



Anatomy of a Listing Contract

4 Hours CE “Core Course Elective”

This course will focus on the students with a Professional, working knowledge of the RANM Listing Agreement, as well as required disclosures and forms that are likely to be used when listing residential properties

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REALTOR'S® ASSOCIATION OF NEW MEXICO INFORMATION SHEETS AND NOTICES AND DISCLOSURES – 2018

- ☐ AFIDA Information Sheet (RANM Form 2304A)
- ☐ Broker Duties (RANM Form 1401)
- ☐ Clandestine Drug Laboratory Remediation Information Sheet (RANM Form 2306)
- ☐ Confirmation of Receipt of Lead Based Paint Pamphlet (Renovation) RANM Form 5117)
- ☐ Earnest Money Dispute Information Sheet (RANM Form 2310)
- ☐ Estimated Property Tax Levy Disclosure Information Sheet (RANM Form 3275)
- ☐ FIRPTA Information Sheet (RANM Form 2304)
- ☐ Homeowners' Association Disclosure Certificate (RANM Form 4700)
- ☐ HUD Notice: "For Your Protection: Get a Home Inspection" (Form 92564.CN)
- ☐ Lead-Based Paint Addendum to Purchase Agreement (RANM Form 5112)
- ☐ Lead-Based Paint Disclosure Before Lease (RANM Form 5113)
- ☐ Lead-Based Paint (LBP) Renovation Repair and Painting Information Sheet (RANM Form 2315)
- ☐ Limited Services Notice, Buyers Broker to Seller (RANM Form 1207)
- ☐ Manufactured Housing Information Sheet (RANM Form 2305)
- ☐ Mediation Information for Clients and Customers Information Sheet (RANM Form 5118)
- ☐ Mold Information Sheet (RANM Form 2309)
- ☐ Public Improvement District Disclosure (RANM Form 4550)
- ☐ Public Improvement District Information Sheet (RANM Form 4500)
- ☐ Options/Lease Purchase Information Sheet (RANM Form 6200)
- ☐ Recording Notice of the Homeowners' Association Act Information Sheet (RANM Form 4600)
- ☐ New Construction Information Sheet (RANM Form 2400)
- ☐ Seller Financing Under the Truth in Lending Act Information Sheet (RANM Form 2405)
- ☐ Septic System Contingency Addendum (RANM Form 5120A)
- ☐ Septic Systems Information Sheet (RANM Form 2308)
- ☐ Service-Member Civil Relief Act Information Sheet (RANM Form 6104)
- ☐ Short Sales Information Sheet (RANM Form 2107)
- ☐ Taos Association of REALTORS® Land Grant Disclosure Sheet (RANM Form 2320)
- ☐ Tenant's Rights in Event of Foreclosure Information Sheet (RANM Form 6120)
- ☐ Water Rights and Domestic Well Information Sheet (RANM Form 2307)

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REALTORS® ASSOCIATION OF NEW MEXICO LEAD-BASED PAINT ADDENDUM TO PURCHASE AGREEMENT - 2018

Federal law requires Seller to provide to Buyer all disclosures set forth in this Addendum AND to receive acknowledgment from Buyer that Buyer has received these disclosures PRIOR TO full execution of the Purchase Agreement. Further, Buyer shall not be obligated to purchase the Property unless Buyer has been provided an opportunity to inspect the Property as set forth in this Addendum.

This Disclosure and Acknowledgment will be attached as Addendum No. _____ to the Purchase Agreement between the Buyer and Seller, dated, _____, _____,
Relating to the following Property:

_____ Address _____ City _____ Zip Code _____

Legal Description _____

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

1. LEAD WARNING STATEMENT.

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

2. SELLER'S DISCLOSURE.

A. Presence of lead-based paint and/or lead-based paint hazards (initial (i) or (ii) below as applicable):

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

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

B. Records and reports available to the Seller (initial (i) or (ii) below as applicable):

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

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

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3. BUYER'S ACKNOWLEDGEMENT. (both A and B should be initialed):

_____ A. Buyer has received the Lead-Based Paint Warning Statement set forth in Paragraph 1 above, the Seller's Lead-Based Paint Disclosures referenced in Paragraph 2(A) and if applicable, the records and reports accompanying Seller's Disclosures referenced in Paragraph 2(B).

_____ B. Buyer has received the pamphlet "Protect Your Family from Lead in Your Home."

4. BUYER'S RIGHTS. (initial A or B below as applicable):

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

_____ B. Buyer has waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

5. BROKER'S CERTIFICATION. (both A and B should be initialed):

Both the Seller's Broker and the Buyer's Broker (if compensated by the Seller or Seller's Broker) are considered the "agents" under the Regulations and are required to certify as follows and sign this form, regardless of their brokerage relationships. Therefore, both the Seller and Buyer's brokers should initial below UNLESS the Buyer's Broker is being compensated entirely by the Buyer.

_____ A. Agent has informed Seller of Seller's obligations under Sec. 42 U.S.C.A. 4852d to:

- _____ 1) Provide Buyer with the federally approved pamphlet, "Protect Your Family from Lead in Your Home;"
- _____ 2) Complete this Lead-based Paint Addendum before giving it to Buyer;
- _____ 3) Disclose any known lead-based paint or lead-based paint hazards in the Property;
- _____ 4) Deliver to Buyer a list of and copies of all records and reports pertaining to lead-based paint and/or lead based paint hazards in the Property;
- _____ 5) Provide Buyer with a ten-day (10) period (or other period mutually agreed in writing by Buyer and Seller) to have the Property inspected;
- _____ 6) Retain a completed copy of this Addendum for at least three (3) years following the closing of the sale.

_____ B. Agent is aware of Agent's duty to ensure compliance with the requirements of Sec. 42 U.S.C.A. 4852d.

Warning

Provisions of this form are required by Federal Regulations and should not be revised.

Certification

Each of the following parties has reviewed the information above and certifies, to the best of his or her knowledge, that the information provided by that party is true and accurate.

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SELLER

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

BUYER

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

SELLER'S BROKER

Listing Firm			
By (Print)		Broker <input type="checkbox"/> is <input type="checkbox"/> is not a REALTOR®	
By (Signature)		Date	Time
Address		City	State Zip Code
Business Phone		Fax	Email Address

BUYER'S BROKER

Selling Firm			
By (Print)		Broker <input type="checkbox"/> is <input type="checkbox"/> is not a REALTOR®	
By (Signature)		Date	Time
Address		City	State Zip Code
Business Phone		Fax	Email Address



REALTORS® ASSOCIATION OF NEW MEXICO INFORMATION SHEET

LEAD-BASED PAINT (LBP) RENOVATION REPAIR AND PAINTING PROGRAM - 2018

THE LEAD-BASED PAINT RENOVATION, REPAIR AND PAINTING PROGRAM ("PROGRAM") GOVERNS RENOVATION ACTIVITIES IN BUILDINGS "TARGETED" BY THE PROGRAM. THE PROGRAM COVERS TRAINING AND CERTIFICATION OF RENOVATORS, PRE-RENOVATION NOTIFICATION REQUIREMENTS, WORK PRACTICE REQUIREMENTS BEFORE, DURING AND AFTER RENOVATIONS, POST-RENOVATION COMPLIANCE NOTIFICATION AND RECORD KEEPING. THIS INFORMATION SHEET SUMMARIZES SOME OF THE KEY COMPONENTS OF THE PROGRAM. IT IS NOT ALL INCLUSIVE AND SHOULD NOT BE RELIED UPON WHEN CONDUCTING ACTIVITIES GOVERNED BY THE PROGRAM. REFER TO www.epa.gov/lead FOR COMPLETE INFORMATION ON THE PROGRAM AND CONSULT YOUR ATTORNEY WITH QUESTIONS AND CONCERNS.

PERSONS TO WHOM THE PROGRAM APPLIES: Owners and Property Managers who *have renovations performed for compensation on properties "TARGETED" by the Program* and Contractors, such as painters, plumbers, carpenters and electricians *who perform renovations for compensation on properties "TARGETED" by the Program.*

PROPERTIES "TARGETED" BY THE PROGRAM: 1) Residential houses constructed prior to 1978; 2) Apartments or other multi-family housing units constructed prior to 1978; 3) Child-occupied facilities constructed prior to 1978, including schools and daycares, and, 4) Housing for the elderly and/or disabled constructed prior to 1978 **WHERE CHILDREN LESS THAN SIX (6) YEARS OF AGE RESIDE OR ARE EXPECTED TO RESIDE.**

DEFINITIONS: CHILD-OCCUPIED FACILITY is defined as a building or portion thereof that is visited regularly by the same child less than six (6) years of age, on at least two (2) different days per week when each day's visit lasts at least three (3) hours. Combined weekly visits must total at least six (6) hours and combined annual visits must total at least sixty (60) hours; HOUSING FOR THE ELDERLY refers to retirement communities or similar types of housing reserved for households composed of one or more persons 62 years of age or older at the time of initial occupancy; PRIOR TO 1978 means buildings for which a construction permit was obtained, or if no permit was obtained, buildings on which construction was started, before January 1, 1978; and RENOVATION is defined as any activity that disturbs painted surfaces including: most repairs (painting, plumbing and electrical work), remodeling, carpentry and maintenance activities, such as window replacement.

COMMON AREAS AND EXTERIOR SIDES: The Program applies to common areas and exteriors of "targeted" properties. In child-care facilities, the Program only applies to common areas routinely used by children less than six (6) years of age, such as restrooms and cafeterias and to exterior sides of the building that are immediately adjacent to the child-care facility or common areas used by children less than six (6) years of age.

PROPERTY NOT AFFECTED: 1) Buildings built in or after 1978 (See definition of "Prior to 1978"); 2) Housing for elderly or disabled persons built prior to 1978, **UNLESS CHILDREN UNDER SIX (6) YEARS OF AGE RESIDE OR ARE EXPECTED TO RESIDE THERE;** 3) Zero (0) Bedroom dwellings (Studio Apartments, Dormitories, Barracks, etc.); and, 4) Housing declared Lead-Free in writing by a Certified Inspector or Risk Assessor.

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LEAD-BASED PAINT (LBP) RENOVATION REPAIR AND PAINTING PROGRAM - 2018

PRE-RENOVATION NOTICE REQUIREMENTS: Firms and renovators conducting renovations governed by the Program are required to provide notice to specific individuals prior to beginning renovations. Notice shall include the nature, location, start and end dates of renovations, and a copy of the prescribed Pamphlet entitled *"RENOVATE RIGHT: IMPORTANT LEAD HAZARD INFORMATION FOR FAMILIES, CHILD-CARE PROVIDERS AND SCHOOLS"* ("Pamphlet") or information on how to obtain a copy of the Pamphlet from the firm at no charge. The specific individuals entitled to Notice, time frames for providing Notice, and additional requirements of Notice are available at www.epa.gov/lead.

PRE- AND POST- RENOVATION REQUIREMENTS AND LEAD-SAFE WORK PRACTICES: Firms and renovators conducting renovation activities governed by the Program must follow specific lead-safe work practices during each phase of the renovation which include the following: 1) pre-renovation activities, including, but not limited to Notice (as discussed above) and site-area containment; 2) renovation activities, which include work-area containment of dust and debris and prohibition against the use of certain techniques, such as open flame burning; 3) post-renovation clean-up which includes the use of HEPA vacuums and a "white-glove" verification procedure; and 4) post-renovation compliance notification (as discussed below). Certified renovators will have received training in all of these areas, as well as in the record keeping requirements of the Program. Complete information on the requirements in each of these areas is available at www.epa.gov/lead.

POST-RENOVATION COMPLIANCE NOTIFICATION: Effective July 6, 2010, renovation firms are required to provide owners and occupants of buildings being renovated with a copy of records demonstrating compliance with the Program and work practice requirements. This information must be delivered along with the final invoice for the renovation, or within 30 days of the completion of the renovation, whichever is earlier. This notification can be accomplished through the use of EPA's "Sample Renovation Recordkeeping Checklist". Firms may also develop their own forms or checklists as long as they include all of the required information. This information should be provided in a short, easily read checklist or other form. For common area renovations, the renovation firm must provide the residents "of the affected housing units" with instructions on how to review or obtain this information from the renovation firm at no charge. These instructions must also be provided to parents/guardians of children attending child-care facilities where renovations have been performed. Additional information regarding the Compliance Notification are available at www.epa.gov/lead.

