



NEW MEXICO ASSOCIATION OF REALTORS® — 2025 LISTING AGREEMENT – EXCLUSIVE RIGHT TO SELL



PART I – BROKERS DUTIES

Per New Mexico law, Brokers are required to perform a specific set of applicable Broker Duties. Prior to the time the Broker generates or presents any written document that has the potential to become an express written agreement, he/she must disclose such duties and obtain written acknowledgement that the Broker has made such disclosures.

SECTION A: All Brokers in this transaction owe the following broker duties to ALL buyers and sellers in this transaction, even if the broker is not representing the buyer or the seller in the transaction:

1. Honesty and reasonable care and ethical and professional conduct;
2. Compliance with local, state, and federal fair housing and anti-discrimination laws, the New Mexico Real Estate License Law and the Real Estate Commission rules and other applicable local, state, and federal laws and regulations;
3. Performance of any and all written agreements made with the prospective buyer, seller, landlord (owner) or tenant;
4. Written disclosure of any potential conflict of interest that the broker has in the transaction, including, but not limited to:
 - A. Any written brokerage relationship the Broker has with any other parties to the transaction or;
 - B. Any material interest/relationship of a business, personal or family nature that the broker has in the transaction; or
 - C. Any written agreement the Broker has with a Transaction Coordinator who will be providing services related to the transaction.
5. Written disclosure of any adverse material facts actually known by the broker about the property or the transaction, or about the financial ability of the parties to the transaction to complete the transaction; adverse material facts requiring disclosure do not include any information covered by federal fair housing laws or the New Mexico Human Rights Act.

SECTION B: In addition to the above duties, Broker(s) owes the following Broker Duties to the buyer(s) and/or seller(s) in this transaction to whom the Broker(s) is/are directly providing real estate services, regardless of the scope and nature of those services.

1. Unless otherwise agreed to in writing by the party, assistance to the party in completing the transaction including:
 - A. timely presentation of and response to all written offers or counteroffers; and
 - B. active participation in assisting in complying with the terms and conditions of the contract and with the finalization of the transaction;

If the broker in the transaction is not providing the service, advice or assistance described in Paragraphs 1A or 1B of this Subsection, the party must agree in writing that the broker is not expected to provide such service, advice, or assistance. The broker shall disclose the existence of such agreement in writing to the other brokers involved in the transaction.
2. Acknowledgement by the broker that there may be matters related to the transaction that are outside the broker’s knowledge or expertise and that the broker will suggest that the party seek expert advice on these matters;
3. Advise to consult with an attorney regarding the effectiveness, validity or consequences of any written document generated by the brokerage or presented to the party and that has the potential to become an express written agreement;
4. Prompt accounting for all money or property received by the broker;
5. Maintenance of any confidential information learned in the course of any prior agency relationship unless the disclosure is with the former principal’s written consent or is required by law;
6. Written disclosure of brokerage relationship option available in New Mexico:
 - A. **Exclusive agency:** an express written agreement between a person and a brokerage wherein the brokerage agrees to exclusively represent as an agent the interest of the person in real estate transaction;
 - B. **Dual agency:** an express written agreement that modifies existing exclusive agency agreements to provide that the brokerage agrees to act as facilitator in the real estate transaction rather than as an exclusive agent for either party;
 - C. **Transaction Broker:** The non-fiduciary relationship created by law, wherein a brokerage provides real estate services without entering into an agency relationship.
7. Unless otherwise authorized in writing, a broker who is directly providing real estate services to a seller shall not disclose the following to the buyer in a transaction:
 - A. that the seller has previously indicated he/she will accept a sales price less than the asking or listed price;
 - B. that the seller will agree to financing terms other than those offered;
 - C. the seller’s motivation for selling/leasing; or
 - D. any other information the seller has requested in writing remain confidential, unless disclosure is required by law;
8. Unless otherwise authorized in writing, a broker who is directly providing real estate service to a buyer shall not disclose the following to the seller in the transaction:
 - A. that the buyer has previously indicated he/she will pay a price greater than the price submitted in a written offer;
 - B. the buyer’s motivation for buying; or
 - C. any other information the buyer has requested in writing remain confidential unless disclosure is required by law.

SELLER(S): PLEASE ACKNOWLEDGE RECEIPT BY INITIALING BELOW.

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PART II - OTHER REQUIRED DISCLOSURES

Broker shall update these, and all other required disclosures as needed.

Check if Applicable

- 1. TRANSACTION COORDINATOR. Broker(s) has engaged the services of a transaction coordinator who will be assisting the broker in the processing of the real estate transaction. The transaction coordinator's services may include, but not be limited to, the following: gathering necessary information and paperwork for and from buyers and sellers, overseeing and organizing contractual deadlines, communicating, and coordinating with lenders, title companies, inspectors, other brokers in the transaction and the parties to the contract to facilitate the closing of the real estate transaction, and assembling the final real estate transaction file for closing. TCs OWE BROKER DUTIES AS SET FORTH ON COVER PAGE 1. ATTN TCs: USE NMAR FORM 2100 TO MAKE ANY DISCLOSURES REQUIRED BY BROKER DUTIES.

Name of Transaction Coordinator: _____

- 2. CONFLICT OF INTEREST/MATERIAL INTEREST. Broker has a material interest or relationship of a business, personal, or family nature in the transaction. Describe that material interest and/or relationship: _____

- 3. ADVERSE MATERIAL FACTS. Explain any adverse material facts related to the Property or Transaction about which the Broker has actual knowledge. _____

SELLER'S DISCLOSURES

- 1. NEW MEXICO REAL ESTATE LICENSEE. Seller [] IS [] IS NOT a licensed New Mexico real estate broker.
2. OTHER LISTING AGREEMENTS. By signing below, Seller warrants that they are NOT subject to another existing listing agreement on the property identified in the Listing Agreement.

SELLER(S)

Signature lines for Seller(s) with fields for Seller Signature, Printed Name, Date, and Time.

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

SELLER'S BROKER(S)

Form for Seller's Broker(s) information including signature, firm name, broker name, team name, office and cell phone numbers, address, and a REALTOR status checkbox.

Second form for Seller's Broker(s) information, identical to the one above.



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ATTENTION SELLER

BEFORE ENTERING INTO THIS AGREEMENT, PLEASE REVIEW NMAR FORM 1100 - INFORMATION SHEET - BROKERAGE COMPENSATION.

THE LISTING AGREEMENT-EXCLUSIVE RIGHT TO SELL IS BY AND BETWEEN BROKERAGE FIRM, _____ (“Brokerage”)
AND _____ (“Seller”).

1. EXCLUSIVE SERVICES. Seller grants to Brokerage the exclusive right to sell the real property described in Para. 2. Unless otherwise provided in an addendum hereto, Listing Broker (“Broker”) shall act as Seller’s Transaction Broker and **NOT as Seller’s Agent**; therefore, Broker shall owe Seller the Broker Duties set forth on Cover Page I, but shall **NOT** owe Seller fiduciary duties. It is the parties’ intention to minimize the likelihood that Seller shall be held liable for the acts and omissions of the Broker and to eliminate the possibility that Broker is held liable to Seller under agency law. Broker shall not serve as a property manager under this agreement. If a property management relationship is desired, such relationship must be established through a separate agreement between Seller and Broker.

2. PROPERTY.

A.

Address (Street, City, State, Zip Code) _____ Legal _____
Description _____
Or see metes and bounds description attached as Exhibit _____,
County(ies), New Mexico.

B. Type:

- RESIDENTIAL:**
 - Resale New Construction Site Built Manufactured Housing Modular Off-Site built
- COMMERCIAL:**
 - Office Industrial Warehouse Specialty Retail Residential Investment (Rental) Shopping
- VACANT LAND**
- FARM AND RANCH**
- OTHER:** _____

C. OTHER RIGHTS. Unless otherwise provided herein, Seller shall convey to Buyer all existing wind, solar, water and mineral rights appurtenant to the Property. Is Seller aware of any wind, solar, water or mineral rights that have been severed from the Property Yes No **I "Yes", explain** _____

D. FIXTURES, EXCLUSIONS AND PERSONAL PROPERTY.

i. FIXTURES. The Property shall include all Fixtures, free of all liens, including, but not limited to, the following Fixtures if such Fixture exists on the Property, unless otherwise excluded as stated in Para. 2(D)(ii). A Fixture is defined as an article, which was once personal property, but which has now become a part of the Property because the article has been fastened or affixed to the Property. Fastened/affixed means that removal of the article causes damage to the real property, even if such damage is minor and/or can be repaired. If a unit contains components, some of which are Fixtures and some of which are Personal Property, and a Fixture component of the unit relies on one or more Personal Property components to function as it is intended to do so, then **ALL** components together are considered a Fixture and shall remain together, unless otherwise provided herein.

This form and all New Mexico Association of REALTORS® (NMAR) forms are for the sole use of NMAR members and those New Mexico Real Estate Licensees to whom NMAR has granted prior written authorization. Distribution of NMAR forms to non-NMAR members or unauthorized Real Estate Licensees is strictly prohibited. NMAR makes no warranty of the legal effectiveness or validity of this form and disclaims any liability for damages resulting from its use. By use of this form, the parties agree to the limitations set forth in this paragraph. The parties hereby release NMAR, the Real Estate Brokers, their Agents and employees from any liability arising out of the use of this form. You should consult your attorney with regard to the effectiveness, validity or consequences of any use of this form. The use of this form is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership trademark which may be used only by Real Estate Licensees who are members of the National Association of REALTORS® and who subscribe to the Association’s strict Code of Ethics.



