

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (AE41-5-09) (Mandatory 7-09)

**THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.**

**AGREEMENT TO AMEND/EXTEND CONTRACT**

Date: \_\_\_\_\_

1. This agreement amends the contract dated \_\_\_\_\_ (Contract), between \_\_\_\_\_ (Seller), and \_\_\_\_\_ (Buyer), relating to the sale and purchase of the following legally described real estate in the County of \_\_\_\_\_, Colorado:

known as No. \_\_\_\_\_, (Property).  
Street Address City State Zip

[NOTE: If any item is left blank or the term "No Change" is inserted, it means no change. The abbreviation "N/A" or the word "Deleted" means not applicable and when inserted on any line in Dates and Deadlines (§ 2.3) means that the corresponding provision of the Contract to which reference is made is deleted.]

2. § 2.3. DATES AND DEADLINES. [NOTE: This table may be deleted if inapplicable.]

Item No.	Reference	Event	Date or Deadline
1	§ 4.2.1	Alternative Earnest Money Deadline	
2	§ 5.1	Loan Application Deadline	
3	§ 5.2	Loan Conditions Deadline	
4	§ 5.3	Buyer's Credit Information Deadline	
5	§ 5.3	Disapproval of Buyer's Credit Information Deadline	
6	§ 5.4	Existing Loan Documents Deadline	
7	§ 5.4	Existing Loan Documents Objection Deadline	
8	§ 5.4	Loan Transfer Approval Deadline	
9	§ 6.2.2	Appraisal Deadline	
10	§ 6.2.2	Appraisal Objection Deadline	
11	§ 7.1	Title Deadline	
12	§ 7.2	Document Request Deadline	
13	§ 7.3	Survey Deadline	
14	§ 7.4.4.1	CIC Documents Deadline	
15	§ 7.4.5	CIC Documents Objection Deadline	
16	§ 8.1	Title Objection Deadline	
17	§ 8.2	Survey Objection Deadline	
18	§ 8.2	Off-Record Matters Deadline	
19	§ 8.3.2	Survey Objection Deadlin	
20	§ 8.6	Right of First Refusal Deadline	
21	§ 10.1	Seller's Property Disclosure Deadline	
22	§ 10.2	Inspection Objection Deadline	
23	§ 10.3	Inspection Resolution Deadline	
24	§ 10.5	Property Insurance Objection Deadline	
25	§ 12	<b>Closing Date</b>	
26	§ 17	Possession Date	
27	§ 17	Possession Time	

3. Other dates or deadlines set forth in the Contract shall be changed as follows:

4. Additional amendments:

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All other terms and conditions of the Contract shall remain the same.

This proposal shall expire unless accepted in writing by Seller and Buyer as evidenced by their signatures below and the offering party to this document receives notice of such acceptance on or before \_\_\_\_\_  
Date Time

Date: \_\_\_\_\_  
Buyer's Name: \_\_\_\_\_

Date: \_\_\_\_\_  
Buyer's Name: \_\_\_\_\_

\_\_\_\_\_  
Buyer's Signature

\_\_\_\_\_  
Buyer's Signature

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Date: \_\_\_\_\_  
Seller's Name: \_\_\_\_\_

Date: \_\_\_\_\_  
Seller's Name: \_\_\_\_\_

\_\_\_\_\_  
Seller's Signature

\_\_\_\_\_  
Seller's Signature

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**DRAFT**

**THIS IS A BINDING CONTRACT. THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.**

**Compensation charged by brokerage firms is not set by law. Such charges are established by each real estate brokerage firm.**

**DIFFERENT BROKERAGE RELATIONSHIPS ARE AVAILABLE WHICH INCLUDE BUYER AGENCY, SELLER AGENCY, OR TRANSACTION-BROKERAGE.**

## **EXCLUSIVE RIGHT-TO-BUY LISTING CONTRACT**

**BUYER AGENCY**     **TRANSACTION-BROKERAGE**

Date: \_\_\_\_\_

**1. AGREEMENT.** Buyer and Brokerage Firm enter into this exclusive, irrevocable contract (Buyer Listing Contract) as of the date set forth above.

**2. BROKER AND BROKERAGE FIRM.**

**2.1. Multiple-Person Firm.** If this box is checked, the individual designated by Brokerage Firm to serve as the broker of Buyer and to perform the services for Buyer required by this Buyer Listing Contract is called Broker. If more than one individual is so designated, then references in this Buyer Listing Contract to Broker shall include all persons so designated, including substitute or additional brokers. The brokerage relationship exists only with Broker and does not extend to the employing broker, Brokerage Firm or to any other brokers employed or engaged by Brokerage Firm who are not so designated.

**2.2. One-Person Firm.** If this box is checked, Broker is a real estate brokerage firm with only one licensed natural person. References in this Buyer Listing Contract to Broker or Brokerage Firm mean both the licensed natural person and brokerage firm, who serve as the broker of Buyer and perform the services for Buyer required by this Buyer Listing Contract.

**3. DEFINED TERMS.**

**3.1. Buyer:** \_\_\_\_\_  
and any other person or entity on whose behalf the named party acts, directly or indirectly, to Purchase the Property.

**3.2. Brokerage Firm:** \_\_\_\_\_

**3.3. Broker:** \_\_\_\_\_

**3.4. Property.** Property means real estate which substantially meets the following requirements or similar real estate acceptable to Buyer:

**3.5. Purchase.**

**3.5.1.** Purchase means the acquisition of any interest in the Property or the creation of the right to acquire any interest in the Property (including a contract or lease). It also includes an agreement to acquire any ownership interest in an entity that owns the Property.

**3.5.2.** If this box is checked, Buyer authorizes Broker to negotiate a lease of the Property. Lease of the Property or Lease means any lease of an interest in the Property.

**3.6. Term.** The Term of this Buyer Listing Contract shall begin on \_\_\_\_\_, and shall continue through the earlier of (1) completion of the Purchase of the Property or (2) \_\_\_\_\_. Broker shall continue to assist in the completion of any transaction for which compensation is payable to Brokerage Firm under § 7 of this Buyer Listing Contract.

**3.7. Applicability of Terms.** A check or similar mark in a box means that such provision is applicable. The abbreviation "N/A" or the word "Deleted" means not applicable. The abbreviation "MEC" (mutual execution of this contract) means the latest date upon which both parties have signed this Buyer Listing Contract.

**3.8. Day; Computation of Period of Days, Deadline.**

**3.8.1. Day.** As used in this Buyer Listing Contract, the term "day" shall mean the entire day ending at 11:59 p.m., United States Mountain Time (Standard or Daylight Savings as applicable).

**3.8.2. Computation of Period of Days, Deadline.** In computing a period of days, when the ending date is not specified, the first day is excluded and the last day is included, e.g., three days after MEC. If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such deadline  **Shall**  **Shall Not** be extended to the next day not a Saturday, Sunday or Holiday. Should neither box be checked, the deadline shall not be extended.

**4. BROKERAGE RELATIONSHIP.**

**4.1.** If the Buyer Agency box at the top of page 1 is checked, Broker shall represent Buyer as a Buyer's limited agent (Buyer's Agent). If the Transaction-Brokerage box at the top of page 1 is checked, Broker shall act as a Transaction-Broker.

58 **4.2. In-Company Transaction — Different Brokers.** When the seller and Buyer in a transaction are working with different brokers,  
59 those brokers continue to conduct themselves consistent with the brokerage relationships they have established. Buyer acknowledges that  
60 Brokerage Firm is allowed to offer and pay compensation to brokers within Brokerage Firm working with a seller.

61 **4.3. In-Company Transaction — One Broker.** If the seller and Buyer are both working with the same Broker, Broker shall function  
62 as:

63 **4.3.1. Buyer's Agent.** If the Buyer Agency box at the top of page 1 is checked, the parties agree the following applies:

64 **4.3.1.1. Buyer Agency Only.** Unless the box in § 4.3.1.2 (**Buyer Agency Unless Brokerage Relationship with Both**)  
65 is checked, Broker shall represent Buyer as Buyer's Agent and shall treat the seller as a customer. A customer is a party to a transaction with  
66 whom Broker has no brokerage relationship. Broker shall disclose to such customer Broker's relationship with Buyer.

67  **4.3.1.2. Buyer Agency Unless Brokerage Relationship with Both.** If this box is checked, Broker shall represent  
68 Buyer as Buyer's Agent and shall treat the seller as a customer, unless Broker currently has or enters into an agency or Transaction-Brokerage  
69 relationship with the seller, in which case Broker shall act as a Transaction-Broker.

70 **4.3.2. Transaction-Broker.** If the Transaction-Brokerage box at the top of page 1 is checked, or in the event neither box is  
71 checked, Broker shall work with Buyer as a Transaction-Broker. A Transaction-Broker shall perform the duties described in § 5 and facilitate  
72 purchase transactions without being an advocate or agent for either party. If the seller and Buyer are working with the same broker, Broker shall  
73 continue to function as a Transaction-Broker.

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75 **5. BROKERAGE DUTIES.** Brokerage Firm, acting through Broker, as either a Transaction-Broker or a Buyer's Agent, shall perform the  
76 following **Uniform Duties** when working with Buyer:

77 **5.1.** Broker shall exercise reasonable skill and care for Buyer, including but not limited to the following:

78 **5.1.1.** Performing the terms of any written or oral agreement with Buyer;

79 **5.1.2.** Presenting all offers to and from Buyer in a timely manner regardless of whether Buyer is already a party to a contract to  
80 Purchase the Property;

81 **5.1.3.** Disclosing to Buyer adverse material facts actually known by Broker;

82 **5.1.4.** Advising Buyer regarding the transaction and advising Buyer to obtain expert advice as to material matters about which  
83 Broker knows but the specifics of which are beyond the expertise of Broker;

84 **5.1.5.** Accounting in a timely manner for all money and property received; and

85 **5.1.6.** Keeping Buyer fully informed regarding the transaction.

86 **5.2.** Broker shall not disclose the following information without the informed consent of Buyer:

87 **5.2.1.** That Buyer is willing to pay more than the purchase price offered for the Property;

88 **5.2.2.** What Buyer's motivating factors are;

89 **5.2.3.** That Buyer will agree to financing terms other than those offered;

90 **5.2.4.** Any material information about Buyer unless disclosure is required by law or failure to disclose such information would  
91 constitute fraud or dishonest dealing; or

92 **5.2.5.** Any facts or suspicions regarding circumstances that could psychologically impact or stigmatize the Property.

93 **5.3.** Buyer consents to Broker's disclosure of Buyer's confidential information to the supervising broker or designee for the purpose of  
94 proper supervision, provided such supervising broker or designee shall not further disclose such information without consent of Buyer, or use  
95 such information to the detriment of Buyer.

96 **5.4.** Broker may show properties in which the Buyer is interested to other prospective buyers without breaching any duty or obligation to  
97 such Buyer. Broker shall not be prohibited from showing competing buyers the same property and from assisting competing buyers in attempting  
98 to purchase a particular property.

99 **5.5.** Broker shall not be obligated to seek other properties while Buyer is already a party to a contract to purchase property.

00 **5.6.** Broker has no duty to conduct an independent inspection of the Property for the benefit of Buyer and has no duty to independently  
01 verify the accuracy or completeness of statements made by a seller or independent inspectors. Broker has no duty to conduct an independent  
02 investigation of Buyer's financial condition or to verify the accuracy or completeness of any statement made by Buyer.

03 **5.7.** Broker shall disclose to any prospective seller all adverse material facts actually known by Broker, including but not limited to  
04 adverse material facts concerning Buyer's financial ability to perform the terms of the transaction and whether Buyer intends to occupy the  
05 Property as a principal residence.

06 **5.8.** Buyer understands that Buyer shall not be liable for Broker's acts or omissions that have not been approved, directed, or ratified by  
07 Buyer.

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09 **6. ADDITIONAL DUTIES OF BUYER'S AGENT.** If the Buyer Agency box at the top of page 1 is checked, Broker is Buyer's Agent, with  
10 the following additional duties:

11 **6.1.** Promoting the interests of Buyer with the utmost good faith, loyalty and fidelity.

12 **6.2.** Seeking a price and terms that are acceptable to Buyer.

13 **6.3.** Counseling Buyer as to any material benefits or risks of a transaction that are actually known by Broker.

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15 **7. COMPENSATION TO BROKERAGE FIRM.** In consideration of the services to be performed by Broker, Brokerage firm shall be paid  
16 as set forth in this section, with no discount or allowance for any efforts made by Buyer or any other person. Brokerage Firm shall be entitled to  
17 receive additional compensation, bonuses, and incentives paid by listing brokerage firm or seller. Broker shall inform Buyer of the fee to be paid  
18 to Brokerage Firm and, if there is a written agreement, Broker shall supply a copy to Buyer, upon written request of Buyer.

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20 **Check Compensation Arrangement:**

21  **7.1. Listing Brokerage Firm or Seller May Pay. Buyer IS Obligated to Pay.** Broker is authorized and instructed to request payment  
22 of the Brokerage Firm's fee from the listing brokerage firm or seller. Buyer shall be obligated to pay any portion of Brokerage Firm's fee as  
23 described in § 7.2 which is not paid by the listing brokerage firm or seller.

24  **7.2. Buyer Will Pay.** Buyer shall be obligated to pay the Brokerage Firm's fee as described in § 7.2.1 (**Success Fee**) unless the box in  
25 § 7.3 (**Listing Brokerage Firm or Seller May Pay. Buyer is NOT Obligated to Pay**) is checked.

26  **7.2.1. Success Fee.** Brokerage Firm shall be paid by Buyer as follows:

27 **7.2.1.1. Amount.** A fee equal to \_\_\_\_\_% of the purchase price, but not less than \$\_\_\_\_\_, except as provided in  
28 § 7.2.1.2.

29 **7.2.1.2. Adjusted Amount.**  See Section 18. Additional Provisions or  Other \_\_\_\_\_.

30 **7.2.1.3. When Earned.** The Success Fee is earned by the Brokerage Firm upon the Purchase of the Property and is  
31 payable upon closing of the transaction. If any transaction fails to close as a result of the seller's default, with no fault on the part of Buyer, the  
32 Success Fee shall be waived. If any transaction fails to close as a result of Buyer's default, in whole or in part, the Success Fee shall not be  
33 waived; such fee shall be payable upon Buyer's default, but in any event not later than the date that the closing of the transaction was to have  
34 occurred.

35  **7.2.2. Hourly Fee.** Brokerage Firm shall be paid \$\_\_\_\_\_ per hour for time spent by Broker pursuant to this Buyer Listing  
36 Contract, up to a maximum total fee of \$\_\_\_\_\_. This hourly fee shall be paid to Brokerage Firm upon receipt of an invoice from Brokerage  
37 Firm.

38  **7.2.3. Retainer Fee.** Buyer shall pay Brokerage Firm a nonrefundable retainer fee of \$\_\_\_\_\_ due and payable upon  
39 signing of this Buyer Listing Contract. This amount  Shall  Shall Not be credited against other fees payable to Brokerage Firm under this  
40 section.

41  **7.2.4. Other Compensation.** \_\_\_\_\_

42  **7.3. Listing Brokerage Firm or Seller May Pay. Buyer is NOT Obligated to Pay.** Broker is authorized to obtain payment of the  
43 Brokerage Firm's fee from the listing brokerage firm or seller. Buyer shall not be obligated to pay Brokerage Firm's fee.

44 If no box is checked above, then § 7.2 (**Buyer Will Pay**) shall apply.

45  **7.4. Lease Fee.** If the box in § 3.5.2 is checked and if Brokerage Firm is unable to obtain payment of Brokerage Firm's entire fee from  
46 listing brokerage firm or landlord, Buyer shall pay the Brokerage Firm a fee as follows, less any amounts paid by the listing brokerage firm or  
47 landlord:

48 **7.4.1. Amount.** \$\_\_\_\_\_ Per Square Foot per \_\_\_\_\_, up to a maximum of \_\_\_\_\_; or \_\_\_\_\_% of the  Net   
49 Gross amount of rent payable under the lease up to a maximum of \_\_\_\_\_.

50 **7.4.2. Adjusted Amount.**  See Section 18. Additional Provisions or  Other \_\_\_\_\_.

51 **7.4.3. Other.** \_\_\_\_\_

52 **7.4.4. When Earned.** This lease fee is earned upon the execution of the Lease. One-half of this lease fee shall be paid upon  
53 mutual execution of the Lease and one-half upon possession of the premises by tenant or as follows: \_\_\_\_\_. If the Lease,  
54 executed after the date of this Buyer Listing Contract, contains an option to extend or renew, Brokerage Firm  Shall  Shall Not be paid a fee  
55 upon exercise of such extension or renewal option. If Brokerage Firm is to be paid a fee for such extension or renewal, the amount of such fee  
56 and its payment shall be as follows: \_\_\_\_\_.

57 **7.5. Holdover Period.** Brokerage Firm's fee shall apply to Property contracted for [or leased if § 3.5.2 is checked] during the Term of  
58 this Buyer Listing Contract or any extensions and shall also apply to Property contracted for or leased within \_\_\_ calendar days after this Buyer  
59 Listing Contract expires or is terminated (Holdover Period) if the Property is one on which Broker negotiated and if Broker submitted its address  
60 or other description in writing to Buyer during the Term. However, if a commission is earned by another real estate brokerage firm acting  
61 pursuant to an exclusive agreement with Buyer entered into during the Holdover Period, Buyer  Shall  Shall Not owe the compensation to  
62 Broker under §§ 7.2.1, 7.2.2, 7.2.4 and 7.4 as indicated.

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64 **8. LIMITATION ON THIRD-PARTY COMPENSATION.** Neither Broker nor Brokerage Firm, except as set forth in § 7, shall accept  
65 compensation from any other person or entity in connection with the Property without the written consent of Buyer. Additionally, neither Broker  
66 nor Brokerage Firm shall be permitted to assess and receive mark-ups or other compensation for services performed by any third party or  
67 affiliated business entity unless Buyer signs a separate written consent for such services.

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69 **9. BUYER'S OBLIGATIONS TO BROKER.** Buyer agrees to conduct all negotiations for the Property only through Broker, and to refer to  
70 Broker all communications received in any form from real estate brokers, prospective sellers, or any other source during the Term of this Buyer  
71 Listing Contract. Buyer represents that Buyer  Is  Is Not currently a party to any agreement with any other broker to represent or assist  
72 Buyer in the location or purchase of property.

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74 **10. COST OF SERVICES OR PRODUCTS OBTAINED FROM OUTSIDE SOURCES.** Broker will not obtain or order products or  
75 services from outside sources unless Buyer has agreed to pay for them promptly when due (examples: surveys, radon tests, soil tests, title reports,  
76 engineering studies, property inspections). Neither Broker nor Brokerage Firm shall be obligated to advance funds for Buyer. Buyer shall  
77 reimburse Brokerage Firm for payments made by Brokerage Firm for other products or services authorized by Buyer.