FIRM CERTIFICATION: Firms are required to be certified, to have all employees trained in the use of lead-safe work practices, and to implement lead-safe work practices that minimize occupants' exposure to lead-hazards. Firms must submit an "APPLICATIONS FOR FIRMS" to the Environmental Protection Agency (EPA), signed by the authorized agent of the firm and pay the correct fees. Renovators of the firm must be trained, and lead-safe work practices must be followed.

CERTIFIED FIRM RESPONSIBILITIES: 1) to ensure that all persons who perform activities that disturb painted surfaces on behalf of the firm are either certified renovators or have been trained by a certified renovator; 2) to ensure that a certified renovator is assigned to each renovation and performs all of the certified renovator responsibilities; 3) to ensure that all renovations performed by the firm are done so in accordance with the work practice standards of the Program; 4) to ensure pre-renovation education and post-renovation compliance notification requirements of the Program are performed; and 5) to ensure that the Program's record keeping requirements are met.

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RENOVATOR CERTIFICATION: 1) Attended an eight (8) hour Renovation Training Course offered by an accredited provider, **and** 2) Received a completion certificate **OR** if the renovator had already completed a Lead Abatement Worker or Supervisor Course or a Model Renovation Training Course, attended a four (4) hour refresher course. Renovators must be re-certified every five (5) years. However, the certification of renovators who obtained their training prior to April 22, 2010 is valid until July 1, 2015.

RESPONSIBILITIES OF CERTIFIED RENOVATORS: 1) Must be in overall compliance with the Program requirements; 2) Must use test kits acceptable to EPA; 3) Must provide on-the-job training to workers; 4) Must be physically present at the work site when warning signs are being posted, while work-area containment is being established, and while work-area cleaning is being performed; 5) Must regularly direct work being performed by others to ensure overall compliance; 6) Must be available, either on-site or by telephone at all times renovations are being conducted; 7) Must have with them at all work sites, copies of their initial course completion certificate and their most recent refresher course completion certificate; 8) Must perform project cleaning verification; and 9) Must prepare required records.

EXCEPTIONS TO APPLICATION OF THE PROGRAM: 1) Owner-occupants performing renovations on their own homes; 2) Tenants performing work on their own rental units/homes **PROVIDED, HOWEVER, THE LANDLORD/OWNER DOES NOT REBATE ANY PORTION OF THE RENT OR OTHERWISE COMPENSATE THE TENANT FOR THE WORK;** 3) Abatement actions which permanently eliminate lead-based paint; 4) Emergency renovations which are defined as a sudden unexpected event that presents a safety hazard and/or risk of significant damage and include interim controls performed in response to an elevated blood lead level in a resident child. **THIS EXCEPTION DOES NOT APPLY TO CLEAN-UP OR RECORD KEEPING WHICH ARE STILL REQUIRED PER THE PROGRAM;** and 5) "Minor repairs and maintenance" which is defined as renovations affecting less than six (6) square feet inside and less than twenty (20) square feet outside. The minor repairs and maintenance exception never includes restricted work practices (e.g. open flame burning), nor does it include demolition of surface areas or window replacements unless windows and/or surfaces have been tested, and there has been a written determination from an inspector or risk assessor who used a spot test kit recognized by the EPA that components affected are lead-free. These test results must be disclosed to the owner and tenant. In determining square footage affected, individuals must add together the square footage of all work performed in a thirty (30) day period ("30-Day Rule").

PENALTIES AND COMPLIANCE: The penalty for violations is up to \$37,500 per violation/per day. The EPA's small business compliance policy applies to businesses with 100 or fewer employees. The Policy sets forth guidelines for the EPA to apply in reducing or waiving penalties for small businesses that come forward to disclose violations before the violations are identified by the EPA and that make a good faith effort to correct those violations.

FOR MORE INFORMATION: Visit www.epa.gov/lead to download versions of pamphlets and the Recordkeeping Checklist and to obtain the full text of the Program, interpretive guidance and detailed information on the Program requirements and the Small Business Compliance Policy.



REALTORS® ASSOCIATION OF NEW MEXICO INFORMATION SHEET - PUBLIC IMPROVEMENT DISTRICT ACT - 2018

DESCRIPTION AND PURPOSE OF A PUBLIC IMPROVEMENT DISTRICT

A Public Improvement District (PID) is a means of financing the construction or improvement of local public improvements, such as streets, parks, sewer lines, drainage ways, recreational facilities etc. A PID may issue special levy bonds or general obligation bonds to pay for the improvements or maintenance. The debt service on the bonds (interest, principal etc.) is charged to the property owners within the district in the same manner as are their property taxes. In New Mexico, PIDs are governed by the Public Improvement District Act ("Act"), NMSA 1978, § 5-11-1 et.al.

FORMATION OF A PID

To form a PID, an application for formation of a PID must be submitted to the county or municipality in which the PID will be located ("Governing Body"), along with a petition signed by the owners of at least 25% of the real property proposed to be included in the PID. The Act sets forth the specific requirements of the application. Also, a general plan for the PID must be filed with the county clerk's office in the county in which the PID will be located. The Governing Body may then adopt a resolution declaring its intention to form a PID. The Act sets forth the specific requirements of the resolution. The resolution will direct that a hearing on the formation of the PID be scheduled and that notice be mailed and published as provided by the Act.

After the hearing, the governing body determines whether the PID should be formed based upon the interests, convenience or necessity of the owners, residents of the PID and citizens of the municipality or county in which the proposed PID would be located. If the Governing Body determines that the PID should be formed, it will adopt a resolution ordering that the PID be formed and that an election be held on the question of whether to form the PID.

A formation election shall include the owners of the real property located in the PID and the resident qualified electors. The term "owner" is specifically defined in the Act. Each owner has the number of votes or portions of votes equal to the number of acres or portions of acres owned by that owner in the proposed PID. A resident qualified elector is a person who resides within the boundaries of the PID and who is qualified to vote in the general elections held in the state.

APPROVAL OF PROPOSED IMPROVEMENTS

The PID is governed either by a PID board comprised of the members of the Governing Body or by a board of five directors initially appointed by the Governing Body. Before constructing any public infrastructure improvement, the PID board must approve a study of the feasibility and benefits of the public infrastructure improvement project proposed. The elements of the study are dictated by the Act. Prior to approval of a project, the PID board must provide notice and opportunity to comment to the owners and the Governing Body. For improvements undertaken by the PID after formation, the PID board must hold a public hearing on the study. After the hearing, the PID board may reject, amend or approve the report. If the report is amended substantially, a new hearing shall be held before approval of the project. If the report is approved, the PID board will adopt a resolution approving the public infrastructure improvement, identifying the areas benefited, the expected method of financing and an appropriate system of providing revenues to operate and maintain the project.

GENERAL OBLIGATION AND SPECIAL LEVY BONDS

In order to provide money for any public infrastructure purpose consistent with the general plan, the district board may call for an election to approve a general obligation bond and/or for a hearing to determine whether a special levy should be imposed.

General obligation bonds issued by the Governing Body are secured by a pledge of the Governing Body's ad valorem taxing power. The owners and resident qualified electors must vote to authorize the PID to issue general obligation bonds and a levy of property tax to pay the debt service on the bonds. The bond election may be held in conjunction with the formation election.

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The district board may also hold hearings to determine whether a special levy should be imposed and special levy bonds issued. A special levy is a charge imposed against a property in a particular locality because that property receives a special benefit by virtue of some public improvement, separate and apart from the general benefits accruing to the public at large. For example, if a special levy bond is issued to pay for road improvements on a certain street, only the houses and other buildings on that street will pay the special levy. Unless a local government has enacted an ordinance providing a greater limitation, no special levy bonds may be issued if at the time of issuance of such bonds the estimated total tax and assessment obligation for a class of property, including projected ad valorem taxes and special levies as provided in the feasibility study exceeds a threshold amount as dictated by the Act.

FAILURE TO PAY GENERAL OBLIGATION OR SPECIAL LEVY BOND TAXES/LEVIES

For both general obligation and special levy bonds, the PID board is responsible for imposing and causing the levy to be collected annually on all property within the PID that is subject to the levy to satisfy the debt service on the bonds, at the same time and in the same manner as property taxes are levied and collected. A PID's levy constitutes a lien on all taxable property within the PID subject to the levy. Such lien(s) may be foreclosed in the same manner as other property tax liens under the laws of the state. Liens will include delinquencies and interest. Also, when owners of property located within a PID fail to pay their taxes as required, the PID board may increase the levy or rate for the remaining property owners within the PID to meet the debt obligations.

SELLER'S REQUIRED DISCLOSURES

Effective July 1, 2013, **PRIOR TO** a seller whose lot is located within a PID being able to accept an offer to purchase, the seller, seller's agent or seller's broker must provide the potential buyer a written notice of the following information: 1) information that the property is within a PID; 2) the purpose of the PID; 3) an explanation that the purchaser is obligated to pay any property tax or special levy that is imposed by the PID board; 4) an explanation that the property tax or special levy imposed by the PID board is in addition to any other state, county or other local governmental taxes and assessments; 5) information that the failure to pay the property tax or special levy could result in the foreclosure of the property; 6) information that more information concerning the rate of the property tax or the amount of the assessment and the due dates of each may be obtained from the Governing Body; and 7) information that a feasibility study was completed as part of the formation of the PID and that the feasibility study is available through the Governing Body.

In addition, the seller, seller's agent or seller's broker must provide the following: For special bonds, 1) if a special levy has not been authorized by the PID board, information that a special levy has not been authorized; or 2) if a special levy has been authorized by the PID board: a) the maximum special levy that is authorized to be imposed upon the property in the PID; or b) that the special levy to be imposed on the property in the PID has been prepaid in full as provided in the rate or method of apportionment.

For general obligation bonds: 1) if general obligation bonds have not been issued, information that general obligation bonds have not been issued; or 2) if general obligation bonds have been issued: a) the amount of general obligation bonds that are outstanding; b) the amount of annual debt service on outstanding general obligation bonds; c) that the maximum rate and amount of property taxes that may be imposed upon the property in the PID are limited only by the amount of debt outstanding; and d) the estimated or projected annual mill levy or special levy per one thousand dollars (\$1,000) of assessed value as of the date of the disclosure with an explanation that the estimated levy or rate may be increased by the PID board when necessary to meet debt obligations.

All information regarding the special levy bonds and general obligation bonds, as well as information that failure to pay the property tax or special levy could result in the foreclosure of the property must be set apart in a clear and conspicuous manner and in at least twelve-point bold type. See RANM Form 4550, Public Improvement District Disclosure. There is no explicit provision in the Act that allows a potential purchaser to waive receipt of these disclosures prior to the seller accepting the offer.

LOCATING INFORMATION ABOUT THE PID

All PIDs are required to file and record with the county clerk the resolution ordering formation of the PID, the general plan of the PID and the canvass of any general obligation bond election. In addition, PIDs formed **AFTER** December 31, 2013 must file and record within 30 days before June 1 and December 1 of each year the contact information for the PID

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Board and the required information set forth in the Seller's Required Disclosure Section above. Sellers are required to disclose the information set forth in the above section regardless of when the PID was formed. Because PIDs formed prior to December 31, 2013 are not required to file with the county clerk's office the information set forth above in the Seller's Required Disclosure Section, for properties located in PIDs formed prior to December 31, 2013, sellers will likely have to obtain the Seller Required Disclosure information directly from the PID and/or the Governing Body.

SELLER'S FAILURE TO DISCLOSE THE REQUIRED INFORMATION

In the event of a finalized sale, a buyer who suffers any loss of money or property, real or personal, as a result of a violation of a Seller or Seller's agent or broker not providing this information **BEFORE** accepting an offer to purchase may bring an action to recover actual damages and may be granted injunctive relief under the principles of equity and on terms that the court considers reasonable. Additionally, the court will award attorney fees and costs to the buyer if the buyer prevails and actual damages are awarded to the buyer or to the party charged with a violation, but only if the court finds the buyer's claims were groundless. The relief provided by the Act is in addition to remedies otherwise available against the same conduct under the common law or other laws of the state.

EXCEPTIONS TO THE SELLER'S DISCLOSURE REQUIREMENTS

These Seller Disclosure Requirements do not apply to a transfer: 1) of property under a court order or foreclosure sale; 2) of property by a trustee in bankruptcy; 3) of property to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest; 4) of property by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure; 5) of property by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship or trust; 6) of property from one co-owner to another co-owner of an undivided interest in the real property; or 7) of only a mineral interest or leasehold interest.

FOR ADDITIONAL INFORMATION ON PIDS IN GENERAL AND/OR A SPECIFIC PID, PARTIES SHOULD CONSULT WITH THE SPECIFIC PID, THE GOVERNING BODY IN WHICH THE PROPERTY IS LOCATED AND AN ATTORNEY.



