internet sites operated by MLS Participant Brokers
9 through which they establish relationships and work with clients and customers in cyberspace in ways similar
10 to how real estate professionals interact with clients and customers in a "brick and mortar" environment. This
11 restriction does not apply to automated estimates of value created by non-MLS Participant websites.

12 —OR—
13 ☒ c. DA / MA / ____/____ Seller does NOT opt out of any of the above.

14
15 **21. OFFICE EXCLUSIVE:** Seller does not authorize Broker to disseminate listing information about the Property via
16 GLVAR MLS. However, Seller acknowledges and agrees that Broker will file the fully executed Office Exclusive Form
17 with GLVAR MLS in accordance with GLVAR MLS Rules and Regulations. Further, Seller acknowledges and agrees
18 that if there is any Public Marketing of an Office Exclusive listing, then Broker must submit the listing to GLVAR MLS
19 for dissemination to its participants within one (1) business day of the Public Marketing. Public Marketing includes, but
20 is not limited to, flyers displayed in windows, yard signs, digital marketing on public facing websites, brokerage website
21 displays (including IDX and VOW), digital communications marketing (email blasts), multi-brokerage listing sharing
22 networks, and applications available to the general public.

23 Seller ☐ does -OR- ☒ does NOT select an Office Exclusive listing. (Seller may not select this option if Seller has
24 authorized marketing/advertising in Section 18.)

25
26 SELLER(S) INITIALS: DA / MA / ____/____

27
28 **22. USE OF LISTING CONTENT:** Seller acknowledges and agrees that all photographs, images, graphics, video
29 recordings, virtual tours, drawings, written descriptions, remarks, narratives, pricing information, and other
30 copyrightable elements relating to the Property provided by Seller to Broker or Broker's agent (the "Broker Listing
31 Content") and any changes thereto, may be filed with MLS, included in compilations of listings, and otherwise
32 distributed, publicly displayed and reproduced in any medium. Seller hereby grants to Broker a non-exclusive,
33 irrevocable, worldwide, royalty-free license to use, sublicense through multiple tiers, publish, display, and reproduce
34 the Broker Listing Content, to prepare derivative works of the Broker Listing Content, and to distribute the Broker
35 Listing Content or any derivative works thereof in any medium. This non-exclusive license shall survive the termination
36 of this Agreement for any reason whatsoever. Seller represents and warrants to Broker that the Broker Listing Content,
37 and the license granted to Broker for the Broker Listing Content, do not violate or infringe upon the rights, including
38 any copyright rights, of any person or entity. Seller acknowledges and agrees that as between Seller and Broker, all
39 Broker Listing Content is owned exclusively by Broker, and Seller has no right, title or interest in or to any Broker
40 Listing Content.

41
42 **23. NEVADA LAW:** This Agreement is executed and intended to be performed in the State of Nevada, and the laws
43 of Nevada shall govern its interpretation and effect. The parties agree that the State of Nevada, and the county in which
44 the Property is located, is the appropriate judicial forum for any litigation, related to this Agreement.

45
46 **24. ENTIRE CONTRACT:** All prior negotiations and agreements between the parties are incorporated in this
47 Agreement, which constitutes the entire contract. Its terms are intended by the parties as a final, complete, and exclusive
48 expression of their agreement with respect to its subject matter and may not be contradicted by evidence of any prior
49 agreement or contemporaneous oral agreement. This Agreement and any supplement, addendum, or modification,
50 including any photocopy or facsimile, may be executed in two or more counterparts, all of which shall constitute one
51 and the same writing. The terms of this Agreement may not be amended, modified or altered except through a written
52 agreement signed by all of the parties hereto. The parties agree that an MLS Change Order signed by Broker and
53 Seller shall act as a valid written addendum to this Agreement.

Seller acknowledges that he/she has read, understood, and agreed to each and every provision of this page.

SELLER(S) INITIALS: DA / MA / ____/____

25. **PARTIAL INVALIDITY:** In the event that any provision of this Agreement shall be held to be invalid or unenforceable, such ruling shall not affect the validity or enforceability of the remainder of the Agreement in any respect whatsoever.

26. **FORCE MAJEURE:** Either party may terminate this Agreement without liability to the other in the event of a force majeure such as acts of terrorism, war, epidemics, pandemics or other development beyond the control of the party that makes fulfillment of that party's obligations hereunder illegal, impossible, or impractical.

27. **DAMAGES CAP** Notwithstanding any provision to the contrary contained in this Agreement, if Broker shall be liable to Seller for any matter arising from this Agreement, whether based upon an action or claim in contract, warranty, equity, negligence, intended conduct or otherwise (including any action or claim arising from an act or omission, negligence or otherwise, of the liable party) the maximum aggregate liability of Broker to Seller under this agreement shall not exceed the aggregate commission amount that has been paid by Seller to Broker.

28. **WARRANTY OF OWNERSHIP:** Seller warrants that Seller is the sole owner of the Property or has the authority to execute this Agreement. By signing below Seller acknowledges that Seller has read and understands this Agreement and agrees to the terms thereof.

29. **FORECLOSURE:** Seller understands that failure to make loan payments may result in foreclosure of the Property by a mortgage holder and/or lien holder. Information regarding the foreclosure or litigation status of a property is available from the County Recorder where the Property is located. Seller represents that at the time of this listing (complete parts a and b):

a. A Notice of Default (Breach) and Election to Sell ☒ has not ~~OR~~ ☐ has (date: 9/23/26) been recorded against the Property. If a Notice of Default has not been recorded against the Property as of the date of this Agreement, Seller agrees to notify Broker within five (5) business days of receipt of such a notice. Seller understands that the recording of a Notice of Default begins a statutory foreclosure period, which varies in duration. At the end of the foreclosure period, the Property typically will be sold at a Trustee's Sale (foreclosure sale) and Seller will lose all rights and interest in the Property.

b. Seller ☒ has not ~~OR~~ ☐ has (date: 9/23/26) been served with a Summons and Complaint from Lender seeking to foreclose the property in court. The Parties understand that the filing and service of a Summons and Complaint begins a judicial foreclosure process which varies in duration, and which may result in a judgment against Seller. The judgment will typically be enforced through a foreclosure sale conducted by the Sheriff for the county where the Property is located and Seller will lose all rights and interest in the Property.

c. Seller understands that if the Property is not sold to a buyer before a foreclosure sale of the Property, Seller will lose all rights and interest in the Property. Seller understands that Broker cannot stop a foreclosure.

SELLER(S) INITIALS: DA / MK /

30. **SIGNATURES:** This Agreement may be signed by the parties manually or electronically (digitally) and on more than one copy, which, when taken together, each signed copy shall be read as one complete form. Facsimile signatures may be accepted as original.

31. **RECOMMENDATIONS:** If Broker recommends a builder, contractor, escrow company, title company, pest control service, appraiser, lender, home inspection company or home warranty company or any other person or entity to Seller for any purpose, said recommendation shall be independently investigated and evaluated by Seller, who hereby acknowledges that any decision to enter into any contractual arrangement with any such person or entity recommended by Broker will be based solely upon such independent investigation.

32. **DEFAULT:** If Seller materially breaches this Listing, Seller is in default and will be liable to Broker for the amount of the Broker's fee specified in Section 5 and any other fees Broker is entitled to receive under this Agreement. If a sales price is not determinable in the event of an exchange or breach of this Listing, the Listing Price will be the sales price for purposes of computing Broker's fee. If Broker breaches this Agreement, Broker is in default and Seller may exercise any remedy at law.

Seller acknowledges that he/she has read, understood, and agreed to each and every provision of this page.

SELLER(S) INITIALS: DA / MK /

1 **33. BINDING EFFECT:** Seller's obligation to pay Broker an earned fee is binding upon Seller and Seller's heirs,
2 administrators, executors, successors and permitted assignees.

3
4 **34. JOINT AND SEVERAL:** All Sellers executing this Listing are jointly and severally liable for the performance of
5 all its terms.

6
7 **35. TIME OF ESSENCE:** Time is of the essence of this Agreement and each of its terms.

8
9 **36.** Seller hereby agrees that once an offer has been accepted the MLS Status shall be (choose one only):

10 ☐ Under Contract Show: The property may be shown even after an offer has been accepted.

11 ☐ Under Contract No Show: The property will not be shown once an offer has been accepted.

12 ☐ Determined by seller upon acceptance of the offer.

13
14 **37. 1031 EXCHANGE:** The Seller ☐ does -OR- ☒ does not intend to perform an IRC Section 1031 tax deferred
15 exchange. If yes, Broker is aware and acknowledges that Seller intends to perform an IRC Section 1031 tax deferred
16 exchange. Broker will cooperate in such an exchange and Seller agrees to hold Broker harmless from any and all
17 claims, costs, liabilities or delays in time resulting from such an exchange.

18
19 **ADDITIONAL TERMS:**

20
21
22
23
24 **THE PRE-PRINTED PORTION OF THIS AGREEMENT HAS BEEN APPROVED BY THE**
25 **GREATER LAS VEGAS ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE**
26 **AS THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OR THE TAX**
27 **CONSEQUENCES THEREOF. FOR LEGAL OR TAX ADVICE, CONSULT YOUR ATTORNEY**
28 **OR TAX ADVISOR.**

Seller acknowledges that he/she has read, understood, and agreed to each and every provision of this page.

SELLER(S) INITIALS: DA MA / _____

By signing below, Seller consents to receive transmissions sent from Broker to the e-mail address(es) set forth. Seller agrees to keep Broker advised of his/her address and telephone number (or a number where they may be reached within 24 hours) at all times during the term of this Agreement.

SELLER:

Date 9/17/26 Time 2:30 ☐ AM ☒ PM

Seller's Signature [Signature] Printed Name: DAN AGNEW

Phone 7025551212 E-Mail dan@2mail.com Address 8524 ESTRELLITA DR

Date 9/17/26 Time 2:30 ☐ AM ☒ PM

Seller's Signature [Signature] Printed Name: MICHELLE AGNEW

Phone 7025551212 E-Mail MICHELLE@2MAIL.COM Address SAME

Date _____ Time _____ ☐ AM ☐ PM

Seller's Signature _____ Printed Name: _____

Phone _____ E-Mail _____ Address _____

Date _____ Time _____ ☐ AM ☐ PM

Seller's Signature _____ Printed Name: _____

Phone _____ E-Mail _____ Address _____

BROKER:

Company Fitzpatrick Realty

Address 1234 Main St City Las Vegas State NV Zip 89101

Phone 7022833489 E-Mail joe@fitzpatrickschool.com

Designated Licensee Signature [Signature] License No. S.19005

Printed Name: Tom Peters Licensee's Phone: 702-591-4545

Broker's Signature [Signature] License No. B.26205

Printed Name: Joseph Fitzpatrick Date _____ Time: 6:08 ☐ AM ☒ PM

AN EXCLUSIVE BROKERAGE AGREEMENT MUST BE SIGNED BY THE BROKER TO BE VALID

Seller acknowledges that he/she has read, understood, and agreed to each and every provision of this page.

SELLER(S) INITIALS: DA MA



WHAT EVERYONE SHOULD KNOW ABOUT EQUAL OPPORTUNITY IN HOUSING



The sale and purchase of a home is one of the most significant events that any person will experience in their lifetime. It is more than the simple purchase of housing, for it includes the hopes, dreams, aspirations, and economic destiny of those involved.

