NEW MEXICO ASSOCIATION OF REALTORS® — 2026
BUYER BROKERAGE AGREEMENT

PART I – BROKERS DUTIES

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

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

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

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

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

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

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8. Unless otherwise authorized in writing, a broker who is directly providing real estate service to a buyer shall not disclose the following to the seller in the transaction:
- **A.** that the buyer has previously indicated he/she will pay a price greater than the price submitted in a written offer;
- **B.** the buyer's motivation for buying; or
- **C.** any other information the buyer has requested in writing remain confidential unless disclosure is required by law.

PART II -OTHER REQUIRED DISCLOSURES

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

Check if Applicable

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

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

_____.

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

_____.

4. ☐ **COOPERATION POLICY**. Broker has advised Buyer(s) of Brokerage policies regarding cooperation with other brokers/brokerages.

PART III - DUAL REPRESENTATION

Broker may have a listing agreement with a seller related to a property or properties that Buyer may be interested in purchasing ("Broker Listed Properties"). If Buyer consents to dual representation with regard to Broker Listed Properties, Broker will represent both the seller and Buyer in the transaction. Buyer understands that they are **NOT OBLIGATED** to consent to this dual representation. **Check A or B below, as applicable**.

A. ☐ **BUYER CONSENTS TO DUAL REPRESENTATION.**

B. ☐ **BUYER DOES NOT CONSENT TO DUAL REPRESENTATION.** If Buyer does not consent to Dual Representation as to Broker Listed Properties, then one of the following shall apply (Check One Below):

☐ **Broker Chooses New Broker.** Broker shall refer Buyer to another broker **of Broker's choosing** to represent the Buyer in any transaction involving Broker Listed Properties ("Referral Broker"). The new broker shall represent Buyer in the transaction. The Brokerage Compensation under this Agreement shall remain in full force and effect and any compensation due to the Referral Broker will be addressed between the Brokerage and the Referral Broker. **OR**

☐ **Buyer Chooses New Broker.** Buyer and Brokerage shall be released from all obligations under this Agreement as to Broker Listed Properties ONLY so that Buyer may obtain an alternative broker **of Buyer's choosing** to represent Buyer in that/those Broker Listed Property transaction(s). In this event, Broker agrees to waive any claim for Buyer Brokerage's compensation from Buyer, Seller or Broker (if Broker, as the Listing Broker, is offering compensation to a buyer's broker).

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

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

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NEW MEXICO ASSOCIATION OF REALTORS® — 2026
BUYER BROKERAGE AGREEMENT

ATTENTION BUYER

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

BY ENTERING INTO THIS AGREEMENT, YOU REPRESENT THAT YOU HAVE NOT ENTERED INTO A BUYER BROKERAGE AGREEMENT WITH ANOTHER BROKER FOR THE SAME PROPERTY/PROPERTIES IDENTIFIED IN PARA. 2 AND FOR THE SAME TERM IDENTIFIED IN PARA. 3.

This Agreement is entered into by and between _____ ("Buyer") and _____ ("Brokerage").

1. **BROKERAGE RELATIONSHIP.** The Brokerage and Buyer agree that Broker is providing services to Buyer as a Transaction Broker without creating an agency relationship. It is the parties' intention to minimize the likelihood that Buyer will be held liable for the acts and omissions of the Broker and to eliminate the possibility that Broker is held liable to Buyer under agency law. The term "Buyer" also includes Buyer as Tenant in the event this serves as a Tenant-Broker Agreement, as indicated in Paragraph 2.
2. **BUYER COMMITMENT.** ☐ **PURCHASE** ☐ **LEASE.** The term "Purchase" as used in this Agreement includes buying, exchanging, or otherwise creating a right to acquire any interest in property described in this Paragraph. If "Lease" is selected, Broker will serve as a Tenant Broker under the same conditions as set forth in Paragraph 1. If Broker is serving as a Tenant Broker, the term "Purchase" also includes leasing or entering into an agreement or option to lease. The property(ies) identified below are hereinafter referred to as "Property", whether singular or multiple properties are identified below. **Check <u>either</u> A or B below.**
   - **A.** ☐ **ALL INCLUSIVE COMMITMENT (COVERING ANY AND ALL PROPERTIES).** Buyer grants to the undersigned Brokerage the exclusive right to assist Buyer in locating and in the Purchase of real Property generally described below, or any other real Property which is acceptable to Buyer. **Buyer will not work with any other real estate broker/brokerage or without Broker to negotiate or Purchase any type of Property described in this Paragraph.**
     - **i. General Location:**