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79 **11. BROKERAGE SERVICES: SHOWING PREMISES.**

80 **11.1 Brokerage Services.** The Broker shall provide brokerage services to Tenant. The following additional tasks shall be performed by  
81 Broker:

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84 **11.2 Showing Properties.** Tenant acknowledges that Broker has explained the possible methods used by listing brokers, landlords and  
85 sublandlords to show premises, and the limitations (if any) on Tenant and Broker being able to access premises due to such methods. Broker's  
86 limitations on accessing premises are as follows: \_\_\_\_\_. Broker, through Brokerage Firm, has access to the following multiple listing  
87 services and property information services: \_\_\_\_\_.

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89 **12. DISCLOSURE OF BUYER'S IDENTITY.** Broker  Does  Does Not have Buyer's permission to disclose Buyer's identity to third  
90 parties without prior written consent of Buyer.

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**13. DISCLOSURE OF SETTLEMENT SERVICE COSTS.** Buyer acknowledges that costs, quality, and extent of service vary between different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

**14. NONDISCRIMINATION.** The parties agree not to discriminate unlawfully against any prospective seller because of the race, creed, color, sex, sexual orientation, marital status, familial status, physical or mental disability, handicap, religion, national origin or ancestry of such person.

**15. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this document, Buyer acknowledges that Broker has advised that this document has important legal consequences and has recommended consultation with legal and tax or other counsel, before signing this Buyer Listing Contract.

**16. MEDIATION.** If a dispute arises relating to this Buyer Listing Contract, prior to or after closing, and is not resolved, the parties shall first proceed in good faith to submit the matter to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree, in writing, before any settlement is binding. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The mediation, unless otherwise agreed, shall terminate in the event the entire dispute is not resolved within 30 calendar days of the date written notice requesting mediation is sent by one party to the other at the party's last known address.

**17. ATTORNEY FEES.** In the event of any arbitration or litigation relating to this Buyer Listing Contract, the arbitrator or court shall award to the prevailing party all reasonable costs and expenses, including attorney and legal fees.

**18. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate Commission.)

**19. ATTACHMENTS.** The following are a part of this Buyer Listing Contract:

**20. NOTICE, DELIVERY AND CHOICE OF LAW.**

**20.1. Physical Delivery.** All notices must be in writing, except as provided in § 20.2. Any document, including a signed document or notice, delivered to the other party to this Buyer Listing Contract, is effective upon physical receipt. Delivery to Buyer shall be effective when physically received by Buyer, any individual of Buyer or representative of Buyer.

**20.2. Electronic Delivery.** As an alternative to physical delivery, any document, including any signed document or written notice may be delivered in electronic form only by the following indicated methods:  Facsimile  Email  Internet  No Electronic Delivery. Documents with original signatures shall be provided upon request of any party.

**20.3. Choice of Law.** This Buyer Listing Contract and all disputes arising hereunder shall be governed by and construed in accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in this state for property located in Colorado.

**21. MODIFICATION OF THIS CONTRACT.** No subsequent modification of any of the terms of this Buyer Listing Contract shall be valid, binding upon the parties, or enforceable unless in writing and signed by the parties.

**22. COUNTERPARTS.** If more than one person is named as a Buyer herein, this Buyer Listing Contract may be executed by each Buyer, separately, and when so executed, such copies taken together with one executed by Broker on behalf of Brokerage Firm shall be deemed to be a full and complete contract between the parties.

**23. ENTIRE AGREEMENT.** This agreement constitutes the entire contract between the parties and any prior agreements, whether oral or written, have been merged and integrated into this Buyer Listing Contract.

**24. COPY OF CONTRACT.** Buyer acknowledges receipt of a copy of this Buyer Listing Contract signed by Broker, including all attachments.

**25. MEGAN'S LAW.** If the presence of a registered sex offender is a matter of concern to Buyer, Buyer understands that Buyer must contact local law enforcement officials regarding obtaining such information.

Brokerage Firm authorizes Broker to execute this Buyer Listing Contract on behalf of Brokerage Firm.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Buyer's Name: \_\_\_\_\_

Broker's Name: \_\_\_\_\_

\_\_\_\_\_  
Buyer's Signature

\_\_\_\_\_  
Broker's Signature

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
Phone No.: \_\_\_\_\_  
Fax No.: \_\_\_\_\_  
Email Address: \_\_\_\_\_

\_\_\_\_\_  
Phone No.: \_\_\_\_\_  
Fax No.: \_\_\_\_\_  
Email Address: \_\_\_\_\_

\_\_\_\_\_  
Brokerage Firm's Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone No.: \_\_\_\_\_  
Fax No.: \_\_\_\_\_  
Email Address: \_\_\_\_\_

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**DIFFERENT BROKERAGE RELATIONSHIPS ARE AVAILABLE WHICH INCLUDE SELLER AGENCY, BUYER AGENCY OR TRANSACTION-BROKERAGE.**

**BROKERAGE DISCLOSURE TO**

BUYER  TENANT

**DEFINITIONS OF WORKING RELATIONSHIPS**

For purposes of this document, seller also means landlord (which includes sublandlord) and buyer also means tenant (which includes subtenant).

**Seller's Agent:** A seller's agent works solely on behalf of the seller to promote the interests of the seller with the utmost good faith, loyalty and fidelity. The agent negotiates on behalf of and acts as an advocate for the seller. The seller's agent must disclose to potential buyers all adverse material facts actually known by the seller's agent about the property. A separate written listing agreement is required which sets forth the duties and obligations of the broker and the seller.

**Buyer's Agent:** A buyer's agent works solely on behalf of the buyer to promote the interests of the buyer with the utmost good faith, loyalty and fidelity. The agent negotiates on behalf of and acts as an advocate for the buyer. The buyer's agent must disclose to potential sellers all adverse material facts actually known by the buyer's agent, including the buyer's financial ability to perform the terms of the transaction and, if a residential property, whether the buyer intends to occupy the property. A separate written buyer agency agreement is required which sets forth the duties and obligations of the broker and the buyer.

**Transaction-Broker:** A transaction-broker assists the buyer or seller or both throughout a real estate transaction by performing terms of any written or oral agreement, fully informing the parties, presenting all offers and assisting the parties with any contracts, including the closing of the transaction, without being an agent or advocate for any of the parties. A transaction-broker must use reasonable skill and care in the performance of any oral or written agreement, and must make the same disclosures as agents about all adverse material facts actually known by the transaction-broker concerning a property or a buyer's financial ability to perform the terms of a transaction and, if a residential property, whether the buyer intends to occupy the property. No written agreement is required.

**Customer:** A customer is a party to a real estate transaction with whom the broker has no brokerage relationship because such party has not engaged or employed the broker, either as the party's agent or as the party's transaction-broker.

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**RELATIONSHIP BETWEEN BROKER AND BUYER**

Broker and Buyer referenced below have NOT entered into a buyer agency agreement. The working relationship specified below is for a specific property described as:

\_\_\_\_\_ or real estate which substantially meets the following requirements:

\_\_\_\_\_  
Buyer understands that Buyer shall not be liable for Broker's acts or omissions that have not been approved, directed, or ratified by Buyer.

**CHECK ONE BOX ONLY:**

**Multiple-Person Firm.** Broker, referenced below, is designated by Brokerage Firm to serve as Broker. If more than one individual is so designated, then references in this document to Broker shall include all persons so designated, including substitute or additional brokers. The brokerage relationship exists only with Broker and does not extend to the employing broker, Brokerage Firm or to any other brokers employed or engaged by Brokerage Firm who are not so designated.

**One-Person Firm.** If Broker is a real estate brokerage firm with only one licensed natural person, then any references to Broker or Brokerage Firm mean both the licensed natural person and brokerage firm who shall serve as Broker.

**CHECK ONE BOX ONLY:**

**Customer.** Broker is the seller's agent and Buyer is a customer. Broker, as seller's agent, intends to perform the following list of tasks:  **Show a property**  **Prepare and Convey** written offers, counteroffers and agreements to amend or extend the contract. Broker is not the agent of Buyer.

**Customer for Broker's Listings – Transaction-Brokerage for Other Properties.** When Broker is the seller's agent, Buyer is a customer. When Broker is not the seller's agent, Broker is a transaction-broker assisting in the transaction. Broker is not the agent of Buyer.

**Transaction-Brokerage Only.** Broker is a transaction-broker assisting in the transaction. Broker is not the agent of Buyer.

Buyer consents to Broker's disclosure of Buyer's confidential information to the supervising broker or designee for the purpose of proper supervision, provided such supervising broker or designee shall not further disclose such information without consent of Buyer, or use such information to the detriment of Buyer.

**DISCLOSURE OF SETTLEMENT SERVICE COSTS.** Buyer acknowledges that costs, quality, and extent of service vary between different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

**THIS IS NOT A CONTRACT.**

If this is a residential transaction, the following provision shall apply:

**MEGAN'S LAW.** If the presence of a registered sex offender is a matter of concern to Buyer, Buyer understands that Buyer must contact local law enforcement officials regarding obtaining such information.

**BUYER ACKNOWLEDGMENT:**

Buyer acknowledges receipt of this document on \_\_\_\_\_.

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Buyer

**BROKER ACKNOWLEDGMENT:**

On \_\_\_\_\_, Broker provided \_\_\_\_\_ (Buyer) with

this document via \_\_\_\_\_ and retained a copy for Broker's records.

Brokerage Firm's Name: \_\_\_\_\_

\_\_\_\_\_  
Broker

1 The printed portions of this form have been approved, except differentiated additions, by the Colorado Real Estate Commission.  
2 (BDA55-5-09) (Mandatory 7-09)

3  
4 **THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX  
5 OR OTHER COUNSEL BEFORE SIGNING.**

6  
7 **DIFFERENT BROKERAGE RELATIONSHIPS ARE AVAILABLE WHICH INCLUDE LANDLORD AGENCY, TENANT  
8 AGENCY, BUYER AGENCY, SELLER AGENCY OR TRANSACTION-BROKERAGE.**

9  
10 **BROKERAGE DUTIES ADDENDUM**  
11 **TO PROPERTY MANAGEMENT AGREEMENT**  
12 **(Leasing Activities)**

13  
14  **LANDLORD AGENCY**     **TRANSACTION-BROKERAGE**

15  
16 This Brokerage Duties Addendum (Addendum) is made a part of the agreement for the management and leasing of the Property known  
17 as \_\_\_\_\_ (Property),  
18 which is dated \_\_\_\_\_, between Brokerage Firm and Landlord (Agreement). This Addendum supplements  
19 the Agreement.  
20

21 **1. BROKER AND BROKERAGE FIRM.**

22  **1.1. Multiple-Person Firm.** If this box is checked, the individual designated by Brokerage Firm to perform leasing services  
23 for Landlord is called Broker. If more than one individual is so designated, then references in this Addendum to Broker shall include all  
24 persons so designated, including substitute or additional brokers. The brokerage relationship exists only with Broker and does not extend  
25 to the employing broker, Brokerage Firm or to any other brokers employed or engaged by Brokerage Firm who are not so designated.

26  **1.2. One-Person Firm.** If this box is checked, Broker is a real estate brokerage firm with only one licensed natural person.  
27 References to Broker or Brokerage Firm mean both the licensed natural person and brokerage firm who shall perform leasing services for  
28 Landlord.  
29

30 **2. DEFINED TERMS.**

31 **2.1. Landlord:** \_\_\_\_\_

32 **2.2. Brokerage Firm:** \_\_\_\_\_

33 **2.3. Broker:** \_\_\_\_\_

34 shall act for or assist Landlord when performing leasing activities in the capacity as shown by the box checked at the top of this page 1.  
35

36 **3. BROKERAGE RELATIONSHIP.**

37 **3.1.** If the Landlord Agency box at the top of page 1 is checked, Broker shall represent Landlord as a limited agent (Landlord's  
38 Agent). If the Transaction-Brokerage box at the top of page 1 is checked, Broker shall act as a Transaction-Broker.

39 **3.2. In-Company Transaction – Different Brokers.** When Landlord and tenant in a transaction are working with different  
40 brokers, those brokers continue to conduct themselves consistent with the brokerage relationships they have established. Landlord  
41 acknowledges that Brokerage Firm is allowed to offer and pay compensation to brokers within Brokerage Firm working with a tenant.

42 **3.3. In-Company Transaction – One Broker.** If Landlord and tenant are both working with the same broker, the parties  
43 agree the following applies:

44 **3.3.1. Landlord's Agent.** If the Landlord Agency box at the top of page 1 is checked, the parties agree the following  
45 applies:

46 **3.3.1.1. Landlord Agency Only.** Unless the box in § 3.3.1.2 (**Landlord Agency Unless Brokerage**  
47 **Relationship with Both**) is checked, Broker shall represent Landlord as Landlord's Agent and shall treat the tenant as a customer. A  
48 customer is a party to a transaction with whom Broker has no brokerage relationship. Broker shall disclose to such customer Broker's  
49 relationship with Landlord.

50  **3.3.1.2. Landlord Agency Unless Brokerage Relationship with Both.** If this box is checked, Broker shall  
51 represent Landlord as Landlord's Agent and shall treat the tenant as a customer, unless Broker currently has or enters into an agency or  
52 Transaction-Brokerage relationship with the tenant, in which case Broker shall act as a Transaction-Broker.

53 **3.3.2. Transaction-Broker.** If the Transaction-Brokerage box at the top of page 1 is checked, or in the event neither  
54 box is checked, Broker shall work with Landlord as a Transaction-Broker. A Transaction-Broker shall perform the duties described in §  
55 4 and facilitate lease transactions without being an advocate or agent for either party. If Landlord and tenant are working with the same  
56 broker, Broker shall continue to function as a Transaction-Broker.  
57

58 **4. BROKERAGE DUTIES.** Brokerage Firm, acting through Broker, as either a Transaction-Broker or a Landlord's Agent, shall  
59 perform the following **Uniform Duties** when working with Landlord:

60 **4.1.** Broker will exercise reasonable skill and care for Landlord, including, but not limited to the following:

61 **4.1.1.** Performing the terms of any written or oral agreement with Landlord;

62 **4.1.2.** Presenting all offers to and from Landlord in a timely manner regardless of whether the Property is subject to a  
63 lease or letter of intent to lease;

64 **4.1.3.** Disclosing to Landlord adverse material facts actually known by Broker;

65 **4.1.4.** Advising Landlord regarding the transaction and advising Landlord to obtain expert advice as to material

66 matters about which Broker knows but the specifics of which are beyond the expertise of Broker;  
 67 **4.1.5.** Accounting in a timely manner for all money and property received; and  
 68 **4.1.6.** Keeping Landlord fully informed regarding the transaction.  
 69 **4.2.** Broker shall not disclose the following information without the informed consent of Landlord:  
 70 **4.2.1.** That Landlord is willing to accept less than the asking lease rate for the Property;  
 71 **4.2.2.** What Landlord's motivating factors are to lease the Property;  
 72 **4.2.3.** That Landlord will agree to lease terms other than those offered;  
 73 **4.2.4.** Any material information about Landlord unless disclosure is required by law or failure to disclose such  
 74 information would constitute fraud or dishonest dealing; or  
 75 **4.2.5.** Any facts or suspicions regarding circumstances that could psychologically impact or stigmatize the Property.  
 76 **4.3.** Landlord consents to Broker's disclosure of Landlord's confidential information to the supervising broker or designee for  
 77 the purpose of proper supervision, provided such supervising broker or designee shall not further disclose such information without  
 78 consent of Landlord, or use such information to the detriment of Landlord.  
 79 **4.4.** Brokerage Firm may have agreements with other landlords to market and lease their property. Broker may show  
 80 alternative properties not owned by Landlord to other prospective tenants and list competing properties for lease.  
 81 **4.5.** If all or a portion of the Property is subject to a lease, or letter of intent to Lease, obtained by Broker, Broker shall not be  
 82 obligated to seek additional offers to lease such portion of the Property.  
 83 **4.6.** Broker has no duty to conduct an independent inspection of the Property for the benefit of tenant and has no duty to  
 84 independently verify the accuracy or completeness of statements made by Landlord or independent inspectors.  
 85 **4.7.** Landlord understands that Landlord shall not be liable for Broker's acts or omissions that have not been approved,  
 86 directed, or ratified by Landlord.  
 87

88 **5. ADDITIONAL DUTIES OF LANDLORD'S AGENT.** If the Landlord Agency box is checked, Broker is Landlord's Agent,  
 89 with the following additional duties:  
 90 **5.1.** Promoting the interests of Landlord with the utmost good faith, loyalty and fidelity.  
 91 **5.2.** Seeking rental rates and terms that are acceptable to Landlord.  
 92 **5.3.** Counseling Landlord as to any material benefits or risks of a transaction that are actually known to Broker.  
 93

94 **6. MATERIAL DEFECTS, DISCLOSURES AND INSPECTION.**  
 95 **6.1. Broker's Obligations.** Colorado law requires a broker to disclose to any prospective tenant all adverse material facts  
 96 actually known by such broker including but not limited to adverse material facts pertaining to the title to the Property, the physical  
 97 condition of the Property, any material defects in the Property, and any environmental hazards affecting the Property required by law to  
 98 be disclosed. These types of disclosures may include such matters as structural defects, soil conditions, violations of health, zoning or  
 99 building laws, and nonconforming uses and zoning variances. Landlord agrees that any tenant may have the Property and Inclusions  
 100 inspected and authorizes Broker to disclose any facts actually known by Broker about the Property. Broker shall not be obligated to  
 101 conduct an independent investigation of the tenant's financial condition except as otherwise provided in the Agreement.

102 **6.1.1. Required Information to County Assessor.** Landlord consents that Broker may supply certain information to  
 103 the county assessor if the Property is residential and is furnished.

104 **6.2. Landlord's Obligations.**  
 105 **6.2.1. Landlord's Property Disclosure Form.** A landlord is not required by law to provide any particular disclosure  
 106 form. However, disclosure of known material latent (not obvious) defects is required by law. Landlord  **Agrees**  **Does Not Agree**  
 107 to provide a written disclosure of adverse matters regarding the Property completed to the best of Landlord's current, actual knowledge.

108 **6.2.2. Lead-Based Paint.** Unless exempt, if the improvements on the Property include one or more residential  
 109 dwellings for which a building permit was issued prior to January 1, 1978, a completed Lead-Based Paint Disclosure (Rental) form must  
 110 be signed by Landlord and the real estate licensees, and given to any potential tenant in a timely manner.