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- Attached fireplace grate(s) & screen(s)
- Attached floor covering(s)
- Attached mirror(s)
- Attached outdoor lighting & fountain(s)
- Attached pot rack(s)
- Attached window covering(s) & rod(s) (**NOT** including curtains, unless otherwise indicated below)
- Awning(s)
- Built in/attached speaker(s) & subwoofer(s)
- Built-in Microwave(s)
- Built-in Murphy bed(s) (**INCLUDING** mattress)
- Dishwasher(s)
- Fire Alarm(s) (if owned by Seller)
- Garbage disposal(s)
- Garage door opener(s)
- Heating system(s)
- Landscaping
- Light fixture(s)
- Mailbox(es)
- Outdoor plant(s) & tree(s) (other than those in moveable containers)
- Oven(s)
- Pellet, wood-burning or gas stove(s)
- Range(s)
- Window/door screen(s)
- Ceiling fan(s)
- Central vacuum, to include all hoses & attachments
- Security System(s) (if owned by Seller)
- Smoke Alarm(s) (if owned by Seller)
- Solar Power System(s)/Panels (**If leased by Seller, lien may exist**)
- Sprinkler(s)/irrigation equipment
- Storm window(s) & door(s)
- TV antenna(s) & satellite dish(es)
- Ventilating & air conditioning system(s)
- Water conditioning/filtration/ water softener/purification system(s) (if owned by Seller)
- TV Wall Mounts (**NOT** including TVs, unless otherwise indicated below)

ii. **EXCLUSIONS. IT IS THE SELLER'S RESPONSIBILITY TO ENSURE THAT THESE EXCLUSIONS ARE CONTAINED IN THE FINAL PURCHASE AGREEMENT.** The following items are excluded from the sale: _____

iii. **PERSONAL PROPERTY.** The following existing Personal Property, if checked, shall remain with the Property, shall be the actual Personal Property that is present as of the date Buyer submits his offer, shall not be considered part of the premises, and shall be transferred with no monetary value, free and clear of all liens and encumbrances. Personal Property is defined as a moveable article that is NOT affixed or attached to the Property.

- | | | |
|---|---|--|
| <input type="checkbox"/> Unattached window covering(s) | <input type="checkbox"/> Freestanding Range(s) | <input type="checkbox"/> Storage Shed(s) |
| <input type="checkbox"/> Audio component(s) | <input type="checkbox"/> Kitchen Refrigerator(s) | <input type="checkbox"/> Unattached fireplace grate(s) |
| <input type="checkbox"/> Video component(s) | <input type="checkbox"/> Other Refrigerator(s) | <input type="checkbox"/> Unattached fireplace screen(s) |
| <input type="checkbox"/> Decorative mirror(s) above bath vanities | <input type="checkbox"/> Garage door remote(s) # _____ | <input type="checkbox"/> Unattached outdoor fountain(s) & equipment |
| <input type="checkbox"/> Dryer(s) | <input type="checkbox"/> Microwave(s) | <input type="checkbox"/> TV(s) |
| <input type="checkbox"/> Washer(s) | <input type="checkbox"/> Freezer(s) | <input type="checkbox"/> Unattached Hot Tub(s) |
| <input type="checkbox"/> Unattached outdoor lighting | <input type="checkbox"/> Satellite receiver(s) with access cards (if owned by Seller and if transferable) | <input type="checkbox"/> Pool & spa equipment including any mechanical or other cleaning system(s) |
| <input type="checkbox"/> OTHER: _____ | | |

3. **TERM.** The term of this Agreement shall begin on _____ and terminate at 11:59 p.m. Mountain Time on _____. If a property is under contract or the Seller is negotiating a written offer with a Buyer on the date this Agreement would otherwise terminate, the term shall automatically be extended through closing or other final disposition of the Property. The word "Term" as used in this Agreement shall include all extensions.

4. **LISTING PRICE.** The listing price shall be \$ _____
Other terms and conditions: _____



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5. DUAL REPRESENTATION AND UNREPRESENTED BUYERS.

A. DUAL REPRESENTATION. For purposes of this Agreement, the term Dual Representation and Unrepresented Buyer have the following meanings: Dual Representation means Broker is directly providing real estate services to Seller and to the Buyer in the transaction equally and owes both Seller and the Buyer all the Broker Duties on Cover Page 1. Unrepresented Buyer means a Buyer in the transaction who is not working with Broker or with any other Buyer’s broker in the transaction.

i. Broker. Broker [] WILL or [] WILL NOT provide Dual Representation in a transaction. If Broker is willing to provide Dual Representation, then in order for Broker to provide Dual Representation, Seller would have to consent to Dual Representation below. If Broker will not provide Dual Representation, then Broker will inform a buyer who is not working with a buyer’s broker that either the buyer will need to obtain their own buyer’s broker to assist them in the transaction or the buyer will need to proceed as an Unrepresented Buyer in the transaction.

ii. Seller. Seller [] DOES or [] DOES NOT or [] NOT APPLICABLE consent to Dual Representation in a transaction. IMPORTANT NOTE TO SELLER: If both Seller and Broker agree to Dual Representation, Broker may learn of adverse material facts related to the Property in the course of representing the buyer in the transaction. In this event, if that transaction should terminate, Broker is required by law to disclose those adverse material facts to subsequent potential buyers.

B. UNREPRESENTED BUYERS. An Unrepresented Buyer is a buyer in the transaction who is not working with Broker or with any other buyer’s broker in the transaction.

i. Listing Broker [] WILL or [] WILL NOT show/open the Property to Unrepresented Buyers. Per MLS Rules, if Broker is strictly working on behalf of Seller when showing the Property, Broker is not required to have a Buyer Broker Agreement with the buyer; however, if Broker is also representing the Buyer, Broker is required to have a Buyer Broker Agreement with the buyer.

IMPORTANT NOTE TO SELLER: If Broker is not willing to open/show the Property for/to an Unrepresented Buyer, Seller understands that the Unrepresented Buyer will have no access to the Property.

By selecting “WILL NOT” and signing this Agreement, Seller is agreeing that Broker is NOT obligated to open/show the Property for/to an Unrepresented Buyer.

ii. Listing Broker [] WILL or [] WILL NOT provide NMAR Forms to an Unrepresented Buyer. IMPORTANT NOTE TO SELLER: If Broker is not willing to provide NMAR forms to an Unrepresented Buyer, Broker will likely not be familiar with the forms used by the buyer, including, but not limited to, the offer to purchase; and unless Broker is also a licensed New Mexico attorney, Broker is prohibited by New Mexico law from providing Seller with legal advice regarding the offer/forms buyer presents. Seller will need to seek legal advice on such forms from a licensed New Mexico real estate attorney.

By selecting “WILL NOT” and signing this Agreement, Seller warrants they agree that Broker is NOT obligated to provide NMAR forms to an Unrepresented Buyer.

If Broker is willing to provide NMAR forms for use by a buyer who would not otherwise have access to NMAR forms, See – NMAR Form 1208 – Notice to Unrepresented Buyer; and NMAR Form 1208A - Use of NMAR Forms by Unrepresented Party

6. COMPENSATION. New Mexico Gross Receipts Tax (“GRT”) shall be added to all amounts set forth herein. In accordance with New Mexico law, the GRT Rate shall be based on the location of the Property.

GRT Location Code _____ (to be completed by Broker).

ACKNOWLEDGMENT BY SELLER: By signature to this Agreement, Seller understands the amount of compensation paid by a Seller to the Listing Brokerage or any amount that Seller has agreed to pay to a buyer’s brokerage, is NOT dictated by MLS rules, the local, state or National Association of REALTORS® or local, state or national law. Seller agrees that the Listing Brokerage Sales Compensation and any buyer brokerage compensation agreed to in this Para. 6 is an amount that the Seller and Listing Brokerage have freely negotiated and agreed upon. Seller’s Initials: [] []

A. TO LISTING BROKERAGE IN THE EVENT OF SALE. If during the term of this Agreement, the Property is sold through Brokerage, Seller, or any other source, Seller agrees to pay Brokerage the following compensation (“Listing



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Brokerage Sales Compensation”). The term "sale" and "sell" or any conjugation thereof shall include Seller’s grant of an option to purchase the Property, an exchange of the Property and all other transfers of any interest in the Property. \$ _____; or _____ % of purchase price of Property; or Ot _____

ONLY Check the Following if Applicable

UNREPRESENTED BUYER. An Unrepresented Buyer is a buyer in the transaction who is not working with a Broker or with any other buyer’s broker in the transaction. In the event of an Unrepresented Buyer, Seller agrees that IN ADDITION to the above Compensation, Seller shall pay Brokerage: \$ _____; or _____ % purchase price of Property or Othe _____

B. TO BUYER’S BROKERAGE IN THE EVENT OF SALE. Seller is under NO obligation to compensate the buyer’s brokerage that represents the buyer in the sale of the Property.

Seller IS willing IS NOT willing to compensate the buyer’s brokerage.

If Seller is willing to compensate a buyer’s brokerage, Seller IS willing IS NOT willing to commit to an amount of compensation before receiving/reviewing the offer. If Seller is willing to commit to paying a buyer’s brokerage prior to receiving/reviewing an offer, then Seller and the buyer’s brokerage would execute NMAR Form 4660 – Seller’s Compensation to Buyer Brokerage – PRIOR to the buyer submitting an offer. Listing Broker is authorized to disclose Seller’s directive to the Buyer’s Brokers/Brokerages in accordance with this Paragraph.

IMPORTANT NOTE: A buyer’s brokerage may not receive from an individual source or multiple sources (Listing Broker, Seller and/or Buyer) more than the amount the buyer agreed to pay the buyer’s brokerage in the Buyer Brokerage Agreement.

C. TO LISTING BROKERAGE DURING PROTECTION PERIOD. Brokerage shall be entitled to the Listing Brokerage Sales Compensation if the sale of the Property is made by Seller within _____ days after the Term of this Agreement (the “Protection Period”) to persons who were introduced to the Property during the Term of this Agreement, PROVIDED that Broker submits to Seller a notice or other writing, either before or within five (5) days after the end of the Term, which discloses the names of the prospective buyers or their brokers. Notwithstanding, it shall not be necessary to provide the name(s) of any buyer who has made an offer to purchase the Property. Except as otherwise provided herein, the Protection Period shall terminate upon Seller entering into a written exclusive listing agreement with another licensed New Mexico real estate broker. If at ANY time, a Buyer who obtained an option to purchase during the term of this Agreement exercises that option, Seller shall pay Brokerage the Listing Brokerage Sales Compensation; this provision WILL CONTINUE TO APPLY even if Seller enters into a written exclusive listing agreement with another licensed real estate broker.

D. TO LISTING BROKERAGE FOR OTHER EVENTS. The parties agree that if any of the following events shall occur, that actual damages suffered by the Brokerage will be difficult to determine with certainty; therefore the parties agree that Seller shall pay Brokerage compensation as follows: _____ PLUS New Mexico GRT. If amount is based on a percentage, the percentage shall be based on the Listing Price or other amount as set forth below.