       _____
     - **ii. Type**: Check all applicable

       ☐ **RESIDENTIAL** ☐ **COMMERCIAL** ☐ **VACANT LAND**
       ☐ **FARM AND RANCH** ☐ **NEW CONSTRUCTION** ☐ **OTHER** _____
   - **B.** ☐ **LIMITED COMMITMENT (SPECIFIC IDENTIFIED PROPERTIES).** Buyer grants to the undersigned Brokerage the right to assist Buyer exclusively, but only with respect to the Purchase of the Property described below. Describe Property fully and completely below. **Buyer will not work with any other real estate broker/brokerage or without Broker to view, negotiate, or Purchase any of the Properties described in this Paragraph, but Buyer <u>may</u> work with any other real estate broker/brokerage or without Broker/Brokerage to locate, view, negotiate, or Purchase any Property <u>not</u> described in this Paragraph (if more space is needed, use NMAR Form 2300 — General Addendum).**
     - **i.** _____
       Address (Street, City, State, Zip Code)

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

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

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

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3. **TERM.** The term of this Agreement will begin on _____ and terminate at 11:59 p.m. Mountain Time on _____, or if a Property is under contract or the Buyer is negotiating the Purchase of Property as defined in Paragraph 2 on the date the Agreement would otherwise terminate, the term will automatically be extended through closing or other final disposition of that Property. The word "Term" will include all extensions.

4. **BROKER OBLIGATIONS.** During the term of this Agreement Broker will:
   - **A.** Become familiar with Buyer's Property requirements;
   - **B.** If requested in writing, assist Buyer to locate financing;
   - **C.** Provide access or remote viewing for the Property(ies) (see NMAR Form 1505 — Remote Viewing and Sight Unseen Hold Harmless Agreement) and information pertaining to the Property(ies) as such information is actually known to Broker or is readily available to Broker through the Multiple Listing Service in which the Broker is participant;
   - **D.** If Paragraph 2(A) is selected, assist Buyer to locate suitable Properties;
   - **E.** Assist Buyer in negotiating acquisition terms;
   - **F.** Assist Buyer in completing any necessary paperwork for the purchase or lease (as applicable) of Property including, but not limited to, offers, addenda and objections to inspections, disclosures, etc.;
   - **G.** Assist Buyer in monitoring pre-closing and closing procedures; and
   - **H.** Other: _____

5. **BUYER OBLIGATIONS. With regard to the type of Property identified in this Agreement, Buyer will:**
   - **A.** Work exclusively with Broker to negotiate or Purchase a Property;
   - **B.** Provide accurate, up to date, complete information about Buyer's Property requirements, financial qualifications and relevant personal situations;
   - **C.** Refer to Broker all inquiries from any source including, but not limited to, other brokers and sellers;
   - **D.** Direct any questions to Broker;
   - **E.** Act in good faith with Broker and in all negotiations for any Property; and
   - **F.** Other:_____

6. **BROKERAGE'S COMPENSATION IN THE EVENT OF PURCHASE.**
IMPORTANT: UNDERSTANDING HOW A BUYER'S BROKERAGE IS COMPENSATED FOR SERVICES RENDERED. A brokerage representing a seller ("Listing Brokerage") will enter into a listing agreement with the seller in which the seller agrees to pay the Listing Brokerage some compensation. The listing agreement may also provide that the seller is willing to compensate the brokerage representing the buyer in the sale or lease of the Property. **Whether compensation to a buyer's brokerage is provided for in a listing agreement is strictly determined by the Listing Brokerage and the seller; there is NO rule or law that requires the seller to pay compensation to a buyer's brokerage or the Listing Brokerage to share compensation with a buyer's brokerage.** The Listing Brokerage will then generally place the Property for sale in a Multiple Listing Service, ("MLS"), which is a database of properties for sale or lease in the geographical area covered by that MLS. If the seller has agreed to compensate a buyer's brokerage or the Listing Brokerage has agreed to share compensation with a buyer's brokerage, the Listing Broker may communicate this in a variety of ways including, but not limited to, the Listing Brokerage's website or through the Listing Brokerage/Broker's social media platforms; however, **MLS rules prohibit this compensation from being communicated through the MLS**. If the seller or a Listing Brokerage is offering compensation to a buyer's brokerage, in some cases, the amount being offered may be insufficient to fully compensate the buyer's brokerage for its services. **NMAR Form 1100 — Information Sheet - Brokerage Compensation, and NMAR Form 1820 — Information Sheet Multiple Listing Service.**