111 **6.2.3. Carbon Monoxide Alarms.** Landlord acknowledges that, unless exempt, if the Premises includes one or more  
 112 rooms lawfully used for sleeping purposes (Bedroom), an operational carbon monoxide alarm must be installed within fifteen feet of the  
 113 entrance to each Bedroom or in a location as required by the applicable building code, prior to offering the Property for sale or lease.  
 114

115 **7. ADDITIONAL AMENDMENTS:**  
 116  
 117  
 118  
 119 Date: \_\_\_\_\_ Date: \_\_\_\_\_  
 120  
 121  
 122 \_\_\_\_\_  
 123 Landlord Landlord  
 124  
 125  
 126 Date: \_\_\_\_\_  
 127 \_\_\_\_\_  
 128 Broker  
 129 Brokerage Firm's Name: \_\_\_\_\_  
 130

**DIFFERENT BROKERAGE RELATIONSHIPS ARE AVAILABLE WHICH INCLUDE LANDLORD AGENCY, TENANT AGENCY, BUYER AGENCY, SELLER AGENCY OR TRANSACTION-BROKERAGE.**

## **BROKERAGE DUTIES DISCLOSURE TO SELLER (REO and Non-CREC Approved Listing Agreements)**

**SELLER AGENCY**     **TRANSACTION-BROKERAGE**

Date: \_\_\_\_\_

This Brokerage Duties Disclosure to Seller (Disclosure) is made in conjunction with a listing agreement dated \_\_\_\_\_, between Brokerage Firm and Seller (Listing Agreement). This Disclosure supplements the Listing Agreement.

### **1. BROKER AND BROKERAGE FIRM.**

**1.1. Multiple-Person Firm.** If this box is checked, the individual designated by Brokerage Firm to perform the services for Seller required by the Listing Agreement is called Broker. If more than one individual is so designated, then references in this Disclosure and the Listing Agreement to Broker shall include all persons so designated, including substitute or additional brokers. The brokerage relationship exists only with Broker and does not extend to the employing broker, Brokerage Firm or to any other brokers employed or engaged by Brokerage Firm who are not so designated.

**1.2. One-Person Firm.** If this box is checked, Broker is a real estate brokerage firm with only one licensed natural person. References in this Disclosure to Broker or Brokerage Firm mean both the licensed natural person and brokerage firm who serve as the broker of Seller and perform the services for Seller required by the Listing Agreement.

### **2. DEFINED TERMS.**

**2.1. Seller:** \_\_\_\_\_

**2.2. Brokerage Firm:** \_\_\_\_\_

**2.3. Broker:** \_\_\_\_\_

shall act for or assist Seller when performing activities in the capacity as shown by the box checked at the top of this page 1.

### **3. BROKERAGE RELATIONSHIP.**

**3.1.** If the Seller Agency box at the top of page 1 is checked, Broker shall represent Seller as a limited agent of Seller (Seller's Agent). If the Transaction-Brokerage box at the top of page 1 is checked, Broker shall act as a Transaction-Broker.

**3.2. In-Company Transaction – Different Brokers.** When Seller and buyer in a transaction are working with different brokers, those brokers continue to conduct themselves consistent with the brokerage relationships they have established. Seller acknowledges that Brokerage Firm is allowed to offer and pay compensation to brokers within Brokerage Firm working with a buyer.

**3.3. In-Company Transaction – One Broker.** If Seller and buyer are both working with the same broker, Broker shall function as:

**3.3.1. Seller's Agent.** If the Seller Agency box at the top of page 1 is checked, the parties agree the following applies:

**3.3.1.1. Seller Agency Only.** Unless the box in § 3.3.1.2 (**Seller Agency Unless Brokerage Relationship with Both**) is checked, Broker shall represent Seller as Seller's Agent and shall treat the buyer as a customer. A customer is a party to a transaction with whom Broker has no brokerage relationship. Broker shall disclose to such customer Broker's relationship with Seller.

**3.3.1.2. Seller Agency Unless Brokerage Relationship with Both.** If this box is checked, Broker shall represent Seller as Seller's Agent and shall treat the buyer as a customer, unless Broker currently has or enters into an agency or Transaction-Brokerage relationship with the buyer, in which case Broker shall act as a Transaction-Broker.

**3.3.2. Transaction-Broker.** If the Transaction-Brokerage box at the top of page 1 is checked, or in the event neither box is checked, Broker shall work with Seller as a Transaction-Broker. A Transaction-Broker shall perform the duties described in § 4 and facilitate sales transactions without being an advocate or agent for either party. If Seller and buyer are working with the same broker, Broker shall continue to function as a Transaction-Broker.

**4. BROKERAGE DUTIES.** Brokerage Firm, acting through Broker, as either a Transaction-Broker or a Seller's Agent, shall perform the following **Uniform Duties** when working with Seller:

**4.1.** Broker shall exercise reasonable skill and care for Seller, including, but not limited to the following:

**4.1.1.** Performing the terms of any written or oral agreement with Seller;

**4.1.2.** Presenting all offers to and from Seller in a timely manner regardless of whether the Property is subject to a contract for sale;

**4.1.3.** Disclosing to Seller adverse material facts actually known by Broker;

**4.1.4.** Advising Seller regarding the transaction and advising Seller to obtain expert advice as to material matters about which Broker knows but the specifics of which are beyond the expertise of Broker;

**4.1.5.** Accounting in a timely manner for all money and property received; and

- 63 4.1.6. Keeping Seller fully informed regarding the transaction.  
64 4.2. Broker shall not disclose the following information without the informed consent of Seller:  
65 4.2.1. That Seller is willing to accept less than the asking price for the Property;  
66 4.2.2. What the motivating factors are for Seller to sell the Property;  
67 4.2.3. That Seller will agree to financing terms other than those offered;  
68 4.2.4. Any material information about Seller unless disclosure is required by law or failure to disclose such  
69 information would constitute fraud or dishonest dealing; or  
70 4.2.5. Any facts or suspicions regarding circumstances that could psychologically impact or stigmatize the Property.  
71 4.3. Seller consents to Broker's disclosure of Seller's confidential information to the supervising broker or designee for the  
72 purpose of proper supervision, provided such supervising broker or designee shall not further disclose such information without consent  
73 of Seller, or use such information to the detriment of Seller.  
74 4.4. Brokerage Firm may have agreements with other sellers to market and sell their property. Broker may show alternative  
75 properties not owned by Seller to other prospective buyers and list competing properties for sale.  
76 4.5. Broker shall not be obligated to seek additional offers to purchase the Property while the Property is subject to a contract  
77 for sale.  
78 4.6. Broker has no duty to conduct an independent inspection of the Property for the benefit of a buyer and has no duty to  
79 independently verify the accuracy or completeness of statements made by Seller or independent inspectors. Broker has no duty to  
80 conduct an independent investigation of a buyer's financial condition or to verify the accuracy or completeness of any statement made by  
81 a buyer.  
82 4.7. Seller understands that Seller shall not be liable for Broker's acts or omissions that have not been approved, directed, or  
83 ratified by Seller.  
84 4.8. When asked, Broker  Shall  Shall Not disclose to prospective buyers and cooperating brokers the existence of offers  
85 on the Property and whether the offers were obtained by Broker, a broker within Brokerage Firm or by another broker.  
86  
87 5. **ADDITIONAL DUTIES OF SELLER'S AGENT.** If the Seller Agency box at the top of page 1 is checked, Broker is Seller's  
88 Agent, with the following additional duties:  
89 5.1. Promoting the interests of Seller with the utmost good faith, loyalty and fidelity.  
90 5.2. Seeking a price and terms that are set forth in the Listing Agreement.  
91 5.3. Counseling Seller as to any material benefits or risks of a transaction that are actually known by Broker.  
92  
93 6. **MATERIAL DEFECTS, DISCLOSURES AND INSPECTION.**  
94 6.1. **Broker's Obligations.** Colorado law requires a broker to disclose to any prospective buyer all adverse material facts  
95 actually known by such broker including but not limited to adverse material facts pertaining to the title to the Property, the physical  
96 condition of the Property, any material defects in the Property, and any environmental hazards affecting the Property required by law to  
97 be disclosed. These types of disclosures may include such matters as structural defects, soil conditions, violations of health, zoning or  
98 building laws, and nonconforming uses and zoning variances. Seller agrees that any buyer may have the Property and Inclusions  
99 inspected and authorizes Broker to disclose any facts actually known by Broker about the Property. Broker shall not be obligated to  
100 conduct an independent investigation of the buyer's financial condition except as otherwise provided in the Listing Agreement.  
101 6.2. **Seller's Obligations.**  
102 6.2.1. **Seller's Property Disclosure Form.** A Seller is not required by law to provide any particular disclosure form.  
103 However, disclosure of known material latent (not obvious) defects is required by law.  
104 6.2.2. **Lead-Based Paint.** Unless exempt, if the improvements on the Property include one or more residential  
105 dwellings for which a building permit was issued prior to January 1, 1978, a completed Lead-Based Paint Disclosure (Sales) form must  
106 be signed by Seller and the real estate licensees, and given to any potential buyer in a timely manner.  
107 6.2.3. **Carbon Monoxide Alarms.** Seller acknowledges that, unless exempt, if the Property includes one or more  
108 rooms lawfully used for sleeping purposes (Bedroom), an operational carbon monoxide alarm must be installed within fifteen feet of the  
109 entrance to each Bedroom or in a location as required by the applicable building code, prior to offering the Property for sale or lease.  
110 6.2.4. **Source of Potable Water (Residential Land and Residential Improvements Only).** Seller acknowledges that  
111 if the Property is residential, Seller must timely make certain disclosures on the source of water to a buyer.  
112

113 7. **ADDITIONAL DISCLOSURES:**  
114  
115  
116

117 **DISCLOSURE OF SETTLEMENT SERVICE COSTS.** Seller acknowledges that costs, quality, and extent of service vary between  
118 different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).  
119

120 **THIS IS NOT A CONTRACT.**

121 **SELLER ACKNOWLEDGMENT:**

122 Seller acknowledges receipt of this document on \_\_\_\_\_.

123 \_\_\_\_\_  
124 Seller

\_\_\_\_\_  
Seller

125 **BROKER ACKNOWLEDGMENT:**

126 On \_\_\_\_\_, Broker provided \_\_\_\_\_ (Seller) with

127 this document via \_\_\_\_\_ and retained a copy for Broker's records.

128 Brokerage Firm's Name: \_\_\_\_\_

129 \_\_\_\_\_

130 Broker

131

DRAFT

**DIFFERENT BROKERAGE RELATIONSHIPS ARE AVAILABLE WHICH INCLUDE LANDLORD AGENCY, TENANT AGENCY OR TRANSACTION-BROKERAGE.**

## **BROKERAGE DISCLOSURE TO TENANT DEFINITIONS OF WORKING RELATIONSHIPS**

For purposes of this document, landlord includes sublandlord and tenant includes subtenant.

**Landlord's Agent:** A landlord's agent works solely on behalf of the landlord to promote the interests of the landlord with the utmost good faith, loyalty and fidelity. The agent negotiates on behalf of and acts as an advocate for the landlord. The landlord's agent must disclose to potential tenants all adverse material facts actually known by the landlord's agent about the property. A separate written listing agreement is required which sets forth the duties and obligations of the broker and the landlord.

**Tenant's Agent:** A tenant's agent works solely on behalf of the tenant to promote the interests of the tenant with the utmost good faith, loyalty and fidelity. The agent negotiates on behalf of and acts as an advocate for the tenant. The tenant's agent must disclose to potential landlords all adverse material facts actually known by the tenant's agent, including the tenant's financial ability to perform the terms of the transaction and, if a residential property, whether the tenant intends to occupy the property. A separate written tenant agency agreement is required which sets forth the duties and obligations of the broker and the tenant.

**Transaction-Broker:** A transaction-broker assists the tenant or landlord or both throughout a real estate transaction by performing terms of any written or oral agreement, fully informing the parties, presenting all offers and assisting the parties with any contracts, including the closing of the transaction, without being an agent or advocate for any of the parties. A transaction-broker must use reasonable skill and care in the performance of any oral or written agreement, and must make the same disclosures as agents about all adverse material facts actually known by the transaction-broker concerning a property or a tenant's financial ability to perform the terms of a transaction and, if a residential property, whether the tenant intends to occupy the property. No written agreement is required.

**Customer:** A customer is a party to a real estate transaction with whom the broker has no brokerage relationship because such party has not engaged or employed the broker, either as the party's agent or as the party's transaction-broker.

---

## **RELATIONSHIP BETWEEN BROKER AND TENANT**

Broker and Tenant referenced below have NOT entered into a tenant agency agreement. The working relationship specified below is for a specific property described as:

\_\_\_\_\_ or real estate which substantially meets the following requirements:

\_\_\_\_\_  
\_\_\_\_\_  
Tenant understands that Tenant shall not be liable for Broker's acts or omissions that have not been approved, directed, or ratified by Tenant.

### **CHECK ONE BOX ONLY:**

**Multiple-Person Firm.** Broker, referenced below, is designated by Brokerage Firm to serve as Broker. If more than one individual is so designated, then references in this document to Broker shall include all persons so designated, including substitute or additional brokers. The brokerage relationship exists only with Broker and does not extend to the employing broker, Brokerage Firm or to any other brokers employed or engaged by Brokerage Firm who are not so designated.

**One-Person Firm.** If Broker is a real estate brokerage firm with only one licensed natural person, then any references to Broker or Brokerage Firm mean both the licensed natural person and brokerage firm who shall serve as Broker.

**CHECK ONE BOX ONLY:**

**Customer.** Broker is the landlord’s agent and Tenant is a customer. Broker is not the agent of Tenant.

Broker, as landlord’s agent, intends to perform the following list of tasks:

**Show** a property  **Prepare and Convey** written offers, counteroffers and agreements to amend or extend the lease.

**Customer for Broker’s Listings – Transaction-Brokerage for Other Properties.** When Broker is the landlord’s agent, Tenant is a customer. When Broker is not the landlord’s agent, Broker is a transaction-broker assisting in the transaction. Broker is not the agent of Tenant.

**Transaction-Brokerage Only.** Broker is a transaction-broker assisting in the transaction. Broker is not the agent of Tenant.

If Broker is acting as a transaction-broker, Tenant consents to Broker’s disclosure of Tenant’s confidential information to the supervising broker or designee for the purpose of proper supervision, provided such supervising broker or designee shall not further disclose such information without consent of Tenant, or use such information to the detriment of Tenant.

**THIS IS NOT A CONTRACT.**

If this is a residential transaction, the following provision shall apply:

**MEGAN’S LAW.** If the presence of a registered sex offender is a matter of concern to Tenant, Tenant understands that Tenant must contact local law enforcement officials regarding obtaining such information.

**TENANT ACKNOWLEDGMENT:**

Tenant acknowledges receipt of this document on \_\_\_\_\_.

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant

**BROKER ACKNOWLEDGMENT:**

On \_\_\_\_\_, Broker provided \_\_\_\_\_ (Tenant)

with this document via \_\_\_\_\_ and retained a copy for Broker’s records.

Brokerage Firm’s Name: \_\_\_\_\_

\_\_\_\_\_  
Broker

**THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.**

## CONTRACT TO BUY AND SELL REAL ESTATE

Date: \_\_\_\_\_

**1. AGREEMENT.** Buyer agrees to buy, and Seller agrees to sell, the Property defined below on the terms and conditions set forth in this contract (Contract).

**2. DEFINED TERMS.**

**2.1. Buyer.** Buyer, \_\_\_\_\_, will take title to the real property described below as  **Joint Tenants**  **Tenants In Common**  **Other** \_\_\_\_\_.

**2.2. Property.** The Property is the following legally described real estate in the County of \_\_\_\_\_, Colorado:

known as No. \_\_\_\_\_, Street Address \_\_\_\_\_, City \_\_\_\_\_, State \_\_\_\_\_, Zip \_\_\_\_\_,

together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto, and all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded.

**2.3. Dates and Deadlines.**

Item No.	Reference	Event	Date or Deadline
1	§ 4.2.1	Alternative Earnest Money Deadline	
2	§ 5.1	Loan Application Deadline	
3	§ 5.2	Loan Conditions Deadline	
4	§ 5.3	Buyer's Credit Information Deadline	
5	§ 5.3	Disapproval of Buyer's Credit Information Deadline	
6	§ 5.4	Existing Loan Documents Deadline	
7	§ 5.4	Existing Loan Documents Objection Deadline	
8	§ 5.4	Loan Transfer Approval Deadline	
9	§ 6.2.2	Appraisal Deadline	
10	§ 6.2.2	Appraisal Objection Deadline	
11	§ 7.1	Title Deadline	
12	§ 7.2	Document Request Deadline	
13	§ 7.3	Survey Deadline	
14	§ 7.4.4.1	CIC Documents Deadline	
15	§ 7.4.5	CIC Documents Objection Deadline	
16	§ 8.1	Title Objection Deadline	
17	§ 8.2	Off-Record Matters Deadline	
18	§ 8.2	Off-Record Matters Objection Deadline	
19	§ 8.3.2	Survey Objection Deadline	
20	§ 8.6	Right of First Refusal Deadline	
21	§ 10.1	Seller's Property Disclosure Deadline	
22	§ 10.2	Inspection Objection Deadline	
23	§ 10.3	Inspection Resolution Deadline	
24	§ 10.5	Property Insurance Objection Deadline	
25	§ 12	<b>Closing Date</b>	
26	§ 17	Possession Date	
27	§ 17	Possession Time	
28	§ 32	<b>Acceptance Deadline Date</b>	
29	§ 32	<b>Acceptance Deadline Time</b>	

**2.4. Applicability of Terms.** A check or similar mark in a box means that such provision is applicable. The abbreviation "N/A" or the word "Deleted" means not applicable and when inserted on any line in **Dates and Deadlines** (§ 2.3), means that the corresponding provision of the Contract to which reference is made is deleted. The abbreviation "MEC" (mutual execution of this Contract) means the date upon which both parties have signed this Contract.

28 **2.5. Day; Computation of Period of Days, Deadline.**  
 29 **2.5.1. Day.** As used in this Contract, the term "day" shall mean the entire day ending at 11:59 p.m., United States Mountain Time  
 30 (Standard or Daylight Savings as applicable).  
 31 **2.5.2. Computation of Period of Days, Deadline.** In computing a period of days, when the ending date is not specified, the first day  
 32 is excluded and the last day is included, e.g., three days after MEC. If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday  
 33 (Holiday), such deadline  **Shall**  **Shall Not** be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be  
 34 checked, the deadline shall not be extended.