- i. If during the term of this Agreement, Brokerage, Seller or anyone else produces or finds a buyer ready, willing and able to purchase the Property at the price offered in this Agreement and on terms reasonable and customary for a sale of this type AND Seller refuses to contract with the potential Buyer;
- ii. If during the term of this Agreement, Brokerage, Seller or anyone else produces or finds a buyer ready, willing and able to purchase the Property at a price and on terms acceptable to Seller as evidenced by Seller’s acceptance of the buyer’s offer AND Seller defaults on the purchase agreement by refusing to close on the sale of the Property, Compensation shall be based on purchase price as set forth in contract for sale signed by Seller;
- iii. If during the term of this Agreement, Property is made unmarketable by Seller’s voluntary act;
- iv. If during the term of this Agreement, the Property is withdrawn from sale (not to include temporary withdrawal from MLS/marketing, not to exceed 30 days);
- v. If during the term of this Agreement, Seller otherwise breaches this agreement in a manner including, but not limited to refusing to cooperate with Broker/Brokerage or unilaterally terminating this Listing Agreement.

E. FORFEITURE OF EARNEST MONEY (Check if applicable.) Notwithstanding the foregoing, upon forfeiture of Earnest Money by a prospective buyer, Brokerage shall be entitled to one-half the earnest money, not to exceed Brokerage’s compensation set forth above.

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7. SELLER ASSISTANCE/CONCESSIONS. Does Apply Does Not Apply

IMPORTANT NOTE TO SELLER: Seller is under NO obligation to offer Seller Assistance/Concessions to a buyer. If Seller is offering Seller assistance/concessions to buyer, this assistance/these concessions are:

In ADDITION to compensation the Seller will pay the Buyer's Brokerage

In LIEU OF (instead of) any compensation Seller will pay the Buyer's Brokerage

Seller will offer Seller Assistance/Concessions to buyer in the amount of \$ _____ or _____ % of purchase price of Property or Other: _____ . Buyer may use Seller Assistance/Concessions towards buyer closing costs including, but not limited to, recording fees, the appraisal fee, inspection costs, loan origination fees, property improvements and buyer brokerage compensation. If Seller offers Seller Assistance/Concessions, Broker is authorized to promote the Assistance/Concessions in any and all advertising, including the MLS, subject to the rules of the applicable MLS.

8. COMPENSATION FOR LEASE. Does Apply Does Not Apply

A. In the event Seller elects to lease the Property, Seller agrees to pay Brokerage the following amount as compensation for the lease of the property: _____ PLUS New Mexico GRT upon the occurrence of any of the following. In accordance with New Mexico law, the GRT shall be based on the location of the Property. For GRT Location Code, See Para. 11.

- i.** If during the term of this Agreement, the Property is leased through Brokerage, Seller or any other source; OR
- ii.** The lease of the Property is made by Seller within _____ days after the term of this Agreement (the "Protection Period") to persons who are introduced to the Property during the term, PROVIDED HOWEVER, that Brokerage submits to Seller a notice or other writing, either before or within five (5) days after the end of the Term, which discloses the names of prospective tenants or their brokers. It shall not be necessary to provide the name(s) of any buyer or tenant who has offered to buy or lease the Property. Except as provided in Para. 6(C), the Protection Period shall terminate upon Seller entering into a written exclusive listing or property management agreement with another licensed real estate broker to lease the Property.

B. If Seller enters into a lease agreement during the term of this Agreement or the Protection Period, with respect to any holdovers or renewals of the lease, regardless of whether this Listing Agreement or the Protection Period has expired, Seller agrees to pay a compensation of _____. In the event this paragraph is left blank, the compensation shall be the lease compensation as set forth in Para. 8(A) above. **This Para. 8(B) shall NOT terminate upon Seller entering into a written exclusive listing agreement with another licensed real estate broker.**

C. Notwithstanding the foregoing, nothing herein creates a property management agreement with Seller, and Brokerage assumes NO property management responsibilities. If a property management relationship is desired, such relationship must be established through a separate agreement between Seller and Broker.

9. BROKER OBLIGATIONS. Broker will use diligence in effecting the sale of the Property, to include the following:

- A.** Assist Seller in locating qualified buyers;
- B.** Assist Seller in completing any necessary paperwork for the purchase or lease (as applicable) of the Property, including, but not limited to counteroffers, addenda and responses to buyer objections;
- C.** Assist Seller in monitoring pre-closing and closing procedures;
- D.** Unless otherwise waived by Buyer, prior to accepting an Offer to Purchase; (1) request from the County Assessor the Estimated Property Tax Levy with respect to the Property, specifying the listed price as the value of the Property to be used in the estimate, and; (2) provide a copy of the Assessor's response in writing to the prospective Buyer(s) or the Buyer's Broker.

10. SELLER OBLIGATIONS. Seller agrees to the following:

- A.** To provide to Brokerage all available data, records, and documents relating to the Property;
- B.** To allow Broker or cooperating Brokers to show the Property at reasonable times and upon reasonable notice;
- C.** To refer to Broker all inquiries relating to the sale/lease of the Property;
- D.** To respond to all offers presented. If Seller is rejecting an offer, Seller agrees to complete the "Rejects Offer" box on the offer, if such a provision exists on the offer or to otherwise provide some written rejection of the offer;
- E.** To commit no act which might tend to obstruct Broker's performance under this Agreement;
- F.** In the event of a sale, to provide all documents necessary to complete the sale;

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- G. To provide an Adverse Material Facts Disclosure Statement (NMAR Form 1110). Per the NMAR Form 2104 — Purchase Agreement — Residential Resale, Seller is required to disclose known adverse material facts concerning the property;
- H. To inform Broker if Seller is or begins using any audio or video surveillance systems in/on the Property. Seller IS IS NOT using any audio or video surveillance in/on the Property. If applicable, type of surveillance audio video; and
- I. To secure all pets, valuables, medication, and weapons accordingly when the Property is made available for showings; Broker does not guarantee the security of any of the foregoing against acts of third parties. See Release of Liability, Para. 16.

11. OFFERS.

- A. **Oral Offers.** Broker shall NOT be required to submit to Seller **ORAL** offers to purchase or lease the Property.
- B. **Offers Received After Contract.** If Seller enters into a written agreement for the sale or lease of the Property, unless that agreement is terminated, or the interest of the Buyer is forfeited, Broker shall shall not be required to submit additional offers to Seller.
- C. **Offer Letters.** An Offer Letter is a letter written by a buyer interested in purchasing a home that often provides personal information about the buyer and includes reasons why the buyer wishes to purchase the home and/or reasons why, from the buyer’s perspective, the seller should sell the home to that particular buyer. In a competitive market, with multiple buyers interested in a home, Offer Letters may assist a seller in determining to whom the seller wishes to sell. **However, sellers should be cautious in accepting Offer Letters from buyers, as Offer Letters have the potential to expose a seller to a claim of discrimination under the Federal Fair Housing Act, as well as the New Mexico Human Rights Act.** Both of these Acts prohibit discriminating against buyers based on their inclusion in certain protected classes (See Para. 21). Offer Letters may include personal facts about a Buyer that would indicate to a seller that the buyer falls into one of these protected classes. If/When a seller decides not to sell their home to the buyer who wrote the Offer Letter, that buyer may believe, and therefore claim the reason the Seller rejected the buyer's offer was because the buyer was a member of one of those protected classes.
Seller **WILL** **WILL NOT** accept Offer Letters from buyers.

MLS ENTRY RULE

All Multiple Listing Services (“MLS”) require Brokers to enter residential listings into the MLS for dissemination within one (1) business day of conducting any public marketing of the Property. Public marketing includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public facing websites, brokerage website displays (including IDX and VOW), digital communications marketing (email blasts), multi-brokerage listing sharing networks, and applications available to the general public. If/While Property listing is withheld from dissemination through the MLS, Broker may ONLY market the Property within the Broker’s brokerage. This is referred to as an “Office Exclusive”. NMAR Form 1820 — Information Sheet – Multiple Listing Service.

12. SELLER AUTHORIZATIONS

- A. **AUDIO/VIDEO SURVEILLANCE.** In the event Seller is using or begins to use audio or video surveillance, Broker is authorized to notify other brokers and/or buyers of such use by any means appropriate as determined by Broker in Broker’s sole discretion.
- B. **USE OF LISTING CONTENT; INTELLECTUAL PROPERTY LICENSE**
 - i. If Seller(s) authorizes Broker to submit the Property's listing information to the MLS, Seller understands and agrees that all content relating to the Property provided by Seller to Broker, including, but not limited to photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, remarks, narratives, pricing information and other copyrightable elements ("Seller Listing Content"), or any content otherwise obtained or produced by Broker in connection with this Agreement ("Broker Listing Content"), and any changes to the Seller Listing Content or the Broker Listing Content, may be filed with one or more MLSs and be included in compilations of listings; and



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- ii. Seller(s) understand(s) and acknowledges that the MLS will disseminate the Property's listing information to all MLS Brokers who operate Internet web-sites, as well as on-line providers such as www.realtor.com and that the information on those web-sites may generally be available to the public, further distributed and reproduced; and
- iii. Seller hereby grants to Broker a non-exclusive, irrevocable, worldwide, royalty free license to use, sublicense through multiple tiers, publish, display and reproduce the Seller Listing Content, to prepare derivative works of the Seller Listing Content and to distribute the Seller Listing Content or any derivative works thereof. This non-exclusive license shall survive the termination of this Agreement.

C. BUYER BROKERS/BUYERS ACCESS TO PROPERTY. Subject only to the restrictions listed below, Seller authorizes Broker to allow buyer brokers and/or buyers access to the interior and exterior of the Property. **Broker is NOT responsible for verifying that a buyer has a Buyer Broker Agreement with a brokerage. Restrictions:**

- NONE
- If Tenant Occupied, subject to required notice under the law. Name and Contact Information of Property Manager, if applicable: _____
- List Restrictions: _____

D. BROKER CONSENT REQUIRED TO MODIFY.

The following Seller's authorizations serve as material inducement for formation of this agreement and may not be withdrawn without Broker's written consent. Seller's attempt at non-compliance with this provision constitutes interference with Broker's ability to perform under this Agreement and a material default of this Agreement, which entitles Broker to all remedies available through law and/or equity.