THE LAW - Civil Rights Act of 1866

The Civil Rights Act of 1866 prohibits all racial discrimination in the sale or rental of property.

Fair Housing Act

The Fair Housing Act declares a national policy of fair housing throughout the United States. The law makes illegal any discrimination in the sale, lease or rental of housing, or making housing otherwise unavailable, because of race, color, religion, sex, handicap, familial status, or national origin.

Americans with Disabilities Act

Title III of the Americans with Disabilities Act prohibits discrimination against the disabled in places of public accommodations and commercial facilities.

Equal Credit Opportunity Act

The Equal Credit Opportunity Act makes discrimination unlawful with respect to any aspect of a credit application on the basis of race, color, religion, national origin, sex, marital status, age or because all or part of the applicant's income derives from any public assistance program.

State and Local Laws

State and Local laws often provide broader coverage and prohibit discrimination based on additional classes not covered by federal law.

THE RESPONSIBILITIES

The home seller, the home seeker, and the real estate professional all have rights and responsibilities under the law.

For the Home Seller

You should know that as a home seller or landlord you have a responsibility and a requirement under the law not to discriminate in the sale, rental and financing of property on the basis of race, color, religion, sex, handicap, familial status, or national origin. You cannot instruct the licensed broker or salesperson acting as your agent to convey for you any limitations in the sale or rental, because the real estate professional is also bound by law not to discriminate. Under the law, a home seller or landlord cannot establish discriminatory terms or conditions in the purchase or rental, deny that housing is available or advertise that the property is available only to persons of a certain race, color, religion, sex, handicap, familial status, or national origin.

For the Home Seeker

You have the right to expect that housing will be available to you without discrimination or other limitation based on race, color, religion, sex, handicap, familial status, or national origin.

This includes the right to expect:

- housing in your price range made available to you without discrimination
- equal professional service
- the opportunity to consider a broad range of housing choices
- no discriminatory limitations on communities or locations of housing
- no discrimination in the financing, appraising or insuring of housing
- reasonable accommodations in rules, practices and procedures for persons with disabilities
- non-discriminatory terms and conditions for the sale, rental, financing, or insuring of a dwelling
- to be free from harassment or intimidation for exercising your fair housing rights.

--	--	--	--

Seller(s) Initials

FOR THE Real Estate Professional

As a home seller or home seeker, you should know that the term REALTOR® identifies a licensed professional in real estate who is a member of the NATIONAL ASSOCIATION OF REALTORS®. Not all licensed real estate brokers and salespersons are members of the National Association, and only those who are can identify themselves as REALTOR®. They conduct their business and activities in accordance with a strict Code of Ethics. As agents in a real estate transaction, licensed brokers or salespersons are prohibited by law from discriminating on the basis of race, color, religion, sex, handicap, familial status, or national origin. A request from the home seller or landlord to act in a discriminatory manner in the sale, lease or rental cannot legally be fulfilled by the real estate professional.

DEED AND PROPERTY COVENANTS OR RESTRICTIONS OF RECORD

During the history of our country, some persons have placed restrictions on property based on race, color, religion, sex, handicap, familial status, or national origin. Generally, these restrictions are void and unenforceable, with limited exceptions for particular types of religious housing and housing for older persons. The publication of these void restrictions may convey a message that the restrictions continue to be valid. Any time a sales associate or broker is asked to provide a copy of the covenants or restrictions of record relating to the use of a property the following message should be included:

*These documents may contain restrictions or covenants based on race, color, religion, sex, handicap, familial status, or national origin. Such restrictions or covenants generally are void and unenforceable as vi
Be assured that all property is marketed and made available without disc
familial status, or national origin. Should you have any questions regardi*

THE EQUAL OPPORTUNITY PROGRAM

The NATIONAL ASSOCIATION OF REALTORS® has developed a Fair Housing Program to provide resources and guidance to REALTORS® in ensuring equal professional services for all people.

The Code of Ethics

Article 10 of the NATIONAL ASSOCIATION OF REALTORS® Code of Ethics requires that "REALTORS® shall not deny equal professional services to any person for reasons of race, color, religion, sex, handicap, familial status, or national origin. REALTORS® shall not be a party to any plan or agreement to discriminate against a person or persons on the basis of race, color, religion, sex, handicap, familial status, or national origin."

A REALTOR® pledges to conduct business in keeping with the spirit and letter of the Code of Ethics. Article 10 imposes obligations upon REALTORS® and is also a firm statement of support for equal opportunity in housing.

Fair Housing Partnership

The Fair Housing Partnership negotiated with the U.S. Department of Housing and Urban Development (HUD) outlines a program of voluntary compliance. REALTORS® voluntarily participate in activities and program to acquaint the community with the availability of equal housing opportunity, to establish office procedures to ensure that there is no denial of equal professional service, to make materials available which will explain this commitment, and to work with other groups within the community to identify and remove barriers to fair housing.

FURTHER ASSISTANCE

Local Boards of REALTORS® will accept complaints alleging violations of the Code of Ethics filed by a homeseeker who alleges discriminatory treatment in the availability, purchase or rental of housing. Local Boards of REALTORS® have a responsibility to enforce the Code of Ethics through professional standards procedures and corrective action in cases where a violation of the Code of Ethics is proven to have occurred. Complaints alleging discrimination in housing may be filed with the nearest office of the Department of Housing and Urban Development (HUD), or by calling HUD's Discrimination Hotline at 1-800-669-9777, 1-800-290-1617 (TTY). For information and publications on fair housing, call HUD's Fair Housing Information Clearinghouse at 1-800-343-3442.

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:

- Each party for whom the licensee is acting as an agent.

- 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 Tom Peters whose license/permjt number is S.12345
The licensee is acting for [client's name(s)]: Dan and Michelle Agnew
who is/are the ☒ Seller/Landlord ☐ Buyer/Tenant.
Broker: The Broker is Joseph Fitzpatrick
whose company is Fitzpatrick Realty
Are there additional licensees involved in this transaction? ☐ Yes ☒ No If yes, Supplemental form 525A is required.

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 or property management 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 prescribed 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 advice 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.

Licensee Acting for Both Parties:

The Licensee

MAY 13 MA 1964 1
in the future, shall be subject to review by the _____
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: John H. H. H. Date: 9/17/26 Time: 3:15 pm
 Seller Landlord: Theresa A. H. H. Date: 9/17/26 Time: 3:15 pm
OR
 Buyer Tenant: _____ Date: _____ Time: _____
 Buyer Tenant: _____ Date: _____ Time: _____

Approved Nevada Real Estate Division
Replaces all previous versions

525
Revised 10/03/2023



ESTIMATED COSTS / NET PROCEEDS

Dan & Michelle Agnew Price \$ 699,900.00
 Address 8524 Estrelita Dr Las Vegas NV 89129
 Terms: ☒ Cash ☒ Conv. ☐ FHA ☐ VA ☐ Assumption ☐ Seller Financing

	BUYER	SELLER
Down Payment		
MORTGAGE COSTS/PRORATIONS		
Loan Origination Fee %		
Loan Discount Points %		
Underwriting Fee		
Lender Document/Preparation Fee		
Loan Processing/Application Fee		
VA Funding Fee/FHA MIP/Conv. PMI (If paid up front)		
Appraisal Fee		
Credit Report		
Tax Service		
Flood Certificate		
Assumption Fee		
Interest for _____ days @ \$ _____ per day		
Taxes _____ months @ \$ _____ per month		
Insurance _____ months @ \$ _____ per month		
Other:		
ESCROW/TITLE COSTS		
Recording/E Recording Fees		75.00
Escrow Fee		660.00
Owner's Title Insurance Policy		2,140.00
ALTA Lender's Policy		
Inspection Fee		
Closing Protection Letter		
Endorsements		
Mobile Notary		200.00
Reconveyance Fee		
Real Property Transfer Tax (see Glossary of Terms; rates vary by county)		3,570.00
Misc. Prorations (Assessments, Utilities, etc.)		300.00
Assumption Setup/Collection Fees		
Other:		
BROKER'S FEES		
Compensation to Seller's Broker	\$20,997.00	
Compensation to Buyer's Broker		
Additional Compensation to Broker		695.00
COMMON INTEREST COMMUNITY (CIC) FEES		
Capital Contribution: Master 2nd 3rd		
Transfer/ Set Up Fee: Master 2nd 3rd		
Demand Fee: Master 2nd 3rd		
Resale Package: Master 2nd 3rd		300.00
Other:		200.00
MISCELLANEOUS COSTS		
Home Inspection		
Misc. Inspections (Termite, well, septic, roof)		
Home Warranty Plan		
Deposits & Rents		
Other:		
FUNDS RECEIVED/MISC CREDITS		
Earnest Money Deposit		
Contributions/Repair Credits/Grants		
Other:		
TOTAL ESTIMATED COSTS	\$20,997.00	8,140.00

Client Initials DA
 Costs/Net Sheet Rev. 07/24

Page 1 of 3

Client Initials _____
 © 2022 Greater Las Vegas Association of REALTORS®



**ESTIMATED COSTS / NET PROCEEDS
Summary**

BUYER		SELLER	
Approximate Amount Needed to Close Escrow:	\$ <u>34,950.00</u> (Total from page 1)	Sales Price	\$ <u>699,900.00</u>
Interest Rate @ _____ %	P&I \$ _____	Current Loan Balance (1 st)	\$ <u>475,625.00</u>
Taxes	\$ _____	Current Loan Balance (2 nd)	\$ _____
Insurance	\$ _____	Other: Loan, Lien, Judgment etc.	\$ _____
PMI/MMI	\$ _____	Subtotal	\$ <u>224,275.00</u>
CIC Dues	\$ _____	Less Estimated Costs	\$ <u>8,140.00</u>
SID/LID	\$ _____	Less Final Mtg. Payment	\$ _____
Est. Monthly Obligation	\$ _____	Estimated Proceeds	\$ <u>216,135.00</u>

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.

BROKER COMMISSIONS/COMPENSATION ARE NOT SET BY LAW AND ARE FULLY NEGOTIABLE

FIRPTA: Should the provisions of the Foreign Investment in Real Property Tax Act (FIRPTA) (Internal Revenue Code Section 1445) apply, Seller understands that if Seller is a foreign person then the Buyer must withhold a tax in an amount to be determined in accordance with FIRPTA, unless an exemption applies. Additional information for determining status may be found at www.irs.gov.

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.

NOTE TO BUYER: Buyer costs will vary. The cost of your loan does not take into consideration any points you may purchase and other loan terms.