35 **3. INCLUSIONS AND EXCLUSIONS.**  
 36 **3.1. Inclusions.** The Purchase Price includes the following items (Inclusions):  
 37 **3.1.1. Fixtures.** If attached to the Property on the date of this Contract, lighting, heating, plumbing, ventilating, and air conditioning  
 38 fixtures, TV antennas, inside telephone, network and coaxial (cable) wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom  
 39 systems, built-in kitchen appliances, sprinkler systems and controls, built-in vacuum systems (including accessories), garage door openers including  
 40 \_\_\_\_\_ remote controls; and  \_\_\_\_\_

41 **3.1.2. Personal Property.** The following are included if on the Property whether attached or not on the date of this Contract: storm  
 42 windows, storm doors, window and porch shades, awnings, blinds, screens, window coverings, curtain rods, drapery rods, fireplace inserts,  
 43 fireplace screens, fireplace grates, heating stoves, storage sheds, and all keys. If checked, the following are included:  **Water Softeners**  
 44  **Smoke/Fire Detectors**  **Security Systems**  **Satellite Systems** (including satellite dishes).

45 **3.1.3. Other Inclusions.**  
 46  
 47 The Personal Property to be conveyed at Closing shall be conveyed by Seller free and clear of all taxes (except personal property taxes  
 48 for the year of Closing), liens and encumbrances, except \_\_\_\_\_. Conveyance shall be by bill of sale or  
 49 other applicable legal instrument.

50 **3.1.4. Trade Fixtures.** With respect to trade fixtures, Seller and Buyer agree as follows:  
 51  
 52  
 53 The Trade Fixtures to be conveyed at Closing shall be conveyed by Seller free and clear of all taxes (except personal property taxes for  
 54 the year of Closing), liens and encumbrances, except \_\_\_\_\_. Conveyance shall be by bill of  
 55 sale or other applicable legal instrument.

56 **3.1.5. Parking and Storage Facilities.**  **Use Only**  **Ownership** of the following parking facilities: \_\_\_\_\_;  
 57 and  **Use Only**  **Ownership** of the following storage facilities: \_\_\_\_\_.

58 **3.1.6. Water Rights, Water Interests, Water and Sewer Taps.** The following legally described water rights:  
 59  
 60  
 61 Any water rights shall be conveyed by  \_\_\_\_\_ **Deed**  **Other** applicable legal instrument.

62 **3.1.6.1.** If any water well is to be transferred to Buyer, Seller agrees to supply required information about such well to Buyer.  
 63 Buyer understands that if the well to be transferred is a Small Capacity Well or a Domestic Exempt Water Well used for ordinary household  
 64 purposes, Buyer shall, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered with  
 65 the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer shall complete a registration of existing well  
 66 form for the well and pay the cost of registration. If no person will be providing a closing service in connection with the transaction, Buyer shall file  
 67 the form with the Division within sixty days after Closing. The Well Permit # is \_\_\_\_\_.

68 **3.1.6.2.  Water Stock Certificates:**  
 69  
 70  
 71 **3.1.6.3.  Water Tap  Sewer Tap**

72 **Note:** Buyer is advised to obtain, from the provider, written confirmation of the amount remaining to be paid, if any, time and other restrictions for  
 73 transfer and use of the tap.  
 74

75  
 76 **3.1.7. Growing Crops.** With respect to growing crops, Seller and Buyer agree as follows:  
 77  
 78  
 79 **3.2. Exclusions.** The following items are excluded: \_\_\_\_\_.

80 **4. PURCHASE PRICE AND TERMS.**

81 **4.1. Price and Terms.** The Purchase Price set forth below shall be payable in U.S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount	Amount
1	§ 4.1	Purchase Price	\$	
2	§ 4.2	Earnest Money		\$
3	§ 4.5	New Loan		
4	§ 4.6	Assumption Balance		
5	§ 4.7	Seller or Private Financing		
6				
7				
8	§ 4.3	Cash at Closing		
9		<b>TOTAL</b>	\$	\$

83 **4.2. Earnest Money.** The Earnest Money set forth in this section, in the form of \_\_\_\_\_, is part payment  
84 of the Purchase Price and shall be payable to and held by \_\_\_\_\_ (Earnest Money Holder), in  
85 its trust account, on behalf of both Seller and Buyer. The Earnest Money deposit shall be tendered with this Contract unless the parties mutually  
86 agree to an **Alternative Earnest Money Deadline** (§ 2.3) for its payment. If Earnest Money Holder is other than the Brokerage Firm identified in  
87 § 34 or § 35 below, Closing Instructions signed by Buyer, Seller and Earnest Money Holder must be obtained on or before delivery of Earnest  
88 Money to Earnest Money Holder. The parties authorize delivery of the Earnest Money deposit to the company conducting the Closing (Closing  
89 Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to have interest on Earnest Money deposits transferred to a  
90 fund established for the purpose of providing affordable housing to Colorado residents, Seller and Buyer acknowledge and agree that any interest  
91 accruing on the Earnest Money deposited with the Earnest Money Holder in this transaction shall be transferred to such fund.

92 **4.2.1. Alternative Earnest Money Deadline.** The deadline for delivering the Earnest Money, if other than at the time of tender of the  
93 Contract is as set forth as the **Alternative Earnest Money Deadline** (§ 2.3).

94 **4.3. Form of Funds; Time of Payment; Funds Available.** All amounts payable by the parties at Closing, including any loan proceeds,  
95 Cash at Closing and closing costs, shall be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified  
96 check, savings and loan teller's check and cashier's check (Good Funds). All funds required to be paid at Closing shall be timely paid to allow  
97 disbursement by Closing Company at Closing **OR SUCH PARTY SHALL BE IN DEFAULT.** Buyer represents that Buyer, as of the date of this  
98 Contract,  **Does**  **Does Not** have funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at  
99 Closing in § 4.1.

100 **4.4. Seller Concession.** Seller, at Closing, shall pay or credit, as directed by Buyer, a total amount of \$ \_\_\_\_\_ to assist with  
101 Buyer's closing costs, loan discount points, loan origination fees, prepaid items (including any amounts that Seller agrees to pay because Buyer is  
102 not allowed to pay due to FHA, CHFA, VA, etc.), and any other fee, cost, charge, expense or expenditure related to Buyer's New Loan or other  
103 allowable Seller concession (collectively, Seller Concession). The Seller Concession is in addition to any sum Seller has agreed to pay or credit  
104 Buyer elsewhere in this Contract. If the amount of Seller Concession exceeds the aggregate of what is allowed, Seller shall not pay or be charged  
105 such excess amount.

106 **4.5. New Loan.**

107 **4.5.1. Buyer to Pay Loan Costs.** Buyer, except as provided in § 4.4, if applicable, shall timely pay Buyer's loan costs, loan discount  
108 points, prepaid items and loan origination fees, as required by lender.

109 **4.5.2. Buyer May Select Financing.** Buyer may select financing appropriate and acceptable to Buyer, including a different loan than  
110 initially sought, except as restricted in § 4.5.3 or § 26, Additional Provisions.

111 **4.5.3. Loan Limitations.** Buyer may purchase the Property using any of the following types of loan:  **Conventional**  **FHA**  
112  **VA**  **Bond**  **Other** \_\_\_\_\_.

113 **4.5.4. Good Faith Estimate – Monthly Payment and Loan Costs.** Buyer is advised to review the terms, conditions and costs of  
114 Buyer's New Loan carefully. If Buyer is applying for a residential loan, the lender generally must provide Buyer with a good faith estimate of  
115 Buyer's closing costs within three days after Buyer completes a loan application. Buyer should also obtain an estimate of the amount of Buyer's  
116 monthly mortgage payment. If the New Loan is unsatisfactory to Buyer, then Buyer may terminate this Contract pursuant to § 5.2 no later than  
117 **Loan Conditions Deadline** (§ 2.3).

118 **4.6. Assumption.** Buyer agrees to assume and pay an existing loan in the approximate amount of the Assumption Balance set forth in  
119 § 4.1, presently payable at \$ \_\_\_\_\_ per \_\_\_\_\_ including principal and interest presently at the rate of \_\_\_\_\_ % per  
120 annum, and also including escrow for the following as indicated:  **Real Estate Taxes**  **Property Insurance Premium**  **Mortgage**  
121 **Insurance Premium** and  \_\_\_\_\_.

122 Buyer agrees to pay a loan transfer fee not to exceed \$ \_\_\_\_\_. At the time of assumption, the new interest rate shall not  
123 exceed \_\_\_\_\_ % per annum and the new payment shall not exceed \$ \_\_\_\_\_ per \_\_\_\_\_ principal and interest, plus escrow,  
124 if any. If the actual principal balance of the existing loan at Closing is less than the Assumption Balance, which causes the amount of cash required  
125 from Buyer at Closing to be increased by more than \$ \_\_\_\_\_, then  **Buyer May Terminate** this Contract effective upon receipt by  
126 Seller of Buyer's written notice of termination or  \_\_\_\_\_.

127 Seller  **Shall**  **Shall Not** be released from liability on said loan. If applicable, compliance with the requirements for release from liability  
128 shall be evidenced by delivery  on or before Loan Transfer Approval Deadline  at Closing of an appropriate letter of commitment from lender.  
129 Any cost payable for release of liability shall be paid by \_\_\_\_\_ in an amount not to exceed \$ \_\_\_\_\_.

130 **4.7. Seller or Private Financing.** Buyer agrees to execute a promissory note payable to \_\_\_\_\_, as  
131  **Joint Tenants**  **Tenants In Common**  **Other** \_\_\_\_\_, on the  
132 note form as indicated:

133  **(Default Rate)** NTD81-10-06  **Other** \_\_\_\_\_ secured by a  
134 \_\_\_\_\_ (1<sup>st</sup>, 2<sup>nd</sup>, etc.) deed of trust encumbering the Property, using the form as indicated:

135  **Due on Transfer – Strict** (TD72-9-08)  **Due on Transfer – Creditworthy** (TD73-9-08)  **Assumable – Not Due on Transfer** (TD74-9-  
136 08)  **Other** \_\_\_\_\_.

137 The promissory note shall be amortized on the basis of \_\_\_\_\_  **Years**  **Months**, payable at \$ \_\_\_\_\_ per  
138 \_\_\_\_\_ including principal and interest at the rate of \_\_\_\_\_ % per annum. Payments shall commence \_\_\_\_\_  
139 and shall be due on the \_\_\_\_\_ day of each succeeding \_\_\_\_\_. If not sooner paid, the balance of principal and accrued  
140 interest shall be due and payable \_\_\_\_\_ after Closing. Payments  **Shall**  **Shall Not** be increased by  
141 \_\_\_\_\_ of estimated annual real estate taxes, and  **Shall**  **Shall Not** be increased by \_\_\_\_\_ of estimated annual property insurance  
142 premium. The loan shall also contain the following terms: (1) if any payment is not received within \_\_\_\_\_ days after its due date, a late charge  
143 of \_\_\_\_\_ % of such payment shall be due; (2) interest on lender disbursements under the deed of trust shall be \_\_\_\_\_ % per annum; (3) default  
144 interest rate shall be \_\_\_\_\_ % per annum; (4) Buyer may prepay without a penalty except \_\_\_\_\_; and (5) Buyer  
145  **Shall**  **Shall Not** execute and deliver, at Closing, a Security Agreement and UCC-1 Financing Statement granting the holder of the  
146 promissory note a \_\_\_\_\_ (1<sup>st</sup>, 2<sup>nd</sup>, etc.) lien on the personal property included in this sale.

147 Buyer  **Shall**  **Shall Not** provide a mortgagee's title insurance policy, at Buyer's expense.

## 148 5. FINANCING CONDITIONS AND OBLIGATIONS.

149 **5.1. Loan Application.** If Buyer is to pay all or part of the Purchase Price by obtaining one or more new loans (New Loan), or if an existing  
150 loan is not to be released at Closing, Buyer, if required by such lender, shall make a verifiable application by **Loan Application Deadline** (§ 2.3).

151 **5.2. Loan Conditions.** If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is conditional upon Buyer  
152 determining, in Buyer's subjective discretion, whether the New Loan is satisfactory to Buyer, including its availability, payments, interest rate,  
153 terms, conditions, and cost of such New Loan. This condition is for the benefit of Buyer. If such New Loan is not satisfactory to Buyer, Seller must  
154 receive written notice to terminate from Buyer, no later than **Loan Conditions Deadline** (§ 2.3), at which time this Contract shall terminate. **IF**  
155 **SELLER DOES NOT TIMELY RECEIVE WRITTEN NOTICE TO TERMINATE, THIS CONDITION SHALL BE DEEMED**  
156 **WAIVED, AND BUYER'S EARNEST MONEY SHALL BE NONREFUNDABLE, EXCEPT AS OTHERWISE PROVIDED IN THIS**  
157 **CONTRACT** (e.g., Appraisal, Title, Survey).

158 **5.3. Credit Information and Buyer's New Senior Loan.** If Buyer is to pay all or part of the Purchase Price by executing a promissory  
159 note in favor of Seller, or if an existing loan is not to be released at Closing, this Contract is conditional (for the benefit of Seller) upon Seller's  
160 approval of Buyer's financial ability and creditworthiness, which approval shall be at Seller's subjective discretion. In such case: (1) Buyer shall  
161 supply to Seller by **Buyer's Credit Information Deadline** (§ 2.3), at Buyer's expense, information and documents (including a current credit  
162 report) concerning Buyer's financial, employment and credit condition and Buyer's New Senior Loan, defined below, if any; (2) Buyer consents  
163 that Seller may verify Buyer's financial ability and creditworthiness; (3) any such information and documents received by Seller shall be held by  
164 Seller in confidence, and not released to others except to protect Seller's interest in this transaction; (4) in the event Buyer is to execute a  
165 promissory note secured by a deed of trust in favor of Seller, this Contract is conditional (for the benefit of Seller) upon Seller's approval of the  
166 terms and conditions of any New Loan to be obtained by Buyer if the deed of trust to Seller is to be subordinate to Buyer's New Loan (Buyer's New  
167 Senior Loan). Additionally, Seller shall have the right to terminate, at or before Closing, if the Cash at Closing is less than as set forth in § 4.1 of  
168 this Contract or Buyer's New Senior Loan changes from that approved by Seller; and (5) if Seller does not deliver written notice to Buyer of  
169 Seller's disapproval of Buyer's financial ability and creditworthiness or of Buyer's New Senior Loan by **Disapproval of Buyer's Credit**  
170 **Information Deadline** (§ 2.3), then Seller waives the conditions set forth in this section as to Buyer's New Senior Loan as supplied to Seller. If  
171 Seller delivers written notice of disapproval to Buyer on or before said date, this Contract shall terminate.

172 **5.4. Existing Loan Review.** If an existing loan is not to be released at Closing, Seller shall deliver copies of the loan documents (including  
173 note, deed of trust, and any modifications) to Buyer by **Existing Loan Documents Deadline** (§ 2.3). For the benefit of Buyer, this Contract is  
174 conditional upon Buyer's review and approval of the provisions of such loan documents. If written notice of objection to such loan documents,  
175 signed by Buyer, is not received by Seller by **Existing Loan Documents Objection Deadline** (§ 2.3), Buyer accepts the terms and conditions of the  
176 documents. If the lender's approval of a transfer of the Property is required, this Contract is conditional upon Buyer's obtaining such approval  
177 without change in the terms of such loan, except as set forth in § 4.6. If lender's approval is not obtained by **Loan Transfer Approval Deadline**  
178 (§ 2.3), this Contract shall terminate on such deadline. If Seller is to be released from liability under such existing loan and Buyer does not obtain  
179 such compliance as set forth in § 4.6, this Contract may be terminated at Seller's option.

## 180 6. APPRAISAL PROVISIONS.

181 **6.1. Property Approval.** If the lender imposes any requirements or repairs (Requirements) to be made to the Property (e.g., roof repair,  
182 repainting), beyond those matters already agreed to by Seller in this Contract, Seller may terminate this Contract (notwithstanding § 10 of this  
183 Contract) by written notice to Buyer on or before three days following Seller's receipt of the Requirements. Seller's right to terminate in this § 6.1  
184 shall not apply if on or before any termination by Seller pursuant to this § 6.1: (1) the parties enter into a written agreement regarding the  
185 Requirements; or (2) the Requirements are completed by Seller; or (3) the satisfaction of the Requirements is waived in writing by Buyer.

### 186 6.2. Appraisal Condition.

187  **6.2.1. Not Applicable.** This § 6.2 shall not apply.

188  **6.2.2. Conventional/Other.** Buyer shall have the sole option and election to terminate this Contract if the Purchase Price exceeds the  
189 Property's valuation determined by an appraiser engaged by \_\_\_\_\_. The appraisal shall be received by Buyer or Buyer's lender  
190 on or before **Appraisal Deadline** (§ 2.3). This Contract shall terminate by Buyer delivering to Seller written notice of termination and either a copy  
191 of such appraisal or written notice from lender that confirms the Property's valuation is less than the Purchase Price, received by Seller on or before  
192 **Appraisal Objection Deadline** (§ 2.3). If Seller does not receive such written notice of termination on or before **Appraisal Objection Deadline**  
193 (§ 2.3), Buyer waives any right to terminate under this section.

194  **6.2.3. FHA.** It is expressly agreed that, notwithstanding any other provisions of this Contract, the Purchaser (Buyer) shall not be  
195 obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of Earnest Money deposits or otherwise  
196 unless the Purchaser (Buyer) has been given in accordance with HUD/FHA or VA requirements a written statement issued by the Federal Housing  
197 Commissioner, Department of Veterans Affairs, or a Direct Endorsement lender, setting forth the appraised value of the Property of not less than  
198 \$ \_\_\_\_\_. The Purchaser (Buyer) shall have the privilege and option of proceeding with the consummation of the Contract without regard  
199 to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and  
200 Urban Development will insure. HUD does not warrant the value nor the condition of the Property. The Purchaser (Buyer) should satisfy  
201 himself/herself that the price and condition of the Property are acceptable.

202  **6.2.4. VA.** It is expressly agreed that, notwithstanding any other provisions of this Contract, the purchaser (Buyer) shall not incur any  
203 penalty by forfeiture of Earnest Money or otherwise or be obligated to complete the purchase of the Property described herein, if the Contract  
204 Purchase Price or cost exceeds the reasonable value of the Property established by the Department of Veterans Affairs. The purchaser (Buyer) shall,  
205 however, have the privilege and option of proceeding with the consummation of this Contract without regard to the amount of the reasonable value  
206 established by the Department of Veterans Affairs.

207 **6.3. Cost of Appraisal.** Cost of any appraisal to be obtained after the date of this Contract shall be timely paid by  **Buyer**  **Seller**.