SELLER AUTHORIZES:

- i. **MLS.** YES NO Unless otherwise provided in Para. 13, Brokerage to list the Property with the MLS, or LISTING EXCHANGE (LEX), if any, of the local Board or Association of REALTORS®. Seller acknowledges that by placing the Property in the MLS, Broker is required to adhere to all MLS Rules and Regulations, which includes reporting the terms of the sale to the MLS; NMAR Form 1820 — Information Sheet – Multiple Listing Service.
- ii. **INTERNET.** YES NO Broker to place Property and/or allow the MLS to place Property for display on the Internet. If Seller does not want the Property to be displayed on the Internet, then Seller acknowledges that the listing will not appear on ANY Internet sites, including, www.realtor.com or the listing Brokerage's website and that consumers who conduct searches for listings on the Internet will not see information about the Property in response to their searches. With the exception of removal from other MLS participants' Internet websites, under NO circumstances shall Broker be responsible for removing the listing from Internet websites of online providers once Seller has authorized Broker and/or MLS to place Property on the Internet.
- iii. **SIGNAGE.** YES NO Broker to place a "For Sale" sign on the Property, if not otherwise prohibited;
- iv. **KEYS.** YES NO Broker to provide keys to other Brokers and Agents and other authorized personnel to show the Property and to permit access for marketing and inspections;
- v. **PROPERTY INFORMATION.** YES NO Broker to obtain information about the Property, such as utility bills, loan information, documents, surveys or ILR's, appraisals, etc.;
- vi. **LOCKBOX.** YES NO Installation of a lockbox on the Property to show the Property. A lockbox is a locked container on the Property in which a key is placed. The lockbox may be opened by a key, combination or programmer key, permitting access to the Property. Seller acknowledges that a lockbox and any other keys left with or available to Broker will permit access to the Property by Broker or any other broker, with or without potential purchasers or tenants, even when Seller or occupant is absent. Seller further acknowledges that, from time to time, unauthorized persons may have gained access to properties using lockboxes. Seller acknowledges that neither the Brokerage, Broker, nor any Board or Association of REALTORS® is insuring Seller or occupant against theft, loss or vandalism resulting from any such access.
- vii. **PHOTOGRAPHY.** YES NO In accordance with state and federal law, Broker to take and/or contract with a third-party vendor to take photographs and/or video ("Images") of the Property, including aerial (drone) Images, and to use such Images to market the Property as Broker deems appropriate. **SELLER BE AWARE: Other brokers and/or buyers viewing the home may take photographs and/or videos of the home, both inside and**



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outside. Seller is advised to remove from view any items that Seller does not wish to be photographed or videoed.

viii. OTHER: _____

E. NO BROKER CONSENT REQUIRED TO MODIFY. Seller may modify Seller's authorization below at any time with written notice to Broker.

i. OFFERS. Broker to divulge terms existence of offers on the Property in response to inquiries from buyers or cooperating brokers.

ii. OPEN HOUSES BY OTHER BROKERS. (check all that apply). Broker to authorize Associate and Qualifying brokers within Broker's Brokerage* and/or Qualifying Brokers outside Brokers Brokerage to hold an Open House of Property. *IMPORTANT NOTE TO BROKERS: Per NMREC rules, associate brokers ("AB") under the same qualifying broker ("QB") can hold open houses for one another. ABs under different QBs WITHIN THE SAME BROKERAGE can hold open houses for one another IF the independent contractor agreement between the AB holding the open house and his/her QB allows the AB to conduct work for other QBs within the brokerage. Only QBs can hold open houses for brokerages other than their own and ABs engaging a QB from another brokerage to hold an Open House should notify his/her QB.

iii. PROPERTY ADDRESS; AVMS; BLOGGING. THIS SECTION ONLY APPLIES IF SELLER HAS AUTHORIZED BROKER TO PLACE PROPERTY ON THE INTERNET. Upon written notice to Broker of any change in Seller's authorizations, Broker shall transmit the request to the MLS. If Seller(s) authorizes Broker to submit the Property's listing information to the MLS in which Broker participates, some, but not necessarily all, websites to which the listing is disseminated may have features that either allow viewers to make comments about the Property that can be seen by others viewing the Property listing (blogging) or that provide a link to comments made by others about the Property. Additionally, those websites may include with the Property Listing an automated estimate of the market value of the Property or a link to the estimate.

a. Seller(s) does does not want the address of the listed Property to be displayed on the Internet. If Seller(s) indicates that he/she does not want the Property address to be displayed on the Internet, then the Property will be disseminated via the Internet, but the Property address will not appear in conjunction with the listing.

b. Seller(s) does does not want the viewers of the Property to have the capability to provide comments (blog) about the Property. If Seller(s) indicates that he/she does not want the blogging feature activated, then this feature will be disabled on all MLS participants' Internet websites. However, this feature may still appear on the Internet websites of other on-line providers that are not MLS participants.

c. Seller(s) does does not want the site operator to allow/provide an automated estimate of the value of the Property (AVM) or a link to the same. If Seller(s) indicates that he/she does not want the AVM feature activated, then this feature will be disabled on all MLS participants' Internet websites. However, this feature may still appear on the Internet websites of other on-line providers that are not MLS participants.

d. OTHER: _____

F. REPORTING FALSE INFORMATION. If Seller(s) believes that information about the Property appearing on another MLS participant's website is false, they should notify the listing Broker who shall bring the false information to the specific website operator, along with an explanation as to why the information is false. The website operator shall have the obligation under MLS Policy to remove any false information. Information found on some public-facing websites may be inaccurate; however, Broker has limited and in some cases no ability to remove false information from non-MLS participants' websites.

13. WAIVER OF MARKETING THROUGH OR DELAYED ENTRY INTO THE MLS. This section to be completed only if Property will not be entered into the MLS within 48 hours of the beginning Term Date set forth in Para. 3. Due to MLS rules, if/while listing is withheld from dissemination through the MLS, broker may not conduct any public marketing of the property, broker may only market the property within the Brokerage. NMAR Form 1820 – Information Sheet – Multiple Listing Service. IMPORTANT NOTE TO SELLER: Brokerage's MLS may also require Seller to complete a Waiver Form if/while the Property is not being marketed through the MLS. Check applicable provision.

A. Broker shall not market Property through the MLS. Seller acknowledges he/she has been informed of the marketing benefits of the MLS and Seller hereby waives such marketing benefits.



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B. [] Broker shall begin marketing the Property in the MLS within 48 hours of _____ (DATE) or _____ (EVENT).

14. TENANT OCCUPIED PROPERTY. If Property is currently tenant-occupied, then Seller must obtain written consent from Tenant for the following and provide such consent to Broker: NMAR Form # 2110 – Tenant’s Consent to Photograph Videograph:

- A. To photograph/videograph the inside of the Property. If Seller is unable to obtain such authorization, Broker shall not photograph or videograph the inside of the Property; Broker shall only photograph/videograph the Property from the public street;
B. To hold an "Open House" to allow prospective Buyers to inspect the Property. If Seller is unable to obtain such authorization, Broker shall not hold an "Open House" of the Property. IMPORTANT NOTE TO SELLER: Tenant's grant of consent allowing Broker to hold an "Open House" does not obligate Broker to do so.

15. SELLER WARRANTIES; REPRESENTATIONS.

A. WARRANTIES.

- i. AUTHORITY/OWNER OF RECORD: Except as otherwise disclosed to Broker in writing, the person or persons designated as Seller above and in the signature block of this Agreement is owner of record of the Property and has the authority to enter into this Agreement. Seller further warrants that there are no other owners of record of the Property, unless otherwise indicated: _____
ii. INSURANCE: Seller has and shall maintain insurance covering personal injury on and property damage to the Property and shall continue to do so during the Term of this Agreement. In the event the Property is or becomes vacant during the term of this Agreement, Seller shall notify Seller's casualty insurance company and obtain any endorsement necessary to maintain insurance coverage.
iii. SELLER PROVIDED INFORMATION: Seller has accurately disclosed to Broker all adverse material facts and information concerning the Property known to Seller, including, but not limited to: all material information relating to the connection to a public sewer system, septic tank or other sanitation system; the existence of any tax, judgment or other type of lien; the presence of any infestation by wood-destroying pests or organisms; and any current damage to any portion of the Property, such as the roof, electrical, plumbing, etc.. During the term of this Agreement, Seller agrees to continue disclosing to Broker all additional information of the type required by the preceding sentence promptly after Seller becomes aware of any such information.
iv. INTELLECTUAL PROPERTY LICENSE. Seller Listing Content, and the license granted to Brokerage for the Seller Listing Content, do not violate or infringe upon the rights, including any copyright rights, of any person or entity. Seller acknowledges and agrees that as between Seller and Brokerage, all Broker Listing Content is owned exclusively by Brokerage, and Seller has no right, title or interest in or to any Brokerage Listing Content.

B. REPRESENTATIONS.

- i. Unless otherwise provided herein, there are no delinquencies or defaults under any Deed of Trust, Mortgage, or other Encumbrance on the Property and the Property is not subject to any current litigation: Explain Defaults/Delinquencies: _____
ii. Is this a Short Sale? [] YES [] NO If yes, attach NMAR Form 2109 — Short Sale Addendum to Listing Agreement.
iii. Is Seller currently involved in any bankruptcy proceedings? [] YES [] NO If yes, Seller should determine what, if any implications, such bankruptcy may have on the sale of the Property.
iv. Is Seller currently involved in a loan modification? [] YES [] NO. If yes, Seller should determine what, if any implications, such loan modification may have on the sale of the Property.
v. Is the Seller receiving benefits from any employer, relocation company or other entity that provides benefits to Seller when selling the Property [] YES [] NO. If yes, provide name. _____
vi. Does any person/entity have an Option or a Right of First Refusal ("RFR") to Purchase the Property? [] YES [] NO. If yes, provide a copy of the Option or RFR to Purchase.