REALTORS® ASSOCIATION OF NEW MEXICO
INFORMATION SHEET
ESTIMATED PROPERTY TAX LEVY DISCLOSURE – 2018

PURPOSE: The Property tax levied on a residential Property for the current year may be a misleading guide to property tax levies in the years following the sale of that Property. Therefore, New Mexico law provides that a prospective Buyer needs information regarding the Property tax obligation in the year following the Property's sale to properly judge the affordability of a contemplated purchase.

SELLER OR SELLER'S BROKER OBLIGATIONS: Prior to accepting an Offer to Purchase, the Property Seller or the Seller's Broker must request from the County Assessor of the county in which the Property at issue is located the Estimated Property Tax Levy with respect to the Property and provide a copy of the Assessor's response in writing to the prospective Buyer or Buyer's Broker.

BASIS FOR ESTIMATED PROPERTY TAX LEVY: The listed price shall be provided to the County Assessor and shall be used as the value of the Property for purposes of calculating the Estimated Property Tax Levy.

BUYER'S BROKER OBLIGATIONS: A Buyer's Broker must provide the Estimated Property Tax Levy to the prospective Buyer immediately upon receiving the estimate from the Seller or Seller's Broker and receive in writing the prospective Buyer's acknowledgment of receipt of the Estimated Property Tax Levy.

BUYER'S OPTION TO WAIVE RIGHT TO RECEIVE DISCLOSURE: The prospective Buyer may waive the disclosure requirements by signing a written document prior to the time the Offer to Purchase is to be made in which the Buyer acknowledges that the required Estimated Property Tax Levy is not readily available and waives disclosure of the Estimated Property Tax Levy.

COUNTY ASSESSOR'S OBLIGATIONS: Upon request, a County Assessor must furnish in writing an Estimated Property Tax Levy with respect to a residential Property in the County, calculated at a Property value specified by the requestor. The County Assessor must comply with the request by the close of business of the business day following the day the request is received. A County may satisfy this obligation through an internet site or other automated format that allows a user to print the requested Estimated Property Tax Levy.

USE OF ESTIMATE IN FUTURE VALUATIONS: A document associated with the request is not a public record or a valuation record. County Assessors are prohibited from using the information provided with a request, including the specified value, to assess the valuation of the Property. Neither the County nor any jurisdiction levying a tax against residential Property in the County is bound in any way by the estimate given.

CONTENTS OF DOCUMENT PROVIDED BY COUNTY ASSESSOR: The County Assessor's Estimated Property Tax Levy must contain the following: 1) the actual amount of Property tax levied for the Property for the current calendar year if the tax rates for the current year have been imposed or in all other cases, the amount

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**REALTORS® ASSOCIATION OF NEW MEXICO
INFORMATION SHEET
ESTIMATED PROPERTY TAX LEVY DISCLOSURE – 2018**

of Property tax levied with respect to the Property for the prior calendar year; 2) the Estimated Property Tax Levy for the calendar year following the year in which the transaction takes place; and 3) a disclaimer similar to the following.

"The Estimated Property Tax Levy is calculated using the stated price and estimates of the applicable tax rates. The County Assessor is required by law to value the Property at its current and correct value, which may differ from the listed price. Further the estimated tax rates may be higher or lower than those that will actually be imposed. Accordingly, the actual Property tax levied may be higher or lower than the estimated amount. New Mexico law requires your real estate Broker or agent to provide you an Estimate Property Tax Levy on the Property on which you have submitted or intend to submit an Offer to Purchase. All real estate Brokers and agents who have complied with these disclosure requirements shall be immune from liability arising from suit relating to the Estimated Property Tax Levy."

SELLER AND REAL ESTATE BROKER LIABILITY: All Property Sellers and real estate Brokers and agents who have complied with these provisions are immune from suit and liability arising from or relating to the Estimated Property Tax Levy.



**REALTORS® ASSOCIATION OF NEW MEXICO
COUNTY ASSESSOR'S PROPERTY TAX LEVY
REQUEST AND CERTIFICATE – 2018**

_____, Listing Broker, on behalf of _____ Seller
requests that the _____ County Tax Assessor furnish the following information for the list price of
\$ _____ in accordance with the New Mexico Estimated Property Tax Levy Disclosure with respect to the
following property:

Property Address _____
Parcel ID _____
Legal Description _____

New Mexico law requires that upon request, a County Assessor must furnish in writing an Estimated Property Tax Levy with respect to a residential Property in the County, calculated at a Property value specified by the requestor. The County Assessor must comply with the request by the close of business of the business day following the day the request is received. A County may satisfy this obligation through an internet site or other automated format that allows a user to print the requested Estimated Property Tax Levy.

REQUESTED BY:

Signature _____	Date _____	Time _____
Printed Name _____	Date _____	Time _____

PLEASE RETURN VIA FAX TO THE ABOVE BROKER AT: _____
Or via email to: _____

**PROPERTY TAX LEVY CERTIFICATE
(To be completed by the County Assessor's Office)**

The following items are required to be provided by the County Assessor:

Actual amount of Property tax levied for the current calendar year: \$ _____ (or if not available) the amount of
Property tax levied for the prior calendar year: \$ _____

The ESTIMATED Property Tax Levy for the year following the current tax year based upon the above list price:
\$ _____

The Estimated Property Tax Levy is calculated using the stated price and estimates of the applicable tax rates. The County Assessor is required by law to value the Property at its "current and correct" value, which may differ from the listed price. Further, the estimated tax rate may be higher or lower than those that will actually be imposed. Accordingly, the actual tax levy may be higher or lower than the estimated amount. New Mexico law requires your real estate Broker or agent to provide you an Estimated Property Tax Levy on the Property you have submitted or intended to submit an Offer to Purchase. All real estate Brokers and agents who have complied with these disclosure requirements shall be immune from suit and liability from suit relating to the Estimated Property Tax Levy.

County Tax Assessor Representative _____	Date _____	Time _____
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REALTORS® ASSOCIATION OF NEW MEXICO SELLER'S PROPERTY DISCLOSURE – RESIDENTIAL – 2018



THIS DISCLOSURE SHOULD BE COMPLETED BY THE SELLER, NOT THE BROKER

Seller states that the information contained in this Disclosure is correct to Seller's ACTUAL KNOWLEDGE as of the date set forth below. Any changes to the information provided in this Disclosure of which seller becomes aware will be disclosed by Seller to Buyer promptly after discovery. If the Property is part of a Common Interest Community, this Disclosure is limited to the Property or Unit itself, except as stated in Section L. Seller hereby authorizes Broker to deliver a copy of this Disclosure to any and all prospective buyers.

NOTE: If an item is not present at the Property or is not to be included in the sale, mark the "N/A" column. The Purchase Agreement, not this Disclosure form, determines whether an item is included in or excluded from the sale.

Date _____

Property Address _____ State _____ Zip Code _____

Seller's Name (Print) _____ Seller's Name (Print) _____

OCCUPANCY: Has the Seller ever occupied the Property? ☐ Yes ☐ No If the "Yes", provide the beginning and ending dates of occupancy: _____

Beginning Date

Ending Date

A	STRUCTURAL CONDITIONS Do any of the following conditions currently exist or is Seller aware of them ever existing:	YES	NO	DO NOT KNOW	IF "YES", EXPLAIN
1	Structural problems				
2	Moisture and/or water problems				
3	History of wood infestation, insects, pests, birds or tree root problems affecting the structure				
4	Damage due to hail, wind, fire or flood				
5	Cracks, heaving or settling problems				
6	Exterior wall or window problems				
7	Building code, city or county violations				
8	Were all necessary permits, approvals and inspections obtained for all construction, repairs, and improvements? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Do Not Know If "no", explain _____				
9	House is built on: <input type="checkbox"/> Slab <input type="checkbox"/> Crawlspace <input type="checkbox"/> Basement				
10	Type of Construction:				

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**REALTORS® ASSOCIATION OF NEW MEXICO
SELLER'S PROPERTY DISCLOSURE – RESIDENTIAL – 2018**



A	STRUCTURAL CONDITIONS – CON'T
11	Type of Exterior: <input type="checkbox"/> Artificial / Synthetic Stucco (EIFS) <input type="checkbox"/> Other _____ Any current or past problems: <input type="checkbox"/> Yes <input type="checkbox"/> No If “yes”, Explain _____
12	Type of floor under carpets, linoleum, etc.:
13	Any additions or alterations made:
Additional Comments: _____	

NOTE: If an item is not present at the Property, mark the “N/A” column.

B	ROOF Do any of the following conditions currently exist or is Seller aware of them ever existing:	N/A	YES	NO	DO NOT KNOW	IF “YES”, EXPLAIN
1	Roof problems					
2	Roof leak: Past					
3	Roof leak: Present					
4	Damage to roof: Past					
5	Damage to roof: Present					
6	Skylight problems					
7	Gutter or downspout problems					
8	Is roof under warranty? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Do Not Know If “yes”, when does warranty expire? _____ If “yes”, is warranty transferable? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Do Not Know If “yes”, has roof work been performed while under current roof warranty <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Do Not Know If “yes”, describe work done: _____					
9	Roof Material: _____ Age _____ Roof Material: _____ Age _____					
Additional Comments: _____						



**REALTORS® ASSOCIATION OF NEW MEXICO
SELLER'S PROPERTY DISCLOSURE – RESIDENTIAL – 2018**



NOTE: If an item is not present at the Property or not included in the sale, mark the "N/A" column.

C	APPLIANCES	N/A	IN WORKING CONDITION?			AGE IF APPLIES AND IS KNOWN	COMMENTS
			YES	NO	DO NOT KNOW		
1	Built-in vacuum system & accessories						
2	Clothes dryer: <input type="checkbox"/> Gas <input type="checkbox"/> Electric <input type="checkbox"/> Vented Outside						
3	Type of clothes dryer hook-up available: <input type="checkbox"/> Gas <input type="checkbox"/> Electric <input type="checkbox"/> None <input type="checkbox"/> Do Not Know <input type="checkbox"/> Other _____						
4	Clothes washer						
5	Dishwasher						
6	Disposal						
7	Freezer						
8	Gas grill						
9	Range Hood						
10	Microwave oven						
11	Oven						
12	Type of oven hookup available: <input type="checkbox"/> Gas <input type="checkbox"/> Electric <input type="checkbox"/> Propane <input type="checkbox"/> None <input type="checkbox"/> Do Not Know <input type="checkbox"/> Other _____						
13	Range <input type="checkbox"/> Gas <input type="checkbox"/> Electric <input type="checkbox"/> Propane						
14	Refrigerator						
15	Refrigerator Water Line						
16	Trash Compactor						
Additional Comments: _____ _____ _____							



REALTORS® ASSOCIATION OF NEW MEXICO SELLER'S PROPERTY DISCLOSURE – RESIDENTIAL – 2018



NOTE: If an item is not present at the Property or is not included in the sale, mark the "N/A" column.

D	ELECTRICAL & TELECOMMUNICATIONS	N/A	IN WORKING CONDITION?			AGE IF APPLIES AND IS KNOWN	COMMENTS
			YES	NO	DO NOT KNOW		
1	Security system: <input type="checkbox"/> Owned <input type="checkbox"/> Leased <input type="checkbox"/> Transferable						
2	Smoke/fire detectors: <input type="checkbox"/> Battery <input type="checkbox"/> Hardwired						
3	Carbon Monoxide Alarm: <input type="checkbox"/> Battery <input type="checkbox"/> Hardwired						
4	Light fixtures						
5	Switches & outlets						
6	Aluminum wiring: <input type="checkbox"/> Pig-tailing _____						
7	Electrical: <input type="checkbox"/> Amps _____						
8	Telecommunications (T-1, fiber, cable, satellite, DSL) <input type="checkbox"/> Owned <input type="checkbox"/> Leased						
9	Satellite System or DSS Dish <input type="checkbox"/> Owned <input type="checkbox"/> Leased						
10	Inside telephone wiring & blocks/jacks						
11	Ceiling fans						
12	Garage Door <input type="checkbox"/> Electric <input type="checkbox"/> Manual If electric, number of garage door remote control(s) _____						
13	Intercom/doorbell						
14	In-wall / Built-in speakers						
15	220 volt service						
16	Landscape lighting						
Additional Comments: _____							



REALTORS® ASSOCIATION OF NEW MEXICO SELLER'S PROPERTY DISCLOSURE – RESIDENTIAL – 2018



NOTE: If an item is not present at the Property or is not to be included in the sale, mark the “N/A” column.

