



**NEW MEXICO ASSOCIATION OF REALTORS® — 2024
ADDENDUM NO. _____
RESOLUTION ADDENDUM**



⚠ ATTENTION BUYER AND SELLER ⚠

CONSULT WITH LENDER. THIS IS AN AGREEMENT. Once this Addendum is fully executed by Buyer and Seller, it becomes an addendum to the Purchase Agreement and **MUST** be provided to Buyer's lender. Buyer is encouraged to consult with their lender prior to entering into this Addendum, as this Addendum may:

- have a detrimental impact on the Buyer's ability to get the loan;
- cause delays in the lender's processing and funding of the loan by Closing; and
- cause the lender to require further inspections and/or repairs.

This Resolution Addendum is hereby incorporated into and made part of the Purchase Agreement dated _____ between _____ ("Buyer") and _____ ("Seller") and relating to the following Property:

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

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

1. SELLER AGREES TO CURE BUYER'S OBJECTIONS AS FOLLOWS:

A. REPAIR/REPLACE: Seller agrees to all repairs/replacements listed below no later than the Repair Completion Deadline set forth in the Purchase Agreement. If New Mexico law requires that the type of repair/replacement be performed by a licensed professional/contractor, then Seller shall hire an appropriately licensed individual to make the repair/replacement. Copies of all repair invoices shall be provided to Buyer on or before the Pre-Closing Walk-Through and shall include vendor contact information and license number. **IMPORTANT NOTE: IF SELLER HAS AGREED TO REPAIR/REPLACE ITEM(S) IN A PRIOR ADDENDUM TO THE PURCHASE AGREEMENT, THEN UNLESS OTHERWISE NOTED BELOW, ITEMS TO BE REPAIRED/REPLACED IN THAT PRIOR ADDENDUM SHALL BE IN ADDITION TO THE ITEM(S) THAT THE SELLER HAS AGREED TO REPAIR/REPLACE IN THIS ADDENDUM.**

IF CHECKED, SELLER WILL NOT REPAIR/REPLACE ITEMS ADDRESSED IN A PREVIOUS ADDENDUM TO THE PURCHASE AGREEMENT. SELLER SHALL ONLY REPAIR/REPLACE THE ITEMS NOTED BELOW.

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If checked, additional space is required and Exhibit _____ (NMAR Form 2200) is attached.

B. PRICE MODIFICATION: Buyer and Seller agree to amend the Purchase Price of the Property to \$ _____.

C. SELLER CREDITS: Seller agrees to credit \$ _____ (“Credit”) towards Buyers’ Closing costs, including, but not limited to, pre-pays, inspections, warranties and buyer broker compensation.

This Subsection ONLY applies if Buyer is obtaining a loan for the purchase of the Property. In the event Buyer is obtaining a loan for the purchase of the Property, any amount of Seller Credit disallowed by Lender:

CHECK ONE:

WILL reduce the Purchase Price and the parties agree to execute a new addendum (NMAR Form 2101) reflecting the new Purchase Price.

WILL NOT reduce the Purchase Price and Seller shall NOT be required to pay any amount of the Seller Credit disallowed by Lender.

IMPORTANT NOTE: IF SELLER HAS AGREED TO PROVIDE A SELLER CREDIT TO BUYER IN A PRIOR ADDENDUM TO THE PURCHASE AGREEMENT, THEN UNLESS OTHERWISE NOTED BELOW, THAT/THOSE SELLER CREDIT(S) SHALL BE IN ADDITION TO THE SELLER CREDITS LISTED IN THIS ADDENDUM.

IF CHECKED, SELLER WILL NOT PROVIDE SELLER CREDITS INCLUDED IN PREVIOUS ADDENDA TO THE PURCHASE AGREEMENT. SELLER SHALL ONLY PROVIDE SELLER CREDITS AS NOTED IN THIS PARAGRAPH.



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2. **RESOLUTION:** In this Resolution Addendum, Parties have reached a Resolution as to all of Buyer(s) objections on Notice of Objection No.(s) _____.

3. **TITLE COMMITMENT REVISIONS FEES:** In the event changes set forth in this Addendum require the issuance of a revised title commitment for which the title company charges a fee, the following applies:

CHECK ONE:

- A. BUYER shall pay any additional fee;
- B. SELLER shall pay any additional fee;
- C. The parties shall SPLIT EQUALLY the fee; or
- D. Other: _____

4. **ADDENDUM PROVISIONS CONTROL.** If there is any conflict between the provisions of the Purchase Agreement and this Addendum, the provisions of this Addendum will control. The remaining provisions of the Purchase Agreement will remain in effect.

BUYER(S)

Buyer Signature	Printed Name	Date	Time
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Buyer Signature	Printed Name	Date	Time
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SELLER(S)

Seller Signature	Printed Name	Date	Time
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Seller Signature	Printed Name	Date	Time
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If additional signature lines are needed, please use NMAR Form 1150 – Signature Addendum