   A. BROKERAGE COMPENSATION: (Check Applicable)
   - ☐ **$**_____ plus applicable New Mexico Gross Receipts Tax ("NMGRT"); OR
   - ☐ _____% of purchase price of Property plus NMGRT; OR
   - ☐ **Other:**_____

IMPORTANT NOTE: Buyer's Brokerage cannot receive from one source or multiple sources (Listing Brokerage, Seller and/or Buyer) more than the Brokerage Compensation set forth herein. While Buyer and Buyer Brokerage may agree to adjust the amount of the Brokerage Compensation set forth herein at any time (NMAR Form 5116 – Buyer Brokerage Agreement Compensation Addendum), neither Buyer, nor the Buyer Brokerage, is *obligated* to change the amount of compensation established in this Agreement once this Agreement has been signed by all parties.

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B. PAYMENT OF COMPENSATION BY SELLER OR LISTING BROKERAGE. Buyer ☐ authorizes ☐ does NOT authorize Brokerage to attempt to collect Brokerage Compensation from the seller or Listing Brokerage. In the event Buyer authorizes Brokerage to collect Brokerage Compensation from the seller or Listing Brokerage, and Brokerage is unable to do so or is only able to collect a portion of the Brokerage Compensation from the seller or Listing Brokerage, **THEN BUYER AGREES TO PAY BROKERAGE THE BROKERAGE COMPENSATION, MINUS ANY AMOUNTS THAT BROKERAGE IS ABLE TO COLLECT FROM THE SELLER OR LISTING BROKERAGE.**

ACKNOWLEDGMENT BY BUYER

Buyer warrants they have read and understand the above compensation provisions. Further, Buyer understands that the amount of compensation that Buyer has agreed to pay Brokerage herein, is NOT dictated by MLS rules, the local, state or National Association of REALTORS® or local, state or national law and that NO rule, policy or law requires a Listing Brokerage or a seller to compensate a buyer's brokerage. Buyer affirms that the Brokerage Compensation set forth herein is an amount that the Buyer and the Brokerage have freely negotiated and agreed upon.

Buyer's Initials: _____

7. **COMPENSATION EARNED AND DUE**. Unless otherwise provided in Paragraph 6(A), Buyer owes Brokerage compensation upon the occurrence of any of the following:
   - **A. DURING THE TERM**. Compensation is earned by Brokerage upon Buyer, or any other person acting on behalf of Buyer, entering into an agreement to Purchase and is due to Brokerage upon the Closing of any Property subject to this Agreement during the term of this Agreement, whether or not Buyer sought the assistance of Broker/Brokerage. If any such transaction fails to close because of a default by Seller, compensation otherwise earned and due will be waived; if because of a default by Buyer, compensation earned and due under this Agreement will not be waived. *"Closing" is defined in this Agreement as a series of events by which Buyer and Seller satisfy all of their obligations under a Purchase Agreement, including, but not limited to, Seller's transfer of legal title, or in the case of a Seller Financing - Real Estate Contract, equitable title to the Buyer.*
   - **B. PROTECTION PERIOD**. Within _____ **days** after termination of this Agreement, if Buyer, or anyone acting on behalf of Buyer, acquires any real Property subject to this Agreement, which Broker identified to Buyer during the term of this Agreement, compensation shall be due to Brokerage. However, this provision will not apply if Buyer enters into another exclusive agreement with another licensed real estate Brokerage covering the same property or type of property covered by this Agreement. Unless otherwise provided in the Termination Agreement, this paragraph shall survive termination of this Agreement.