E	MECHANICAL	N/A	IN WORKING CONDITION?			AGE IF APPLIES AND IS KNOWN	COMMENTS
			YES	NO	DO NOT KNOW		
1	Cooling: <input type="checkbox"/> Evaporative Cooler <input type="checkbox"/> Refrigerated Air <input type="checkbox"/> Window Units <input type="checkbox"/> Central Duct Location: _____ Number of Units: _____						
2	Humidifier						
3	Air purifier						
4	Sauna						
5	Steam room/shower						
6	Water heater: # of _____ Capacity _____ Fuel Type _____						
7	Heating: <input type="checkbox"/> Central Forced Air <input type="checkbox"/> Radiant <input type="checkbox"/> Hot Water Baseboard <input type="checkbox"/> Wall Furnace <input type="checkbox"/> Floor Furnace <input type="checkbox"/> Solar <input type="checkbox"/> Geo Thermal <input type="checkbox"/> Other Type of Piping: <input type="checkbox"/> Entran <input type="checkbox"/> Other If “other”, type: _____ Number of Units: _____ Type of duct work: _____ Solar Power System/Panels: <input type="checkbox"/> Owned <input type="checkbox"/> Leased						
8	Fireplace # _____ Type: <input type="checkbox"/> Wood Burning <input type="checkbox"/> Gas Logs <input type="checkbox"/> Log Lighter <input type="checkbox"/> Electric						
9	Stove: Fuel Type: <input type="checkbox"/> Wood <input type="checkbox"/> Pellet <input type="checkbox"/> Other						
10	Fireplace Insert						
11	Fuel Tanks: <input type="checkbox"/> Owned <input type="checkbox"/> Leased						
12	Entry gate system						
13	If known, date of last fireplace/wood stove, chimney/flue cleaning: _____						
14	Are there any rooms without a direct heat source? <input type="checkbox"/> Yes <input type="checkbox"/> No If “yes”, explain: _____						
Additional Comments: _____							

NOTE: If an item is not present at the Property or is not to be included in the sale, mark the “N/A” column.



REALTORS® ASSOCIATION OF NEW MEXICO SELLER'S PROPERTY DISCLOSURE – RESIDENTIAL – 2018



F	WATER, SEWER & OTHER UTILITIES	N/A	IN WORKING CONDITION?			AGE IF APPLIES AND IS KNOWN	COMMENTS
			YES	NO	DO NOT KNOW		
1	Water filter system: <input type="checkbox"/> Owned <input type="checkbox"/> Leased						
2	Water softener: <input type="checkbox"/> Owned <input type="checkbox"/> Leased						
3	Lift station (sewage ejector pump)						
4	Drainage, storm sewers, retention ponds						
5	Grey water storage/use						
6	Sump pump						
7	Underground sprinkler system: <input type="checkbox"/> Partial <input type="checkbox"/> Full Coverage						
8	Fire sprinkler system						
9	Water Pipes: Type(s): <input type="checkbox"/> Lead <input type="checkbox"/> Galvanized <input type="checkbox"/> Kitec <input type="checkbox"/> Copper <input type="checkbox"/> Polybutylene <input type="checkbox"/> Pex <input type="checkbox"/> Do Not Know <input type="checkbox"/> Other _____						
10	Backflow prevention device: <input type="checkbox"/> Domestic <input type="checkbox"/> Irrigation <input type="checkbox"/> Fire <input type="checkbox"/> Sewage						
11	Irrigation pump						
12	Well pump						
13	Reverse Osmosis: <input type="checkbox"/> Owned <input type="checkbox"/> Leased Lease Information:						
14	Plumbing Problems: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Do Not Know If "yes", explain _____						
15	Sewage Problems: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Do Not Know If "yes", explain _____ If "yes", explain _____						
16	Water Pressure Problems: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Do Not Know If "yes", explain _____						
Additional Comments: _____ _____ _____							

NOTE: If an item is not present at the Property or is not to be included in the sale, mark the "N/A" column.



**REALTORS® ASSOCIATION OF NEW MEXICO
SELLER'S PROPERTY DISCLOSURE – RESIDENTIAL – 2018**



G	POOL, SAUNA, HOT TUB, WATER FEATURE	N/A	IN WORKING CONDITION?			AGE IF APPLIES AND IS KNOWN	COMMENTS
			YES	NO	DO NOT KNOW		
1	Pool						
2	Pool Material: <input type="checkbox"/> Vinyl <input type="checkbox"/> Gunite <input type="checkbox"/> Fiberglass <input type="checkbox"/> Other						
3	Pool Type: <input type="checkbox"/> Chlorine <input type="checkbox"/> Saltwater <input type="checkbox"/> Bromine <input type="checkbox"/> Other						
4	Pool Filter						
5	Pool Heater						
6	In-Pool Cleaning Equipment						
7	Pool Cover: Type: _____						
8	Hot Tub						
9	Sauna Room						
10	Steam Room						
11	Water Features Type: _____						
12	Is Pool Service Company being used? If "yes", name of company _____						
13	Has Pool been winterized? <input type="checkbox"/> Yes <input type="checkbox"/> No						
Additional Comments: _____ _____							

H	USE, ZONING & LEGAL ISSUES Do any of the following conditions currently exist or is Seller aware of them ever existing:	YES	NO	DO NOT KNOW	IF "YES", EXPLAIN
1	Zoning violations, variances, conditional use restrictions, violations of an enforceable PUD or non-conforming use				
2	Liens or judgments against the Property				
3	Proposed bonds, assessments, or impact fee's against the Property				



**REALTORS® ASSOCIATION OF NEW MEXICO
SELLER'S PROPERTY DISCLOSURE – RESIDENTIAL – 2018**



H	USE, ZONING & LEGAL ISSUES – CON'T – Do any of the following conditions currently exist or is Seller aware of them ever existing:	YES	NO	DO NOT KNOW	IF 'YES', EXPLAIN
4	Notice or threat of condemnation proceedings				
5	Notice of any adverse conditions from any governmental or quasi-governmental agency that have not been resolved				
6	Violation of restrictive covenants or owners' association rules or regulations				
7	Any building or improvements constructed without approval by the owners' association or the designated approving body, if approval is required				
8	Notice of zoning action				
9	Other legal action				
Additional Comments: _____ _____ _____					

I	ACCESS, PARKING, DRAINAGE & SIGNAGE Do any of the following conditions currently exist or is Seller aware of them ever existing:	YES	NO	DO NOT KNOW	IF "YES" EXPLAIN
1	Access problems				
2	Roads, driveways, trails or paths through the Property used by others				
3	Public highway or county road bordering the Property				
4	Proposed or existing transportation project that affects or is expected to affect the Property				
5	Encroachments, boundary disputes or unrecorded easements				
6	Shared or common areas with adjoining properties				
7	Requirements for curb, gravel/paving, landscaping				
8	Flooding or drainage problems: Past				
9	Flooding or drainage problems: Present				
Additional Comments: _____ _____ _____					



**REALTORS® ASSOCIATION OF NEW MEXICO
SELLER'S PROPERTY DISCLOSURE – RESIDENTIAL – 2018**



J	WATER AND SEWER SUPPLY
1	<p>Does seller own all water rights to the Property? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Do Not Know</p> <p>If “no”, what water rights have been transferred? <input type="checkbox"/> Surface Rights <input type="checkbox"/> Irrigation Rights <input type="checkbox"/> Ditch Rights <input type="checkbox"/> Other</p> <p>Additional details of transfer: _____</p> <p>_____</p> <p>If “no”, are sales/lease/transfer agreements attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If applicable and if not otherwise identified in the agreement(s) attached, contact information for third-party or parties who/which currently hold water rights to the Property: _____</p> <p>_____</p>
2	<p>Type of water supply: <input type="checkbox"/> Public <input type="checkbox"/> Community <input type="checkbox"/> Private (If Property has well, see Section J(3)below)</p> <p>Name and address of service providers: _____</p> <p>Fees per month: _____ Transfer Fee: _____</p> <p>Restrictions and/or regulations _____</p> <p>Water Supply or Yield Problems _____</p>
3	<p>WELL(S) <input type="checkbox"/> N/A</p> <p>TYPE: <input type="checkbox"/> Private Well <input type="checkbox"/> Shared Well <input type="checkbox"/> Cistern <input type="checkbox"/> Irrigation Well <input type="checkbox"/> Other _____</p> <p>If the Property is served by a Well, Well Permit <input type="checkbox"/> Is <input type="checkbox"/> Is Not attached.</p> <p>Shared Well Agreement <input type="checkbox"/> Yes <input type="checkbox"/> No If “yes”, Well-Share Agreement <input type="checkbox"/> Is <input type="checkbox"/> Is Not attached</p> <p>Well location and address _____</p> <p>Separate electric meter (private or shared) <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Is well required to be metered <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Restrictions and/or regulations _____</p> <p>Well Registered with the State Engineers Office <input type="checkbox"/> Yes <input type="checkbox"/> No Permit # _____</p> <p>Additional Well Records attached <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
4	<p>Any other water source for any other use? <input type="checkbox"/> Yes <input type="checkbox"/> No If “yes”, describe: _____</p> <p>_____</p>
5	<p>If there is neither a Well, nor a Water Provider for the Property, then describe the source of potable water for the Property: _____</p> <p>_____</p> <p>_____</p> <p>SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND WATER. CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER’S WATER SUPPLIES.</p>
6	<p>If other than City/Municipal/Community water, is there a requirement to connect to the City/Municipal/Community water?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Do Not Know</p> <p>If “yes”, requirement: _____</p> <p>_____</p>
SEE RANM FORM 2307 INFORMATION SHEET – WATER RIGHTS AND DOMESTIC WELLS	



REALTORS® ASSOCIATION OF NEW MEXICO

SELLER'S PROPERTY DISCLOSURE – RESIDENTIAL – 2018



J	WATER AND SEWER SUPPLY - CON'T
7	<p>Type of sanitary sewer service: <input type="checkbox"/> Public <input type="checkbox"/> Community <input type="checkbox"/> Septic (If Property has an onsite liquid waste system see Section J(8) below) <input type="checkbox"/> Other <input type="checkbox"/> None</p> <p>Any problems: _____</p> <p>Names and address of service providers: _____</p> <p>Is there a written service agreement <input type="checkbox"/> Yes <input type="checkbox"/> No If "yes", Agreement <input type="checkbox"/> Is <input type="checkbox"/> Is Not attached.</p> <p>Fee's per month \$ _____ Transfer Fee \$ _____</p> <p>Restrictions and/or regulations: _____</p>
8	<p>WASTEWATER TREATMENT</p> <p><input type="checkbox"/> N/A</p> <p>TYPE: <input type="checkbox"/> Conventional <input type="checkbox"/> Advanced Treatment System <input type="checkbox"/> Composting Toilet <input type="checkbox"/> Outdoor Latrine</p> <p><input type="checkbox"/> Cesspool <input type="checkbox"/> Gray Water Storage <input type="checkbox"/> Liquid Waste Storage Tank</p> <p>Any problems: _____</p> <p>Name and Address of Service Providers: _____</p> <p>Date of last service: _____</p> <p>NMED (EID#) Permit System Certification Number: _____</p> <p>Requirement to Connect to a sewer system <input type="checkbox"/> Yes <input type="checkbox"/> No If "yes", explain _____</p>
9	Any problems with septic or sewer lines? <input type="checkbox"/> Yes <input type="checkbox"/> No If "yes", explain _____
SEE RANM FORM 2308 INFORMATION SHEET – SEPTIC SYSTEMS	
<p>Additional Comments: _____</p> <p>_____</p> <p>_____</p> <p>_____</p>	

K	ENVIRONMENTAL CONDITIONS Do any of the following conditions currently exist or is Seller aware of them ever existing:	YES	NO	DO NOT KNOW	IF "YES", EXPLAIN
1	Hazardous materials on the Property, such as radioactive, toxic, or bio-hazardous materials, asbestos, pesticides, herbicides, wastewater sludge, radon, methane, mill tailings, solvents or petroleum products				
2	Storage tanks <input type="checkbox"/> Above Ground <input type="checkbox"/> Under Ground				
3	Underground transmission lines				
4	Animals kept in the residence				
5	Property used as, situated on, or adjoining a dump, land fill or municipal solid waste land fill				
6	Monitoring wells or test equipment				



**REALTORS® ASSOCIATION OF NEW MEXICO
SELLER'S PROPERTY DISCLOSURE – RESIDENTIAL – 2018**



K	ENVIRONMENTAL CONDITIONS – CON'T Do any of the following conditions currently exist or is Seller aware of them ever existing:	YES	NO	DO NOT KNOW	IF “YES”, EXPLAIN
7	Sliding, settling, upheaval, movement or instability of earth or expansive soils on the Property				
8	Land on the Property that has been filled in				
9	Mine shafts, tunnels or abandoned wells or cisterns				
10	Within governmentally designated flood plain or wetland area				
11	Dead, diseased or infested trees or shrubs				
12	Environmental assessments, studies or reports done involving the physical condition of the Property				
13	Noticeable continuous or periodic odors				
14	Property used for any mining, graveling, or other natural resource extraction operations such as oil and gas wells				
15	Wood infestation, insects, pests, rodents or tree root problems				
16	Flooding on any portion of the Property				
17	History of mold conditions or treatment for mold.				
SEE RANM FORM 2309 – INFORMATION SHEET MOLD					
Additional Comments: _____ _____ _____					

NOTE: If question does not apply to Property, mark the “N/A” column.