16. HOLD HARMLESS; INDEMNIFICATION; RELEASE.

- A. HOLD HARMLESS AND INDEMNIFICATION. Seller shall hold harmless and indemnify Brokerage and Broker from any liability or damages, including attorneys' fees, arising out of the following:
i. incorrect or undisclosed information about the Property which Seller knew or should have known;



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- ii. claims for any personal injury to third-parties or damage to the personal property of third parties occurring on the Property, provided such injury and/or damage is not due to Broker or Brokerage's own negligent, reckless or intentional actions. Such damages or claims to include costs and attorney's fees;
 - iii. infringement of any copyright arising out of Brokerage's use of Seller Listing Content.
- B. SELLER RELEASE.** Provided the following damages, claims or liability do not arise from the intentional, reckless or negligent acts of Brokerage, Broker or cooperating Broker, Seller agrees that neither Brokerage, Broker, nor any cooperating Broker shall be liable for any damages or claims for any personal injury or damage to real or personal property caused by acts of third parties, including, but not limited to, vandalism and theft or to acts outside of the parties' control, including, but not limited to, acts of God and freezing water pipes. The Brokerage shall not be responsible for maintenance of the Property unless otherwise agreed to in writing.
- 17. AUTHENTICITY/VERACITY OF PRE-QUALIFICATION LETTER/PROOF OF FUNDS** Neither Broker, nor Brokerage is responsible for verifying authenticity/veracity of a buyer's pre-qualification letter or a buyer's proof-of-funds letter or for determining buyer's creditworthiness.
- 18. SERVICE PROVIDER RECOMMENDATIONS.** If Broker/Brokerage recommends a builder, contractor, escrow company, title company, pest control service, appraiser, lender, attorney, accountant, home inspection company or home warranty company or any other person or entity to Seller for any purpose, such 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/Brokerage shall be based solely upon such independent investigation and evaluation.
- 19. INSPECTION REPORTS.** The NMAR Residential Purchase Agreement (NMAR Form 2104) provides that if buyer opts to terminate the Purchase Agreement after conducting inspections of the Property, the buyer is NOT required to provide a copy of the inspection report to Seller unless otherwise directed by the Seller in writing. Further, if buyer objects to issues identified during the inspection, the Buyer is only required to provide a copy of the **section** of the report on which the objection is based unless otherwise directed by Seller in writing. The Purchase Agreement is structured like this for the following reasons: 1) if Seller receives information regarding adverse material facts in the Property and the contract terminates, the Seller and Broker/Brokerage will be required to provide this information to subsequent buyers; and (2) many inspection reports contain copyright language prohibiting the customer (who in most cases is the buyer) from sharing, reproducing or distributing the report, which means that if the transaction terminates and Seller needs to disclose adverse material facts identified in the report to another buyer, Seller would need to transfer those facts into NMAR Form 1110 — Adverse Material Facts; Seller could not provide the entire report to another buyer.
- 20. FIRPTA.** The Foreign Investment in Real Property Tax Act of 1980 ("FIRPTA") requires buyers who purchase real property from foreign sellers to withhold a portion of the amount realized from the sale of the real property for remittance to the Internal Revenue Service ("IRS"). In the event the seller(s) is NOT a foreign person, FIRPTA requires the buyer to obtain proof of the seller's non-foreign status in order to avoid withholding requirements. Exceptions may apply. For more information, refer to NMAR Form 2304 – Information Sheet – FIRPTA & Taxation of Foreign Persons Receiving Rental Income from U.S. Property. In the event exceptions to FIRPTA do not apply, then prior to or at Closing, Seller(s) shall provide to Buyer or to a Qualified Substitute (generally, the Title Company) either a Non-Foreign Seller Affidavit(s) (NMAR Form 2303) OR a letter from the IRS indicating Seller(s) is exempt from withholding. In the event Seller(s) fails to do so, Buyer shall have the right to withhold the applicable percentage of the amount realized from the sale of the Property for remittance to the IRS in accordance with IRS requirements.
- 21. NON-DISCRIMINATION.**
- A. RESIDENTIAL:** Seller understands that federal housing laws, the New Mexico Human Rights Act and the New Mexico Real Estate Commission Regulations prohibit discrimination in the sale, rental, appraisal, financing, or advertising of housing or other property on the basis of race, color, religion, sex, sexual orientation, gender identity, familial status, spousal affiliation, physical or mental handicap, national origin or ancestry and in some circumstances, age.
 - B. COMMERCIAL:** Seller understands that the New Mexico Human Rights Act prohibits discrimination in the sale or lease of any real property on the basis of race, religion, color, national origin, ancestry, sex, sexual orientation, gender identity, physical or mental handicap or spousal affiliation.
- 22. FARMS AND RANCHES.** The Agricultural Foreign Investment Disclosure Act ("AFIDA") requires disclosure of a transfer of interest in certain agricultural land (including farms and ranches) to or from a Foreign Person to the Farm Service Agency (FSA) within ninety (90) days of the transaction, on a form provided by the FSA. AFIDA does not apply to agricultural land if in the aggregate it is not more than ten (10) acres and if the gross annual receipts from sale of farm,



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ranch, farming or timber products do not exceed \$1,000.00. A "foreign person" is certain foreign corporations or a person who is not a citizen of the U.S. or U.S. territories, who is not a permanent resident and who is not paroled into the U.S. (NMAR 2304A — Information Sheet — AFIDA).

23. **LEAD-BASED PAINT.** Are there buildings on the Property that were built prior to 1978? YES NO. If no, proceed to Para. 24.
- A. **DISCLOSURE AND INFORMATION REQUIREMENTS:** If a residence on the Property was constructed before 1978, Seller MUST provide the following information to the Buyer. The Buyer should receive this information BEFORE making an offer on the Property. **Seller cannot legally accept Buyer's offer unless Buyer has received the following AND completed NMAR Form 5112 - Lead-Based Paint Addendum to the Purchase Agreement.**
- i The pamphlet titled, "Protect Your Family from Lead in Your Home".
 - ii Disclosure of known presence of lead-based paint and lead-based paint hazards;
 - iii A list and copies of all reports and records available to Seller pertaining to lead-based paint and lead-based hazards on the Property; and
 - iv A ten (10) day opportunity (or mutually agreed upon period) for the Buyer to conduct a risk assessment or inspection for the presence of lead-based paint hazards. Buyer may waive this opportunity (NMAR Form 5112 — Lead-Based Paint Addendum)
- B. **REPAIRS AND RENOVATIONS;** If the Property falls under the Lead-Based Paint Renovation, Repair and Painting Program ("Program"), AND there have been renovations or repairs made to the Property that are governed by the Program, Seller will will not provide a Lead-Based Paint Renovation, Repair and Painting Disclosure Addendum (NMAR Form 5112A — Lead-Based Paint Renovation, Repair and Painting Disclosure Addendum.) For definitions of properties and renovations covered by the Program refer to NMAR Form 2315 — Information Sheet — Lead-Based Paint (LBP) Renovation, Repair and Painting.
24. **PUBLIC IMPROVEMENT DISTRICT:** Is the Property located in a Public Improvement District ("PID")? YES NO. If yes, per New Mexico law, Seller is prohibited from accepting an offer to purchase until Seller has provided specific PID disclosures to the Buyer.
25. **HOMEOWNERS'/CONDOMINIUM UNIT OWNERS' ASSOCIATION ("HOA/CUOA"):** Is Property located in an HOA OR CUOA? YES NO If yes, Per New Mexico law, Seller is required to provide specific HOA/CUOA disclosures to the buyer. For HOAs, see NMAR Form 4600 — Information Sheet - Homeowners' Association, NMAR Form 4650 — Seller's Disclosure of Homeowners' Association Documents and NMAR Form 4700 — Homeowners' Association Document and Disclosure Certificate. For CUOAs, see NMAR — Form 2356 — Condominium Association Information Sheet and NMAR Form 2302, Residential Re-Sale Condominium Addendum.
26. **MEDIATION AND ARBITRATION.** If a dispute arises between the parties relating to this Agreement, the parties shall submit the dispute to mediation, jointly appoint a mediator and share equally in the costs of the mediation. NMAR Form 5118 — Information Sheet — Mediation Information for Clients and Customers. If any dispute arising between parties relating to this Agreement cannot be resolved by mediation, the dispute, controversy or claim arising out of or relating to this Agreement shall be settled by arbitration and shall be referred to the American Arbitration Association ("AAA") for arbitration in accordance with AAA Rules of Arbitration. NMAR Form 5121 - Information Sheet – Arbitration. Judgment upon the award rendered may be entered and enforced in any court of competent jurisdiction.
27. **EXPERT ASSISTANCE.** Broker advises Seller to obtain expert assistance regarding legal, tax and accounting matters or matters relating to zoning, surveying, inspections, construction, hazardous materials, engineering or other matters which are not within the expertise of Broker. **Broker shall have no liability with respect to such matters, provided Broker does not render advice on such matters.**
28. **CONSENT TO THE ELECTRONIC TRANSMISSION OF DOCUMENTS AND TO THE USE OF ELECTRONIC SIGNATURES.** The parties consent to conduct any business related to and/or required under this Agreement by electronic means, including, but not limited to the receipt of electronic records and the use of electronic signatures. Subject to applicable law, electronic signatures shall have the same legal validity and effect as original handwritten signatures. Nothing herein prohibits the parties from conducting business by non-electronic means. If a party has consented to receive records electronically and/or to the use of electronic signatures, that party may withdraw consent at any point in the transaction by delivering written notice to the other party.
29. **ATTORNEY FEES AND COSTS.** Should any aspect of this Agreement result in arbitration or litigation, the prevailing party of such action, shall be entitled to an award of reasonable attorneys' fees and court costs.

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- 30. **TIME IS OF THE ESSENCE.** Time is of the essence with respect to the parties' performance under this Agreement
- 31. **FORCE MAJEURE.** Seller or Broker shall not be required to perform any obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the obligation, or the availability of services, is disrupted, delayed, caused or prevented by Force Majeure. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fire, or other acts of God, unusual transportation delays, wars, insurrections, acts of terrorism, pandemics or diseases or any governmental authority taken in response to a pandemic. All time periods will be extended up to 10 days after the Force Majeure no longer prevents performance under this Agreement, provided, however, if such Force Majeure continues to prevent performance under this Agreement more than 30 days, then either party may terminate this Agreement by delivering written notice to the other. This provision applies whether or not the underlying applicable event is foreseeable at the time of execution of this Agreement.
- 32. **GOVERNING LAW AND VENUE.** This Agreement is to be construed in accordance with and governed by the internal laws of the State of New Mexico without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of New Mexico to the rights and duties of the parties. Each party hereby irrevocably consents to the jurisdiction and venue of the state and federal courts located in the county in which the Brokerage is located in connection with any claim, action, suit, or proceeding relating to this Agreement and agrees that all suits or proceedings relating to this Agreement shall be brought only in such courts.
- 33. **SEVERABILITY.** If any portion of this Agreement is found by any court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.
- 34. **HEIRS AND ASSIGNS.** This Agreement shall apply to, be binding upon and enforceable against and inure to the benefit of the parties hereto and their respective representatives, successors, permitted assigns, heirs and estates.
- 35. **AUTHORITY OF SIGNORS.** If Seller is a corporation, partnership, estate, trust, limited liability company or other entity, the person signing this Agreement on its behalf warrants their authority to do so and to bind the Seller for which they are signing.
- 36. **SURVIVAL OF OBLIGATIONS: The following provisions and paragraphs shall survive termination of this Agreement:** 6(C), 26, 29, 31, 32, 33, 34, 35, 36, 38.
- 37. **ADDITIONAL TERMS.**

38. **ENTIRE AGREEMENT, ADDENDA IN WRITING.** This Agreement, together with the any addenda and any exhibits referred to in this Agreement, contains the entire Agreement of the parties and supersedes all prior agreements with respect to the subject matter, which are not expressly set forth herein. This Agreement may be modified only by written agreement of the parties.