8. ☐ **COMPENSATION FOR LEASE.** If Buyer enters into an agreement to lease Property or does lease any Property subject to this Agreement during the term of this Agreement, then Buyer agrees to compensate Broker ☐ **$**_____ plus NMGRT or ☐ _____**%** of the lease rate plus GRT for the duration of the lease and any extensions or options, whether or not Buyer sought the assistance of Broker. If any such transaction fails to materialize due to default by Owner/Landlord, compensation otherwise due will be waived; if because of a default by Buyer/Tenant, compensation due under this Agreement will not be waived.

9. **VALUE ESTIMATES FOUND ON VARIOUS WEBSITES.** MLSs syndicate Property listings to public-facing websites, such as Zillow, Trulia and Realtor.com. Some of these public-facing websites offer opinions of the value or projected sales price of the Property. **BUYERS SHOULD BE AWARE THAT THESE ESTIMATES ARE OFTEN INACCURATE AND SHOULD NOT BE CONSIDERED THE ACTUAL VALUE OF THE PROPERTY IN QUESTION.**

10. **OTHER POTENTIAL BUYERS.** Buyer acknowledges that Broker may make known to other buyer clients or customers the same or similar properties as Buyer is seeking to acquire. Further, another buyer that Broker represents may wish to make an offer on the same Property that Buyer intends to make an offer. Buyer consents to this activity and understands that Broker will not share details of Buyer's offer with the other buyer or the details of the other buyer's offer with Buyer.

11. **CONFIDENTIALITY OF YOUR OFFER.** Be aware that sellers and/or the Listing Brokers may not treat the existence, terms, or conditions of offers as confidential unless confidentiality is required by law, regulation, or by any confidentiality agreement between the parties.

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12. **NON-DISCRIMINATION.**
    A. **RESIDENTIAL:** Buyer 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, age, color, religion, sex, sexual orientation, gender identity, familial status, spousal affiliation, physical or mental handicap, national origin or ancestry.
    B. **COMMERCIAL:** Buyer 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.

13. **EXPERT ASSISTANCE.** Broker advises Buyer to obtain expert assistance regarding legal, tax and accounting matters or matters relating to zoning, surveying, inspections, construction, hazardous materials, engineering, FIRPTA or other matters which are not within the expertise of Broker. Broker shall have no liability with respect to such matters.

14. **CONSENT TO THE ELECTRONIC TRANSMISSION OF DOCUMENTS AND TO THE USE OF ELECTRONIC SIGNATURES.** The parties consent to conduct any business related to and/or required under this Agreement by electronic means, including, but not limited to, the receipt of electronic records and the use of electronic signatures. Subject to applicable law, electronic signatures shall have the same legal validity and effect as original 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.

15. **SERVICE PROVIDER RECOMMENDATIONS.** If Broker(s) recommends a builder, contractor, escrow or title company, pest control service, appraiser, lender, attorney, accountant, property inspection or property warranty company or any other person or entity to Buyer for any purpose, such recommendation shall be independently investigated and evaluated by Buyer, 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.

16. **SMALL CLAIMS COURT, MEDIATION AND ARBITRATION.** If a dispute arises between the parties relating to this Agreement, the parties shall submit the dispute to mediation, jointly appoint a mediator and share equally in the costs of the mediation. NMAR Form 5118 - Information Sheet - Mediation Information for Clients/Customers. If the dispute cannot be resolved through mediation, and the amount in dispute is greater than the jurisdictional dollar limits of the applicable small claims court, then the dispute shall be settled by arbitration and shall be referred to the American Arbitration Association ("AAA") for arbitration in accordance with the AAA Rules of Arbitration. NMAR Form 5121 - Information Sheet – Arbitration. The parties agree to be bound by any resulting agreement or award. Judgement upon the award rendered may be entered and enforced in any court of competent jurisdiction. If the amount in dispute is equal to or less than the jurisdictional dollar limits of the applicable small claims court, then the parties have the option of submitting the dispute to small claims court or resolving the dispute through arbitration.

17. **GOVERNING LAW AND VENUE.** This Agreement is to be construed in accordance with and governed by the internal laws of the State of New Mexico without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of New Mexico to the rights and duties of the parties. Each party hereby irrevocably consents to the jurisdiction and venue of the state and federal courts located in the county in which the Brokerage is located in connection with any claim, action, suit or proceeding relating to this Agreement and agrees that all suits or proceedings relating to this Agreement shall be brought only in such courts.

18. **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.