L	COMMON INTEREST COMMUNITY ASSOCIATION PROPERTY	N/A	YES	NO	DO NOT KNOW	COMMENTS
1	Is Property part of an owners’ association If “yes”, name of Association					
2	Does Property have its own designated parking spot(s)? If “yes”, how many?					



REALTORS® ASSOCIATION OF NEW MEXICO

SELLER'S PROPERTY DISCLOSURE – RESIDENTIAL – 2018



L	COMMON INTEREST COMMUNITY ASSOCIATION PROPERTY – CON'T	N/A	YES	NO	DO NOT KNOW	COMMENTS
3	Has the Association made demand or commenced a lawsuit against a builder or contractor alleging defective construction of improvements of the Association Property (common area or property owned or controlled by the Association, but outside the Seller's Property or Unit).					
4	Is Property in a Public Improvement District (PID)?					
SEE RANM FORM 4600 – INFORMATION SHEET HOME OWNERS ASSOCIATION SEE RANM FORM 4500 INFORMATION SHEET PUBLIC IMPROVEMENT DISTRICT						
Additional Comments: _____						

M	OTHER RIGHTS	YES	NO	DO NOT KNOW	COMMENTS
1	Has Seller established solar rights on the Property?				
2	With the exception of water rights, already addressed in Section J, does seller own all other rights to the Property (i.e. wind, mineral, solar, etc)?				
3	If "no", what rights does seller NOT own? <input type="checkbox"/> Oil <input type="checkbox"/> Gas <input type="checkbox"/> Hard-rock minerals (Gold, silver, copper & other metals) <input type="checkbox"/> Wind <input type="checkbox"/> Solar <input type="checkbox"/> Other _____				
4	If "no", what is the reason that Seller does not own all rights? a. <input type="checkbox"/> United States (US) patent did not convey some/all other rights, and therefore, no owner in the chain of title since the US patent ever owned all mineral rights; OR b. <input type="checkbox"/> Other rights were severed by Seller or a former owner of the Property (other than the United States government) and <input type="checkbox"/> SOLD or <input type="checkbox"/> LEASED to a third-party.				
5	If applicable, all sale/lease and/or transfer agreements within Seller's possession <input type="checkbox"/> Are <input type="checkbox"/> Are Not attached If not otherwise identified in the sales and/or lease agreements attached, identity and provide contact information for third-party or parties who/which currently hold other rights to the Property: _____ _____				
Additional Comments: _____					



**REALTORS® ASSOCIATION OF NEW MEXICO
SELLER'S PROPERTY DISCLOSURE – RESIDENTIAL – 2018**



N	OTHER DISCLOSURES - GENERAL	YES	NO	DO NOT KNOW	IF "YES", EXPLAIN
1	Any damage to flooring (e.g. carpet stains, cracks in tile, damage to wood floors, etc.) or walls (e.g. holes, stains, etc.)?				
2	Is any part of the Property leased to others (written or oral)?				
3	Does the seller have any written reports of any building, site, roofing, soils or engineering investigations or studies of the Property?				
4	Has the seller submitted any property insurance claims? (Whether paid or not.) If yes, did Seller receive proceeds from that claim? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, did Seller use proceeds to repair or correct the issue that was the subject matter of the claim? <input type="checkbox"/> Yes <input type="checkbox"/> No				
5	Does the seller have any structural, architectural and engineering plans and/or specifications for any existing improvements?				
6	Has Property been used as a methamphetamine laboratory? If "yes", has it been remediated? <input type="checkbox"/> Yes <input type="checkbox"/> No				
7	Has cannabis been grown on the Property? If "yes", has it been remediated? <input type="checkbox"/> Yes <input type="checkbox"/> No				
8	Are there any government special improvements approved, but not yet installed, that may become a lien against the Property?				
9	Is Seller currently or has Seller ever been a party to a lawsuit, individually or as part of a class action, involving any component or feature of the Property? If yes, did Seller receive any proceeds from such lawsuit/settlement? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, were proceeds used to repair or correct the component or feature at issue? <input type="checkbox"/> Yes <input type="checkbox"/> No				

SEE RANM FORM 2306 – INFORMATION SHEET CLANDESTINE DRUG LABORATORY REMEDIATION

Additional Comments: _____



**REALTORS® ASSOCIATION OF NEW MEXICO
SELLER'S PROPERTY DISCLOSURE – RESIDENTIAL – 2018**



O	PRIOR INSPECTION REPORT	YES	NO		IF "YES", EXPLAIN
1	Is Seller in possession of any pre-listing or current home inspection reports regarding the Property? If yes, report(s) <input type="checkbox"/> IS <input type="checkbox"/> IS NOT attach as exhibit to this Seller's Disclosure Statement.				
2	Issues identified in report that have since been resolved by Seller: _____ _____				
If attached or provided, Seller is not attesting to the accuracy or thoroughness of the report(s) and the report(s) is not intended to replace Buyer's own inspection(s) of and due diligence on the Property. Additionally, Buyer should be aware that he/she would not be entitled to pursue a claim against the inspector(s) who performed the inspection(s) and provided the attached/provided report(s) because the buyer did not contract with that inspector(s).					

Seller and Buyer understand that the real estate brokers do not warrant or guarantee the information contained in this Seller's Property Disclosure.

THE BUYER IS ADVISED TO EXERCISE ALL HIS/HER RIGHTS UNDER AND IN ACCORDANCE WITH THE PURCHASE AGREEMENT TO INVESTIGATE AND INSPECT THE PROPERTY.

This form is **NOT** intended as a substitute for an inspection of the Property.

ADVISORY TO SELLER: Seller has a legal duty to disclose material defects in the Property to Buyer. The information contained in this Disclosure has been furnished by Seller, who certifies to the truth thereof based on Seller's **ACTUAL KNOWLEDGE**.

PLEASE NOTE: THIS IS NOT A CONTRACT

SELLER

Seller

Date

Seller

Date

BUYER

Buyer

Date

Buyer

Date



**REALTORS® ASSOCIATION OF NEW MEXICO
FIRPTA - AFFIDAVIT -- NON-FOREIGN SELLER - 2018**

NOTICE TO SELLER: If you need any assistance to understand the Foreign Investment in Real Property Act and its application to you, please consult with your own tax advisor. Real estate Brokers are not permitted to give advice with respect to such matters.

Section 1445 of the Internal Revenue Code provides that a Buyer of United States real property must withhold tax if Seller is a foreign person. To inform Buyer that withholding of tax is not required upon the disposition of the Property described below, the undersigned Seller executes this Affidavit. Seller understands that this certification may be disclosed to the Internal Revenue Service by Buyer and that any false statement may be punished by fine, imprisonment or both.

This Affidavit is executed in connection with the sale of the following Property:

Address _____ City _____ Zip Code _____
Legal Description _____
or see metes and bounds description attached as Exhibit _____, _____ County, New Mexico.

INDIVIDUAL SELLER

1. I am not a Foreign Person for purposes of United States income taxation.
2. My United States taxpayer identification number (Social Security Number) is: _____
3. My home address is: _____

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief, it is true, correct, and complete.

Name of Individual Seller _____

Signature _____

Date _____ Time _____

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**REALTORS® ASSOCIATION OF NEW MEXICO
FIRPTA - AFFIDAVIT -- NON-FOREIGN SELLER - 2018**

ENTITY SELLER

1. _____ ("Seller")
is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations).

2. Seller's United States employer identification number is _____

3. Seller's office address is _____

4. If a corporation, Seller's place of incorporation is _____
Under penalties of perjury, I declare that to the best of my knowledge and belief, the statements in this Affidavit are true, correct, and complete, and that I have authority to sign this document on behalf of Seller.

Name of Entity _____

By _____

Its _____

Date _____ Time _____

Buyer or Qualified Substitute, as applicable, must retain this Affidavit and make it available to the Internal Revenue Service upon request.

NOTICE TO SELLER OR BUYER: An affidavit should be signed by each individual or entity seller to whom or to which it applies. Any questions relating to the legal sufficiency of this form, or to whether it applies to a particular transaction, or to the definition of any of the terms used, should be referred to a certified public accountant, attorney, or other professional tax advisor, or to the Internal Revenue Service.

Received by ☐ Buyer ☐ Qualified Substitute

Signature

Date

Time



**REALTORS® ASSOCIATION OF NEW MEXICO
TENANT'S CONSENT TO PHOTOGRAPH/VIDEOGRAPH
AND/OR HOLD AN OPEN HOUSE - 2018**

WHEREAS, Tenant is currently renting property located at: _____ (“Property”);

AND WHEREAS, Owner of Property intends to market the Property for Sale or Lease through _____ (“Brokerage”);

AND WHEREAS, part of Brokerage’s marketing of the Property includes taking photographs of the interior and exterior of the Property for publication in one or more Multiple Listing Services, as well as on various publicly- accessible internet websites, including, but not limited to Zillow.com, Trulia. Com and Realtor.com.;

AND WHEREAS, part of Brokerage’s marketing of the Property includes holding open houses which would allow members of the general public to view the interior and exterior of the Property;

TENANT DOES HEREBY CONSENT TO THE FOLLOWING:

I. PHOTOGRAPHY CONSENT:

TENANT’S INITIALS
TENANT’S INITIALS

To allow Owner, Brokerage or Brokerage’s photographers to take photos and/or video of the interior and exterior of the Property, which may include photos of items belonging to Tenant.

Tenant will be notified at least 24 hours in advance that Brokerage will be taking photos/video, so that Tenant may remove any personal belongings that Tenant wishes to have excluded from photos/video. If such items are not easily movable, Brokerage will refrain from photo/videographing such items. Please specify any such immovable personal items below:

2. OPEN HOUSE CONSENT:

TENANT’S INITIALS
TENANT’S INITIALS

To Brokerage conducting an open house(s) to allow prospective Buyers or Tenants, as applicable, to inspect the premises. Such open house(s) may occur on DATES: _____

If no date is specified, Owner, Property Manager or Brokerage shall notify Tenant at least three days in advance of any scheduled Open House.

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**REALTORS® ASSOCIATION OF NEW MEXICO
TENANT'S CONSENT TO PHOTOGRAPH/VIDEOGRAPH
AND/OR HOLD AN OPEN HOUSE - 2018**

3. NOTIFICATION AND TIME OF OPEN HOUSE:

- A. Tenant Agrees to receive notification: ☐ Text Message # _____ ☐ E-mail _____
- B. Open House to be held between ☐ 10:00 a.m. and 4:00 p.m. ☐ Other _____

LISTING BROKER/PROPERTY MANAGER

Listing Broker Firm _____			
			Broker <input type="checkbox"/> is <input type="checkbox"/> is not a REALTOR ®
Listing Broker Name (Print) _____			
Listing Broker Name (Signature) _____		Date _____	Time _____
Address _____	City _____	State _____	Zip Code _____
Business Phone _____	Fax _____	Email Address _____	

SELLER

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

TENANT

Tenant Signature _____		Date _____	Time _____
Tenant Signature _____		Date _____	Time _____
Tenant Name (Print) _____		Email Address _____	
Tenant Address _____	City _____	State _____	Zip Code _____
Tenant Home Phone _____	Business Phone _____	Other Phone _____	Fax _____



REALTORS® ASSOCIATION OF NEW MEXICO LISTING AGREEMENT – EXCLUSIVE RIGHT TO SELL – 2018



PART I – BROKERS DUTIES

Per New Mexico law, Brokers are required to disclose 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 and obtain from the applicable party, written acknowledgement that the Broker has made such disclosures.

Brokers owe the following broker duties to ALL prospective buyers, sellers, landlords (owners) and tenants.

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 potential conflict of interests 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 or relationship of a business, personal, or family nature that the broker has in 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 do not include any information covered by federal fair housing laws or the New Mexico Human Rights Act.