## 208 7. EVIDENCE OF TITLE, SURVEY AND CIC DOCUMENTS.

209 **7.1. Evidence of Title.** On or before **Title Deadline** (§ 2.3), Seller shall cause to be furnished to Buyer, at Seller's expense, a current  
210 commitment for owner's title insurance policy (Title Commitment) in an amount equal to the Purchase Price, or if this box is checked,  **An**  
211 **Abstract** of title certified to a current date. If title insurance is furnished, Seller shall also deliver to Buyer copies of any abstracts of title covering  
212 all or any portion of the Property (Abstract) in Seller's possession. At Seller's expense, Seller shall cause the title insurance policy to be issued and  
213 delivered to Buyer as soon as practicable at or after Closing. The title insurance commitment  **Shall**  **Shall Not** commit to delete or insure  
214 over the standard exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) any unrecorded mechanics'  
215 liens, (5) gap period (effective date of commitment to date deed is recorded), and (6) unpaid taxes, assessments and unredeemed tax sales prior to  
216 the year of Closing. Any additional premium expense to obtain this additional coverage shall be paid by  **Buyer**  **Seller**.

217 Note: The title insurance company may not agree to delete or insure over any or all of the standard exceptions. Buyer shall have the right to review  
218 the Title Commitment. If the Title Commitment or its provisions are not satisfactory to Buyer, Buyer may exercise Buyer's rights pursuant to § 8.1.

219 **7.2. Copies of Exceptions.** On or before **Title Deadline** (§ 2.3), Seller, at Seller's expense, shall furnish to Buyer and \_\_\_\_\_,  
220 (1) copies of any plats, declarations, covenants, conditions and restrictions burdening the Property, and (2) if a Title Commitment is required to be  
221 furnished, and if this box is checked  **Copies of any Other Documents** (or, if illegible, summaries of such documents) listed in the schedule of  
222 exceptions (Exceptions). Even if the box is not checked, Seller shall have the obligation to furnish these documents pursuant to this section if  
223 requested by Buyer any time on or before **Document Request Deadline** (§ 2.3). This requirement shall pertain only to documents as shown of  
224 record in the office of the clerk and recorder in the county where the Property is located. The abstract or Title Commitment, together with any  
225 copies or summaries of such documents furnished pursuant to this section, constitute the title documents (Title Documents).

226 **7.3. Survey.** On or before **Survey Deadline** (§ 2.3),  **Seller**  **Buyer** shall order or provide, and cause Buyer (and the issuer of the  
227 Title Commitment or the provider of the opinion of title if an abstract) to receive, a current  **Improvement Survey Plat**  **Improvement**  
228 **Location Certificate**  \_\_\_\_\_ (the description checked is known as Survey). An amount not to exceed \$ \_\_\_\_\_ for Survey shall  
229 be paid by  **Buyer**  **Seller**. If the cost exceeds this amount,  **Buyer**  **Seller** shall pay the excess on or before Closing. Buyer shall not be  
230 obligated to pay the excess unless Buyer is informed of the cost and delivers to Seller, before Survey is ordered, Buyer's written agreement to pay  
231 the required amount to be paid by Buyer.

232 **7.4. Common Interest Community Documents.** The term CIC Documents consists of all owners' associations (Association) declarations,  
233 bylaws, operating agreements, rules and regulations, party wall agreements, minutes of most recent annual owners' meeting and minutes of any  
234 directors' or managers' meetings during the six-month period immediately preceding the date of this Contract, if any (Governing Documents), most  
235 recent financial documents consisting of (1) annual balance sheet, (2) annual income and expenditures statement, and (3) annual budget (Financial  
236 Documents), if any (collectively CIC Documents).

237  **7.4.1. Not Applicable.** This § 7.4 shall not apply.

238 **7.4.2. Common Interest Community Disclosure.** THE PROPERTY IS LOCATED WITHIN A COMMON INTEREST  
239 COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR SUCH COMMUNITY. THE OWNER OF THE PROPERTY WILL BE  
240 REQUIRED TO BE A MEMBER OF THE OWNER'S ASSOCIATION FOR THE COMMUNITY AND WILL BE SUBJECT TO THE  
241 BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION. THE DECLARATION, BYLAWS, AND RULES AND  
242 REGULATIONS WILL IMPOSE FINANCIAL OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION  
243 TO PAY ASSESSMENTS OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION  
244 COULD PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS, AND  
245 RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING CHANGES TO THE PROPERTY  
246 WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A COMMITTEE OF THE ASSOCIATION) AND THE  
247 APPROVAL OF THE ASSOCIATION. PURCHASERS OF PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD  
248 INVESTIGATE THE FINANCIAL OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ  
249 THE DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION.

250  **7.4.3. Not Conditional on Review.** Buyer acknowledges that Buyer has received a copy of the CIC Documents. Buyer has reviewed  
251 them, agrees to accept the benefits, obligations and restrictions that they impose upon the Property and its owners and waives any right to terminate  
252 this Contract due to such documents, notwithstanding the provisions of § 8.5.

253 **7.4.4. CIC Documents to Buyer.**

254  **7.4.4.1. Seller to Provide CIC Documents.** Seller shall cause the CIC Documents to be provided to Buyer, at Seller's  
255 expense, on or before **CIC Documents Deadline** (§ 2.3).

256  **7.4.4.2. Seller Authorizes Association.** Seller authorizes the Association to provide the CIC Documents to Buyer, at Seller's  
257 expense.

258 **7.4.4.3. Seller's Obligation.** Seller's obligation to provide the CIC Documents shall be fulfilled upon Buyer's receipt of the  
259 CIC Documents, regardless of who provides such documents.

260 **7.4.5. Conditional on Buyer's Review.** If the box in either § 7.4.4.1 or § 7.4.4.2 is checked, the provisions of this § 7.4.5 shall apply.  
261 Written notice of any unsatisfactory provision in any of the CIC Documents, in Buyer's subjective discretion, signed by Buyer, or on behalf of  
262 Buyer, and delivered to Seller on or before **CIC Documents Objection Deadline** (§ 2.3), shall terminate this Contract.

263 Should Buyer receive the CIC Documents after **CIC Documents Deadline** (§ 2.3), Buyer shall have the right, at Buyer's option, to  
264 terminate this Contract by written notice delivered to Seller on or before ten days after Buyer's receipt of the CIC Documents. If Buyer does not  
265 receive the CIC Documents, or if such written notice to terminate would otherwise be required to be delivered after **Closing Date** (§ 2.3), Buyer's  
266 written notice to terminate shall be received by Seller on or before three days prior to **Closing Date** (§ 2.3). If Seller does not receive written notice  
267 from Buyer within such time, Buyer accepts the provisions of the CIC Documents, and Buyer's right to terminate this Contract pursuant to this  
268 section is waived, notwithstanding the provisions of § 8.5.

269 NOTE: If no box in this § 7.4 is checked, the provisions of § 7.4.4.1 shall apply.

## 270 **8. TITLE AND SURVEY REVIEW.**

271 **8.1. Title Review.** Buyer shall have the right to inspect the Title Documents. Buyer shall provide written notice of unmerchantability of  
272 title, unsatisfactory form or content of Title Commitment, or, notwithstanding § 13, of any other unsatisfactory title condition shown by the Title  
273 Documents (Notice of Title Objection). Such notice shall be signed by or on behalf of Buyer and delivered to Seller on or before **Title Objection**  
274 **Deadline**

275 (§ 2.3), provided such Title Documents are received by Buyer in a timely manner. If there is an endorsement to the Title Commitment that adds a  
276 new Exception to title, a copy of the new Exception to title and the modified Title Commitment shall be delivered to Buyer. Provided however,  
277 Buyer shall have five days to deliver the Notice of Title Objection after receipt by Buyer of the following documents: (1) any required Title  
278 Document not timely received by Buyer, (2) any change to the Title Documents, or (3) endorsement to the Title Commitment. If Seller does not  
279 receive Buyer's Notice of Title Objection by the applicable deadline specified above, Buyer accepts the condition of title as disclosed by the Title  
280 Documents as satisfactory.

281 **8.2. Matters Not Shown by the Public Records.** Seller shall deliver to Buyer, on or before **Off-Record Matters Deadline** (§ 2.3) true  
282 copies of all leases and surveys in Seller's possession pertaining to the Property and shall disclose to Buyer all easements, liens (including, without  
283 limitation, governmental improvements approved, but not yet installed) or other title matters (including, without limitation, rights of first refusal  
284 and options) not shown by the public records of which Seller has actual knowledge. Buyer shall have the right to inspect the Property to investigate  
285 if any third party has any right in the Property not shown by the public records (such as an unrecorded easement, unrecorded lease, boundary line  
286

287 discrepancy or water rights). Written notice of any unsatisfactory condition disclosed by Seller or revealed by such inspection, notwithstanding  
288 § 13, shall be signed by or on behalf of Buyer and delivered to Seller on or before **Off-Record Matters Objection Deadline** (§ 2.3). If Seller does  
289 not receive Buyer's notice by said deadline, Buyer accepts title subject to such rights, if any, of third parties of which Buyer has actual knowledge.

### 290 8.3. Survey Review.

291  **8.3.1. Not Applicable.** This § 8.3 shall not apply.

292  **8.3.2. Conditional on Survey.** If the box in this § 8.3.2 is checked, Buyer shall have the right to inspect the Survey. If written notice  
293 by or on behalf of Buyer of any unsatisfactory condition shown by the Survey, notwithstanding § 8.2 or § 13, is received by Seller on or before  
294 **Survey Objection Deadline** (§ 2.3) then such objection shall be deemed an unsatisfactory title condition. If Seller does not receive Buyer's notice  
295 by **Survey Objection Deadline** (§ 2.3), Buyer accepts the Survey as satisfactory.

296 **8.4. Special Taxing Districts. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION**  
297 **INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY**  
298 **WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL**  
299 **LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE**  
300 **INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES.**  
301 **BUYERS SHOULD INVESTIGATE THE SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY**  
302 **CONTACTING THE COUNTY TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY, AND**  
303 **BY OBTAINING FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND**  
304 **RECORDER, OR THE COUNTY ASSESSOR.**

305 In the event the Property is located within a special taxing district and Buyer desires to terminate this Contract as a result, if written notice, by  
306 or on behalf of Buyer, is received by Seller on or before **Off-Record Matters Objection Deadline** (§ 2.3), this Contract shall terminate. If Seller  
307 does not receive Buyer's notice by such deadline, Buyer accepts the effect of the Property's inclusion in such special taxing district and waives the  
308 right to terminate for that reason.

309 **8.5. Right to Object, Cure.** Buyer's right to object shall include, but not be limited to, those matters set forth in §§ 8 and 13. If Seller  
310 receives notice of unmerchantability of title or any other unsatisfactory title condition or commitment terms as provided in §§ 8.1, 8.2 and 8.3,  
311 Seller shall use reasonable efforts to correct said items and bear any nominal expense to correct the same prior to Closing. If such unsatisfactory  
312 title condition is not corrected to Buyer's satisfaction on or before Closing, this Contract shall terminate; provided, however, Buyer may, by written  
313 notice received by Seller on or before Closing, waive objection to such items.

314 **8.6. Right of First Refusal or Contract Approval.** If there is a right of first refusal on the Property, or a right to approve this Contract,  
315 Seller shall promptly submit this Contract according to the terms and conditions of such right. If the holder of the right of first refusal exercises  
316 such right or the holder of a right to approve disapproves this Contract, this Contract shall terminate. If the right of first refusal is waived explicitly  
317 or expires, or the Contract is approved, this Contract shall remain in full force and effect. Seller shall promptly notify Buyer of the foregoing. If  
318 expiration or waiver of the right of first refusal or Contract approval has not occurred on or before **Right of First Refusal Deadline** (§ 2.3), this  
319 Contract shall terminate.

320 **8.7. Title Advisory.** The Title Documents affect the title, ownership and use of the Property and should be reviewed carefully.  
321 Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property, including without  
322 limitation, boundary lines and encroachments, area, zoning, unrecorded easements and claims of easements, leases and other unrecorded  
323 agreements, and various laws and governmental regulations concerning land use, development and environmental matters. **The surface estate may**  
324 **be owned separately from the underlying mineral estate, and transfer of the surface estate does not necessarily include transfer of the**  
325 **mineral rights or water rights. Third parties may hold interests in oil, gas, other minerals, geothermal energy or water on or under the**  
326 **Property, which interests may give them rights to enter and use the Property.** Such matters may be excluded from or not covered by the title  
327 insurance policy. Buyer is advised to timely consult legal counsel with respect to all such matters as there are strict time limits provided in this  
328 Contract [e.g., **Title Objection Deadline** (§ 2.3) and **Off-Record Matters Objection Deadline** (§ 2.3)].

329 **9. LEAD-BASED PAINT.** Unless exempt, if the improvements on the Property include one or more residential dwellings for which a building  
330 permit was issued prior to January 1, 1978, this Contract shall be void unless (1) a completed Lead-Based Paint Disclosure (Sales) form is signed  
331 by Seller, the required real estate licensees and Buyer, and (2) Seller receives the completed and fully executed form prior to the time when the  
332 Contract is signed by all parties. Buyer acknowledges timely receipt of a completed Lead-Based Paint Disclosure (Sales) form signed by Seller and  
333 the real estate licensees.

### 334 10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY, BUYER DISCLOSURE AND SOURCE OF WATER.

335 **10.1. Seller's Property Disclosure Deadline.** On or before **Seller's Property Disclosure Deadline** (§ 2.3), Seller agrees to deliver to Buyer  
336 the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed by Seller to the best of  
337 Seller's actual knowledge, current as of the date of this Contract.

338 **10.2. Inspection Objection Deadline.** Buyer shall have the right to have inspections of the physical condition of both the Property and  
339 Inclusions, at Buyer's expense. If (1) the physical condition of the Property, (2) the physical condition of the Inclusions, (3) any proposed or  
340 existing transportation project, road, street or highway, or (4) any other activity, odor or noise (whether on or off the Property) and its effect or  
341 expected effect on the Property or its occupants is unsatisfactory in Buyer's subjective discretion, Buyer shall, on or before **Inspection Objection**  
342 **Deadline** (§ 2.3):

343 **10.2.1. Notice to Terminate.** Notify Seller in writing that this Contract is terminated; or

344 **10.2.2. Notice to Correct.** Deliver to Seller a written description of any unsatisfactory physical condition which Buyer requires  
345 Seller to correct.

346 If written notice is not received by Seller on or before **Inspection Objection Deadline** (§ 2.3), the physical condition of the Property and  
347 Inclusions shall be deemed to be satisfactory to Buyer.

348 **10.3. Inspection Resolution Deadline.** If a Notice to Correct is received by Seller and if Buyer and Seller have not agreed in writing to a  
349 settlement thereof on or before **Inspection Resolution Deadline** (§ 2.3), this Contract shall terminate one day following **Inspection Resolution**  
350 **Deadline** (§ 2.3), unless before such termination Seller receives Buyer's written withdrawal of the Notice to Correct.

351 **10.4. Damage, Liens and Indemnity.** Buyer, except as otherwise provided in this Contract, is responsible for payment for all inspections,  
352 tests, surveys, engineering reports, or any other work performed at Buyer's request (Work) and shall pay for any damage that occurs to the Property  
353 and Inclusions as a result of such Work. Buyer shall not permit claims or liens of any kind against the Property for Work performed on the Property  
354 at Buyer's request. Buyer agrees to indemnify, protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by

355 Seller and caused by any such Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to  
356 defend against any such liability, damage, cost or expense, or to enforce this section, including Seller's reasonable attorney and legal fees. The  
357 provisions of this section shall survive the termination of this Contract.

358 **10.5. Insurability.** This Contract is conditional upon Buyer's satisfaction, in Buyer's subjective discretion, with the availability, terms and  
359 conditions of and premium for property insurance. This Contract shall terminate upon Seller's receipt, on or before **Property Insurance Objection**  
360 **Deadline** (§ 2.3), of Buyer's written notice that such insurance was not satisfactory to Buyer. If said notice is not timely received, Buyer shall have  
361 waived any right to terminate under this provision.

362 **10.6. Buyer Disclosure.** Buyer represents that Buyer  **Does**  **Does Not** need to sell and close a property to complete this transaction.  
363 **Note:** Any property sale contingency should appear in **Additional Provisions** (§ 26).

364 **10.7. Source of Potable Water (Residential Land and Residential Improvements Only).** Buyer  **Does**  **Does Not** acknowledge  
365 receipt of a copy of **Seller's Property Disclosure** or **Source of Water Addendum** disclosing the source of potable water for the Property. Buyer  
366  **Does**  **Does Not** acknowledge receipt of a copy of the current well permit.  There is **No Well**.

367 **Note to Buyer: SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND WATER. YOU**  
368 **MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO DETERMINE THE LONG-**  
369 **TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.**

370 **10.8. Carbon Monoxide Alarms.** **Note:** If the improvements on the Property have a fuel-fired heater or appliance, a fireplace, or an  
371 attached garage and include one or more rooms lawfully used for sleeping purposes (Bedroom), the parties acknowledge that Colorado law requires  
372 that Seller assure the Property has an operational carbon monoxide alarm installed within fifteen feet of the entrance to each Bedroom or in a  
373 location as required by the applicable building code.

374 **11. METHAMPHETAMINE DISCLOSURE (Residential Property Only).** If the Property is residential, and Seller knows that  
375 methamphetamine was ever manufactured, processed, cooked, disposed of, used or stored at the Property, Seller is required to disclose such fact.  
376 No disclosure is required if the Property was remediated in accordance with state standards and other requirements are fulfilled pursuant to § 25-  
377 18.5-102, C.R.S. Buyer further acknowledges that Buyer has the right to engage a certified hygienist or industrial hygienist to test whether the  
378 Property has ever been used as a methamphetamine laboratory. If Buyer's test results indicate that the Property has been contaminated with  
379 methamphetamine, but has not been remediated to meet the standards established by rules of the State Board of Health promulgated pursuant to  
380 § 25-18.5-102, C.R.S., Buyer shall promptly give written notice to Seller of the results of the test, and Buyer may terminate this Contract,  
381 notwithstanding any other provision of this Contract.

382 **12. CLOSING.** Delivery of deed from Seller to Buyer shall be at closing (Closing). Closing shall be on the date specified as the **Closing Date**  
383 (§ 2.3) or by mutual agreement at an earlier date. The hour and place of Closing shall be as designated by \_\_\_\_\_.