19. **FIRPTA.** The Foreign Investment in Real Property Tax Act of 1980 ("FIRPTA") requires buyers who purchase real property from foreign sellers to withhold a portion of the amount realized from the sale of the real property for remittance to the Internal Revenue Service ("IRS"). In the event the seller(s) is **NOT** a foreign person, FIRPTA requires the buyer to obtain proof of the seller's non-foreign status in order to avoid withholding requirements. Exceptions may apply. For more information, refer to NMAR Form 2304 – Information Sheet – FIRPTA & Taxation of Foreign Persons Receiving Rental Income from U.S. Property. In the event exceptions to FIRPTA do not apply, then prior to or at Closing, seller(s) shall provide to Buyer or to a Qualified Substitute (generally, the Title Company) either a Non-Foreign Seller Affidavit(s) (NMAR Form 2303) **OR** a letter from the IRS indicating seller(s) is exempt from withholding. In the event seller(s) fails to do so, Buyer shall have the right to withhold the applicable percentage of the amount realized from the sale of the

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Property for remittance to the IRS in accordance with IRS requirements. NMAR Form 2303B — FIRPTA Withholding Instructions. Buyer acknowledges that Buyer is solely responsible for ensuring compliance with FIRPTA, including the obligation to withhold funds from the seller if Buyer does not have sufficient evidence of seller's non-foreign status, and Buyer shall indemnify, defend, and hold harmless Broker and Brokerage from and against any and all claims, losses, liabilities, penalties, or obligations (including reasonable attorneys' fees and costs) arising out of or relating to FIRPTA withholding obligations.

20. **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 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 the sale of farm, ranch, farming or timber products do not exceed $1,000.00. A "foreign person" is certain foreign corporations or a person who is not a citizen of the U.S. or U.S. territories, who is not a permanent resident and who is not paroled into the U.S. **Buyer** ☐ **is** ☐ **is not** a foreign person as defined in this paragraph. (See NMAR Form 2304A —Information Sheet - AFIDA)

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

22. **FORCE MAJEURE.** Buyer or Broker/Brokerage shall not be required to perform any obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the obligation, or the availability of services, is disrupted, delayed, caused or prevented by Force Majeure. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fire, or other acts of God, unusual transportation delays, wars, insurrections, acts of terrorism, pandemics or diseases or any governmental authority taken in response to a pandemic. All time periods will be extended up to ten (10) days after the Force Majeure no longer prevents performance under this Agreement, provided, however, if such Force Majeure continues to prevent performance under this Agreement more than thirty (30) days, then either party may terminate this Agreement by delivering written notice to the other. This provision applies whether or not the underlying applicable event is foreseeable at the time of execution of this Agreement.

23. **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.

24. **HEIRS AND ASSIGNS**. This Agreement shall apply to, be binding upon and enforceable against and inure to the benefit of the parties hereto and their respective representatives, successors, permitted assigns, heirs and estates.

25. **AUTHORITY OF SIGNORS.** If Buyer is a corporation, partnership, estate, trust, limited liability company or other entity, the person signing this Agreement on its behalf warrants their authority to do so and to bind the Buyer for which they are signing.

26. **SURVIVAL OF OBLIGATIONS: The following provisions and paragraphs shall survive termination of this Agreement:** 7(B), 15, 16, 17, 18, 21, 22, 23, 24, 26.

27. **ADDITIONAL TERMS.**

_____

_____

_____

Buyer Brokerage Agreement Agency Addendum is attached to this Agreement: ☐ **Yes** ☐ **No** (NMAR Form 1205 — Buyer Brokerage Agreement Agency Addendum).

[SIGNATURES ON NEXT PAGE.]

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NEW MEXICO ASSOCIATION OF REALTORS® — 2026
BUYER BROKERAGE AGREEMENT

ATTENTION BUYERS: WIRE FRAUD ALERT

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

BUYER(S)

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

BUYER'S BROKERAGE

Buyer's Broker Signature			Date	Time
Buyer's Brokerage Firm	Buyer's Broker's Qualifying Broker's Name and NMREC License No.		Buyer's Broker's Email Address	
Buyer's Broker Name	Buyer's Broker's Team Name	Office Phone	Buyer's Broker's Cell Phone	
Buyer's Brokerage Address	City	State	Zip Code	Broker ☐ is ☐ is not a REALTOR®

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

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