- Agency Addendum
- Short Sale Addendum
- Other: _____
- Other: _____

⚠ ATTENTION SELLERS: WIRE FRAUD ALERT ⚠

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

Seller(s)

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NEW MEXICO ASSOCIATION OF REALTORS® — 2025 LISTING AGREEMENT – EXCLUSIVE RIGHT TO SELL



SELLER(S)

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

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

SELLER'S BROKER(S)

Seller's Broker Signature		Date	Time
Seller's Brokerage Firm	Seller's Broker's Qualifying Broker's Name and NMREC License No.	Seller's Broker's Email Address	
Seller's Broker Name	Seller's Broker's Team Name	Office Phone	Seller's Broker's Cell Phone
Seller's Brokerage Address	City	State	Zip Code
			Broker <input type="checkbox"/> is <input type="checkbox"/> is not a REALTOR®

Seller's Broker Signature		Date	Time
Seller's Brokerage Firm	Seller's Broker's Qualifying Broker's Name and NMREC License No.	Seller's Broker's Email Address	
Seller's Broker Name	Seller's Broker's Team Name	Office Phone	Seller's Broker's Cell Phone
Seller's Brokerage Address	City	State	Zip Code
			Broker <input type="checkbox"/> is <input type="checkbox"/> is not a REALTOR®



**NEW MEXICO ASSOCIATION OF REALTORS® — 2025
ADVERSE MATERIAL FACTS
PROPERTY DISCLOSURE STATEMENT**



ATTENTION SELLER AND BUYER!

Per the NMAR Purchase Agreements, Seller is required to disclose all Adverse Material Facts relating to the Property about which Seller has actual knowledge, including defects which the Buyer could determine through their own due diligence. *Failure to comply with this requirement could expose Seller to claims of breach of contract, misrepresentation and/or fraud.*

⚠️ IMPORTANT DEFINITIONS ⚠️

ACTUAL KNOWLEDGE: “ACTUAL KNOWLEDGE” means the Seller has direct and clear knowledge of things, without investigation, analysis, or review. Seller is under no obligation to conduct inspections to determine what Adverse Material Facts may exist on and/or around the Property, which is why it is important for Buyer to exercise their rights under the Purchase Agreement to fully inspect all aspects of the Property. This Disclosure Statement is strictly based on Seller’s ACTUAL KNOWLEDGE of ADVERSE MATERIAL FACTS relating to the Property as of the date Seller completes this Disclosure Statement.

ADVERSE MATERIAL FACTS: “ADVERSE MATERIAL FACTS” are facts that would affect the desirability or value of the property to a reasonable person.

DISCLOSURE NOT REQUIRED: Per New Mexico law, Seller is NOT required to disclose the following suspicions or facts, and no cause of action shall arise against a seller or any brokers involved in the transaction for failure to disclose the following suspicions or facts. Further, the failure to make a disclosure of any of the following shall not be deemed to be grounds for termination or rescission of any sale or exchange:

- The Property was the site of a natural death;
- The Property was the site of a homicide, suicide, assault, sexual assault or any other crime punishable as a felony; or
- The Property was owned or occupied by a person who was exposed to, infected with or suspected to be infected with the human immunodeficiency virus or diagnosed to be suffering from acquired immune deficiency syndrome or any other disease that has been determined by medical evidence as highly unlikely to be transmittable to others through the occupancy of improvements to real property or that is not known to be transmitted through the occupancy of improvements located on that real property.

NEWLY DISCOVERED ADVERSE MATERIAL FACTS: Adverse Material Facts which Seller discovers AFTER Seller has delivered their initial Adverse Material Facts Disclosure to Buyer. Newly Discovered Adverse Material Facts do not include Adverse Material Facts that Buyer becomes aware of through their own due diligence.

REMEDIED ADVERSE MATERIAL FACTS: An Adverse Material Fact that previously existed, but that Seller has replaced, repaired or otherwise remedied in such a way and to such an extent that Seller is confident that the Adverse Material Fact no longer exists. In order to feel confident that an Adverse Material Fact is a Remediated Adverse Material Fact, Seller must have had sufficient time and opportunity to observe the repair or replacement in order to confirm the repair or replacement remedied the Adverse Material Fact.

PROPERTY: ALL features, fixtures, elements and/or improvements located on the Property (e.g. homes, detached garages, carports, barns, studios, workshops, etc.), even if a specific element and/or improvement is not listed.

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**NEW MEXICO ASSOCIATION OF REALTORS® — 2025
ADVERSE MATERIAL FACTS
PROPERTY DISCLOSURE STATEMENT**



⚠️ IMPORTANT INSTRUCTIONS ⚠️

DISCLOSURE OF REMEDIATED ADVERSE MATERIAL FACTS. Seller is not required to disclose Remediated Adverse Material Facts; **HOWEVER, SEE BELOW.**

SELLER BEWARE: If you elect not to disclose a Remediated Adverse Material Fact because you believe the issue has been fully remediated and it is later revealed that the repair, replacement or remedy did not in fact fully and completely remediate the issue, and as a result, the Buyer suffers damages, then you may be liable to the Buyer for those damages. For this reason, please consider the following:

1. Disclosing the Remediated Adverse Material Fact;
2. Disclosing how the Remediated Adverse Material Fact was remediated (for example, was it repaired or replaced); and
3. Providing any invoices paid to third-party vendors for the remediation of the Remediated Adverse Material Fact.

BUYER: You are encouraged to confirm with your own inspectors and/or appropriate professionals that any remediation of a Remediated Adverse Material Fact did in fact fully and completely remediate the Remediated Adverse Material Fact.

DISCLOSURE IS REQUIRED EVEN IF SELLER DID NOT OCCUPY PROPERTY. Seller is required to disclose all ADVERSE MATERIAL FACTS about which they have ACTUAL KNOWLEDGE, *even if they have never occupied the Property.*

CHECK THE BOX AT THE END OF EACH SECTION TO INDICATE NO KNOWLEDGE OF ADVERSE MATERIAL FACTS. If Seller has *no* ACTUAL KNOWLEDGE of ADVERSE MATERIAL FACTS relating to the feature, fixture, and/or element, check the box at the end of each section. **NOTE: EVERY SECTION SHOULD EITHER DISCLOSE AN ADVERSE MATERIAL FACT RELATING TO THAT SECTION OR INDICATE THAT SELLER HAS NO KNOWLEDGE OF ADVERSE MATERIAL FACTS RELATED TO THAT ELEMENT OF THE PROPERTY.**

NEWLY DISCOVERED ADVERSE MATERIAL FACTS. Seller **MUST** update this Disclosure Statement *promptly* after discovery of any Newly Discovered Adverse Material Facts (See NMAR Form 1110A – Addendum to Adverse Material Facts Disclosure Statement). Buyer’s right to object to the Newly Discovered Adverse Material Facts is set forth in the Purchase Agreement.

EXAMPLES PROVIDED ARE NOT ALL INCLUSIVE. Each element of the Property listed include several specific examples of features or fixtures associated with that element of the Property. Neither the list of elements, nor the list of examples, includes all possible elements of the Property or features associated with those elements. **Seller’s disclosures should NOT be limited to the examples provided.**

ATTACH AN EXHIBIT IF MORE SPACE IS NEEDED. If more space is required to disclose ADVERSE MATERIAL FACTS for any given section or for an issue for which there is no section, attach an exhibit (NMAR Form 2200) indicating the section number, if applicable, and the Adverse Material Facts being disclosed.

INFORMATION SHEETS AVAILABLE. Buyers and Sellers are encouraged to request copies of the information sheets referenced in this Adverse Material Facts Disclosure Statement. For a complete list of information sheets available through NMAR, ask your Broker.

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**NEW MEXICO ASSOCIATION OF REALTORS® — 2025
ADVERSE MATERIAL FACTS
PROPERTY DISCLOSURE STATEMENT**



SELLER PROVIDES THIS DISCLOSURE STATEMENT IN ORDER TO DISCLOSE TO BUYER(S) AND PROSPECTIVE BUYER(S) ADVERSE MATERIAL FACTS CONCERNING THE PROPERTY ABOUT WHICH SELLER HAS ACTUAL KNOWLEDGE.

DISCLOSURE STATEMENT TO BE COMPLETED BY SELLER, NOT BROKER

This Disclosure Statement involves certain real property located at:

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

Legal Description _____

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

AUTHORIZATION AND HOLD HARMLESS: Seller hereby authorizes Listing Broker to provide a copy of this Disclosure Statement to any person or entity in connection with any actual or anticipated sale of the Property. Seller further agrees to indemnify and hold Listing Broker and Brokerage harmless from all claims for damages based upon the disclosures made in this Disclosure Statement and for Seller's failure to disclose any **ADVERSE MATERIAL FACTS** known to the Seller.

SELLER REPRESENTATIONS: Seller affirms that the information contained in this Disclosure Statement is correct to Seller's **ACTUAL KNOWLEDGE** as of the date signed by Seller. Seller warrants that he/she has prepared this Disclosure Statement and any attachments hereto and that this Disclosure Statement encompasses all **ADVERSE MATERIAL FACTS** concerning the Property that are actually known to the Seller as of the date signed by Seller. If Seller becomes aware of any changes in the foregoing information, Seller shall update this Disclosure Statement promptly after discovery. If the Property is part of a Common Interest Community, this Disclosure Statement is limited to the Property or Unit itself, unless otherwise indicated.

Seller to check all that apply:

- Seller currently occupies the Property. _____ (beginning date)
- Seller occupied the Property from _____ to _____ (dates).
- Seller has never occupied the Property.
- Property is currently leased.
- Property includes a residential dwelling(s) built prior to 1978.
- Property is located within a HOA (Homeowners' Association), COA (Condo Owners' Association) or other Owners' Association.
- Property is located within a PID (Property Improvement District).
- Property includes a Manufactured, Modular or Off-site Built Home(s).
- Property is located within governmentally designated flood plain or wetland area.