In addition to the above duties, Brokers owe the following Broker Duties to the seller(s) to whom the broker is 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 offers or counter-offers; and
 - B. active participation in assisting in complying with the terms and conditions of the contract and with the finalization of 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. Advice to consult with an attorney regarding the effectiveness, validity or consequences of any written document generated by the brokerage or presented to the party 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 options available in New Mexico which include but are not limited to:
 - A. **Exclusive agency:** an express written agreement between a person and a brokerage wherein the brokerage agrees to exclusively represent as an agent the interests of the person in a real estate transaction. Such agreements include buyer agency, seller agency, designated agency, and sub-agency agreements.
 - B. **Dual agency:** an express written agreement that modifies existing exclusive agency agreements to provide that the brokerage agrees to act as a facilitator in a real estate transaction rather than as an exclusive agent for either party to the transaction.
 - 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(s) has previously indicated they 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 motivations for selling; or
 - D. any other information the seller has requested in writing remain confidential, unless disclosure is required by law.

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



REALTORS® ASSOCIATION OF NEW MEXICO
LISTING AGREEMENT – EXCLUSIVE RIGHT TO SELL – 2018



PART II –OTHER REQUIRED DISCLOSURES

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

1. BROKER RELATIONSHIP WITH OTHER PARTIES: Does Broker have a written brokerage relationship with any other party(ies) to the transaction? ____ YES ____ NO If “YES”, explain: _____

2. MATERIAL INTEREST. Does Broker have any material interest or relationship of a business, personal, or family nature in the transaction relationship? ____ YES ____ NO. If “YES”, describe that interest relationship: _____

SELLER

Seller Signature

Date

Time

Seller Signature

Date

Time

SELLER'S BROKER

Seller's Brokerage Firm

Broker ☐ is ☐ is not a REALTOR®

Broker Signature

Date

time



REALTORS® ASSOCIATION OF NEW MEXICO
LISTING AGREEMENT – EXCLUSIVE RIGHT TO SELL – 2018



1. **EXCLUSIVE SERVICES.** THE UNDERSIGNED _____
("Seller") grants to the undersigned Brokerage Firm _____
("Brokerage"), the exclusive right to sell the real property described in Paragraph 3. Unless otherwise provided in an amendment 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 Pages 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.

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. Broker shall not serve as a property manager under this agreement; if such a relationship is desired, such relationship must be established through a separate agreement between Seller and Broker.

2. **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.

3. **PROPERTY.**

- A. _____
Address _____ City _____

Legal Description
Or see metes and bounds description attached as Exhibit _____, _____ County, New Mexico.

- B. **TYPE:** ☐ RESIDENTIAL: ☐ Resale ☐ New Construction ☐ Site Built ☐ Manufactured Housing
☐ COMMERCIAL: ☐ Office ☐ Industrial ☐ Warehouse ☐ Specialty Retail ☐ Residential Investment
(Rental) ☐ Shopping Center ☐ 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 If "Yes", explain _____

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

- 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 Paragraph 3(D)(iii). 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.

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REALTORS® ASSOCIATION OF NEW MEXICO
LISTING AGREEMENT – EXCLUSIVE RIGHT TO SELL – 2018



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

ii. PERSONAL PROPERTY. The following existing personal property, if checked, shall remain with the Property. Personal Property is defined as a moveable article that is NOT affixed or attached to the Property.

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

Other: _____

Personal Property remaining with the Property as stated in Paragraph 3D(ii), shall be the actual personal property that is present as of the date the Buyer submits an offer to purchase the Property. Personal Property shall be transferred with no monetary value, free and clear of all liens and encumbrances.

iii. EXCLUSIONS. The following items are excluded from the sale: _____

IT IS THE SELLER'S RESPONSIBILITY TO ENSURE THAT THESE EXCLUSIONS ARE CONTAINED IN THE FINAL PURCHASE AGREEMENT.

4. THIS SECTION TO BE COMPLETED ONLY IF PROPERTY WILL NOT BE ENTERED INTO THE MULTIPLE LISTING SERVICE (MLS) WITHIN 48 HOURS OF THE BEGINNING TERM DATE SET FORTH IN PARAGRAPH 2. Check applicable provision.

A. ☐ Broker shall not market Property through the MLS.

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



REALTORS® ASSOCIATION OF NEW MEXICO
LISTING AGREEMENT – EXCLUSIVE RIGHT TO SELL – 2018



C. Seller acknowledges that Seller has been informed of the marketing benefits of the MLS and Seller hereby waives such marketing benefits as set forth in this Paragraph 4. NOTE: BROKER'S MLS MAY REQUIRE SELLER TO COMPLETE A WAIVER OF MLS BENEFITS. FOR MORE INFORMATION ON MLS BENEFITS, SEE RANM FORM 1820 - MLS INFORMATION SHEET. _____ Seller's Initials _____ Seller's Initials

5. **TERMS AND CONDITIONS.** The listing price shall be \$ _____
Other terms and conditions: _____

6. **BROKER OBLIGATIONS.** Broker shall use diligence in effecting the sale of the Property, to include the following:

- A. Assisting Seller in locating qualified Buyers;
- B. If requested, assisting potential Buyers in preparing offers and locating financing;
- C. Assisting Seller in monitoring pre-closing and closing procedures;
- D. If asked, disclosing whether offers were obtained by the Listing Broker, another Broker in the listing firm, or by a cooperating Broker; and
- E. Unless otherwise waived by Buyer, prior to accepting an Offer to Purchase; 1) requesting 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) providing a copy of the Assessor's response in writing to the prospective Buyer(s) or the Buyer's Broker. If waived by Buyer, obtaining proof of waiver prior to accepting an Offer to Purchase from said Buyer.

7. **SELLER OBLIGATIONS.** Seller agrees to the following:

- A. To provide to Broker Firm 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 commit no act which might tend to obstruct Broker's performance under this Agreement;
- E. In the event of a sale, to provide all documents necessary to complete the sale; and
- F. That Seller ☐ will ☐ will not provide a Seller's Property Disclosure Statement. New Mexico law requires the Seller to disclose all known material defects in the Property.
- G. 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.

8. **OFFERS.**

- A. Broker shall NOT be required to submit to Seller **ORAL** offers to purchase or lease the property.
- B. 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.

9. **SELLER'S AUTHORIZATIONS:**

A. **AUDIO/VIDEO SURVEILLANCE.** In the event Seller is or begins using 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 included in compilations of listings; and



REALTORS® ASSOCIATION OF NEW MEXICO
LISTING AGREEMENT – EXCLUSIVE RIGHT TO SELL – 2018



- 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. 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:

- | | YES | NO |
|---|--------------------------|--------------------------|
| i. MLS. Unless otherwise provided in Paragraph 4, Brokerage Firm to list the Property with the MULTIPLE LISTING SERVICE ("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; | <input type="checkbox"/> | <input type="checkbox"/> |
| ii. INTERNET. 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 Broker'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. | <input type="checkbox"/> | <input type="checkbox"/> |
| iii. SIGNAGE. Broker to place a "For Sale" sign on the Property, if not otherwise prohibited; | <input type="checkbox"/> | <input type="checkbox"/> |
| iv. LOCKBOX. 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. Seller is responsible for taking such steps as may be necessary to secure and protect the Property and its contents during any time that a lockbox is being used. | <input type="checkbox"/> | <input type="checkbox"/> |
| v. KEYS. 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; | <input type="checkbox"/> | <input type="checkbox"/> |
| vi. PROPERTY INFORMATION. Broker to obtain information about the Property, such as utility bills, loan information, documents, surveys or ILR's, etc.; | <input type="checkbox"/> | <input type="checkbox"/> |
| vii. PHOTOGRAPHY. 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. | <input type="checkbox"/> | <input type="checkbox"/> |



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viii. OTHER: _____

☐ ☐

D. **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. **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, web-sites 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 web-sites 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 web-sites. However, this feature may still appear on the Internet web-sites 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 web-sites. However, this feature may still appear on the Internet web-sites of other on-line providers that are not MLS participants.
- d. OTHER: _____

E. **REPORTING FALSE INFORMATION.** If Seller(s) believes that information about the Property appearing on another MLS participant's website is false, he/she 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. Broker has limited, and in some cases no, ability to remove false information from non-MLS participants' website.

10. **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: (Tenant's Consent – RANM Form 2110):

- A. To photograph/videograph the inside of the Property. If Seller is unable to obtain such authorization, from Tenant, 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. **NOTE:** Tenant's grant of consent allowing Broker to hold an "Open House" does *not* obligate Broker to do so.

11. **COMPENSATION.**

- A. **SALE.** In the event of the following, Seller agrees to pay Brokerage Firm as compensation for sale of the Property:
_____ OF SALES PRICE ("Sales Commission") PLUS New Mexico Gross Receipts Tax ("GRT"). 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).



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- i. If during the term of this Agreement, the Property is sold through Seller or any other source; OR
- ii. 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, PROVIDED HOWEVER, 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. It shall not be necessary to provide the name(s) of any buyer who has made an offer to purchase the Property. Except as provided in Paragraph 11(B)(v), the Protection Period shall terminate upon Seller entering into a written exclusive listing agreement with another licensed real estate broker.

B. OTHER EVENTS. In the event of the following, Owner shall pay Broker a commission of _____ PLUS New Mexico GRT (“Transaction Commission”). For GRT Location Code, See Paragraph 11(A). If Transaction Commission 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 Firm, 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: OR
 - ii. If during the term of this Agreement, Brokerage Firm, 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; commission shall be based on sales price as set forth in contract for sale signed by Owner; OR
 - iii. If during the term of this Agreement, the Property is made unmarketable by Seller’s voluntary act; OR
 - iv. If during the term of this Agreement, without consent of Broker, Property is withdrawn from sale; OR
 - v. If at ANY time, a Buyer who obtained an option to purchase during the term of this Agreement exercises that option; commission shall be based on sales price of Property. **This provision WILL CONTINUE TO APPLY even if Seller enters into a written exclusive listing agreement with another licensed real estate broker.**
- C. The commission shall be paid upon the earlier of the Closing or ten (10) calendar days after the occurrence of the event set forth in Paragraph 11(B).
- D. Notwithstanding the foregoing, upon forfeiture of Earnest Money by a prospective buyer, Broker shall be entitled to one-half the earnest money, not to exceed Broker’s compensation set forth above.

12. COOPERATION. Seller authorizes Listing Brokerage Firm to share compensation with a cooperating Brokerage Firm that procures a Buyer as follows: _____

13. COMPENSATION FOR LEASE. ☐ Does Apply ☐ Does Not Apply

A. Unless otherwise provided in Broker’s Property Management Agreement upon Seller, in the event Seller elects to lease the Property, Seller agrees to pay Brokerage Firm as compensation upon LEASE of 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 Paragraph 10(A).

- i. If during the term of this Agreement, the Property is leased through Broker. 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 person who are introduced to the Property during the term, PROVIDED HOWEVER, 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 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 Paragraph 12(B) below, 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.



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- 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 Paragraph 12(A) above. This Paragraph 12(B) shall NOT terminate upon Seller entering into a written exclusive listing agreement with another licensed real estate broker.
- C.** Seller authorizes Listing Brokerage Firm to share compensation with a cooperating Brokerage Firm that procures a Tenant as follows: _____
- D.** Notwithstanding the foregoing, nothing herein creates a property management agreement with Seller and Broker assumes NO property management responsibilities.

14. SELLER WARRANTIES; REPRESENTATIONS; INDEMNIFICATION; RELEASE.

A. WARRANTIES.

- i.** **AUTHORITY:** 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.
- 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 and 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 material latent defects and information concerning the Premises known to Seller, including, but not limited to, all material information relating to: connection to a public sewer system, septic tank or other sanitation system; the existence of any tax, judgment or other type of lien; past or present infestation by or treatment for wood-destroying pests or organisms; and past or present repair of the Property for damage resulting from wood-destroying pests or organisms. 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 Broker 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 Broker, all Broker Listing Content is owned exclusively by Broker, and Seller has no right, title or interest in or to any Broker 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 Delinquencies/Defaults: _____
- ii.** Is this a Short Sale? ☐ Yes ☐ No. If yes, attach RANM Form 2109 – Short Sale Addendum to Listing Agreement.
- iii.** During the ownership of the Property, has Seller declared bankruptcy? ☐ Yes ☐ No OR engaged in a loan modification? ☐ Yes ☐ No If yes to either, Seller should determine what, if any implications, such bankruptcy and/or loan modification may have on the sale of the Property.
- iv.** Is 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 _____
- v.** 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.