CLIENT NAME: _____ CLIENT NAME: _____

SIGNATURE: _____ SIGNATURE: _____

CLIENT NAME: _____ CLIENT NAME: _____

SIGNATURE: _____ SIGNATURE: _____

DATE: _____ TIME: _____ DATE: _____ TIME: _____

AGENT NAME (Print) Joe Fitzpatrick

COMPANY NAME (Print) Fitzpatrick Realty

Client Initials _____ / _____ / _____

Client Initials _____ / _____ / _____

Buyer's Closing Costs

A. Mortgage Costs

1. **Loan Origination Fee:** lender's commission; commonly 1% of loan amount; some lenders lump all fees into a flat origination fee rather than charging for each line item
2. **Loan Discount Points:** to buy down the interest rate; 1 point equals 1 percent of the loan amount
3. **Underwriting Fees:** charged for underwriting services (final loan approval), estimate \$200-500
4. **Lender Doc Prep Fee:** lender fee charged for preparing all loan documents; ranges from \$200-500
5. **Loan Processing/Application Fee:** lender may charge a fee to process or start the loan, estimate \$250
6. **VA Funding Fee/FHA Upfront MIP/Conv Upfront PMI:** VA and FHA upfront fees must be financed into the loan; with conventional loans, it can be financed or paid up front
7. **Appraisal Fee:** to verify the property value; negotiable; commonly paid for by buyer up-front and reimbursed by seller at closing; appx. \$500
8. **Credit Report:** to verify borrower's credit worthiness; appx. \$25
9. **Tax Service Fee:** service a lender uses to verify borrower's income taxes; appx \$100
10. **Flood Certificate:** required if property is located within a flood zone; appx. \$75
11. **Assumption Fee:** paid to existing lender if buyer is assuming underlying loan; rarely seen
12. **Interest for ___ Days:** prorated mortgage interest through end of the closing month; estimate 15-30 days interest
13. **Taxes for ___ Days:** impounded for the payment of property taxes; estimate 3 months of taxes
14. **Insurance for ___ Days:** impounded for the payment of hazard insurance; estimate 15 months of insurance premium

B. Escrow/Title Costs

1. **Recording/E-recording Fees:** for recording certain buyer documents in the county records such as the new deed; estimate \$75
2. **Escrow Fee:** this the escrow company's fee to close the transaction; buyer and seller split this fee 50/50; see escrow/title charts for fee based on sale price
3. **ALTA Lender's Policy:** provides a title policy for the benefit of the borrower's lender; see escrow/title charts for fee based on sale price
4. **Inspection Fee:** fee title company charges to drive by the property; \$100
5. **Closing Protection Letter:** \$25
6. **Endorsements:** title fee to endorse and certify deeds and supplementary docs; \$250
7. **Mobile Notary:** notary public who is mobile and travels to clients to sign closing documents when escrow agent will not; estimate \$200
8. **Misc. Prorations:** water, sewer, garbage, CIC, bill etc.
9. **Assumption Setup/Collection Fees:** only if assumption; rarely seen

- **CIC Fees**
 - **Capital Contribution:** CIC depleted their reserves; litigation as an example; typically buyer expense; must inquire as to amount
 - **Transfer/Setup Fee:** transfers all information and documentation into the buyer's name; estimate \$300
- **MISC Costs**
 1. **Home Inspection:** inspect all systems and appliances; estimate \$400+
 2. **Misc. Inspections:** roof, termite, well, etc.; call inspectors for estimates
 3. **Home Warranty:** insures covered systems and appliances; estimate \$495+

Seller's Closing Costs

A. Mortgage Costs

1. **Appraisal Fee:** to verify the property value; negotiable; commonly paid for by buyer up-front and reimbursed by seller at closing; appx. \$500

B. Escrow/Title Fees

1. **Recording/E-recording Fee:** for recording certain seller documents in the county records; estimate \$75
2. **Escrow Fee:** this the escrow company's fee to close the transaction; buyer and seller split this fee 50/50; see escrow/title charts for fee based on sale price
3. **Owner's Title Insurance Policy:** provides a title policy for the benefit of the buyer; see escrow/title charts for fee based on sale price
4. **Mobile Notary:** notary public who is mobile and travels to clients to sign closing documents when escrow agent will not; estimate \$200
5. **Reconveyance Fee:** seller's lender may charge to pay off the existing loan; check with lender
6. **Real Property Transfer Tax:** seller pays this tax upon closing; \$5.10 per every \$1,000 of value (Clark County).
7. **Misc. Prorations:** water, sewer, garbage, CIC, bill etc.

C. Broker's Fees

1. **Brokerage Fee to Seller's Broker:** if you represent the seller, you will know this percentage and be able to calculate.
2. **Brokerage Fee to Cooperating Broker:** if you represent the seller, you will know this percentage and be able to calculate.
3. **Additional Compensation to Broker:** transaction fee; \$495 is common

D. CIC Fees

1. **CIC Demand Fee:** requests “pay off” statement showing any delinquent dues or fees; must contact the association
2. **Resale Package:** contains all CIC documents including CC&Rs; required by Nevada law to be paid by seller; estimate \$300

E. Misc. Costs

1. **Home Warranty:** if requested by buyer in offer; estimate \$495+
2. **Deposits & Rents:** for current tenants; see existing lease if applicable



WESTCOR LAND TITLE INSURANCE COMPANY

CLARK COUNTY

REV. 04/15/2021

TITLE RATES & ESCROW FEES | WESTCOR TITLE RATES: eff. DEC. 16, 2016 | SECURITY 1ST TITLE ESCROW FEES: eff. MARCH 10, 2021

Insurance Amount Up To	Homeowner's Policy	CLTA Owner's or ALTA Lender's	ALTA Lender's Concomit with CLTA Owner's	Escrow	Insurance Amount Up To	Homeowner's Policy	CLTA Owner's or ALTA Lender's	ALTA Lender's Concomit with CLTA Owner's	Escrow
50,000	528	480	246	600	800,000	2,585	2,350	1,088	1,400
60,000	572	520	264	605	820,000	2,631	2,392	1,106	1,420
70,000	616	560	282	610	840,000	2,677	2,434	1,125	1,440
80,000	660	600	300	615	860,000	2,724	2,476	1,144	1,455
90,000	704	640	318	620	880,000	2,770	2,518	1,163	1,465
100,000	748	680	336	625	900,000	2,816	2,560	1,182	1,475
110,000	787	715	352	635	920,000	2,862	2,602	1,201	1,495
120,000	825	750	368	645	940,000	2,908	2,644	1,220	1,515
130,000	864	785	383	655	960,000	2,955	2,686	1,239	1,535
140,000	902	820	399	665	980,000	3,001	2,728	1,258	1,555
150,000	941	855	415	675	1,000,000	3,047	2,770	1,277	1,575
160,000	979	890	431	690	1,050,000	3,152	2,865	1,319	1,600
170,000	1,018	925	446	705	1,100,000	3,256	2,960	1,362	1,625
180,000	1,056	960	462	720	1,150,000	3,361	3,055	1,405	1,650
190,000	1,095	995	478	735	1,200,000	3,465	3,150	1,448	1,675
200,000	1,133	1,030	494	750	1,250,000	3,570	3,245	1,490	1,700
210,000	1,163	1,057	506	760	1,300,000	3,674	3,340	1,533	1,725
220,000	1,192	1,084	518	770	1,350,000	3,779	3,435	1,576	1,750
230,000	1,222	1,111	530	780	1,400,000	3,883	3,530	1,619	1,775
240,000	1,252	1,138	542	790	1,450,000	3,988	3,625	1,661	1,800
250,000	1,282	1,165	554	800	1,500,000	4,092	3,720	1,704	1,825
260,000	1,311	1,192	566	815	1,550,000	4,191	3,810	1,745	1,850
270,000	1,341	1,219	579	830	1,600,000	4,290	3,900	1,785	1,875
280,000	1,371	1,246	591	845	1,650,000	4,389	3,990	1,826	1,900
290,000	1,400	1,273	603	860	1,700,000	4,488	4,080	1,866	1,925
300,000	1,430	1,300	615	875	1,750,000	4,587	4,170	1,907	1,950
320,000	1,476	1,342	634	905	1,800,000	4,686	4,260	1,947	1,975
340,000	1,522	1,384	653	935	1,850,000	4,785	4,350	1,988	2,000
360,000	1,569	1,426	672	955	1,900,000	4,884	4,440	2,028	2,025
380,000	1,615	1,468	691	965	1,950,000	4,983	4,530	2,069	2,050
400,000	1,661	1,510	710	975	2,000,000	5,082	4,620	2,109	2,075
420,000	1,707	1,552	728	995	2,050,000	5,181	4,710	2,150	2,100
440,000	1,753	1,594	747	1,015	2,100,000	5,280	4,800	2,190	2,125
460,000	1,800	1,636	766	1,037	2,150,000	5,379	4,890	2,231	2,150
480,000	1,846	1,678	785	1,061	2,200,000	5,478	4,980	2,271	2,175
500,000	1,892	1,720	804	1,085	2,250,000	5,577	5,070	2,312	2,200
520,000	1,938	1,762	823	1,105	2,300,000	5,676	5,160	2,352	2,225
540,000	1,984	1,804	842	1,125	2,350,000	5,775	5,250	2,393	2,250
560,000	2,031	1,846	861	1,145	2,400,000	5,874	5,340	2,433	2,275
580,000	2,077	1,888	880	1,165	2,450,000	5,973	5,430	2,474	2,300
600,000	2,123	1,930	899	1,185	2,500,000	6,072	5,520	2,514	2,325
620,000	2,169	1,972	917	1,205	2,550,000	6,171	5,610	2,555	2,350
640,000	2,215	2,014	936	1,225	2,600,000	6,270	5,700	2,595	2,375
660,000	2,262	2,056	955	1,253	2,650,000	6,369	5,790	2,636	2,400
680,000	2,308	2,098	974	1,289	2,700,000	6,468	5,880	2,676	2,425
700,000	2,354	2,140	993	1,325	2,750,000	6,567	5,970	2,717	2,450
720,000	2,400	2,182	1,012	1,335	2,800,000	6,666	6,060	2,757	2,475
740,000	2,446	2,224	1,031	1,345	2,850,000	6,765	6,150	2,798	2,500
760,000	2,493	2,266	1,050	1,360	2,900,000	6,864	6,240	2,838	2,525
780,000	2,539	2,308	1,069	1,380	3,000,000	7,062	6,420	2,919	2,575

The title rates are examples of rates for specific Liability amounts to be used for estimates and disclosures for policies underwritten by Westcor Land Title Insurance Company. Exact rates for your Owner's policy are calculated for closing based on the final sales price for the property. Please contact our office for title rates using our other underwriters.

* Please see other side for disclosures and possible discounts.

TITLE INSURANCE | CLOSINGS | 1031 EXCHANGE | CONTRACT SERVICING | **SECURITY1ST.COM**

III. Case Study (continued)**The Sale: Pages 24 – 41**

The following documents were submitted by Tom Peters. Tom now found a buyer for his own listing and consummated a sale for his buyers, Joe and Victoria Bippart and his sellers, the Agnews. Please circle, highlight, and/or make notes next to any errors you might find.

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:

- Each party for whom the licensee is acting as an agent in the real estate transaction, and
- Each unrepresented party to the real estate transaction, if any.

Licensee: The licensee in the real estate transaction is <u>Tom Peters</u> whose license permit number is <u>S.9876</u> .	
The licensee is acting for [client's name(s)]: <u>Joe Bippart and Victoria Bippart</u>	
who is are the <input type="checkbox"/> Seller/Landlord <input checked="" type="checkbox"/> Buyer/Tenant.	
Broker: The Broker is <u>Joseph Fitzpatrick</u>	
whose company is <u>Fitzpatrick Realty</u>	
Are there additional licensees involved in this transaction? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, Supplemental form 525A is required.	