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**NEW MEXICO ASSOCIATION OF REALTORS® — 2025
ADVERSE MATERIAL FACTS
PROPERTY DISCLOSURE STATEMENT**



EXAMPLES PROVIDED ARE NOT ALL INCLUSIVE. Each element of the Property listed include several specific examples of features or fixtures associated with that element of the Property. Neither the list of elements, nor the list of examples, includes all possible elements of the Property or features associated with those elements. **Seller’s disclosures should NOT be limited to the examples provided.**

1. ACCESS (Easements, Private, Public, Shared Road Agreements, etc.)

Describe any known issues such as: Legal Disputes Concerning Access, Uninsurable Access, Individuals/entities who/that access or cross any part of the Property or otherwise utilize the Property.

If checked, Seller affirms no actual knowledge of adverse material facts regarding these elements

2. APPLIANCES (Dishwashers, Dryers, Microwaves, Refrigerators, Ranges, Washers, etc.)

Describe any known issues such as: Inefficient and/or Inoperable Appliances/Components.

If checked, Seller affirms no actual knowledge of adverse material facts regarding these elements

3. BASEMENTS AND/OR SUBTERRAIN CONSTRUCTION

Describe any known issues such as: Evidence of water, flooding, seepage, moisture, inoperable sump pump, etc.

If checked, Seller affirms no actual knowledge of adverse material facts regarding these elements

4. BUILDING/STRUCTURAL/FOUNDATION (Ceilings, Doors, Exterior/Interior Walls, Flooring, Foundation, Slabs, Windows, etc.)

Describe any known issues such as non-closing door and windows; unlevel floors; cracks in walls, ceilings, stucco, fireplace, concrete slabs/sidewalks; sagging beams and headers; foundation piers/posts/anchors/support, etc.

If checked, Seller affirms no actual knowledge of adverse material facts regarding these elements

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**NEW MEXICO ASSOCIATION OF REALTORS® — 2025
ADVERSE MATERIAL FACTS
PROPERTY DISCLOSURE STATEMENT**

5. BUILT-IN SYSTEMS (*Central Vacuum, Garage Openers, Intercoms, Security Systems, Smart House Technology, etc.*)

Describe any known issues such as: Damaged or inoperable system or missing components, etc.

If checked, Seller affirms no actual knowledge of adverse material facts regarding these elements

6. DOMESTIC WATER SUPPLY (*Associations, City/Municipal, Community, Private or Shared Wells, Storage Tanks, etc.*)

Describe any known issues such as: Inefficient and/or Inoperable Systems, Low Supply/Production, Poor Quality, Requirement to Hook Up to City/Municipal/Community Water, Restrictions (drought or legal), etc.

If checked, Seller affirms no actual knowledge of adverse material facts regarding these elements

7. WIRING (*Cable, Electrical, Ethernet, Telephone, etc.*)

Describe any known issues such as: Aluminum wiring, Faulty Systems, Faulty Wiring, Limited Internet, Non-Functioning Switch or Receptacle, etc.

If checked, Seller affirms no actual knowledge of adverse material facts regarding these elements

8. FLOODING (*Building, Property, Arroyos, Riverbeds, etc.*)

Describe any known issues such as: Damage Caused by Inefficient, Inoperable and/or Broken Pipes, Interior or Exterior Flooding, Improper Draining, Grading Problems, Standing Water, etc.

If checked, Seller affirms no actual knowledge of adverse material facts regarding these elements

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**NEW MEXICO ASSOCIATION OF REALTORS® — 2025
ADVERSE MATERIAL FACTS
PROPERTY DISCLOSURE STATEMENT**

9. HAZARDOUS, ENVIRONMENTAL AND TOXIC

Describe known issues such as: Asbestos, Clandestine Drug Laboratories, Environmentally Sensitive Area, Landfill or Waste Dump, Cannabis Production, Mold, Radon, Reports of Lead-Based Paint, Underground Storage Tanks, etc.

If checked, Seller affirms no actual knowledge of adverse material facts regarding these elements

10. HEATING AND/OR COOLING SYSTEMS

Describe any known issues such as: Inefficient and/or Inoperable System(s), Rooms without Heating and/or Cooling, etc.

If checked, Seller affirms no actual knowledge of adverse material facts regarding these elements

11. INSURANCE CLAIMS

Describe any claim such as: Fire, Hail, Smoke and/or Water Damage, etc. Describe if insurance proceeds, if received, were used to remediate the subject of the claim.

If checked, Seller affirms no actual knowledge of adverse material facts regarding these elements



**NEW MEXICO ASSOCIATION OF REALTORS® — 2025
ADVERSE MATERIAL FACTS
PROPERTY DISCLOSURE STATEMENT**

12. IRRIGATION RIGHTS AND SYSTEMS (Ditches, Irrigation Wells, Pivots, Sprinklers, etc. NOT Domestic Wells)
Describe any known issues such as: Disputed Rights, Failing and/or Inoperable Systems, Low Production Ditches or Wells, Restrictions (legal or drought), etc.

If checked, Seller affirms no actual knowledge of adverse material facts regarding these elements

13. NOISE, ODORS AND/OR POLLUTION (Does NOT include noise, odors and/or pollution in areas directly adjacent or surrounding the Property, which issues are governed by Paragraph 20 of NMAR Form # 2104 – Purchase Agreement – Residential Resale)
Describe any known issues such as: Continuous or Periodic Noise in/on the Property, Continuous or Periodic Odors in/on the Property, Pet Odors in/on the Property, etc.

If checked, Seller affirms no actual knowledge of adverse material facts regarding these elements

14. PEST OR ANIMAL INFESTATION AND/OR DAMAGE
Describe any known issues such as: Damage caused by Animals, Rodent Infestation, Termites, etc..

If checked, Seller affirms no actual knowledge of adverse material facts regarding these elements

15. PLUMBING (Gas Lines, Radiant Heating, Sprinkler Systems, Water Heaters, Water Supply Lines, etc.)
Describe any known issues such as: Leaks, Inefficient and/or Inoperable Systems, Inferior Products (i.e., Entran II, Kitec, Polybutylene), etc.

If checked, Seller affirms no actual knowledge of adverse material facts regarding these elements



**NEW MEXICO ASSOCIATION OF REALTORS® — 2025
ADVERSE MATERIAL FACTS
PROPERTY DISCLOSURE STATEMENT**

16. POOLS, SPAS AND/OR SAUNA (Covers, Equipment, Liners, Surface, etc.)

Describe any known issues such as: Abandoned pools/spas/saunas, Inefficient or Inoperable Systems (e.g., filters, motors, pumps), Leaks, etc.

If checked, Seller affirms no actual knowledge of adverse material facts regarding these elements

17. RENEWABLE ENERGY (Hydropower, Solar, Wind Turbines, etc.)

Describe any known issues such as: Inefficient and/or Inoperable Systems (e.g. Batteries, Converters, Panels, Turbines), etc.

If checked, Seller affirms no actual knowledge of adverse material facts regarding these elements

18. ROOF SYSTEM, GUTTERS AND/OR DOWNSPOUTS (PARAPETS, SKYLIGHTS/SOLAR TUBES)

Describe any known issues such as: Leaks, Deterioration, Inefficient and/or Inoperable Systems, Ponding, Clogged Gutters, and/or Downspouts, etc.

If checked, Seller affirms no actual knowledge of adverse material facts regarding these elements

19. SEWER AND/OR SEPTIC SYSTEM(S)

Describe any known issues such as: Back-ups, Clogging, Inefficient and/or inoperable Leach Field, Cracked or Leaking Holding Tanks, Sewer Line Intrusion(s), Improperly Abandoned System(s), Requirement to hook-up to City/Community/Municipal Sewer, etc.

If checked, Seller affirms no actual knowledge of adverse material facts regarding these elements



**NEW MEXICO ASSOCIATION OF REALTORS® — 2025
ADVERSE MATERIAL FACTS
PROPERTY DISCLOSURE STATEMENT**

20. SOIL, VEGETATION AND/OR LANDSCAPING

Describe any known issues such as: Contaminated and/or Non-Fertile Soil, Diseased and/or Dying and/or Infested Plants/Trees/Shrubs, etc, Sprinklers/Drip System issues or Lack of Coverage.

If checked, Seller affirms no actual knowledge of adverse material facts regarding these elements

21. SUPPLEMENTAL WATER SUPPLY (AGRICULTURAL/LIVESTOCK) (Dirt Tanks, Livestock Wells, Ponds, Storage Tanks, Streams, etc.)

Describe known issues such as: Inefficient and/or Inoperable Systems, Low Supply/Production, Poor Quality, Restrictions (Legal or Drought), etc.

If checked, Seller affirms no actual knowledge of adverse material facts regarding these elements

22. USE, ZONING AND/OR LEGAL

Describe any known issues such as: Citations from Government Entity, First Right of Refusal, Historic Overlay, Judgments, Lawsuits or Legal Proceedings, Liens, Recipients of Class Action Lawsuit (Kitec, Polybutylene, etc.), Un-Permitted Construction and/or Repairs, Violations of New Mexico Subdivision Act, etc.

If checked, Seller affirms no actual knowledge of adverse material facts regarding these elements

23. OTHER



**NEW MEXICO ASSOCIATION OF REALTORS® — 2025
ADVERSE MATERIAL FACTS
PROPERTY DISCLOSURE STATEMENT**

IMPORTANT NOTICE TO SELLER(S) AND BUYER(S)

The PURCHASE AGREEMENT, NOT this DISCLOSURE STATEMENT, determines whether an item is included or excluded from the sale.

SELLER(S) warrants that the information herein is true, correct, and complete to the best of the Seller's ACTUAL KNOWLEDGE and belief as of the date signed by Seller.

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

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

BUYER'S DUE DILIGENCE: This Disclosure Statement is not a substitute for any inspections the Buyer may wish to obtain. Buyer is advised to exercise all his rights under and in accordance with the Purchase Agreement to investigate the Property. Unless otherwise waived, Buyer(s) may complete any and all inspections of the Property that he deems necessary. The Buyer's rights to object to inspections and terminate the Agreement based on inspections are set forth in the Inspections Paragraph of the Purchase Agreement. Buyer is advised to thoroughly review those rights and understand the process. **The fact this Disclosure Statement fails to disclose an adverse material fact concerning a particular feature, fixture, and/or element of the Property DOES NOT imply that the same is free of defects.**

BUYER(S) acknowledges receipt of this DISCLOSURE STATEMENT.