384 **13. TRANSFER OF TITLE.** Subject to tender or payment at Closing as required herein and compliance by Buyer with the other terms and  
385 provisions hereof, Seller shall execute and deliver a good and sufficient \_\_\_\_\_ deed to Buyer, at Closing, conveying the Property free  
386 and clear of all taxes except the general taxes for the year of Closing. Except as provided herein, title shall be conveyed free and clear of all liens,  
387 including any governmental liens for special improvements installed as of the date of Buyer's signature hereon, whether assessed or not. Title shall  
388 be conveyed subject to:

389 **13.1.** those specific Exceptions described by reference to recorded documents as reflected in the Title Documents accepted by Buyer in  
390 accordance with **Title Review** (§ 8.1),

391 **13.2.** distribution utility easements (including cable TV),

392 **13.3.** those specifically described rights of third parties not shown by the public records of which Buyer has actual knowledge and which  
393 were accepted by Buyer in accordance with **Matters Not Shown by the Public Records** (§ 8.2) and **Survey Review** (§ 8.3),

394 **13.4.** inclusion of the Property within any special taxing district, and

395 **13.5.** other \_\_\_\_\_.

396 **14. PAYMENT OF ENCUMBRANCES.** Any encumbrance required to be paid shall be paid at or before Closing from the proceeds of this  
397 transaction or from any other source.

398 **15. CLOSING COSTS, DOCUMENTS AND SERVICES.**

399 **15.1. Good Funds.** Buyer and Seller shall pay, in Good Funds, their respective closing costs and all other items required to be paid at  
400 Closing, except as otherwise provided herein.

401 **15.2. Closing Information and Documents.** Buyer and Seller will furnish any additional information and documents required by Closing  
402 Company that will be necessary to complete this transaction. Buyer and Seller shall sign and complete all customary or reasonably required  
403 documents at or before Closing.

404 **15.3. Closing Services Fee.** The fee for real estate closing services shall be paid at Closing by  **Buyer**  **Seller**  **One-Half by Buyer**  
405 **and One-Half by Seller**  **Other** \_\_\_\_\_.

406 **15.4. Closing Instructions.** Buyer and Seller agree to execute the Colorado Real Estate Commission's Closing Instructions. Such Closing  
407 Instructions  **Are**  **Are Not** executed with this Contract. Upon execution,  **Seller**  **Buyer** shall deliver such Closing Instructions to the  
408 Closing Company.

409 **15.5. Status Letter and Transfer Fees.** Any fees incident to the issuance of Association's statement of assessments (Status Letter) shall be  
410 paid by  **Buyer**  **Seller**  **One-Half by Buyer and One-Half by Seller**. Any transfer fees assessed by the Association (Association's  
411 Transfer Fee) shall be paid by  **Buyer**  **Seller**  **One-Half by Buyer and One-Half by Seller**.

412 **15.6. Local Transfer Tax.**  **The Local Transfer Tax** of \_\_\_\_ % of the Purchase Price shall be paid at Closing by  **Buyer**  **Seller**  
413  **One-Half by Buyer and One-Half by Seller**.

414 **15.7. Sales and Use Tax.** Any sales and use tax that may accrue because of this transaction shall be paid when due by  **Buyer**  **Seller**  
415  **One-Half by Buyer and One-Half by Seller**.

416 **16. PRORATIONS.** The following shall be prorated to **Closing Date** (§ 2.3), except as otherwise provided:

417 **16.1. Taxes.** Personal property taxes, if any, and general real estate taxes for the year of Closing, based on  **Taxes for the Calendar Year**  
418 **Immediately Preceding Closing**  **Most Recent Mill Levy and Most Recent Assessed Valuation**, adjusted by any applicable qualifying seniors  
419 property tax exemption, or  **Other** \_\_\_\_\_.

420 **16.2. Rents.** Rents based on  **Rents Actually Received**  **Accrued.** At Closing, Seller shall transfer or credit to Buyer the security  
421 deposits for all leases assigned, or any remainder after lawful deductions, and notify all tenants in writing of such transfer and of the transferee's  
422 name and address. Seller shall assign to Buyer all leases in effect at Closing and Buyer shall assume such leases.

423 **16.3. Association Assessments.** Current regular Association assessments and dues (Association Assessments) paid in advance shall be  
424 credited to Seller at Closing. Cash reserves held out of the regular Association Assessments for deferred maintenance by the Association shall not  
425 be credited to Seller except as may be otherwise provided by the Governing Documents. Any special assessment by the Association for  
426 improvements that have been installed as of the date of Buyer's signature hereon shall be the obligation of Seller. Any other special assessment  
427 assessed prior to **Closing Date** (§ 2.3) by the Association shall be the obligation of  **Buyer**  **Seller.** Seller represents that the Association  
428 Assessments are currently payable at \$ \_\_\_\_\_ per \_\_\_\_\_ and that there are no unpaid regular or special assessments  
429 against the Property except the current regular assessments and \_\_\_\_\_. Such assessments  
430 are subject to change as provided in the Governing Documents. Seller agrees to promptly request the Association to deliver to Buyer before **Closing**  
431 **Date** (§ 2.3) a current Status Letter.

432 **16.4. Other Prorations.** Water and sewer charges, interest on continuing loan, and \_\_\_\_\_.

433 **16.5. Final Settlement.** Unless otherwise agreed in writing, these prorations shall be final.

434 **17. POSSESSION.** Possession of the Property shall be delivered to Buyer on **Possession Date** at **Possession Time** (§ 2.3), subject to the  
435 following leases or tenancies:

436  
437

438 If Seller, after Closing, fails to deliver possession as specified, Seller shall be subject to eviction and shall be additionally liable to Buyer for  
439 payment of \$ \_\_\_\_\_ per day (or any part of a day notwithstanding § 2.5.1) from **Possession Date** and **Possession Time** (§ 2.3) until  
440 possession is delivered.

441 Buyer  **Does**  **Does Not** represent that Buyer will occupy the Property as Buyer's principal residence.

442 **18. ASSIGNABILITY AND INUREMENT.** This Contract  **Shall**  **Shall Not** be assignable by Buyer without Seller's prior written  
443 consent. Except as so restricted, this Contract shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and  
444 assigns of the parties.

445 **19. CAUSES OF LOSS, INSURANCE; CONDITION OF, DAMAGE TO PROPERTY AND INCLUSIONS AND WALK-THROUGH.**  
446 Except as otherwise provided in this Contract, the Property, Inclusions or both shall be delivered in the condition existing as of the date of this  
447 Contract, ordinary wear and tear excepted.

448 **19.1. Causes of Loss, Insurance.** In the event the Property or Inclusions are damaged by fire, other perils or causes of loss prior to Closing  
449 in an amount of not more than ten percent of the total Purchase Price, Seller shall be obligated to repair the same before **Closing Date** (§ 2.3). In the  
450 event such damage is not repaired within said time or if the damage exceeds such sum, this Contract may be terminated at the option of Buyer by  
451 delivering to Seller written notice of termination on or before Closing. Should Buyer elect to carry out this Contract despite such damage, Buyer  
452 shall be entitled to a credit at Closing for all insurance proceeds that were received by Seller (but not the Association, if any) resulting from such  
453 damage to the Property and Inclusions, plus the amount of any deductible provided for in such insurance policy. Such credit shall not exceed the  
454 Purchase Price. In the event Seller has not received such insurance proceeds prior to Closing, then Seller shall assign such proceeds at Closing, plus  
455 credit Buyer the amount of any deductible provided for in such insurance policy, but not to exceed the total Purchase Price.

456 **19.2. Damage, Inclusions and Services.** Should any Inclusion or service (including systems and components of the Property, e.g. heating,  
457 plumbing) fail or be damaged between the date of this Contract and Closing or possession, whichever shall be earlier, then Seller shall be liable for  
458 the repair or replacement of such Inclusion or service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that  
459 the maintenance or replacement of such Inclusion, service or fixture is not the responsibility of the Association, if any, less any insurance proceeds  
460 received by Buyer covering such repair or replacement. Seller and Buyer are aware of the existence of pre-owned home warranty programs that  
461 may be purchased and may cover the repair or replacement of such Inclusions. The risk of loss for damage to growing crops by fire or other  
462 casualty shall be borne by the party entitled to the growing crops as provided in § 3.1.7 and such party shall be entitled to such insurance proceeds  
463 or benefits for the growing crops.

464 **19.3. Walk-Through and Verification of Condition.** Buyer, upon reasonable notice, shall have the right to walk through the Property prior  
465 to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

466 **20. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this document, Buyer and Seller acknowledge that the respective  
467 broker has advised that this document has important legal consequences and has recommended the examination of title and consultation with legal  
468 and tax or other counsel before signing this Contract.

469 **21. TIME OF ESSENCE, DEFAULT AND REMEDIES.** Time is of the essence hereof. If any note or check received as Earnest Money  
470 hereunder or any other payment due hereunder is not paid, honored or tendered when due, or if any obligation hereunder is not performed or waived  
471 as herein provided, there shall be the following remedies:

472 **21.1. If Buyer is in Default:**

473  **21.1.1. Specific Performance.** Seller may elect to treat this Contract as canceled, in which case all Earnest Money (whether or not  
474 paid by Buyer) shall be forfeited by Buyer, paid to Seller and retained by Seller; and Seller may recover such damages as may be proper; or Seller  
475 may elect to treat this Contract as being in full force and effect and Seller shall have the right to specific performance or damages, or both.

476  **21.1.2. Liquidated Damages.** All Earnest Money (whether or not paid by Buyer) shall be forfeited by Buyer, paid to Seller, and  
477 retained by Seller. Both parties shall thereafter be released from all obligations hereunder. It is agreed that the Earnest Money specified in § 4.1 is  
478 LIQUIDATED DAMAGES, and not a penalty, which amount the parties agree is fair and reasonable and (except as provided in §§ 10.4, 19, 22, 23  
479 and 24), said forfeiture shall be SELLER'S SOLE AND ONLY REMEDY for Buyer's failure to perform the obligations of this Contract. Seller  
480 expressly waives the remedies of specific performance and additional damages.

481 **21.2. If Seller is in Default:** Buyer may elect to treat this Contract as canceled, in which case all Earnest Money received hereunder shall be  
482 returned and Buyer may recover such damages as may be proper, or Buyer may elect to treat this Contract as being in full force and effect and  
483 Buyer shall have the right to specific performance or damages, or both.

484 **22. LEGAL FEES, COST AND EXPENSES.** In the event of any arbitration or litigation relating to this Contract, prior to or after **Closing Date**  
485 (§ 2.3), the arbitrator or court shall award to the prevailing party all reasonable costs and expenses, including attorney and legal fees.

486 **23. MEDIATION.** If a dispute arises relating to this Contract, prior to or after Closing, and is not resolved, the parties shall first proceed in good  
487 faith to submit the matter to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute  
488 informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree, in writing, before any settlement is  
489 binding. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The mediation, unless  
490 otherwise agreed, shall terminate in the event the entire dispute is not resolved within thirty days of the date written notice requesting mediation is  
491 delivered by one party to the other at the party's last known address. This section shall not alter any date in this Contract, unless otherwise agreed.

492 **24. EARNEST MONEY DISPUTE.** Except as otherwise provided herein, Earnest Money Holder shall release the Earnest Money as directed by  
493 written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding the Earnest Money (notwithstanding any  
494 termination of this Contract), Earnest Money Holder shall not be required to take any action. Earnest Money Holder, at its option and sole  
495 discretion, may (1) await any proceeding, (2) interplead all parties and deposit Earnest Money into a court of competent jurisdiction and shall  
496 recover court costs and reasonable attorney and legal fees, or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a  
497 copy of the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one hundred  
498 twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder shall be authorized to return the Earnest Money to Buyer. In  
499 the event Earnest Money Holder does receive a copy of the Lawsuit, and has not interpleaded the monies at the time of any Order, Earnest Money  
500 Holder shall disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the obligation of **Mediation** (§ 23). The provisions  
501 of this § 24 apply only if the Earnest Money Holder is one of the Brokerage Firms named in § 34 or § 35.

502 **25. TERMINATION.** In the event this Contract is terminated, all Earnest Money received hereunder shall be returned and the parties shall be  
503 relieved of all obligations hereunder, subject to §§ 10.4, 23 and 24.

504 **26. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate Commission.)

505  
506  
507

508 **27. ATTACHMENTS.** The following are a part of this Contract:

509  
510

511 Note: The following disclosure forms are attached but are not a part of this Contract:

512  
513

514 **28. GOOD FAITH.** Buyer and Seller acknowledge that each party has an obligation to act in good faith, including but not limited to exercising  
515 the rights and obligations set forth in the provisions of **Financing Conditions and Obligations** (§ 5) and **Property Disclosure, Inspection,**  
516 **Indemnity, Insurability, Buyer Disclosure and Source of Water** (§ 10).

517 **29. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL.** This Contract, its exhibits and specified addenda, constitute the entire  
518 agreement between the parties relating to the subject hereof, and any prior agreements pertaining thereto, whether oral or written, have been merged  
519 and integrated into this Contract. No subsequent modification of any of the terms of this Contract shall be valid, binding upon the parties, or  
520 enforceable unless made in writing and signed by the parties. Any obligation in this Contract that, by its terms, is intended to be performed after  
521 termination or Closing shall survive the same.

522 **30. COLORADO FORECLOSURE PROTECTION ACT.** If the Colorado Foreclosure Protection Act (Act) applies, then a different contract  
523 that complies with the provisions of the Act is required, and this Contract shall be void and of no effect. The Act generally requires that (1) the  
524 Property is residential, (2) any loan secured by the Property is at least thirty days delinquent or in default, (3) Buyer does not reside in the Property  
525 for at least one year and (4) Buyer is subject to the Act. Buyer  **Will**  **Will Not** occupy the Property as Buyer's personal residence for at least  
526 one year. The parties are further advised to consult with their own attorney.

527 **31. NOTICE, DELIVERY, AND CHOICE OF LAW.**

528 **31.1. Physical Delivery.** All notices must be in writing, except as provided in § 31.2. Any document, including a signed document or  
529 notice, delivered to Buyer shall be effective when physically received by Buyer, any signator on behalf of Buyer, any named individual of Buyer,  
530 any representative of Buyer, or Brokerage Firm of Broker working with Buyer (except for delivery, after Closing, of the notice requesting  
531 mediation described in § 23) and except as provided in § 31.2 below. Any document, including a signed document or notice, delivered to Seller  
532 shall be effective when physically received by Seller, any signator on behalf of Seller, any named individual of Seller, any representative of Seller,  
533 or Brokerage Firm of Broker working with Seller (except for delivery, after Closing, of the notice requesting mediation described in § 23) and  
534 except as provided in § 31.2 below.

535 **31.2. Electronic Delivery.** As an alternative to physical delivery, any document, including any signed document or written notice may be  
536 delivered in electronic form only by the following indicated methods:  **Facsimile**  **Email**  **Internet**  **No Electronic Delivery.** Documents  
537 with original signatures shall be provided upon request of any party.

538 **31.3. Choice of Law.** This Contract and all disputes arising hereunder shall be governed by and construed in accordance with the laws of the  
539 State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for property located in Colorado.

540 **32. NOTICE OF ACCEPTANCE, COUNTERPARTS.** This proposal shall expire unless accepted in writing, by Buyer and Seller, as  
541 evidenced by their signatures below, and the offering party receives notice of such acceptance pursuant to § 31 on or before **Acceptance Deadline**  
542 **Date** (§ 2.3) and **Acceptance Deadline Time** (§ 2.3). If accepted, this document shall become a contract between Seller and Buyer. A copy of this  
543 document may be executed by each party, separately, and when each party has executed a copy thereof, such copies taken together shall be deemed  
544 to be a full and complete contract between the parties.

545

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Buyer's Name: \_\_\_\_\_

Buyer's Name: \_\_\_\_\_

\_\_\_\_\_  
Buyer's Signature

\_\_\_\_\_  
Buyer's Signature

Address: \_\_\_\_\_ Address: \_\_\_\_\_  
Phone No.: \_\_\_\_\_ Phone No.: \_\_\_\_\_  
Fax No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_  
Email Address: \_\_\_\_\_ Email Address: \_\_\_\_\_

546

547 [NOTE: If this offer is being countered or rejected, do not sign this document. Refer to § 33]

Date: \_\_\_\_\_ Date: \_\_\_\_\_  
Seller's Name: \_\_\_\_\_ Seller's Name: \_\_\_\_\_  
\_\_\_\_\_  
Seller's Signature Seller's Signature  
Address: \_\_\_\_\_ Address: \_\_\_\_\_  
Phone No.: \_\_\_\_\_ Phone No.: \_\_\_\_\_  
Fax No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_  
Email Address: \_\_\_\_\_ Email Address: \_\_\_\_\_

548  
549  
550

**33. COUNTER; REJECTION.** This offer is  Countered  Rejected.  
Initials only of party (Buyer or Seller) who countered or rejected offer \_\_\_\_\_

**END OF CONTRACT TO BUY AND SELL REAL ESTATE**

**34. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.**

(To be completed by Broker working with Buyer)

Broker  Does  Does Not acknowledge receipt of Earnest Money deposit specified in § 4.1 and, while not a party to the Contract, agrees to cooperate upon request with any mediation concluded under § 23. Broker agrees that if Earnest Money Holder is other than the Brokerage Firm identified in § 34 or § 35, Closing Instructions signed by Buyer, Seller, and Earnest Money Holder must be obtained on or before delivery of Earnest Money to Earnest Money Holder.

Broker is working with Buyer as a  Buyer's Agent  Seller's Agent  Transaction-Broker in this transaction.  This is a **Change of Status**.

Brokerage Firm's compensation or commission is to be paid by  Listing Brokerage Firm  Buyer  Other \_\_\_\_\_.

Date: \_\_\_\_\_  
Brokerage Firm's Name: \_\_\_\_\_  
Broker's Name: \_\_\_\_\_  
\_\_\_\_\_  
Broker's Signature  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone No.: \_\_\_\_\_  
Fax No.: \_\_\_\_\_  
Email Address: \_\_\_\_\_

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**35. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.**

(To be completed by Broker working with Seller)

Broker  **Does**  **Does Not** acknowledge receipt of Earnest Money deposit specified in § 4.1 and, while not a party to the Contract, agrees to cooperate upon request with any mediation concluded under § 23. Broker agrees that if Earnest Money Holder is other than the Brokerage Firm identified in § 34 or § 35, Closing Instructions signed by Buyer, Seller, and Earnest Money Holder must be obtained on or before delivery of Earnest Money to Earnest Money Holder.

Broker is working with Seller as a  **Seller's Agent**  **Buyer's Agent**  **Transaction Broker** in this transaction.  This is a **Change of Status**.

Brokerage Firm's compensation or commission is to be paid by  **Seller**  **Buyer**  **Other** \_\_\_\_\_.