Licensee's Duties Owed to All Parties:

A Nevada real estate licensee shall:

- Not deal with any party to a real estate transaction in a manner which is deceitful, fraudulent or dishonest.
- Exercise reasonable skill and care with respect to all parties to the real estate transaction.
- Disclose to each party to the real estate transaction as soon as practicable:
 - Any material and relevant facts, data or information which licensee knows, or with reasonable care and diligence the licensee should know, about the property.
 - Each source from which licensee will receive compensation.
- 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:

- Exercise reasonable skill and care to carry out the terms of the brokerage agreement and the licensee's duties in the brokerage agreement or property management agreement;
- 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;
- 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;
- 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 prescribed by the Division;
- Disclose to the client material facts of which the licensee has knowledge concerning the real estate transaction;
- Advise the client to obtain advice from an expert relating to matters which are beyond the expertise of the licensee; and
- 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.

Licensee Acting for Both Parties:

The Licensee

MAY AB OR MAY NOT AB

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:	_____
Seller/Landlord:	_____	Date:	_____	Time:	_____
OR					
Buyer/Tenant:	<u>Joe Bippart</u>	Date:	<u>9/23/26</u>	Time:	<u>4:33 PM</u>
Buyer/Tenant:	<u>[Signature]</u>	Date:	<u>9/23/26</u>	Time:	<u>4:33 PM</u>



BUYER BROKERAGE REPRESENTATION AGREEMENT



This agreement is designed to allow a buyer to engage a qualified, licensed professional for the purpose of viewing property, and receiving contract negotiation and advocacy services throughout the entire real estate offer and purchase process, for the types of property described below.

☒ **EXCLUSIVE Agreement**
(NOT working with another agent)

☐ **NON-Exclusive Agreement**

1. **PROPERTIES.** The undersigned buyer ("Buyer") engages the undersigned brokerage firm ("Broker") to represent Buyer concerning Buyer's purchase of the below-selected real property type(s) situated in the following locations ("Geographic Area"). Any real property introduced to Buyer, by Broker, in the Geographic Area shall be referred to as the "Property."

☒ Residential ☐ Investment ☐ Commercial ☐ Vacant Land ☐ Custom Build Job ☐ New Home
☐ Other: _____

Applicable City(s) Las Vegas, North Las Vegas, Henderson

Other Description (i.e., geographical area, zip code, single or multiple family, etc.):
Single Family

OR

☐ CHECK If this Agreement relates only to a specific Property or Properties - those Property(ies) is/are:

Address: _____

A.P.N. (if known): _____

Address: _____

A.P.N. (if known): _____

[Attach additional sheet if necessary]

2. **LENGTH OF AGREEMENT.** Subject to Section 14, this agreement begins on the date last signed by Buyer and Broker, and automatically ends on March 28th 2025 (at 11:59 p.m.), or upon the closing of a transaction, whichever is later (the "Term").

3. **BROKER FEE.** Buyer agrees to pay Broker, as provided below (the "Broker Fee") for any Properties involving the Broker's efforts under Section 5. The Broker Fee is NOT set by law or by any REALTOR® Association and is fully negotiable. The Broker Fee is (check those that apply):

☒ 3 % of the gross purchase price of the Property (as reflected on the final settlement statement)

☐ Exactly \$ _____;

☒ \$ 695 (to be paid towards Transaction Fee _____)

The Broker Fee is due and payable upon successful closing. If Buyer enters into an agreement to purchase any Property(ies), shown to them by this licensee, within 90 days following the expiration or earlier cancellation of this agreement, then Buyer shall pay the Broker Fee to Broker upon closing. The Broker Fee shall be in U.S. currency and paid at the time, and as a condition, of closing. This agreement shall act as escrow instructions for payment of the Broker Fee to Broker. This Section 3 shall survive the expiration or earlier cancellation of this agreement.



BUYER BROKERAGE REPRESENTATION AGREEMENT

4. **COLLECTING BROKER'S FEE FROM THE SELLER.** Buyer may choose to negotiate that the Broker Fee be paid, in whole or in part, by the seller as a credit to Buyer at closing and/or by the seller directly to Broker at closing. At Buyer's instruction, Broker will include either or both of these in Buyer's offer to purchase a property, and Broker will help Buyer negotiate these with a seller. Broker will not retain any amount from any source that exceeds the amount agreed above.
5. **DISCLOSURES:**
 - a. Buyer understands that depending on the circumstances, it may be necessary or appropriate for Broker to act as an agent of both parties for each such transaction. In such event, Broker will seek Buyers' consent to Broker's representation of additional parties as soon as practicable and will obtain the written "CONSENT TO ACT" form signed by all parties.
 - b. Buyer consents and acknowledges that OTHER POTENTIAL BUYERS represented by Broker may consider, make offers on or acquire interest in the same or similar properties as Buyer.
6. **BROKER'S EFFORTS.** Broker will exercise good faith efforts to: (a) locate and present suitable Properties to Buyer; (b) tour and prepare detailed analysis of specific properties per Buyer's request; (c) help Buyer prepare, negotiate, and secure a contract to purchase one or more Properties; (d) cooperate with any real estate licensee working with the seller to facilitate and complete the Buyer's purchase of the property; and (e) perform other services as needed and requested by Buyer.
7. **BUYER'S REPRESENTATIONS AND DUTIES.**
 - a. BUYER AGREES TO WORK EXCLUSIVELY with Broker and not with any other Broker, unless marked otherwise on pg 1.
 - b. BUYER AGREES TO FURNISH Broker with all relevant data, records, documents, and other information including loan pre-approval letters and proof of funds to purchase upon request of Broker and authorizes Broker to furnish copies to prospective Sellers, Landlords, Optionors, or Exchangers.
 - c. BUYER AGREES TO BE AVAILABLE to examine property(s) and responding in a timely manner to communications from Broker.
 - d. BUYER AGREES TO ACT IN GOOD FAITH to acquire the Property and conduct any and all inspections of the Property that Buyer deems material and/or important.
 - e. NEW HOMES/ LOT SALES: Some Sellers, (particularly new home subdivisions, open houses and for-sale-by-owner), will not compensate Broker unless Broker makes the first visit with Buyer. If Buyer makes a first visit without Broker, Buyer agrees to compensate Broker as stated in section 3, Broker Fee.
8. **FOR BEST EXPERIENCE.** Buyer is encouraged to be accompanied by Broker on Buyer's first visit to the Property, and to conduct all negotiations for the Property in good faith, and exclusively through Broker. Buyer understands that signing more than one buyer-broker representation agreement for any overlapping period of time could expose Buyer to liability for paying additional fees. Buyer is not a party to any active, exclusive buyer-broker representation agreements.

Buyer is a party to ____⁰ (insert number) active, non-exclusive buyer brokerage agreements.
9. **EQUAL HOUSING OPPORTUNITY:** It is the policy of the Broker to abide by all local, state, and federal laws prohibiting discrimination against any individual or group of individuals. The Broker has no duty to disclose the racial, ethnic, or religious composition of any neighborhood, community, or building, nor whether persons with disabilities are housed in any other home or facility, except that the agent may identify housing facilities meeting the needs of a disabled buyer.
10. **WIRE TRANSFER WARNING:** Electronic means of transferring money (i.e. EFT, ETF, wire transfer, electronic check, direct deposit, etc.) are subject to sophisticated cyber fraud attacks. These attacks are even more prevalent in real estate transactions due to the large sums of money being exchanged. Buyer is advised that Brokerage will not provide electronic transfer instructions by e-mail. Following money transfer instructions contained in an email from any party is inherently dangerous and should be verified. Buyer agrees that, if Buyer uses, or authorizes the use of, electronic transfer of funds in a transaction, Buyer hereby holds the Brokerages, their agents, and the designated title and escrow company harmless from any and all claims arising out of inaccurate transfer instructions, fraudulent interception of said funds and/or any other damage relating to the conduct of third parties influencing the transfer process or stealing funds.
11. **NEVADA LAW APPLIES:** This Agreement is executed in Nevada, and the laws of the State of Nevada will govern its interpretation and effect. The parties agree that Nevada, and the county in which the Property is located, is the appropriate forum for any arbitration related to this Agreement.



BUYER BROKERAGE REPRESENTATION AGREEMENT



12. AUTHORITY/CAPACITY: Buyer warrants that Buyer has the legal capacity, full power and authority to enter into this Agreement and consummate the transaction contemplated hereby on Buyer's own behalf or on behalf of the party Buyer represents. All Buyers executing this Agreement are jointly and severally liable for this performance of all its terms. Buyer's obligations to pay Broker is binding upon Buyer and Buyer's heirs, administrators, executors, successors and assignees.

13. ADDITIONAL TERMS:

14. CANCELLATION. Either party may cancel this agreement, effective upon delivery of written notice to the other party, unless Buyer is under contract to purchase the Property.

By signing below, Buyer and Broker agree to the terms set forth in this agreement.

Buyer 1: [Signature] Joe B. PART 9/23/26
(Signature) (Typed/Print Name) (Date) (Time)

(Telephone) (E-mail)

Buyer 2: [Signature] [Signature] 9/23/26
(Signature) (Typed/Print Name) (Date) (Time)

(Telephone) (E-mail)

Buyer 3: _____
(Signature) (Typed/Print Name) (Date) (Time)

(Telephone) (E-mail)

Buyer 4: _____
(Signature) (Typed/Print Name) (Date) (Time)

(Telephone) (E-mail)

BROKERAGE:

Designated Licensee: Tom Peters Designated Licensee Number: 8.19005
Telephone: 702-591-4545 Email: tom@gnail.com

Licensee Signature: Tom Peters Date: 9/23/26 Time: 4:47pm
Company: Fitzpatrick Realty Broker Name: Joe Fitzpatrick

Broker License Number: 8.26205

Broker Signature: [Signature] Date: 9/23/26 Time: 6:15pm
Address: _____ City _____ State _____ Zip _____

Telephone: _____ Fax: _____ Email: _____

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: 8524 Estrelita Drive

Las Vegas, NV 89128

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 Tom Peters ("Licensee") whose license number is S.9876 and who is affiliated with Fitzpatrick Realty ("Brokerage").

Seller/Landlord Daniel and Michelle Agnew
Print Name

Buyer/Tenant Joe and Victoria Bippart
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 1 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 have acknowledged receipt of a copy of this list of licensee duties, and have read and understand this disclosure.			
<u>[Signature]</u> Seller/Landlord	<u>9/23/26</u> Date	<u>11:02</u> Time	<u>[Signature]</u> Buyer/Tenant
<u>Michelle Agnew</u> Seller/Landlord	<u>9/23/26</u> Date	<u>11:02</u> Time	<u>[Signature]</u> Buyer/Tenant
			<u>9/23/26</u> Date
			<u>2:18 PM</u> Time

Approved Nevada Real Estate Division
Replaces all previous editions

Page 1 of 1

524
Revised 05/01/05



RESIDENTIAL PURCHASE AGREEMENT



(Joint Escrow Instructions)

Date 9/23/26
 1 Joseph Bippart and Victoria Bippart
 2 ("Buyer", hereby offers to purchase
 3 8524 Estrelita Dr ("Property"),
 4 within the city or unincorporated area of Las Vegas, County of Clark,
 5 State of Nevada, Zip 89128 A.P.N # 138-20-714-009 for the purchase price of
 6 \$ 690,000 (six hundred ninety thousand (dollars) ("Purchase Price")
 7 on the terms and conditions contained herein: BUYER ☐ does -OR- ☐ does not intend to occupy the Property as a residence.