- C. HOLD HARMLESS AND INDEMNIFICATION.** Seller shall hold harmless and indemnify Brokerage Firm and Broker from any liability or damages, including attorneys' fees, arising out of the following:



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- i. incorrect or undisclosed information about the Property, which Seller knew or should have known;
- 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'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 Broker's use of Seller Listing Content.

D. SELLER RELEASE. Provided the following damages, claims or liability do not arise from the intentional, reckless or negligent acts of Brokerage Firm, Broker or cooperating Broker, Seller agrees that neither Brokerage Firm, 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. Broker shall not be responsible for maintenance of the Property unless otherwise agreed to in writing.

15. 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.

16. SERVICE PROVIDER RECOMMENDATIONS. If Broker recommends a builder, contractor, escrow company, title company, pest control service, appraiser, lender, home inspection company or home warranty company or any other person or entity to Seller for any purpose, 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 shall be based solely upon such independent investigation and evaluation.

17. FOREIGN SELLERS. The disposition of a U.S. Real Property interest by a Foreign Person is subject to the Foreign Investment in Real Property Tax Act of 1980 ("FIRPTA") income tax withholding. FIRPTA applies if the Seller is a Foreign Person, Foreign Corporation or Partnership, or non-resident Alien, unless BOTH the purchase price is \$300,000 or less AND Buyer intends to use the Property as Buyer's primary residence. Federal law requires that if Seller is a Foreign Person, then Buyer must withhold a portion of the amount realized from the sale of the Property and remit it to the Internal Revenue Service (IRS) within twenty (20) days of Closing unless the Seller provides written confirmation from the IRS that Seller is not subject to withholding. Generally speaking, the "amount realized" is the sales/purchase price of the Real Estate. If Seller is Non-Foreign, the Seller must provide proof of Non-Foreign Status by fully executing the Affidavit of Non-Foreign Seller (RANM Form 2303) and delivering it to either the Buyer or to a Qualified Substitute. Under FIRPTA, if Seller is a Foreign Person and Buyer fails to withhold taxes, the Buyer may be held liable for the tax, in addition to other fines and penalties and the Buyer's Broker may be fined up to the amount of his commission. (See RANM Form 2304 – Information Sheet – FIRPTA)

18. 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, ranch, farming or timber products do not exceed \$1,000.00. (See RANM 2304A – Information Sheet – AFIDA).

19. LEAD-BASED PAINT. Are there buildings on the Property that were built prior to 1978? ☐ Yes ☐ No If no, proceed to Paragraph 19.

- 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**



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Buyer has received all of the following AND completed RANM 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 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 (see RANM Form 5112).

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 (RANM Form 5112A, Lead-Based Paint Renovation, Repair and Painting Disclosure Addendum.) For definitions of properties and renovations covered by the Program refer to RANM Form 2315, Lead-Based Paint (LBP) Renovation, Repair and Painting Information Sheet.

20. PUBLIC IMPROVEMENT DISTRICT: Is the Property located in a Public Improvement District? ☐ Yes ☐ No
If yes, PER NEW MEXICO LAW, SELLER IS PROHIBITED FROM ACCEPTING AN OFFER TO PURCHASE UNTIL SELLER HAS PROVIDED SPECIFIC DISCLOSURES TO THE BUYER. See RANM Form 4550, Public Improvement District Disclosure and RANM Form 4500, Public Improvement District Information Sheet.

21. 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 disclosures to the buyer. For HOAs, see RANM Form 4600, Homeowners' Association Information Sheet, RANM Form 4650, Seller's Disclosure of HOA Documents and RANM Form 4700 Homeowners' Disclosure Certificate. For CUOAs, see RANM Form 4600, Condominium Association Information Sheet and RANM Form 2302, Residential Re-Sale Condominium Addendum.

22. MEDIATION. If a dispute arises between the parties relating to this Agreement, the parties agree to submit the dispute to mediation. The parties shall jointly appoint a mediator and shall share equally the costs of the mediation. If a mediator cannot be agreed on or mediation is unsuccessful, the parties may enforce their rights and obligations under this Agreement in any manner provided by New Mexico law. For more information, see RANM Form 5118 - Information Sheet - Mediation Information for Clients and Customers.

23. 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.

24. CONSENT TO THE ELECTRONIC TRANSMISSION OF DOCUMENTS AND TO THE USE OF ELECTRONIC SIGNATURES. The parties ☐ do ☐ do not 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 hand-written 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. In the event the parties have agreed to electronic transmission of documents, a facsimile or e-mail transmission of a copy of this or any related document shall constitute delivery of that document.

25. 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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- 26. TIME IS OF THE ESSENCE.** Time is of the essence with respect to the parties' performance under this Agreement.
- 27. FORCE MAJEURE.** Neither party shall be liable for delay or failure to perform any obligation under this Agreement if the delay or failure is caused by any circumstance beyond their reasonable control, including but not limited to, acts of God, war, civil unrest or industrial action.
- 28. GOVERNING LAW AND VENUE.** This Agreement is to be construed in accordance with and governed by the internal laws of the State of New Mexico without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of New Mexico to the rights and duties of the parties. Each party hereby irrevocably consents to the jurisdiction and venue of the state and federal courts located in the county in which the Property or any portion of the Property is located in connection with any claim, action, suit, or proceeding relating to this Agreement and agrees that all suits or proceedings relating to this Agreement shall be brought only in such courts.
- 29. 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.
- 30. OTHER.** _____

- 31. ENTIRE AGREEMENT.** This Agreement together with the following addenda, and any exhibits referred to in this Agreement contains the entire Agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written with respect to the Property which are not expressly set forth herein. This Agreement may be varied only by a document signed by both parties.
- ☐ Agency Addendum ☐ Other: _____
☐ Short Sale Addendum ☐ Other: _____

The REALTORS® Association of New Mexico and the local board or association of REALTORS® do not fix, control, recommend, suggest or maintain compensation rates for services to be rendered by members, nor the division of Broker's compensation between Broker and cooperating Brokers in a transaction. The amount of compensation and the terms of the Agreement are not prescribed by law and are subject to negotiation.

THE LISTING AGREEMENT – EXCLUSIVE RIGHT TO SELL IS BY AND BETWEEN BROKERAGE FIRM,
_____, **AND** _____, **SELLER.**

SELLER

Seller Signature	If Entity, Title of Signatory	Date	Time
Seller Signature	If Entity, Title of Signatory	Date	Time
Seller Name (Print)	If Entity, Name of Signatory (Print)	Email Address	
Seller Address	City	State	Zip Code
Seller Home Phone	Business Phone	Cell Phone	Fax



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SELLER'S BROKER

Seller's Broker Name		Seller's Broker Signature	
If different, Seller's Broker Qualifying Broker's Name		Seller's Broker Qualifying Broker's NMREC License No.	
Seller's Brokerage Firm	Office Phone	Fax	
Seller's Brokerage Address	City	State	Zip Code
Seller's Broker Email Address		Broker <input type="checkbox"/> is <input type="checkbox"/> is not a REALTOR®	



REALTORS® ASSOCIATION OF NEW MEXICO LISTING AGREEMENT AMENDMENT – 2018

This Amendment is a part of the Listing Agreement (the "Agreement") dated _____, _____
between _____ ("Seller")
and _____,
Listing Broker Firm Name
_____ ("Seller's Broker") relating to the following Property:
Listing Broker Name
Address _____ City _____ Zip Code _____
Legal Description
or see metes and bounds description attached as Exhibit _____, _____ County, New Mexico.

The Agreement is amended as follows:

1. ☐ **REVISIONS.**

- ☐ A. List Price changed to: _____
☐ B. Listing term extended to: _____
☐ C. Other: _____

2. ☐ **TEMPORARY MODIFICATION OF MARKETING.**

Seller requests that the property marketing be modified as indicated below from _____, _____
through _____, _____:

- ☐ A. Withdrawal from Multiple Listing Service only
☐ B. Withdrawal from all marketing
☐ C. Other _____

Seller understands and agrees that this modification of marketing does not cancel the exclusive right to sell granted to Seller's Broker in the above-referenced Agreement. The term of the Listing Agreement ☐ is extended to _____
☐ is not extended. All other terms and conditions of the Agreement will remain in full force and effect.

This form and all REALTORS® Association of New Mexico (RANM) forms are for the sole use of RANM members and those New Mexico Real Estate Licensees to whom RANM has granted prior written authorization. Distribution of RANM forms to non-RANM members or unauthorized Real Estate Licensees is strictly prohibited. RANM 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 RANM, 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 regards 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 mark 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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LISTING AGREEMENT AMENDMENT – 2018

3. ☐ **DESIGNATED BROKER.**

Broker hereby designates _____
as Designated Broker of Seller, in addition to any other persons already acting as Designated Brokers. The Designated
Brokers are the only persons in Broker's firm who are the agents of Seller.

SELLER'S BROKER

Broker's Firm _____		Broker <input type="checkbox"/> is <input type="checkbox"/> is not a REALTOR®	
By (Print) _____			
Signature _____		Date _____	Time _____
Address _____		City _____	State _____ Zip Code _____
Business Phone _____	Fax _____	Email Address _____	
SELLER			
Seller Signature _____		Date _____	Time _____
Seller Signature _____		Date _____	Time _____
Seller Names (Print) _____		Email Address _____	
Seller Address _____		City _____	State _____ Zip Code _____
Seller Home Phone _____	Business Phone _____	Other Phone _____	Fax _____



REALTORS® ASSOCIATION OF NEW MEXICO LISTING AGREEMENT – TERMINATION AMENDMENT – 2018

This Amendment is a part of the Listing Agreement (the "Agreement") dated _____, _____
between _____ ("Seller")
and _____,
Listing Broker Firm Name
_____ ("Seller's Broker") relating to the following Property:
Listing Broker Name
Address _____ City _____ Zip Code _____
Legal Description
or see metes and bounds description attached as Exhibit _____, _____ County, New Mexico.

The Agreement is amended as follows:

☐ **TERMINATION OF LISTING AGREEMENT:**

☐ **CONDITIONAL TERMINATION:** The parties hereby conditionally terminate the Listing Agreement between them, effective _____, _____. If Seller enters into a contract to sell this property prior to the original expiration date of the Listing Agreement, the provisions of the "Broker's Compensation" paragraph of the Listing Agreement (RANM Form 1106) will survive the termination. As consideration for this termination, Seller agrees not to enter into another agreement with another real estate Broker pertaining to the sale or lease of this property within the original term of the Listing Agreement.

☐ **UNCONDITIONAL TERMINATION:** The parties hereby unconditionally terminate the Listing Agreement between them, effective _____, _____. .

As consideration for Termination, Seller agrees:

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**REALTORS® ASSOCIATION OF NEW MEXICO
LISTING AGREEMENT – TERMINATION AMENDMENT – 2018**

☐ **OTHER:**

SELLER'S BROKER

Broker's Firm

Broker ☐ is ☐ is not a REALTOR®

By (Print)

Signature

Date

Time

Address

City

State

Zip Code

Business Phone

Fax

Email Address

QUALIFYING BROKER

Broker's Firm

Broker ☐ is ☐ is not a REALTOR®

By (Print)

Signature

Date

Time

SELLER

Seller Signature

Date

Time

Seller Signature

Date

Time

Seller Names (Print)

Email Address

Seller Address

City

State

Zip Code

Seller Home Phone

Business Phone

Other Phone

Fax



REALTORS® ASSOCIATION OF NEW MEXICO INFORMATION SHEET - HOMEOWNERS' ASSOCIATION - 2018

DESCRIPTION AND PURPOSE OF A HOMEOWNERS' ASSOCIATION

A homeowners' association (HOA) is an organization of homeowners of a particular neighborhood, subdivision or planned unit development. Generally, HOAs provide services for, regulate the activities of, levy assessments against, and/or impose fines on owners of property located within the HOA; assessments or dues are typically used to pay for expenses that arise from having and maintaining common property within the development. The law does not require that an HOA be incorporated.

Under the Homeowners' Association Act ("Act") which took effect July 1, 2013, an HOA must be identified in a recorded declaration. The HOA declaration is an instrument that imposes certain responsibilities on the HOA and gives certain authority to the HOA. Other specific rights and obligations of the HOA are set forth in additional HOA documents, such as the HOA's bylaws and policies. Collectively, these documents are referred to as the HOA's "Community Documents". Except as provided for in the Community Documents, the HOA's Board of Directors ("Board") acts on behalf of the HOA. Generally, the HOA Act does not apply to a condominium governed by the Condominium Act. However, in the event a condominium that falls under the Condominium Act is also part of a larger HOA, then both the Condominium Act and the HOA Act may apply.