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

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



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



**LEAD-BASED PAINT, RENOVATION, REPAIR AND PAINTING
PROGRAM DISCLOSURE ADDENDUM**

This Addendum is to be used when the Property at issue was built prior to 1978 and has been renovated, as defined below, since April 22, 2010. The disclosures made herein are separate from and in addition to those disclosures required by the Lead-Based Paint Disclosure Rule (See NMAR Form 5112, Lead-Based Paint Addendum to Purchase Agreement and NMAR Form 5113, Lead-Based Paint Disclosure Before Lease).

The Lead-Based Paint Renovation, Repair and Painting Program ("Program") took effect April 22, 2010 and governs renovation activities in target housing and child-occupied facilities. Target housing is defined as any housing constructed prior to 1978, except zero-bedroom dwellings and housing for the elderly or persons with disabilities (unless any child who is less than six years of age resides or is expected to reside in such housing for the elderly or persons with disabilities). Please refer to NMAR Form 2315, Lead-Based Paint (LBP) Renovation Repair Information Sheet, for the definition of child-occupied facility. Renovation is defined under the Program as the modification of any existing structure, or portion thereof that results in the disturbance of painted surfaces, unless that activity is performed as part of an abatement. The term renovation includes, but is not limited to, the removal, modification or repair of painted surfaces or painted components. Owners who perform their own renovations on their own owner-occupied housing are exempt from the Program. Please refer to NMAR Form 2315 for more information.

PLEASE NOTE: If you have contracted to have renovations performed on your owner-occupied housing since April 22, 2010, the contractor you hired must have completed renovations in compliance with Program requirements. If the contractor did not comply with Program requirements, the contractor may be subject to civil and criminal penalties up to \$37,500 for each violation, imprisonment or both.

IMPORTANT: IF YOU ARE THE OWNER OF RENTAL PROPERTY AND HAVE PERFORMED YOUR OWN RENOVATIONS ON THE RENTAL PROPERTY SINCE APRIL 22, 2010, YOU MUST HAVE COMPLETED RENOVATIONS IN COMPLIANCE WITH THE PROGRAM. IF YOU DID NOT COMPLETE RENOVATIONS IN COMPLIANCE WITH PROGRAM REQUIREMENTS, YOU MAY BE SUBJECT TO CIVIL AND CRIMINAL PENALTIES UP TO \$37,500 FOR EACH VIOLATION, IMPRISONMENT OR BOTH. IF YOU HAVE PERFORMED YOUR OWN RENOVATIONS ON YOUR RENTAL PROPERTY SINCE APRIL 22, 2010, DO NOT COMPLETE THIS FORM BEFORE REVIEWING NMAR FORM 2315, LEAD-BASED PAINT (LBP) RENOVATION REPAIR INFORMATION SHEET AND OBTAINING LEGAL ADVICE FROM AN ATTORNEY.

This Disclosure Addendum is made part of the Commercial Property Lease/Rental Agreement Seller's Property Disclosure Statement Purchase Agreement Property Management Agreement Residential Rental Agreement Other _____ dated _____ between the following parties: _____ and _____

and relating to the following Property: _____

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

Legal Description _____

Describe the nature of the renovations conducted on the Property:

1. When were renovations completed? _____
2. If known, name of person(s) and/or contractor(s) who and/or firm(s) that conducted renovations: _____

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**NEW MEXICO ASSOCIATION OF REALTORS® — 2025
ADDENDUM NO. _____
LEAD-BASED PAINT, RENOVATION, REPAIR AND PAINTING
PROGRAM DISCLOSURE ADDENDUM**



3. Was the contractor(s) certified under the Program? Yes No Don't Know

4. Were the renovations performed in compliance with the Program? Yes No Don't Know

PLEASE NOTE: PER THE LEAD-BASED PAINT DISCLOSURE RULE, THE OWNER MUST PROVIDE ALL AVAILABLE DOCUMENTATION PERTAINING TO LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS, INCLUDING, BUT NOT LIMITED TO ALL RECORDS, REPORTS, AND TEST RESULTS. AS APPLICABLE, SEE NMAR FORM 5112, LEAD-BASED PAINT ADDENDUM TO PURCHASE AGREEMENT, AND/OR NMAR FORM 5113, LEAD-BASED PAINT DISCLOSURE BEFORE LEASE.

For more information on the hazards of lead-based paint, lead-based paint regulations and lead-safe work practices, please visit www.epa.gov/lead and www.hud.gov/lead.

BUYER(S)/TENANT(S)

Buyer Signature

Printed Name

Date

Time

Buyer Signature

Printed Name

Date

Time

SELLER(S)/OWNER(S)

Seller Signature

Printed Name

Date

Time

Seller Signature

Printed Name

Date

Time

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



**NEW MEXICO ASSOCIATION OF REALTORS® — 2025
HOMEOWNERS' ASSOCIATION (HOA) DOCUMENT
AND DISCLOSURE CERTIFICATE REQUEST**



! IMPORTANT NOTICE TO BUYER/SELLER !

Per New Mexico law, a Seller/Homeowner must provide the documents/information herein to a Buyer prior to closing. Within 10 business days after receipt of a written request from a Seller/Homeowner, an HOA must make the documents listed in Section 1 available to a Seller/Homeowner and must provide to a Seller/Homeowner the information listed under Section 2 (the "Disclosure Certificate"). An HOA may not charge more than 10 cents per copy for documents in Section 1 and no more than \$300 for the Disclosure Certificate. The HOA may only charge a fee for the Disclosure Certificate at closing and ***ONLY IF*** the transaction closes. **THE ANSWERS TO QUESTIONS B AND C OF THE DISCLOSURE CERTIFICATE (italicized below) ARE ONLY VALID FOR 60 DAYS.** If after 60 days, the Seller/Homeowner requests that the HOA update the answers to the italicized questions, the HOA must provide the updated information within three (3) business days of request and may charge no more than \$50.00 to do so. Such updated information shall be valid for 60 days. Buyer has until the HOA Disclosure Certificate Objection Deadline in the Purchase agreement or seven (7) days from date of receipt of the Disclosure Certificate, whichever is later, to terminate the Purchase Agreement based on information in the Disclosure Certificate.

In accordance with the New Mexico Homeowners Association Act, the Property Owner and/or his agent _____ ("Seller") requests that the _____ Homeowners' Association (HOA) furnish the following information no later than _____ with respect to the following Property: _____
Address (Street, City, State, Zip Code) _____

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

- 1. GENERAL INFORMATION. NOTE TO SELLER/SELLER'S AGENT:** Check all applicable boxes below.
NOTE to HOA: Per the HOA Act, the HOA may **ONLY** charge reasonable **copy** expenses associated with the production of the documents in this Section.
- A. Declaration of the HOA (other than the plats and plans). The Declaration is often the first section of the Covenants, Condition and Restrictions.
 - B. Bylaws of the HOA
 - C. Rules of the HOA. The Rules of the HOA may also be referred to as the "Policies" of the HOA.
 - D. Covenants, Conditions and Restrictions applicable to the Property
- 2. DISCLOSURE CERTIFICATE.**
- A. There is is not a right of first refusal or other restraint on the free alienability of the Property. If there is a right of first refusal or other restraint on the free alienability of the Property, the terms of such are as follows:
 - B. *The amount of the following:*
 - i. monthly quarterly annually common expense assessment \$ _____ and
 - ii. *unpaid common expense or special assessment currently due and payable from the Seller:*
\$ _____

PER NEW MEXICO LAW, A BUYER IS NOT LIABLE FOR ANY UNPAID ASSESSMENT OR FEE GREATER THAN THE AMOUNT PRORATED TO THE DATE OF CLOSING.
 - C. *The amount of other fees payable by the Seller Property owner:*
PER NEW MEXICO LAW, A BUYER IS NOT LIABLE FOR ANY UNPAID ASSESSMENT OR FEE GREATER THAN THE AMOUNT, PRORATED TO THE DATE OF CLOSING

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**NEW MEXICO ASSOCIATION OF REALTORS® — 2025
HOMEOWNERS' ASSOCIATION (HOA) DOCUMENT**



AND DISCLOSURE CERTIFICATE REQUEST

- D. The amount of any capital expenditures anticipated by the HOA and approved by the HOA Board of Directors for the current fiscal year and the two next succeeding fiscal years: \$ _____.
- E. The amount of any reserves for capital expenditures and of any portions of those reserves designed by the HOA for any approved projects: \$ _____.
- F. The most recent regularly prepared balance sheet and income and expense statement, if any, of the HOA: Attached hereto as Exhibit _____.
- G. The current operating budget of the HOA: Attached hereto as Exhibit _____.
- H. Does the HOA have actual knowledge of any unsatisfied judgments or pending suits against the HOA? YES NO
If yes, identify the judgments and/or pending lawsuits and provide the status of any such judgments or suits:

- I. Does the HOA provide insurance coverage for the benefit of Property owners and the HOA Board of Directors?
 YES NO If yes, describe the policy: _____
- J. Do the records of the HOA reflect alterations or improvements to the lot that violate the Declaration? YES NO
If yes, describe the violation: _____
- K. Is there a leasehold estate affecting the HOA? YES NO If yes, provide a statement of the remaining term of the leasehold and the provisions governing any extension or renewal thereof: _____
- L. The contact person and contact information for the HOA: _____

CERTIFICATION IS REQUESTED BY:

By signature hereto, Seller Seller's Agent Seller's Broker

Signature	Date	Time
Signature	Date	Time
Name (Print)	Email Address	
Name (Print)	Email Address	

PREPARED BY:

HOA Representative Signature	Date
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CERTIFICATION IS DELIVERED TO BUYER

By signature hereto, Seller or Seller's Agent Seller's Broker certifies that he/she has delivered to the Buyer Buyer's Broker, the above information.

Signature	Date	Time
Signature	Date	Time
Name (Print)	Email Address	
Name (Print)	Email Address	

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**NEW MEXICO ASSOCIATION OF REALTORS® — 2025
 HOMEOWNERS' ASSOCIATION (HOA) DOCUMENT
 AND DISCLOSURE CERTIFICATE REQUEST**



PER NEW MEXICO LAW, THE SELLER IS NOT LIABLE TO THE BUYER FOR ANY ERRONEOUS INFORMATION PROVIDED BY THE HOA AND INCLUDED IN THE DISCLOSURE CERTIFICATE.

ACKNOWLEDGEMENT OF RECEIPT BY BUYER – NOTE: Buyer has until the HOA Disclosure Certificate Objection Deadline in the Purchase agreement or seven (7) days from date of receipt of the Disclosure Certificate, whichever is later, to terminate the Purchase Agreement based on information in the Disclosure Certificate.

By signature hereto, Buyer acknowledges receipt of the above information.

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

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

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