Buyer's Offer

1. FINANCIAL TERMS & CONDITIONS:

11 \$ 4,000 A. EARNEST MONEY DEPOSIT ("EMD") is evidenced by:
 12 ☐ Check ☒ Wire transfer ☐ Other: _____
 13 The EMD shall be deposited within one (1) or _____ business day(s) following the date of Acceptance
 14 (as defined in Section 24) into the account of: ☒ Escrow Holder, ☐ Buyer's Broker Trust Account OR
 15 ☐ Seller's Broker's Trust Account.
 16
 17 \$ 6,000 B. ADDITIONAL DEPOSIT to be placed in escrow on or before (date) 9/15/26. The
 18 additional deposit ☐ will —OR— ☐ will not be considered part of the EMD. (Any conditions on the
 19 additional deposit should be set forth in Section 30 herein.)
 20
 21 \$ 670,000 C. THIS AGREEMENT IS CONTINGENT UPON BUYER QUALIFYING FOR A NEW LOAN:
 22 ☒ Conventional ☐ FHA ☐ VA ☐ Other (specify) _____
 23
 24 \$ _____ D. THIS AGREEMENT IS CONTINGENT UPON BUYER QUALIFYING TO ASSUME THE
 25 FOLLOWING EXISTING LOAN(s):
 26
 27 Interest ☐ Fixed rate, _____ years —OR— ☐ Adjustable Rate, _____ years. Seller further agrees to provide
 28 the Promissory Note and the most recent monthly statement of all loans to be assumed by Buyer within FIVE
 29 (5) calendar days following the date of Acceptance.
 30
 31 \$ _____ E. BUYER TO EXECUTE A PROMISSORY NOTE SECURED BY DEED OF TRUST PER TERMS
 32 IN THE "FINANCING ADDENDUM" which is attached hereto.
 33
 34 \$ _____ F. BALANCE OF PURCHASE PRICE (Balance of Down Payment) in Good Funds to be paid prior to Close
 35 of Escrow ("COE").
 36
 37 \$ 690 000 G. TOTAL PURCHASE PRICE (This price DOES NOT include closing costs, prorations, or other fees and
 38 costs associated with the purchase of the Property as defined herein.
 39
 40

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(s): Joseph Bippart Victoria Bippart

BUYER(S) INITIALS: JB / VB

Property Address: 8524 Estrelita Dr

SELLER(S) INITIALS: JA / MA

Residential Purchase Agreement Rev. 10/25

©2022 Greater Las Vegas Association of REALTORS®

Page 1 of 11

- 1 2. **BUYER REPRESENTATIVE/BUYER BROKER COMPENSATION:** At the close of escrow or the exchange of
2 the subject property, Seller shall pay the Buyer's Representative/Buyer's Broker ("Buyer's Representative/Buyer's
3 Broker") ³ _____ % of the gross sales price of the property or \$ ^{N/A} _____. Upon execution of this Residential
4 Purchase Agreement or subsequent Counter Offer(s), this clause is no longer negotiable exclusively between Buyer
5 and Seller and any modification thereafter must be ratified in writing by the Buyer's Representative/Buyer's Broker.
6
7 3. **ADDITIONAL FINANCIAL TERMS & CONTINGENCIES:**
8
9 A. **NEW LOAN APPLICATION:** Within ³ _____ business days following the date of Acceptance, Buyer agrees
10 to (1) submit completed loan application to a lender of Buyer's choice and (2) furnish a preapproval letter to
11 Seller based upon a standard factual credit report and review of debt-to-income ratios. If Buyer fails to complete
12 any of these conditions within the applicable time frame, Seller reserves the right to terminate this Agreement. In
13 such event, both parties agree to cancel the escrow and return EMD to Buyer. Buyer shall use Buyer's best efforts
14 to obtain financing under the terms and conditions outlined in this Agreement.
15
16 B. **APPRAISAL CONTINGENCY:** Buyer's obligation to purchase the property is contingent upon the property
17 appraising for not less than the Purchase Price. If after the completion of an appraisal by a licensed appraiser,
18 Buyer receives written notice from the lender or the appraiser that the Property has appraised for less than the
19 purchase price (a "Notice of Appraised Value") Buyer may attempt to renegotiate or cancel the RPA by providing
20 written notice to the Seller (with a copy of the Appraisal) no later than _____ calendar days following the date
21 of Acceptance of the RPA; whereupon Buyer is entitled to a whole refund of their EMD, referenced in Section
22 1(A), by a fully cooperated and executed cancellation of escrow instructions and the release of Buyer's funds
23 through their reserved right to cancel pursuant to this contingency per NRS 645A.175. ~~IF this Residential~~
24 ~~Purchase Agreement is not cancelled, in writing on or before the Appraisal Deadline, Buyer shall be~~
25 ~~deemed to have waived the appraisal contingency.~~
26
27 C. **LOAN CONTINGENCY:** Buyer's obligation to purchase the property is contingent upon Buyer obtaining the
28 loan referenced in Section 1(C) or 1(D) of the RPA unless otherwise agreed in writing. Buyer shall remove the
29 loan contingency in writing, attempt to renegotiate, or cancel the RPA by providing written notice to the Seller
30 no later than ²⁰ _____ calendar days following the date of Acceptance of the RPA; whereupon Buyer is entitled
31 to a whole refund of their EMD, referenced in Section 1(A), by a fully cooperated and executed cancellation of
32 escrow instructions and the release of Buyer's funds through their reserved right to cancel pursuant to this
33 contingency per NRS 645A.175. ~~IF this Residential Purchase Agreement is not cancelled, in writing on or~~
34 ~~before the Loan Contingency Deadline, Buyer shall be deemed to have waived the loan contingency.~~
35
36 D. **CASH PURCHASE:** Within ^{N/A} _____ business days following the date of Acceptance, Buyer agrees to provide
37 written evidence from a bona fide financial institution of sufficient cash available to complete this purchase. If Buyer
38 does not submit the written evidence within the above period, Seller reserves the right to terminate this Agreement.
39
40 4. **SALE OF OTHER PROPERTY:**
41
42 A. This Agreement is NOT contingent upon the sale of any property owned by the Buyer. —OR—
43
44 B. ☐ (if checked): The attached Contingent Upon Sale Addendum is hereby incorporated into this agreement.
45
46 5. **FIXTURES AND PERSONAL PROPERTY:** The following items will be transferred, free of liens, with the sale of
47 the Property with no real value unless stated otherwise herein. Unless an item is covered under Section 8(F) of this
48 Agreement, all items are transferred in an "AS IS" condition. All EXISTING fixtures and fittings including, but not
49 limited to: electrical, mechanical, lighting, plumbing and heating fixtures, ceiling fan(s), fireplace insert(s), gas logs
50 and grates, solar power system(s), built-in appliance(s) including ranges/ovens, window and door screens, awnings,
51 shutters, window coverings, attached floor covering(s), television antenna(s), satellite dish(es), private integrated
52 telephone systems, air coolers/conditioner(s), pool/spa equipment, garage door opener(s)/remote control(s), mailbox,
53 in-ground landscaping, trees/shrub(s), water softener(s), water purifiers, security systems/alarm(s).
54
55 The following additional items of personal property are also included:
56 _____
57 _____
58 _____

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(s): Joseph Bippart Victoria Bippart

BUYER(S) INITIALS: JB / VB / /

Property Address: 8524 Estrella Dr

SELLER(S) INITIALS: DA / MA / /

Residential Purchase Agreement Rev. 10/25

©2022 Greater Las Vegas Association of REALTORS®

Page 2 of 11

6. **ESCROW:**

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

B. EARNEST MONEY: Following the date of Acceptance, Buyer's EMD as shown in Section 1(A), and 1(B) if applicable, of this Agreement, shall be deposited pursuant to the language in Section 1(A) and 1(B) if applicable, and subject to NRS 645A.175.

C. CLOSE OF ESCROW: Close of Escrow ("COE") shall be on or before 10/30/26 10/15/26 (date). If the designated date falls on a weekend or holiday, COE shall be the next business day.

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

7. **TITLE INSURANCE:** This Purchase Agreement is contingent upon the Seller's ability to deliver, good and marketable title as evidenced by a policy of title insurance, naming Buyer as the insured in an amount equal to the purchase price, furnished by the title company identified in Section 6(A). Said policy shall be in the form necessary to effectuate marketable title or its equivalent and shall be paid for as set forth in Section 9(A).

8. **BUYER'S DUE DILIGENCE:** Buyer's obligation ☒ is **OR** ☐ is not conditioned on the Buyer's Due Diligence as defined in this section 8(A) below. This condition is referred to as the "Due Diligence Condition". If checked in the affirmative, Sections 8 (A) through (C) shall apply. Otherwise, they do not. Buyer shall have 10 calendar days following the date of Acceptance of the RPA (as defined in Section 24 herein) to complete Buyer's Due Diligence. Seller agrees to cooperate with Buyer's Due Diligence. **Seller shall ensure that all necessary utilities (gas, power and water) and all operable pilot lights are on for Buyer's investigations and through the close of escrow.**

A. PROPERTY INSPECTION/CONDITION: During the Due Diligence Period, Buyer shall take such action as Buyer deems necessary to determine whether the Property is satisfactory to Buyer, including, but not limited to, whether the Property is insurable to Buyer's satisfaction, whether there are unsatisfactory conditions surrounding or otherwise affecting the Property (such as location of flood zones, airport noise, noxious fumes or odors, environmental substances or hazards, whether the Property is properly zoned, locality to freeways, railroads, places of worship, schools, golf courses, etc.) or any other concerns Buyer may have related to the Property. During such Period, Buyer shall have the right to conduct, non-invasive/ non-destructive inspection of all structural, roofing, mechanical, electrical, plumbing, heating/air conditioning, water/well/septic, pool/spa, survey, square footage, and any other property or systems, through licensed and bonded contractors or other qualified professionals. Seller agrees to provide reasonable access to the Property to Buyer and Buyer's inspectors. Buyer agrees to indemnify and hold Seller harmless with respect to any injuries suffered by Buyer or third parties present at Buyer's request while on Seller's Property conducting such inspections, tests or walk-throughs. Buyer's indemnity shall not apply to any injuries suffered by Buyer or third parties present at Buyer's request that are the result of an intentional tort, gross negligence or any misconduct or omission by Seller, Seller's Agent or other third parties on the Property. Buyer is advised to consult with appropriate professionals regarding neighborhood or Property conditions, including but not limited to: schools, proximity and adequacy of law enforcement; proximity to commercial, industrial, or agricultural activities; crime statistics; fire protection; other governmental services; existing and proposed transportation; construction and development; noise or odor from any source; and other nuisances, hazards or circumstances. If Buyer cancels this Agreement due to a specific inspection report, Buyer shall provide Seller at the time of cancellation with a copy of the report containing the name, address, and telephone number of the inspector.