NOTICE THAT PROPERTY IS LOCATED IN AN HOA

Under the Act, HOAs organized after July 1, 2013 must record a declaration in the office of the county clerk of the county in which the real property affected is situated at the time the HOA is organized and must file a Notice of HOA within 30 days after the filing of the declaration. HOAs organized prior to July 1, 2013 must record a Notice of HOA by June 30, 2014. The Act sets forth the specific content requirements of the Notice of HOA. If the HOA fails to record the Notice of HOA pursuant to the Act, the HOA is prohibited from charging any assessment, fining for late payments of an assessment or enforcing a lien for non-payment of assessments until such time as the HOA records the Notice of HOA.

DECLARANT CONTROL

The Act defines a declarant as the person or group of persons designated in a declaration as declarant or, if no declarant is designated, the person or group of persons who sign the declaration and their successors or assigns who may submit property to a declaration. Typically, the declarant is the developer of the subdivision or community. Except in the case of master planned communities (as this term is defined in the Act), the Act dictates when control of the HOA will transfer from the declarant to the property owners. The Act also outlines additional provisions governing declarant control.

HOA ASSESSMENTS AND LIENS

The Community Documents set forth the HOA's right to assess homeowners and the amounts of such assessments. The Act provides that HOAs shall have a lien on a property for any assessment levied against that property or for fines imposed against that property's owner from the time the assessment or fine becomes due. If an assessment is payable in installments, the full amount of the assessment shall be a lien from the time the first installment becomes due. Within 10 business days of a written request by a property owner, the HOA must furnish the property owner with a recordable statement setting forth the amount of unpaid assessments against the property owner's property.

PROPERTY OWNERS' RIGHT TO REVIEW HOA RECORDS

Within 10 business days of a written request by a property owner, an HOA must make all financial and other records of the HOA available for examination by the Property Owner. An HOA cannot charge a fee for making financial and other records available for review; however, it may charge a reasonable fee for copies. Under the Act, "financial and other

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REALTORS® ASSOCIATION OF NEW MEXICO

INFORMATION SHEET - HOMEOWNERS' ASSOCIATION - 2018

records” include: 1) the declaration of the HOA; 2) the name, address and telephone number of the designated agent of the HOA; 3) the bylaws of the HOA; 4) the names of all HOA members; 5) minutes of all meetings of the HOA's property owners and Board for the previous five years, other than executive sessions, and records of all actions taken by a committee in place of the Board or on behalf of the HOA for the previous five years; 6) the operating budget for the current fiscal year; 7) current assessments, including both regular and special assessments; 8) financial statements and accounts, including amounts held in reserve; 9) the most recent financial audit or review, if any; 10) all current contracts entered into by the HOA or the Board on behalf of the HOA; and 11) current insurance policies, including company names, policy limits, deductibles, additional named insured's and expiration dates for property, general liability and HOA director and officer professional liability, and fidelity policies.

ANNUAL BUDGET AND AUDIT

The Act provides that the HOA must adopt an annual budget and provide the same to the property owners within 30 calendar days from adoption. The HOA of a planned community or development consisting of 100 or more properties must conduct an annual review or compilation of the HOA's records or if required by the Community Documents, an annual audit by a certified public accountant. The audit, review or compilation must be completed no later than 180 days after the end of the HOA's fiscal year. In the case of an HOA managing a development with fewer than 100 properties, unless otherwise provided for in the Community Documents, upon a majority vote of all of the property owners, the Board must conduct a financial audit, review or compilation of the HOA; the cost thereof must be assessed as a common expense. Under either scenario, the audit, review or compilation must be made available upon request to the members of the HOA within 30 days after its completion.

SELLERS DISCLOSURES AND HOA DISCLOSURE CERTIFICATE

The Act provides that a seller of property located in an HOA must provide the potential buyer with the following documents prior to the closing date: 1) the declaration of the HOA; 2) the bylaws of the HOA; 3) the covenants, condition and restrictions applicable to the property at issue; and 4) the rules of the HOA. In addition, no later than seven (7) days prior to closing, the seller must provide the buyer with a Disclosure Certificate from the HOA. The Disclosure Certificate must include the following: 1) a statement disclosing the existence and terms of any right of first refusal or other restraint on the free alienability of the property; 2) a statement setting forth the amount of the monthly common expense assessment and any unpaid common expense or special assessment currently due and payable from the selling property owner; 3) a statement of any other fees payable by property owners; 4) a statement of any capital expenditure anticipated by the HOA and approved by the board for the current fiscal year and the two next succeeding fiscal years; 5) a statement of the amount of any reserves for capital expenditures and of any portions of those reserves designated by the HOA for any approved projects; 6) the most recent regularly prepared balance sheet and income and expense statement, if any, of the HOA; 7) the current operating budget of the HOA; 8) a statement of any unsatisfied judgments or pending suits against the HOA and the status of any pending suits material to the HOA of which the HOA has actual knowledge; 9) a statement describing any insurance coverage provided for the benefit of property owners and the Board of the HOA; 10) a statement of the remaining term of any leasehold estate affecting the HOA and the provisions governing any extension or renewal thereof; and 11) the contact person and contact information for the HOA. Upon written request by a property owner, the HOA must provide the Disclosure Certificate within 10 business days. A property owner is not liable to a buyer for failure or delay of the HOA to provide the Disclosure Certificate in a timely manner or for any erroneous information provided by the HOA and included in the Disclosure Certificate. Upon receiving the Disclosure Certificate, a purchaser has seven (7) days to terminate the purchase agreement. If the purchaser terminates the purchase agreement, the seller must refund any fees and/or earnest money paid by the buyer within 15 days of termination.

A disclosure certificate is not be required in the case of a disposition: 1) pursuant to court order; 2) by a government or governmental agency (Freddie Mac and Fannie Mae are *not* government entities); 3) by foreclosure (this refers to the court-ordered foreclosure sale; it does not apply to the sale of bank-owned properties even if the bank/lender acquired the property at a foreclosure sale); 4) by deed given to a lender in lieu of foreclosure; or 5) that may be canceled at any time and for any reason by the purchaser without penalty.

OTHER PROVISIONS OF THE ACT

For HOAs organized after July 1, 2014, the Act also sets forth when and how proxy and absentee voting shall occur and provides that a court may award attorney fees and costs to any party that prevails in a civil action between a property owner and the HOA or declarant.



REALTORS® ASSOCIATION OF NEW MEXICO INFORMATION SHEET SELLER FINANCING UNDER THE TRUTH IN LENDING ACT - 2017

DETERMINING IF THE RESTRICTIONS ON SELLER FINANCING APPLY TO YOUR TRANSACTION

Regulation Z was issued by the Board of Governors of the Federal Reserve System to implement the federal Truth in Lending Act (TILA). Generally, Regulation Z applies to consumer credit transactions secured by a dwelling; however there are exemptions to this general rule (see below). A “dwelling” is defined as a residential structure that contains one to four units, whether or not that structure is attached to real property. The term includes an individual condominium unit, cooperative unit, mobile home, and trailer, if it is used as a residence.

The following transactions are **EXEMPT** from Regulation Z:

- 1) Vacant Land
- 2) The purchase of properties acquired strictly for business purposes, such as commercial and investment properties that will NOT be owner-occupied, even if such properties include a dwelling;
- 3) Owner-occupied rental property containing more than two housing units;
- 4) A home purchased for use as a second or vacation home if the buyer intends to spend 14 or fewer days in the home in the coming year;
- 5) Land bought *primarily* for agriculture purposes, even if it includes a dwelling;
- 6) Homes purchased by an estate, trust (with the exception of a land trust), corporation, partnership, association, church, union or fraternal organization.

HOW THE NEW LOAN ORIGINATOR DEFINITION UNDER TILA IMPACTS SELLER FINANCING

The Dodd-Frank Wall Street Reform and Consumer Protection Act (Act) was signed into law on July 21, 2010. The Act amended TILA by adding provisions that define and govern loan originators. The term “loan originator” is defined as person who, for or in expectation of direct or indirect compensation or other monetary gain performs any of the following activities related to a residential mortgage loan: takes an application, offers, arranges, assists a consumer in obtaining or applying to obtain, negotiates, or otherwise obtains or makes an extension of consumer credit for another person; or through advertising or other means of communication represents to the public that such person can or will perform any of these activities. The term does *not* include seller financiers who provide seller financing on three or less dwellings in a 12-month period provided that certain criteria are met. A “seller financier” is defined as a person who extends credit through his/her own resources. The set of criteria that applies depends on the number of dwellings for which the seller is providing seller financing in a 12-month period. There are specific requirements for a seller providing seller financing for no more than one dwelling in a 12-month period (1-in-12 Exclusion) and additional requirements for those sellers providing seller financing for two or three dwellings in a 12-month period (3-in-12 Exclusion). These new provisions are effective as of January 10, 2014.

The exclusionary provisions further discussed apply equally to all types of seller financing: 1) real estate contracts in which equitable title is transferred at the time of sale and legal title is transferred at some future date when the buyer has satisfied all conditions of the real estate contract, and; 2) mortgages and deeds of trust in which both equitable and legal title is transferred at the time of sale and the buyer’s agreement to pay the seller as set forth in a promissory note is secured by a lien on the real property.

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REALTORS® ASSOCIATION OF NEW MEXICO
INFORMATION SHEET
SELLER FINANCING UNDER THE TRUTH IN LENDING ACT – 2017

1-IN-12 EXCLUSION

The 1-in-12 Exclusion is only available to natural persons, estates and trusts. Corporations, including limited liability corporations, may not utilize the 1-in-12 Exclusion. Under the 1-in-12 Exclusion, the following criteria apply: 1) the person providing the seller financing must not have constructed or acted as a contractor for the construction of the dwelling in the ordinary course of business of the person; 2) the payment schedule must not result in negative amortization (however, balloon payments (defined below) ARE permitted under the 1-in-12 exclusion), and; 3) the interest rate may be a fixed or adjustable rate, but if the rate adjusts, it must not adjust any sooner than five years, must be determined by the addition of a margin to an index that is widely available, such as indices for U.S. Treasury securities or the London Interbank Offered Rate (LIBOR) and must be subject to reasonable adjustment limitations. Safe harbors under TILA allow an annual rate increase of up to two percentage points with a lifetime limitation of an increase of six percentage points, subject to a minimum floor as negotiated by the Buyer and Seller and a maximum ceiling that does not exceed the usury limit applicable to the transaction.

3-IN-12 EXCLUSION

The 3-in-12 Exclusion is available to natural persons, estates, trust and corporations. It has the same restrictions as the 1-in-12 Exclusion as set forth above with two additional criteria. Under the 3-in-12 Exclusion, there can be no balloon payments. In addition, the seller must make a good-faith determination of the Buyer's ability to make the required payments. A balloon payment is defined as a payment that is more than two times a regular periodic payment. A seller may opt to generally review the buyer's current or expected income from employment, government benefits and entitlements and incoming earning assets and the buyer's monthly financial obligations OR may utilize the specific ability-to-repay criteria set forth in Regulation Z of TILA which includes the following criteria:

- 1) The buyer's current or reasonably expected income or assets, other than the value of the dwelling that secures the loan;
- 2) The buyer's current employment status;
- 3) The new monthly loan payment;
- 4) The monthly payment on any simultaneous loan;
- 5) The buyer's monthly payment for loan-related obligations;
- 6) The buyer's current debt obligations;
- 7) The buyer's monthly debt-to-income ratio, or residual income; and
- 8) The buyer's credit history.

Under the new regulations, sellers are **NOT** required to retain evidence that they conducted an ability-to-repay analysis; however, it is highly recommended that they do so.

FEDERAL AND STATE LAW GOVERNING LOAN ORIGINATORS

Mortgage Loan Originator Licensing: Mortgage Loan Originators in New Mexico are licensed through the New Mexico Regulation and Licensing Department's Financial Institutions Division. For more information, visit: http://www.rld.state.nm.us/financialinstitutions/Mortgage_Industry.aspx

Loan Originator Compensation Requirements under the TILA and Regulation Z: The Consumer Financial Protection Bureau administers and enforces the Truth in Lending Act and Regulation Z. For more information, visit: <http://www.consumerfinance.gov/regulations/loan-originator-compensation-requirements-under-the-truth-in-lending-act-regulation-z/>

CONSULT A REAL ESTATE ATTORNEY

For additional information regarding these requirements and/or the applicability to a given transaction, sellers and buyers should consult a licensed New Mexico real estate attorney.