Date: \_\_\_\_\_

Brokerage Firm's Name: \_\_\_\_\_

Broker's Name: \_\_\_\_\_

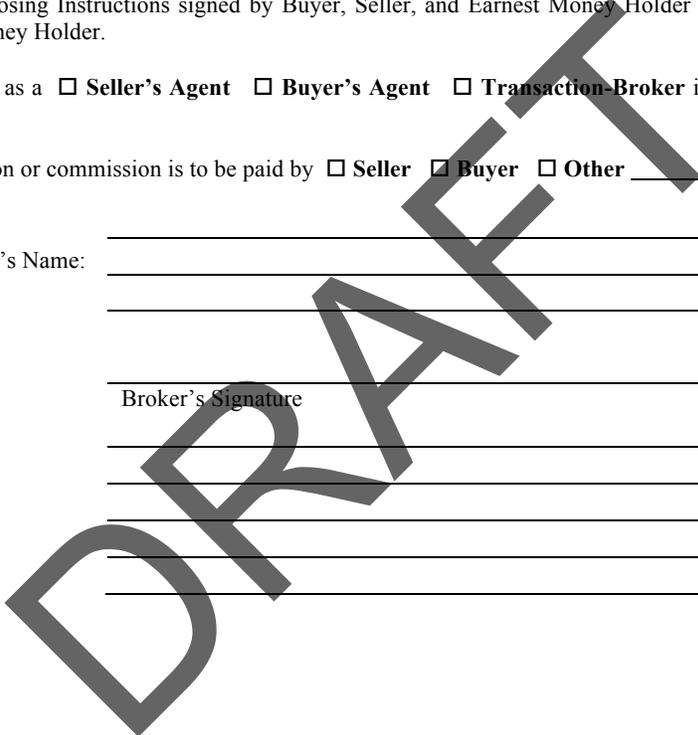
\_\_\_\_\_  
Broker's Signature

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_



The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.  
(CP40-5-09) (Mandatory 7-09)

**THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.**

### COUNTERPROPOSAL

Date: \_\_\_\_\_

1. This Counterproposal shall supersede and replace any previous counterproposal. This Counterproposal amends the proposed contract dated \_\_\_\_\_ (Contract), between \_\_\_\_\_ (Seller), and \_\_\_\_\_ (Buyer), relating to the sale and purchase of the following legally described real estate in the County of \_\_\_\_\_, Colorado:

known as No. \_\_\_\_\_, (Property).  
Street Address City State Zip

[NOTE: If any item is left blank or the term "No Change" is inserted, it means no change. The abbreviation "N/A" or the word "Deleted" means not applicable and when inserted on any line in Dates and Deadlines (§ 2.3) means that the corresponding provision of the Contract to which reference is made is deleted.]

2. § 2.3. DATES AND DEADLINES. [NOTE: This table may be deleted if inapplicable.]

Item No.	Reference	Event	Date or Deadline
1	§ 4.2.1	Alternative Earnest Money Deadline	
2	§ 5.1	Loan Application Deadline	
3	§ 5.2	Loan Conditions Deadline	
4	§ 5.3	Buyer's Credit Information Deadline	
5	§ 5.3	Disapproval of Buyer's Credit Information Deadline	
6	§ 5.4	Existing Loan Documents Deadline	
7	§ 5.4	Existing Loan Documents Objection Deadline	
8	§ 5.4	Loan Transfer Approval Deadline	
9	§ 6.2.2	Appraisal Deadline	
10	§ 6.2.2	Appraisal Objection Deadline	
11	§ 7.1	Title Deadline	
12	§ 7.2	Document Request Deadline	
13	§ 7.3	Survey Deadline	
14	§ 7.4.4.1	CIC Documents Deadline	
15	§ 7.4.5	CIC Documents Objection Deadline	
16	§ 8.1	Title Objection Deadline	
17	§ 8.2	Off-Record Matters Deadline	
18	§ 8.2	Off-Record Matters Objection Deadline	
19	§ 8.3.2	Survey Objection Deadline	
20	§ 8.6	Right of First Refusal Deadline	
21	§ 10.1	Seller's Property Disclosure Deadline	
22	§ 10.2	Inspection Objection Deadline	
23	§ 10.3	Inspection Resolution Deadline	
24	§ 10.5	Property Insurance Objection Deadline	
25	§ 12	<b>Closing Date</b>	
26	§ 17	Possession Date	
27	§ 17	Possession Time	

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**3. § 4 PURCHASE PRICE AND TERMS.** [Note: This table may be deleted if inapplicable.]

The Purchase Price set forth below shall be payable in U. S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount	Amount
1	§ 4.1	Purchase Price	\$	
2	§ 4.2	Earnest Money		\$
3	§ 4.5	New Loan		
4	§ 4.6	Assumption Balance		
5	§ 4.7	Seller or Private Financing		
6				
7				
8	§ 4.3	Cash at Closing		
9		<b>TOTAL</b>	\$	\$

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**4. ATTACHMENTS.** The following are a part of this Counterproposal:

Note: The following disclosure forms **are attached** but are **not** a part of this Counterproposal:

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**5. OTHER CHANGES.**

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**6. ACCEPTANCE DEADLINE.** This Counterproposal shall expire unless accepted in writing by Seller and Buyer as evidenced by their signatures below and the offering party to this document receives notice of such acceptance on or before \_\_\_\_\_  
Date Time

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If accepted, the Contract, as amended by this Counterproposal, shall become a contract between Seller and Buyer. All other terms and conditions of the Contract shall remain the same.

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Date: \_\_\_\_\_  
Buyer's Name: \_\_\_\_\_

Date: \_\_\_\_\_  
Buyer's Name: \_\_\_\_\_

\_\_\_\_\_  
Buyer's Signature

\_\_\_\_\_  
Buyer's Signature

Address: \_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone No.: \_\_\_\_\_  
Fax No.: \_\_\_\_\_  
Email Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_  
Fax No.: \_\_\_\_\_  
Email Address: \_\_\_\_\_

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Date: \_\_\_\_\_  
Seller's Name: \_\_\_\_\_

Date: \_\_\_\_\_  
Seller's Name: \_\_\_\_\_

\_\_\_\_\_  
Seller's Signature

\_\_\_\_\_  
Seller's Signature

Address: \_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone No.: \_\_\_\_\_  
Fax No.: \_\_\_\_\_  
Email Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_  
Fax No.: \_\_\_\_\_  
Email Address: \_\_\_\_\_

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Note: When this Counterproposal form is used, the Contract is **not** to be signed by the party initiating this Counterproposal. Brokers must complete and sign the Broker's Acknowledgments and Compensation Disclosure portion of the Contract.

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.  
(DD25-5-09) (Mandatory 7-09)

**DIFFERENT BROKERAGE RELATIONSHIPS ARE AVAILABLE WHICH INCLUDE SELLER AGENCY, BUYER AGENCY OR TRANSACTION-BROKERAGE.**

**DEFINITIONS OF WORKING RELATIONSHIPS**

For purposes of this document, seller also means “landlord” (which includes sublandlord) and buyer also means “tenant” (which includes subtenant).

**Seller’s Agent:** A seller’s agent (or listing agent) works solely on behalf of the seller to promote the interests of the seller with the utmost good faith, loyalty and fidelity. The agent negotiates on behalf of and acts as an advocate for the seller. The seller’s agent must disclose to potential buyers all adverse material facts actually known by the seller’s agent about the property. A separate written listing agreement is required which sets forth the duties and obligations of the broker and the seller.

**Buyer’s Agent:** A buyer’s agent works solely on behalf of the buyer to promote the interests of the buyer with the utmost good faith, loyalty and fidelity. The agent negotiates on behalf of and acts as an advocate for the buyer. The buyer’s agent must disclose to potential sellers all adverse material facts actually known by the buyer’s agent including the buyer’s financial ability to perform the terms of the transaction and, if a residential property, whether the buyer intends to occupy the property. A separate written buyer agency agreement is required which sets forth the duties and obligations of the broker and the buyer.

**Transaction-Broker:** A transaction-broker assists the buyer or seller or both throughout a real estate transaction by performing terms of any written or oral agreement, fully informing the parties, presenting all offers and assisting the parties with any contracts, including the closing of the transaction without being an agent or advocate for any of the parties. A transaction-broker must use reasonable skill and care in the performance of any oral or written agreement, and must make the same disclosures as agents about all adverse material facts actually known by the transaction-broker concerning a property or a buyer’s financial ability to perform the terms of a transaction and, if a residential property, whether the buyer intends to occupy the property. No written agreement is required.

**Customer:** A customer is a party to a real estate transaction with whom the broker has no brokerage relationship because such party has not engaged or employed the broker, either as the party’s agent or as the party’s transaction-broker.

**THIS IS NOT A CONTRACT.**

I acknowledge receipt of this document on \_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

On \_\_\_\_\_, Broker provided \_\_\_\_\_ with this document via \_\_\_\_\_ and retained a copy for Broker’s records.

Brokerage Firm’s Name: \_\_\_\_\_

\_\_\_\_\_  
Broker

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.  
(EBA53-5-09) (Mandatory 7-09)

**THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.**

## EXCLUSIVE BROKERAGE LISTING ADDENDUM TO EXCLUSIVE RIGHT-TO-SELL LISTING CONTRACT

Date: \_\_\_\_\_

**A. ADDENDUM TO EXCLUSIVE RIGHT-TO-SELL LISTING CONTRACT.** This Exclusive Brokerage Listing Addendum (Addendum) is made part of that Exclusive Right-To-Sell Listing Contract dated \_\_\_\_\_, (Seller Listing Contract), between Seller and Brokerage Firm named below, for the property

known as No. \_\_\_\_\_  
Street Address City State Zip

This Addendum shall control in the event of any conflict with the Seller Listing Contract to which it is attached.

**B. PROVISIONS AMENDED.** The following provisions of the Seller Listing Contract are changed to read:

**1. AGREEMENT.** Seller and Brokerage Firm enter into this exclusive, irrevocable contract (Seller Listing Contract) as of the date set forth above. However, this Seller Listing Contract does not apply to a Sale of the Property to a buyer procured solely by Seller without the assistance of Broker or any other person (Seller Sale).

**7. COMPENSATION TO BROKERAGE FIRM; COMPENSATION TO COOPERATIVE BROKER.** Other than a Seller Sale, Seller agrees that any Brokerage Firm compensation that is conditioned upon the Sale of the Property shall be earned by Brokerage Firm as set forth herein without any discount or allowance for any efforts made by Seller or by any other person in connection with the Sale of the Property.

**7.1. Amount.** In consideration of the services to be performed by Broker, Seller agrees to pay Brokerage Firm as follows:

**7.1.1. Sale Commission.** (1) \_\_\_\_\_% of the gross purchase price, or (2) \_\_\_\_\_, in U.S. dollars.

**7.1.2. Lease Commission.** If the box in § 3.5.2 is checked, Brokerage Firm shall be paid a fee equal to (1) \_\_\_\_\_% of the gross rent under the lease, or (2) \_\_\_\_\_, in U.S. dollars, payable as follows: \_\_\_\_\_.

**7.2. When Earned.** Such commission shall be earned upon the occurrence of any of the following:

**7.2.1.** Any Sale of the Property, except a Seller Sale, within the Listing Period, by Broker or by any other person;

**7.2.2.** Broker finding a buyer who is ready, willing and able to complete the transaction as specified herein by Seller; or

**7.2.3.** Any Sale of the Property, except a Seller Sale, within \_\_\_\_\_ calendar days subsequent to the expiration of the Listing Period (Holdover Period) to anyone with whom Broker negotiated and whose name was submitted, in writing, to Seller by Broker during the Listing Period (including any extensions thereof). However, Seller  **Shall**  **Shall Not** owe commission to Brokerage Firm under this § 7.2.3 if a commission is earned by another licensed real estate brokerage firm acting pursuant to an exclusive agreement entered into during the Holdover Period.

**7.3. When Applicable and Payable.** The commission obligation shall apply to a Sale, other than a Seller Sale, made during the Listing Period or any extension of such original or extended term. The commission described in § 7.1.1 shall be payable at the time of the closing of the Sale as contemplated by § 7.2.1 or § 7.2.3, or upon fulfillment of § 7.2.2 where either the offer made by such buyer is defeated by Seller or by the refusal or neglect of Seller to consummate the Sale as agreed upon.

**7.4. Other Compensation.** \_\_\_\_\_.

**10. SELLER'S OBLIGATIONS TO BROKER; DISCLOSURES AND CONSENT.**

**10.1. Negotiations and Communication.** Other than a Seller Sale, Seller agrees to conduct all negotiations for the Sale of the Property only through Broker, and to refer to Broker all communications received in any form from real estate brokers, during the Listing Period of this Seller Listing Contract.

**C. ADDITIONAL AMENDMENTS:**

Brokerage Firm authorizes Broker to execute this Addendum on behalf of Brokerage Firm.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Seller's Name: \_\_\_\_\_

Broker's Name: \_\_\_\_\_

\_\_\_\_\_  
Seller's Signature

\_\_\_\_\_  
Broker's Signature

Brokerage Firm's Name: \_\_\_\_\_

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**THIS IS A BINDING CONTRACT. THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.**

**Compensation charged by brokerage firms is not set by law. Such charges are established by each real estate brokerage firm.**

**DIFFERENT BROKERAGE RELATIONSHIPS ARE AVAILABLE WHICH INCLUDE LANDLORD AGENCY, TENANT AGENCY, SELLER AGENCY, BUYER AGENCY OR TRANSACTION-BROKERAGE.**

## EXCLUSIVE TENANT LISTING CONTRACT

TENANT AGENCY     TRANSACTION-BROKERAGE

Date: \_\_\_\_\_

**1. AGREEMENT.** Tenant and Brokerage Firm enter into this exclusive, irrevocable contract (Tenant Listing Contract) as of the date set forth above.

**2. BROKER AND BROKERAGE FIRM.**

**2.1. Multiple-Person Firm.** If this box is checked, the individual designated by Brokerage Firm to serve as the broker of Tenant and to perform the services for Tenant required by this Tenant Listing Contract is called Broker. If more than one individual is so designated, then references in this Tenant Listing Contract to Broker shall include all persons so designated, including substitute or additional brokers. The brokerage relationship exists only with Broker and does not extend to the employing broker, Brokerage Firm or to any other brokers employed or engaged by Brokerage Firm who are not so designated.

**2.2. One-Person Firm.** If this box is checked, Broker is a real estate brokerage firm with only one licensed natural person. References in this Tenant Listing Contract to Broker or Brokerage Firm mean both the licensed natural person and brokerage firm, who serve as the broker of Tenant and perform the services for Tenant required by this Tenant Listing Contract.

**3. DEFINED TERMS.**

**3.1. Tenant:**

and any other person or entity on whose behalf the named party acts, directly or indirectly, to Lease the Premises.

**3.2. Brokerage Firm:**

**3.3. Broker:**

**3.4. Premises.** Premises means real estate which substantially meets the following requirements or similar real estate acceptable to Tenant:

**3.5. Lease.**

**3.5.1.** Lease of the Premises or Lease means any lease of an interest in the Premises.

**3.5.2.** If this box is checked, Tenant authorizes Broker to negotiate a purchase of the Premises. Purchase of the Premises or Purchase means the acquisition of any interest in the Premises or the creation of the right to acquire any interest in the Premises (including a contract or lease). It also includes an agreement to acquire any ownership interest in an entity that owns the Premises.

**3.6. Term.** The Term of this Tenant Listing Contract shall begin on \_\_\_\_\_, and shall continue through the earlier of (1) completion of the Lease of the Premises or purchase of the Premises or (2) \_\_\_\_\_. Broker shall continue to assist in the completion of any transaction for which compensation is payable to Brokerage Firm under § 7 of this Tenant Listing Contract.

**3.7. Applicability of Terms.** A check or similar mark in a box means that such provision is applicable. The abbreviation "N/A" or the word "Deleted" means not applicable. The abbreviation "MEC" (mutual execution of this contract) means the latest date upon which both parties have signed this Tenant Listing Contract. For purposes of this agreement, "landlord" includes sublandlord and "tenant" includes subtenant.

**3.8. Day; Computation of Period of Days, Deadline.**

**3.8.1. Day.** As used in this Tenant Listing Contract, the term "day" shall mean the entire day ending at 11:59 p.m., United States Mountain Time (Standard or Daylight Savings as applicable).

**3.8.2. Computation of Period of Days, Deadline.** In computing a period of days, when the ending date is not specified, the first day is excluded and the last day is included, e.g., three days after MEC. If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such deadline  Shall  Shall Not be extended to the next day not a Saturday, Sunday or Holiday. Should neither box be checked, the deadline shall not be extended.

**4. BROKERAGE RELATIONSHIP.**

**4.1.** If the Tenant Agency box at the top of page 1 is checked, Broker shall represent Tenant as a limited agent (Tenant's Agent). If the Transaction-Brokerage box at the top of page 1 is checked, Broker shall act as a Transaction-Broker.

58 **4.2. In-Company Transaction — Different Brokers.** When the landlord and Tenant in a transaction are working with different  
59 brokers, those brokers continue to conduct themselves consistent with the brokerage relationships they have established. Tenant acknowledges  
60 that Brokerage Firm is allowed to offer and pay compensation to brokers within Brokerage Firm working with a landlord.

61 **4.3. In-Company Transaction — One Broker.** If the landlord and Tenant are both working with the same broker, Broker shall  
62 function as:

63 **4.3.1. Tenant's Agent.** If the Tenant Agency box at the top of page 1 is checked, the parties agree the following applies:

64 **4.3.1.1. Tenant Agency Only.** Unless the box in § 4.3.1.2 (**Tenant Agency Unless Brokerage Relationship with**  
65 **Both**) is checked, Broker shall represent Tenant as Tenant's Agent and shall treat the landlord as a customer. A customer is a party to a  
66 transaction with whom Broker has no brokerage relationship. Broker shall disclose to such customer Broker's relationship with Tenant.

67  **4.3.1.2. Tenant Agency Unless Brokerage Relationship with Both.** If this box is checked, Broker shall represent  
68 Tenant as Tenant's Agent and shall treat the landlord as a customer, unless Broker currently has or enters into an agency or Transaction-  
69 Brokerage relationship with the landlord, in which case Broker shall act as a Transaction-Broker.

70 **4.3.2. Transaction-Broker.** If the Transaction-Brokerage box at the top of page 1 is checked, or in the event neither box is  
71 checked, Broker shall work with Tenant as a Transaction-Broker. A Transaction-Broker shall perform the duties described in § 5 and facilitate  
72 lease transactions without being an advocate or agent for either party. If the landlord and Tenant are working with the same broker, Broker shall  
73 continue to function as a Transaction-Broker.

74  
75 **5. BROKERAGE DUTIES.** Brokerage Firm, acting through Broker, acting as either a Transaction-Broker or a Tenant's Agent, shall  
76 perform the following **Uniform Duties** when working with Tenant.