B. BUYER'S RIGHT TO CANCEL OR RESOLVE OBJECTIONS: If Buyer determines, in Buyer's sole discretion, that the results of the Due Diligence are unacceptable, Buyer may either: (i) no later than the Due Diligence Deadline referenced in Section 8, cancel the Residential Purchase Agreement by providing written notice to the Seller, whereupon Buyer is entitled to a whole refund of their EMD, referenced in Section 1(A), by

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(s): Joseph Bippart Victoria Bippart

BUYER(S) INITIALS: JB / VB

Property Address: 8524 Estrella Dr

SELLER(S) INITIALS: DA / MA

Residential Purchase Agreement Rev. 10/25

©2022 Greater Las Vegas Association of REALTORS®

Page 3 of 11

a fully cooperated and executed cancellation of escrow instructions and the release of Buyer's funds through their reserved right to cancel pursuant to this provision (NRS 645A.175) or (ii) no later than the Due Diligence Deadline referenced in Section 8, resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence.

C. FAILURE TO CANCEL OR RESOLVE OBJECTIONS: If Buyer fails to cancel the Residential Purchase Agreement or fails to resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence, as provided in Section 8, **Buyer shall be deemed to have waived the Due Diligence Condition.**

BUYER'S INITIALS: JB / JB /

D. INSPECTIONS: 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 and all operable pilot lights) are turned on and supplied to the Property within two (2) business days following the date of Acceptance of this Agreement, to remain on until close of escrow ("COE"). It is strongly recommended that Buyer retain licensed Nevada professionals to conduct inspections. If any inspection is not completed and requests for 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. The foregoing expenses for inspections will be paid outside of Escrow unless the Parties present instructions to the contrary prior to COE, along with the applicable invoice. (Identify which party shall pay for the inspection noted below either: SELLER, BUYER, 50/50, WAIVED OR N/A.)

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

E. ADDITIONAL INSPECTIONS AND/OR CERTIFICATIONS: In the event an inspection reveals areas of concern with the roof, septic system, well, wood burning device/chimney or the possible presence of a fungal contaminant, or any other issue/concern that was discovered on the home inspection or any other disclosures per section 12, Buyer reserves the right to require a certification or additional inspections within their due diligence period. The expenses for certifications or additional inspections 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.

F. BUYER'S REQUEST FOR REPAIRS: It is Buyer's responsibility to inspect the Property sufficiently as to satisfy Buyer's use. Buyer reserves the right to request repairs, based upon the Seller's Real Property Disclosure or items which materially affect value or use of the Property revealed by an inspection, certification or appraisal. Items of a general maintenance or cosmetic nature which do not materially affect value or use of the Property, which existed at the time of Acceptance, and which are not expressly addressed in this Agreement are deemed accepted by the Buyer, except as otherwise provided in this Agreement. The Brokers herein have no responsibility to assist in the payment of any repair, correction or deferred maintenance on the Property which may have been revealed by the above inspections, agreed upon by the Buyer and Seller or requested by one party.

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(s): Joseph Bippart Victoria Bippart

BUYER(S) INITIALS: JB / JB /

Property Address: 8524 Estrelita Dr

SELLER(S) INITIALS: DA / MA /

Residential Purchase Agreement Rev. 10/25

©2022 Greater Las Vegas Association of REALTORS®

Page 4 of 11

9. **FEES, AND PRORATIONS** (Identify which party shall pay the costs noted below either: SELLER, BUYER, 50/50, WAIVED or N/A.)

A. TITLE, ESCROW & APPRAISAL FEES:

Type	Paid By	Type	Paid By	Type	Paid By
Escrow Fees	Buyer	Lender's Title Policy	Buyer	Owner's Title Policy	Seller
Real Property Transfer Tax	Seller	Appraisal	Buyer	Other:	N/A

B. PRORATIONS: Any and all rents, taxes, interest, homeowner association fees, trash service fees, sewer service fees, payments on bonds, SIDs, LIDs, and assessments assumed by the Buyer, and other expenses of the property shall be prorated as of the date of the recordation of the deed. Security deposits, advance rentals or considerations involving future lease credits shall be credited to the Buyer. All prorations will be based on a 30-day month and will be calculated as of COE. Prorations will be based upon figures available at closing. Any supplements or adjustments that occur after COE will be handled by the parties outside of Escrow.

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

D. CLOSING FEES: In addition to the Seller's expenses identified in this Agreement, Seller agrees to contribute: ☐ \$0, or ☐ % of the total purchase price toward Buyer's closing costs. These costs may include, but are not limited to: lender fees, title and escrow fees, and the Buyer's recurring or non-recurring closing expenses.

E. HOME PROTECTION PLAN: Buyer and Seller acknowledge that they have been made aware of Home Protection Plans that provide coverage to Buyer after COE. Buyer ☐ waives ~~OR~~ ☒ requires a Home Protection Plan with Old Republic Home Warranty. ☐ Seller ~~OR~~ ☒ Buyer will pay for the Home Protection Plan at a price not to exceed \$700. Buyer will order the Home Protection Plan. Neither Seller nor Brokers make any representation as to the extent of coverage or deductibles of such plans.

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

11. **COMMON-INTEREST COMMUNITIES:** If the Property is subject to a Common Interest Community ("CIC"), Seller shall provide AT SELLER'S EXPENSE the CIC documents as required by NRS 116.4109 (collectively, the "resale package"). Seller shall request the resale package within two (2) business days following the date of Acceptance and provide the same to Buyer within one (1) business day of Seller's receipt thereof.

- Pursuant to NRS 116.4109, Buyer may cancel this Agreement without penalty until midnight of the fifth (5th) calendar day following the date of receipt of the resale package. If Buyer elects to cancel this Agreement pursuant to this statute, he/she must deliver, via hand delivery, prepaid U.S. mail, or electronic transmission, a written notice of cancellation to Seller or his or her authorized agent.
- If Buyer does not receive the resale package within fifteen (15) calendar days following the date of Acceptance, this Agreement may be cancelled in full by Buyer without penalty. Notice of cancellation shall be delivered pursuant to Section 25 of the RPA.
- Upon such written cancellation, Buyer shall promptly receive a refund of the EMD. The parties agree to execute any documents requested by ESCROW HOLDER to facilitate the refund. If written cancellation is not received within the specified time period, the resale package will be deemed approved. Seller shall pay all outstanding CIC fines or penalties at COE.

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(s): Joseph Bippart Victoria Bippart

BUYER(S) INITIALS: JB / VB

Property Address: 8524 Estrelita Dr

SELLER(S) INITIALS: [Signature]

Residential Purchase Agreement Rev. 10/25

©2022 Greater Las Vegas Association of REALTORS®

Page 5 of 11

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

Type	Paid By	Type	Paid By
CIC Demand	Seller	CIC Capital Contribution	Buyer
Final Inspection Fee	N/A	CIC Transfer Fee/Setup Fee	Buyer

12. DISCLOSURES: Within five (5) calendar days following the date of Acceptance of this Agreement, Seller will provide the following Disclosures and/or documents. Check applicable boxes.

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

13. FAIR HOUSING COMPLIANCE AND DISCLOSURES: All properties are offered without regard to race, color, religion, sex, national origin, age, gender identity or expression, familial status, sexual orientation, ancestry, or handicap and any other current requirements of federal or state fair housing laws.

14. WALK-THROUGH INSPECTION OF PROPERTY: Buyer is entitled under this Agreement to a walk-through of the Property within 2 calendar days prior to COE to ensure 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 this Agreement was Accepted by Seller and Buyer. To facilitate Buyer's walk-through, Seller is responsible for keeping all necessary utilities on, including all operable pilot lights. If any systems cannot be checked by Buyer on walk-through due to non-access or no power/gas/water, then Buyer reserves the right to hold Seller responsible for defects which could not be detected on walk-through because of lack of such access or power/gas/water. The purpose of the walk-through is to confirm (a) the Property is being maintained (b) repairs, if any, have been completed as agreed, and (c) Seller has complied with Seller's other obligations. **If Buyer elects not to conduct a walk-through inspection prior to COE, then all systems, items and aspects of the Property are deemed satisfactory, and Buyer releases Seller's liability for costs of any repair that would have reasonably been identified by a walk-through inspection, except as otherwise provided by law.**

15. DELIVERY OF POSSESSION: Seller shall deliver the Property along with any keys, alarm codes, garage door opener/controls and, if freely transferable, parking permits and gate transponders outside of Escrow, upon COE. Seller agrees to vacate the Property and leave the Property in a neat and orderly, broom-clean condition and tender possession no later than ☒ **COE** -OR- _____. In the event Seller does not vacate the Property by this time, Seller shall be considered a trespasser in addition to Buyer's other legal and equitable remedies. Any personal property left on the Property after the date indicated in this section shall be considered abandoned by Seller.

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

17. ASSIGNMENT OF THIS AGREEMENT: Unless otherwise stated herein, this Agreement is non-assignable unless agreed upon in writing by all parties.

18. CANCELLATION OF AGREEMENT: In the event this Agreement is properly cancelled in accordance with the terms contained herein, the Buyer is entitled to a whole refund of their EMD, referenced in Section 1(A), by a fully cooperated and executed cancellation of escrow instructions. Neither Buyer nor Seller will be reimbursed for any expenses incurred in conjunction with due diligence, inspections, appraisals or any other matters pertaining to this transaction (unless otherwise provided herein or except as otherwise provided by law).

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(s): Joseph Blipart Victoria Blipart

BUYER(S) INITIALS: JB / VB /

Property Address: 8524 Estrellita Dr

SELLER(S) INITIALS: [Signature] /

Residential Purchase Agreement Rev. 10/25

©2022 Greater Las Vegas Association of REALTORS®

Page 6 of 11

19. **DEFAULT:**

A. **MEDIATION:** Before any legal action is taken to enforce any term or condition under this Agreement, the parties agree to engage in mediation, a dispute resolution process, through a mediator mutually agreed upon by the parties. Mediation fees, if any, shall be divided equally among the parties involved. Notwithstanding the foregoing, in the event the Buyer finds it necessary to file a claim for specific performance, this section shall not apply. Each party is encouraged to have an independent lawyer of their choice review this mediation provision before agreeing thereto. By initialing below, the parties confirm that they have read and understand this section and voluntarily agree to the provisions thereof.

BUYER(S) INITIALS: JB / VB / / SELLER(S) INITIALS: DA / MA / /

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

C. **IF BUYER DEFAULTS:** If Buyer defaults in performance under this Agreement, as Seller's sole legal recourse, Seller may retain, as liquidated damages, the EMD. In this respect, the Parties agree that Seller's actual damages would be difficult to measure and that the EMD is in fact a reasonable estimate of the damages that Seller would suffer as a result of Buyer's default. Seller understands that any additional deposit not considered part of the EMD in Section 1(B) herein will be immediately released by ESCROW HOLDER to Buyer.

Instructions to Escrow

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

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

Brokers

22. **BROKER'S COMPENSATION/FEES:** Buyer herein requires, and Seller agrees, as a condition of this Agreement per Section 2, that Seller will pay Listing Broker and Buyer's Broker, who becomes by this clause a third-party beneficiary to this Agreement, that certain sum and/or percentage of the Purchase Price (commission), that Seller, or Seller's Broker, offered for the procurement of ready, willing and able Buyer per this Residential Purchase Agreement. Seller understands and agrees that if Seller defaults hereunder, Buyer's Broker, as a third-party beneficiary of this Agreement, has the right to pursue all legal recourse against Seller for any commission due. In addition to any amount due to Buyer's Broker from Seller or Seller's Broker, Buyer ☐ will -OR- ☐ will not pay Buyer's Broker additional compensation in an amount determined between the Buyer and Buyer's Broker.

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(s): Joseph Bippart Victoria Bippart

BUYER(S) INITIALS: JB / VB / /

Property Address: 8524 Estrelita Dr

SELLER(S) INITIALS: DA / MA / /

Residential Purchase Agreement Rev. 10/25

©2022 Greater Las Vegas Association of REALTORS®

Page 7 of 11

23. **HOLD HARMLESS AND WAIVER OF CLAIMS:** Buyer and Seller agree that they are not relying upon any representations made by Brokers or Broker's agent. Buyer acknowledges that at COE, the Property will be sold AS-IS, WHERE-IS without any representations or warranties, unless expressly stated herein. Buyer agrees to satisfy himself/herself, as to the condition of the Property, prior to COE. Buyer acknowledges that any statements of acreage or square footage by Brokers are simply estimates, and Buyer agrees to make such measurements, as Buyer deems necessary, to ascertain actual acreage or square footage. Buyer waives all claims against Brokers or their agents for (a) defects in the Property; (b) inaccurate estimates of acreage or square footage; (c) environmental waste or hazards on the Property; (d) the fact that the Property may be in a flood zone; (e) the Property's proximity to freeways, airports or other nuisances; (f) the zoning of the Property; (g) tax consequences; or (h) factors related to Buyer's failure to conduct walk-throughs or inspections. Buyer assumes full responsibility for the foregoing and agrees to conduct such tests, walk-throughs, inspections and research, as Buyer deems necessary. In any event, Broker's liability is limited, under any and all circumstances, to the amount of that Broker's commission/fee received in this transaction.

Other Matters

24. **DEFINITIONS:** "Acceptance" means the date that both parties have consented to a final, binding contract by affixing their signatures to this Agreement and all counteroffers and said Agreement and all counteroffers have been delivered to both parties pursuant to Section 25 herein. "Agent" means a licensee working under a Broker or licensees working under a developer. "Agreement" includes this document as well as all accepted counteroffers and addenda. "Appraisal" means a written appraisal or Notice of Value as required by any lending institution prepared by a licensed or certified professional. "Bona Fide" means genuine. "Buyer" means one or more individuals or the entity that intends to purchase the Property. "Broker" means the Nevada licensed real estate broker listed herein representing Seller and/or Buyer (and all real estate agents associated therewith). "Business Day" excludes Saturdays, Sundays, and legal holidays. "Calendar Day" means a calendar day from/to midnight unless otherwise specified. "CFR" means the Code of Federal Regulations. "CIC" means Common Interest Community (formerly known as "HOA" or homeowners' associations). "CIC Capital Contribution" means a one-time non-administrative fee, cost or assessment charged by the CIC upon change of ownership. "CIC Transfer Fees" means the administrative service fee charged by a CIC to transfer ownership records. "Close of Escrow (COE)" means the time of recordation of the deed in Buyer's name. "Default" means the failure of a Party to observe or perform any of its material obligations under this Agreement. "Delivered" means personally delivered to Parties or respective Agents, transmitted by facsimile machine, electronic means, overnight delivery, or mailed by regular mail. "Down Payment" is the Purchase Price less loan amount(s). "EMD" means Buyer's earnest money deposit. "Escrow Holder" means the neutral party that will handle the closing. "FHA" is the U.S. Federal Housing Administration. "GLVAR" means the Greater Las Vegas Association of REALTORS®. "Good Funds" means an acceptable form of payment determined by ESCROW HOLDER in accordance with NRS 645A.171. "IRC" means the Internal Revenue Code (tax code). "LID" means Limited Improvement District. "N/A" means not applicable. "NAC" means Nevada Administrative Code. "NRS" means Nevada Revised Statutes as Amended. "Party" or "Parties" means Buyer and Seller. "PITI" means principal, interest, taxes, and hazard insurance. "PMI" means private mortgage insurance. "PST" means Pacific Standard Time and includes daylight savings time if in effect on the date specified. "PTR" means Preliminary Title Report. "Property" means the real property and any personal property included in the sale as provided herein. "Receipt" means delivery to the party or the party's agent. "RPA" means Residential Purchase Agreement. "Seller" means one or more individuals or the entity that is the owner of the Property. "SID" means Special Improvement District. "Title Company" means the company that will provide title insurance. "USC" is the United States Code. "VA" is the Veterans Administration.

25. SIGNATURES, DELIVERY, AND NOTICES:

- A. This Agreement may be signed by the parties on more than one copy, which, when taken together, each signed copy shall be read as one complete form. This Agreement (and documents related to any resulting transaction) may be signed by the parties manually or digitally. Facsimile signatures may be accepted as original.
- B. When a Party wishes to provide notice as required in this Agreement, such notice shall be sent regular mail, personal delivery, overnight delivery, by facsimile, and/or by electronic transmission to the Agent for that Party. The notification shall be effective when postmarked, received, faxed, delivery confirmed, and/or read receipt confirmed in the case of email. Delivery of all instruments or documents associated with this Agreement shall be delivered to the Agent for Seller or Buyer if represented. Any cancellation notice shall be contemporaneously delivered to Escrow in the same manner.

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(s): Joseph Blipart Victoria Blipart

BUYER(S) INITIALS: JB / VB /

Property Address: 8524 Estrelita Dr

SELLER(S) INITIALS: MA /

Residential Purchase Agreement Rev. 10/25

©2022 Greater Las Vegas Association of REALTORS®

Page 8 of 11

- 1 **26. IRC 1031 EXCHANGE:** Seller and/or Buyer may make this transaction part of an IRC 1031 exchange. The party
2 electing to make this transaction part of an IRC 1031 exchange will pay all additional expenses associated therewith,
3 at no cost to the other party. The other party agrees to execute any and all documents necessary to effectuate such an
4 exchange.
5
6 **27. HUD/VA/FHA ESCAPE CLAUSE:** “It is expressly agreed that, notwithstanding any other provisions of this
7 contract, the purchaser shall not be obligated to complete the purchase of the property described herein or incur any
8 penalty by forfeiture of earnest money or otherwise unless the purchaser has been given, in accordance with
9 HUD/FHA or VA requirements, a written statement issued by the Federal Housing Commissioner, Department of
10 Veterans Affairs, or a Direct Endorsement Lender setting forth the appraised value of the property of not less than the
11 agreed upon contract purchase price. The purchaser shall, however, have the privilege and option of proceeding with
12 the consummation of this contract without regard to the amount of the appraised valuation. The appraised valuation is
13 arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure or
14 percent the Department of Veterans Affairs will guarantee. HUD/FHA or VA does not warrant the value or condition
15 of the property. The purchaser should satisfy himself/herself that the price and condition of the property are acceptable.
16
17 **28. OTHER ESSENTIAL TERMS:** Time is of the essence emphasizes the punctual performance of each and every
18 essential requirement of the Agreement. It is important for all parties to meet the deadlines and complete their
19 obligations on time. No change, modification or amendment of this Agreement shall be valid or binding unless such
20 change, modification or amendment shall be in writing and signed by each party. This Agreement will be binding
21 upon the heirs, beneficiaries and devisees of the parties hereto. This Agreement is executed and intended to be
22 performed in the State of Nevada, and the laws of that state shall govern its interpretation and effect. The parties agree
23 that the county and state in which the Property is located is the appropriate forum for any action relating to this
24 Agreement. Should any party hereto retain counsel for the purpose of initiating litigation to enforce or prevent the
25 breach of any provision hereof, or for any other judicial remedy, then the prevailing party shall be entitled to be
26 reimbursed by the losing party for all costs and expenses incurred thereby, including, but not limited to, reasonable
27 attorney’s fees and costs incurred by such prevailing party.
28

29 **THIS IS A LEGALLY BINDING CONTRACT.** All parties are advised to seek independent legal and tax advice to
30 review the terms of this Agreement.
31

32 **THIS FORM HAS BEEN APPROVED BY THE GREATER LAS VEGAS ASSOCIATION OF REALTORS®**
33 **(GLVAR). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY**
34 **PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO**
35 **ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN**
36 **APPROPRIATE PROFESSIONAL.**
37

38 **29. ADDENDUM/ADDENDA ATTACHED:** N/A
39
40
41

42 **30. ADDITIONAL TERMS:** N/A
43
44
45
46
47
48
49
50
51
52

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(s): Joseph Bippart Victoria Bippart

BUYER(S) INITIALS: JB / VB

Property Address: 8524 Estrelita Dr

SELLER(S) INITIALS: DA / MA

Residential Purchase Agreement Rev. 10/25

©2022 Greater Las Vegas Association of REALTORS®

Page 9 of 11

Buyer's Acknowledgement of Offer

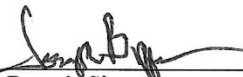
Confirmation of Representation: The Buyer is represented in this transaction by:


Buyer's Broker: Joseph Fitzpatrick Agent's Name: Tom Peters
 Company Name: Fitzpatrick Realty Agent's License Number: S.9876
 Broker's License Number: B.26205 Office Address: 1234 Main Street
 Phone: 702-555-1212 City, State, Zip: Las Vegas, NV 89101
 Fax: _____ Email: tomp@gmail.com

BUYER LICENSEE DISCLOSURE OF INTEREST: Pursuant to NRS 645.252(1)(c), a real estate licensee must disclose if he/she is a principal in a transaction or has an interest in a principal to the transaction. Licensee declares that he/she:

☒ **DOES NOT** have an interest in a principal to the transaction. **-OR-** ☐ **DOES** have the following interest, direct or indirect, in this transaction: ☐ Principal (Buyer) **-OR-** ☐ family or firm relationship with Buyer or ownership interest in Buyer (if Buyer is an entity): (specify relationship) _____

Seller must respond by: 6:00 ☐ AM ☒ PM on (month) Sept, (day) 24, (year) 2026. 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. Following the date of Acceptance, Buyer agrees to be bound by each provision of this Agreement, and all signed addenda, disclosures, and attachments.

 Joseph Bippart 9/23/26 2 : 24 ☐ AM ☒ PM
 Buyer's Signature Buyer's Printed Name Date Time

 Victoria Bippart 9/23/26 2 : 24 ☐ AM ☒ PM
 Buyer's Signature Buyer's Printed Name Date Time

 Buyer's Signature Buyer's Printed Name Date Time ☐ AM ☐ PM

 Buyer's Signature Buyer's Printed Name Date Time ☐ AM ☐ PM

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(s): Joseph Bippart Victoria Bippart BUYER(S) INITIALS: JB / VB

Property Address: 8524 Estrelita Dr SELLER(S) INITIALS: DA / MA

Residential Purchase Agreement Rev. 10/25

©2022 Greater Las Vegas Association of REALTORS®

Page 10 of 11

Seller's Response

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

Seller's Broker: <u>Joseph Fitzpatrick</u>	Agent's Name: <u>Tom Peters</u>
Company Name: <u>Fitzpatrick Realty</u>	Agent's License Number: <u>S.9876</u>
Broker's License Number: <u>B.26205</u>	Office Address: <u>1234 Main Street</u>
Phone: <u>702-555-1212</u>	City, State, Zip: <u>Las Vegas, NV 89101</u>
Fax: _____	Email: <u>tomp@gmail.com</u>

SELLER LICENSEE DISCLOSURE OF INTEREST: Pursuant to NRS 645.252(1)(c), a real estate licensee must disclose if he/she is a principal in a transaction or has an interest in a principal to the transaction. Licensee declares that he/she:

☒ **DOES NOT** have an interest in a principal to the transaction. **-OR-** ☐ **DOES** have the following interest, direct or indirect, in this transaction: ☐ Principal (Seller) **-OR-** ☐ family or firm relationship with Seller or ownership interest in Seller (if Seller is an entity): (specify relationship) _____.


☐ **FIRPTA:** If applicable (as designated in the Seller's Response herein), Seller agrees to complete, sign, and deliver to Buyer's FIRPTA Designee a certificate indicating whether Seller is a foreign person or a nonresident alien pursuant to the Foreign Investment in Real Property Tax Act (FIRPTA). A foreign person is a nonresident alien individual; a foreign corporation not treated as a domestic corporation; or a foreign partnership, trust or estate. A resident alien is not considered a foreign person under FIRPTA. Additional information for determining status may be found at www.irs.gov. Buyer and Seller understand that if Seller is a foreign person, then the Buyer must withhold a tax in an amount to be determined by Buyer's FIRPTA Designee in accordance with FIRPTA, unless an exemption applies. Seller agrees to sign and deliver to the Buyer's FIRPTA Designee the necessary documents, to be provided by the Buyer's FIRPTA Designee, to determine if withholding is required. (See 26 USC Section 1445).


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

☐ **ACCEPTANCE:** 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.

	Daniel Agnew	9/23/26	7 : 09	<input type="radio"/> AM <input checked="" type="radio"/> PM
Seller's Signature	Seller's Printed Name	Date	Time	

	Michelle Agnew	9/23/26	7 : 11	<input type="radio"/> AM <input checked="" type="radio"/> PM
Seller's Signature	Seller's Printed Name	Date	Time	

_____	_____	_____	_____ : _____	<input type="radio"/> AM <input type="radio"/> PM
Seller's Signature	Seller's Printed Name	Date	Time	

_____	_____	_____	_____ : _____	<input type="radio"/> AM <input type="radio"/> PM
Seller's Signature	Seller's Printed Name	Date	Time	

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(s): Joseph Bippart Victoria Bippart BUYER(S) INITIALS: JB / VB

Property Address: 8524 Estrelita Dr SELLER(S) INITIALS: DA / MA
Residential Purchase Agreement Rev. 10/25 ©2022 Greater Las Vegas Association of REALTORS®



ESTIMATED COSTS / NET PROCEEDS

Prepared for Joseph and Victoria Bippart Price \$ 690,000.00

Property Address 8524 Estrelita Dr Las Vegas NV 89128

Terms: ☐ Cash ☒ Conv. ☐ FHA ☐ VA ☐ Assumption ☐ Seller Financing

	BUYER	SELLER
Down Payment	10,000.00	
MORTGAGE COSTS/PRORATIONS		
Loan Origination Fee 1 %	6,800.00	
Loan Discount Points 0 %	0.00	
Underwriting Fee	500.00	
Lender Document/Preparation Fee	500.00	
Loan Processing/Application Fee	250.00	
VA Funding Fee/FHA MIP/Conv. PMI (If paid up front)		
Appraisal Fee	500.00	
Credit Report	25.00	
Tax Service	100.00	
Flood Certificate		
Assumption Fee		
Interest for 15 days @ \$ 132.22 per day	1,985.00	
Taxes 3 months @ \$ 333.00 per month	1,000.00	
Insurance 15 months @ \$ 80.00 per month	1,200.00	
Other:		
ESCROW/TITLE COSTS		
Recording/E Recording Fees	75.00	
Escrow Fee		
Owner's Title Insurance Policy	2,100.00	
ALTA Lender's Policy	1,000.00	
Inspection Fee	100.00	
Closing Protection Letter	25.00	
Endorsements	250.00	
Mobile Notary	200.00	
Reconveyance Fee		
Real Property Transfer Tax (see Glossary of Terms; rates vary by county)		
Misc. Prorations (Assessments, Utilities, etc.)	300.00	
Assumption Setup/Collection Fees		
Other:		
BROKER'S FEES		
Brokerage Fee to Seller's Broker		
Brokerage Fee to Cooperating Broker		
Additional Compensation to Broker		
COMMON INTEREST COMMUNITY (CIC) FEES		
Capital Contribution: Master 2 nd 3 rd		
Transfer/ Set Up Fee: Master 2 nd 3 rd	300.00	
Demand Fee: Master 2 nd 3 rd		
Resale Package: Master 2 nd 3 rd		
Other:		
MISCELLANEOUS COSTS		
Home Inspection	500.00	
Misc. Inspections (Termite, well, septic, roof)		
Home Warranty Plan	700.00	
Deposits & Rents		
Other:	350.00	
FUNDS RECEIVED/MISC CREDITS		
Earnest Money Deposit		
Contributions/Repair Credits/Grants		
Other:		
TOTAL ESTIMATED COSTS	28,760.00	

Client Initials JB

Client Initials _____



**ESTIMATED COSTS / NET PROCEEDS
Summary**

BUYER		SELLER	
Approximate Amount Needed to Close Escrow:	\$ <u>28,760.00</u> (Total from page 1)	Sales Price	\$ <u>690,000.00</u>
Interest Rate @ <u>7</u> %	P&I \$ <u>4,525.00</u>	Current Loan Balance (1 st)	\$ _____
Taxes	\$ <u>333.00</u>	Current Loan Balance (2 nd)	\$ _____
Insurance	\$ <u>80.00</u>	Other: Loan, Lien, Judgment etc.	\$ _____
PMI/MMI	\$ <u>255.00</u>	Subtotal	\$ <u>690,000.00</u>
CIC Dues	\$ <u>85.00</u>	Less Estimated Costs	\$ _____
SID/LID	\$ _____	Less Final Mtg. Payment	\$ _____
Est. Monthly Obligation	\$ <u>5,278.00</u>	Estimated Proceeds	\$ <u>690,000.00</u>

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.

FIRPTA: Should the provisions of the Foreign Investment in Real Property Tax Act (FIRPTA) (Internal Revenue Code Section 1445) apply, Seller understands that if Seller is a foreign person then the Buyer must withhold a tax in an amount to be determined in accordance with FIRPTA, unless an exemption applies. Additional information for determining status may be found at www.irs.gov.

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.

NOTE TO BUYER: Buyer costs will vary. The cost of your loan does not take into consideration any points you may purchase and other loan terms.

CLIENT NAME: Joe Bippart CLIENT NAME: Victoria Bippart

SIGNATURE: [Signature] SIGNATURE: [Signature]

CLIENT NAME: _____ CLIENT NAME: _____

SIGNATURE: _____ SIGNATURE: _____

DATE: 9/23/26 TIME: 2:32 PM DATE: 9/23/26 TIME: 2:32 PM

AGENT NAME (Print) Tom Peters

COMPANY NAME (Print) Fitzpatrick Realty

Client Initials [Signature]

Client Initials _____

IV. Nevada Contract Laws

The Commission may require a licensee, property manager or owner-developer to pay an administrative fine of not more than \$10,000 for each violation he or she commits or suspend, revoke, deny the renewal of or place conditions upon his or her license... is found guilty of:

NRS 645.254 Additional duties of licensee entering into brokerage agreement to represent client in real estate transaction. A licensee who has entered into a brokerage agreement to represent a client in a real estate transaction:

1. Shall exercise reasonable skill and care to carry out the terms of the brokerage agreement and to carry out his or her duties pursuant to the terms of the brokerage agreement;
2. Shall not disclose confidential information relating to a client for 1 year after the revocation or termination of the brokerage agreement, unless he or she is required to do so pursuant to an order of a court of competent jurisdiction or is given written permission to do so by the client;
3. Shall 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. Shall present all offers made to or by the client as soon as is 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 prescribed by the Division;
5. Shall disclose to the client material facts of which the licensee has knowledge concerning the transaction;
6. Shall advise the client to obtain advice from an expert relating to matters which are beyond the expertise of the licensee; and
7. Shall account for all money and property the licensee receives in which the client may have an interest as soon as is practicable.

NRS 645.300 Delivery of copy of written brokerage agreement; receipt. When a licensee prepares or has prepared a written brokerage agreement authorizing or employing the licensee to purchase or sell real estate for compensation or commission, the licensee shall deliver a copy of the written brokerage agreement to the client signing it at the time the signature is obtained, if possible, or otherwise within a reasonable time thereafter. Receipt for the copy may be made on the face of the written brokerage agreement.

NRS 645.320 Requirements for exclusive agency representation. Every brokerage agreement which includes a provision for an exclusive agency representation must:

1. Be in writing.
2. Have set forth in its terms a definite, specified and complete termination.
3. Contain no provision which requires the client who signs the brokerage agreement to notify the real estate broker of the client's intention to cancel the exclusive features of the brokerage agreement after the termination of the brokerage agreement.
4. Be signed by both the client or his or her authorized representative and the broker or his or her authorized representative in order to be enforceable.

NRS 645.633 Additional grounds for disciplinary action: Improper trade practices; violations of certain orders, agreements, laws and regulations; criminal offenses; other unprofessional and improper conduct; reciprocal discipline; violations relating to property management; log of complaints.

(f) Failure to include a fixed date of expiration in any written brokerage agreement or failure to leave a copy of such a brokerage agreement or any property management agreement with the client.

NRS 645.635 Additional grounds for disciplinary action: Unprofessional and improper conduct relating to real estate transactions. The Commission may take action pursuant to [NRS 645.630](#) against any person subject to that section who is guilty of:

2. Negotiating a sale, exchange or lease of real estate, or communicating after such negotiations but before closing, directly with a client if the person knows that the client has a brokerage agreement in force in connection with the property granting an exclusive agency, including, without limitation, an exclusive right to sell to another broker, unless permission in writing has been obtained from the other broker.

3. Failure to deliver within a reasonable time a completed copy of any purchase agreement or offer to buy or sell real estate to the purchaser or to the seller, except as otherwise provided in subsection 4 of [NRS 645.254](#).

5. Representing to any lender, guaranteeing agency or any other interested party, verbally or through the preparation of false documents, an amount in excess of the actual sale price of the real estate or terms differing from those actually agreed upon.

8. Failure to submit all written bona fide offers to a seller when the offers are received before the seller accepts an offer in writing and until the broker has knowledge of that acceptance, except as otherwise provided.

NAC 645.525 Naming of false consideration in document. ([NRS 645.050](#), [645.190](#)) Regardless of disclosure or any agreement on the part of the seller, a licensee shall not participate in the naming of a false consideration in any document, unless it is an obviously nominal consideration.

NAC 645.605 Considerations in determining certain misconduct by licensee.

7. Has ensured that each agreement for the sale, lease or management of property or time shares is contained in a written agreement that has been signed by all parties and that his or her real estate broker and each party to the real estate transaction has a copy of the written agreement.

8. Has obtained all changes of contractual terms in writing and whether such changes are signed or initialed by the parties concerned.

NAC 645.632 Notification of rejection of offer or counteroffer.

1. If a licensee represents a seller in a transaction, and if the seller does not accept an offer within a reasonable time after an offer has been presented to the seller, the licensee shall provide to the buyer or the representative of the buyer written notice signed by the seller which informs the buyer that the offer has not been accepted by the seller.

2. *same is true of representing the buyer*

V. Final Discussions/Evaluations/Certificates