77 **5.1.** Broker shall exercise reasonable skill and care for Tenant, including but not limited to the following:

78 **5.1.1.** Performing the terms of any written or oral agreement with Tenant;

79 **5.1.2.** Presenting all offers to and from Tenant in a timely manner regardless of whether Tenant is already a party to a written  
80 agreement to Lease the Premises;

81 **5.1.3.** Disclosing to Tenant adverse material facts actually known by Broker;

82 **5.1.4.** Advising Tenant regarding the transaction and advising Tenant to obtain expert advice as to material matters about  
83 which Broker knows but the specifics of which are beyond the expertise of Broker;

84 **5.1.5.** Accounting in a timely manner for all money and property received; and

85 **5.1.6.** Keeping Tenant fully informed regarding the transaction.

86 **5.2.** Broker shall not disclose the following information without the informed consent of Tenant:

87 **5.2.1.** That Tenant is willing to pay more than the offered lease rate for the Premises;

88 **5.2.2.** What Tenant's motivating factors are;

89 **5.2.3.** That Tenant will agree to Lease terms other than those offered;

90 **5.2.4.** Any material information about Tenant unless disclosure is required by law or failure to disclose such information  
91 would constitute fraud or dishonest dealing; or

92 **5.2.5.** Any facts or suspicions regarding circumstances that could psychologically impact or stigmatize the Premises.

93 **5.3.** Tenant consents to Broker's disclosure of Tenant's confidential information to the supervising broker or designee for the purpose  
94 of proper supervision, provided such supervising broker or designee shall not further disclose such information without consent of Tenant, or use  
95 such information to the detriment of Tenant.

96 **5.4.** Broker may show premises in which Tenant is interested to other prospective tenants without breaching any duty or obligation to  
97 Tenant. Broker not shall be prohibited from showing competing tenants the same property and from assisting competing tenants in attempting to  
98 lease a particular property.

99 **5.5.** Broker shall not be obligated to seek other properties while Tenant is already a party to a lease or letter of intent to lease.

00 **5.6.** Broker has no duty to conduct an independent inspection of the Premises for the benefit of Tenant and has no duty to  
01 independently verify the accuracy or completeness of statements made by a landlord or independent inspectors. Broker has no duty to conduct an  
02 independent investigation of Tenant's financial condition or to verify the accuracy or completeness of any statement made by Tenant.

03 **5.7.** Broker shall disclose to any prospective landlord all adverse material facts actually known by Broker, including but not limited to  
04 adverse material facts concerning Tenant's financial ability to perform the terms of the transaction.

05 **5.8.** Tenant understands that Tenant shall not be liable for Broker's acts or omissions that have not been approved, directed, or ratified  
06 by Tenant.

07 **6. ADDITIONAL DUTIES OF TENANT'S AGENT.** If the Tenant Agency box at the top of page 1 is checked, Broker is Tenant's  
08 Agent, with the following additional duties:

09 **6.1.** Promoting the interests of Tenant with the utmost good faith, loyalty and fidelity.

10 **6.2.** Seeking lease rates and terms that are acceptable to Tenant.

11 **6.3.** Counseling Tenant as to any material benefits or risks of a transaction that are actually known by Broker.

12  
13 **7. COMPENSATION TO BROKERAGE FIRM.** In consideration of the services to be performed by Broker, Tenant shall pay Brokerage  
14 Firm as set forth in this section, with no discount or allowance for any efforts made by Tenant or any other person. Brokerage Firm shall be  
15 entitled to receive additional compensation, bonuses, and incentives paid by listing brokerage firm or landlord. Broker shall inform Tenant of the  
16 fee to be paid to Brokerage Firm and, if there is a written agreement, Broker shall supply a copy to Tenant, upon written request of Tenant.

17  
18 **Check Compensation Arrangement:**

19  **7.1. Listing Brokerage Firm, Landlord or Sublandlord May Pay. Tenant is NOT Obligated to Pay.** Broker is authorized to obtain  
20 payment of the Brokerage Firm's fee from the listing brokerage firm, landlord or sublandlord. Tenant shall **not** be obligated to pay Brokerage  
21 Firm's fee. This section shall apply to  **New Premises**  **Tenant's Existing Premises**  **Both.**

22  **7.2. Listing Brokerage Firm, Landlord or Sublandlord May Pay. Tenant IS Obligated to Pay.** Broker is authorized and instructed  
23 to request payment of the Brokerage Firm's fee from the listing brokerage firm, landlord or sublandlord. Tenant shall be obligated to pay any  
24 portion of Brokerage Firm's fee as described below which is not paid by the listing brokerage firm, landlord or sublandlord. This section shall  
25 apply to  **New Premises**  **Tenant's Existing Premises**  **Both.**

26  **7.3. Tenant Will Pay.** Tenant shall be obligated to pay the Brokerage Firm's fee as described in this § 7.3.

27  **7.3.1. Success Fee.** Brokerage Firm shall be paid by Tenant as follows:

28 **7.3.1.1. Amount.** \$ \_\_\_\_\_ **Per Square Foot** per \_\_\_\_\_, up to a maximum of \_\_\_\_\_; or \_\_\_\_\_

29 \_\_\_\_\_

30 **7.3.1.2.** \_\_\_\_% of the  **Net**  **Gross** amount of rent payable under the lease up to a maximum of

31 \_\_\_\_\_.

32 **7.3.1.3. Adjusted Amount.**  **See Section 17. Additional Provisions** or  **Other** \_\_\_\_\_.

33 **7.3.1.4. When Earned.** The Success Fee is earned by the Brokerage Firm upon the execution of the Lease. One-half of

34 this fee shall be paid upon the execution of the Lease and one-half upon possession of the Premises by Tenant or as follows: \_\_\_\_\_.

35  **7.3.2. Hourly Fee.** Brokerage Firm shall be paid \$ \_\_\_\_\_ per hour for time spent by Broker pursuant to this Tenant

36 Listing Contract, up to a maximum total fee of \$ \_\_\_\_\_. This hourly fee shall be paid to Brokerage Firm upon receipt of an invoice from

37 Brokerage Firm.

38  **7.3.3. Retainer Fee.** Tenant shall pay Brokerage Firm a nonrefundable retainer fee of \$ \_\_\_\_\_ due and payable upon

39 signing of this Tenant Listing Contract. This amount  **Shall**  **Shall Not** be credited against other fees payable to Brokerage Firm under this

40 section.

41  **7.3.4. Other Compensation.** \_\_\_\_\_

42 If no box is checked above, then § 7.3. (Tenant Will Pay) shall apply.

43 **7.3.5. Fee for Extension or Renewal.** If the Lease, executed after the date of this Tenant Listing Contract, contains an option

44 to extend or renew, Brokerage Firm  **Shall**  **Shall Not** be paid a fee upon exercise of such extension or renewal option. If Brokerage Firm is

45 to be paid a fee for such extension or renewal, the amount of such fee and its payment shall be as follows: \_\_\_\_\_.

46  **7.4. Purchase Fee.** If the box in § 3.5.2 is checked and if Brokerage firm is unable to obtain payment of Brokerage Firm's entire fee

47 from listing brokerage firm or seller, Tenant shall pay Brokerage Firm a fee equal to the greater of \$ \_\_\_\_\_ or \_\_\_\_% of the purchase price

48 for the Premises, less any amounts paid by the listing brokerage firm or seller, payable upon delivery of deed.

49 **7.5. Holdover Period.** Brokerage Firm's fee shall apply to Premises leased [or purchased if § 3.5.2 is checked] during the Term of this

50 Tenant Listing Contract or any extensions and shall also apply to Premises leased or purchased within \_\_\_\_ calendar days after this Tenant

51 Listing Contract expires or is terminated (Holdover Period) if the Premises is one on which Broker negotiated and if Broker submitted its address

52 or other description in writing to Tenant during the Term. However, if a commission is earned by another real estate brokerage firm acting

53 pursuant to an exclusive agreement with Tenant entered into during the Holdover Period, Tenant  **Shall**  **Shall Not** owe the compensation

54 under §§ 7.3.1, 7.3.2, 7.3.4 and 7.4 as indicated.

55

56 **8. LIMITATION ON THIRD-PARTY COMPENSATION.** Neither Broker nor Brokerage Firm, except as set forth in § 7, shall accept

57 compensation from any other person or entity in connection with the Premises without the written consent of Tenant. Additionally, neither

58 Broker nor Brokerage Firm shall be permitted to assess and receive mark-ups or other compensation for services performed by any third party or

59 affiliated business entity unless Tenant signs a separate written consent for such services.

60

61 **9. TENANT'S OBLIGATIONS TO BROKER.** Tenant agrees to conduct all negotiations for the Lease of the Premises only through

62 Broker, and to refer to Broker all communications received in any form from real estate brokers, prospective landlords, owners, or any other

63 source during the Term of this Tenant Listing Contract. Tenant represents that Tenant  **Is**  **Is Not** currently a party to any agreement with

64 any other broker to represent or assist Tenant in the location or Lease of the Premises.

65

66 **10. COST OF SERVICES OR PRODUCTS OBTAINED FROM OUTSIDE SOURCES.** Broker will not obtain or order products or

67 services from outside sources unless Tenant has agreed to pay for them promptly when due (examples: space planning, drawings, surveys, radon

68 tests, soil tests, title reports, engineering studies, property inspections). Neither Broker nor Brokerage Firm shall be obligated to advance funds

69 for Tenant. Tenant shall reimburse Brokerage Firm for payments made by Brokerage Firm for such products or services authorized by Tenant.

70

71 **11. BROKERAGE SERVICES: SHOWING PREMISES.**

72 **11.1 Brokerage Services.** The Broker shall provide brokerage services to Tenant. The following additional tasks shall be performed by

73 Broker:

74

75

76 **11.2 Showing Properties.** Tenant acknowledges that Broker has explained the possible methods used by listing brokers, landlords and

77 sublandlords to show premises, and the limitations (if any) on Tenant and Broker being able to access premises due to such methods. Broker's

78 limitations on accessing premises are as follows: \_\_\_\_\_. Broker, through Brokerage Firm, has access to the following multiple listing

79 services and property information services: \_\_\_\_\_.

80

81 **12. DISCLOSURE OF TENANT'S IDENTITY.** Broker  **Does**  **Does Not** have Tenant's permission to disclose Tenant's identity to

82 third parties without prior written consent of Tenant.

83

84 **13. NONDISCRIMINATION.** The parties agree not to discriminate unlawfully against any prospective landlord because of the race, creed,

85 color, sex, sexual orientation, marital status, familial status, physical or mental disability, handicap, religion, national origin or ancestry of such

86 person.

87

88 **14. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this document, Tenant acknowledges that Broker has advised

89 that this document has important legal consequences and has recommended consultation with legal and tax or other counsel before signing this

90 Tenant Listing Contract.

91

92 **15. MEDIATION.** If a dispute arises relating to this Tenant Listing Contract, prior to or after possession of the Premises, and is not

93 resolved, the parties shall first proceed in good faith to submit the matter to mediation. Mediation is a process in which the parties meet with an

94 impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the  
95 dispute must agree, in writing, before any settlement is binding. The parties will jointly appoint an acceptable mediator and will share equally in  
96 the cost of such mediation. The mediation, unless otherwise agreed, shall terminate in the event the entire dispute is not resolved within 30  
97 calendar days of the date written notice requesting mediation is sent by one party to the other at the party's last known address.  
98

99 **16. ATTORNEY FEES.** In the event of arbitration or litigation relating to this Tenant Listing Contract, the arbitrator or court shall award to  
00 the prevailing party all reasonable costs and expenses, including attorney and legal fees.  
01

02 **17. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate Commission.)  
03

04  
05  
06 **18. ATTACHMENTS.** The following are a part of this Tenant Listing Contract:  
07

08  
09 **19. NOTICE, DELIVERY AND CHOICE OF LAW.**

10 **19.1. Physical Delivery.** All notices must be in writing, except as provided in § 19.2. Any document, including a signed document or  
11 notice, delivered to the other party to this Tenant Listing Contract, is effective upon physical receipt. Delivery to Tenant shall be effective when  
12 physically received by Tenant, any individual of Tenant or representative of Tenant.

13 **19.2. Electronic Delivery.** As an alternative to physical delivery, any document, including a signed document or written notice may be  
14 delivered in electronic form only by the following indicated methods:  Facsimile  Email  Internet  No Electronic Delivery.  
15 Documents with original signatures shall be provided upon request of any party.

16 **19.3. Choice of Law.** This Tenant Listing Contract and all disputes arising hereunder shall be governed by and construed in accordance  
17 with the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in this state for property located in  
18 Colorado.  
19

20 **20. MODIFICATION OF THIS CONTRACT.** No subsequent modification of any of the terms of this Tenant Listing Contract shall be  
21 valid, binding upon the parties, or enforceable unless in writing and signed by the parties.  
22

23 **21. COUNTERPARTS.** If more than one person is named as a Tenant herein, this Tenant Listing Contract may be executed by each Tenant,  
24 separately, and when so executed, such copies taken together with one executed by Broker on behalf of Brokerage Firm shall be deemed to be a  
25 full and complete contract between the parties.  
26

27 **22. ENTIRE AGREEMENT.** This agreement constitutes the entire contract between the parties and any prior agreements, whether oral or  
28 written, have been merged and integrated into this Tenant Listing Contract.  
29

30 **23. COPY OF CONTRACT.** Tenant acknowledges receipt of a copy of this Tenant Listing Contract signed by Broker, including all  
31 attachments.  
32

33 Brokerage Firm authorizes Broker to execute this Tenant Listing Contract on behalf of Brokerage Firm.  
34

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Tenant's Name: \_\_\_\_\_

Broker's Name: \_\_\_\_\_

\_\_\_\_\_  
Tenant's Signature

\_\_\_\_\_  
Broker's Signature

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Brokerage Firm's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

**THIS IS A BINDING CONTRACT. THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.**

**Compensation charged by real estate brokerage firms is not set by law. Such charges are established by each real estate brokerage firm.**

**DIFFERENT BROKERAGE RELATIONSHIPS ARE AVAILABLE WHICH INCLUDE BUYER AGENCY, SELLER AGENCY OR TRANSACTION-BROKERAGE.**

**EXCLUSIVE RIGHT-TO-SELL LISTING CONTRACT**

**SELLER AGENCY**     **TRANSACTION-BROKERAGE**

Date: \_\_\_\_\_

**1. AGREEMENT.** Seller and Brokerage Firm enter into this exclusive, irrevocable contract (Seller Listing Contract) as of the date set forth above.

**2. BROKER AND BROKERAGE FIRM.**

**2.1. Multiple-Person Firm.** If this box is checked, the individual designated by Brokerage Firm to serve as the broker of Seller and to perform the services for Seller required by this Seller Listing Contract is called Broker. If more than one individual is so designated, then references in this Seller Listing Contract to Broker shall include all persons so designated, including substitute or additional brokers. The brokerage relationship exists only with Broker and does not extend to the employing broker, Brokerage Firm or to any other brokers employed or engaged by Brokerage Firm who are not so designated.

**2.2. One-Person Firm.** If this box is checked, Broker is a real estate brokerage firm with only one licensed natural person. References in this Seller Listing Contract to Broker or Brokerage Firm mean both the licensed natural person and brokerage firm who shall serve as the broker of Seller and perform the services for Seller required by this Seller Listing Contract.

**3. DEFINED TERMS.**

**3.1. Seller:** \_\_\_\_\_

**3.2. Brokerage Firm:** \_\_\_\_\_

**3.3. Broker:** \_\_\_\_\_

**3.4. Property.** The Property is the following legally described real estate in the County of \_\_\_\_\_, Colorado:

known as No. \_\_\_\_\_  
Street Address City State Zip

together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto, and all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded.

**3.5. Sale.**

**3.5.1.** A Sale is the voluntary transfer or exchange of any interest in the Property or the voluntary creation of the obligation to convey any interest in the Property, including a contract or lease. It also includes an agreement to transfer any ownership interest in an entity which owns the Property.

**3.5.2.** If this box is checked, Seller authorizes Broker to negotiate leasing the Property. Lease of the Property or Lease means any lease of an interest in the Property.

**3.6. Listing Period.** The Listing Period of this Seller Listing Contract shall begin on \_\_\_\_\_, and shall continue through the earlier of (1) completion of the Sale of the Property or (2) \_\_\_\_\_. Broker shall continue to assist in the completion of any transaction for which compensation is payable to Brokerage Firm under § 7 of this Seller Listing Contract.

**3.7. Applicability of Terms.** A check or similar mark in a box means that such provision is applicable. The abbreviation "N/A" or the word "Deleted" means not applicable. The abbreviation "MEC" (mutual execution of this contract) means the latest date upon which both parties have signed this Seller Listing Contract.

**3.8. Day; Computation of Period of Days, Deadline.**

**3.8.1. Day.** As used in this Seller Listing Contract, the term "day" shall mean the entire day ending at 11:59 p.m., United States Mountain Time (Standard or Daylight Savings as applicable).

55 **3.8.2. Computation of Period of Days, Deadline.** In computing a period of days, when the ending date is not specified, the first  
56 day is excluded and the last day is included, e.g., three days after MEC. If any deadline falls on a Saturday, Sunday or federal or Colorado state  
57 holiday (Holiday), such deadline  **Shall**  **Shall Not** be extended to the next day not a Saturday, Sunday or Holiday. Should neither box be  
58 checked, the deadline shall not be extended.  
59

#### 60 **4. BROKERAGE RELATIONSHIP.**

61 **4.1.** If the Seller Agency box at the top of page 1 is checked, Broker shall represent Seller as a Seller's limited agent (Seller's Agent). If  
62 the Transaction-Brokerage box at the top of page 1 is checked, Broker shall act as a Transaction-Broker.

63 **4.2. In-Company Transaction – Different Brokers.** When Seller and buyer in a transaction are working with different brokers, those  
64 brokers continue to conduct themselves consistent with the brokerage relationships they have established. Seller acknowledges that Brokerage  
65 Firm is allowed to offer and pay compensation to brokers within Brokerage Firm working with a buyer.

66 **4.3. In-Company Transaction – One Broker.** If Seller and buyer are both working with the same broker, Broker shall function as:

67 **4.3.1. Seller's Agent.** If the Seller Agency box at the top of page 1 is checked, the parties agree the following applies:

68 **4.3.1.1. Seller Agency Only.** Unless the box in § 4.3.1.2 (**Seller Agency Unless Brokerage Relationship with Both**) is  
69 checked, Broker shall represent Seller as Seller's Agent and shall treat the buyer as a customer. A customer is a party to a transaction with whom  
70 Broker has no brokerage relationship. Broker shall disclose to such customer Broker's relationship with Seller.

71  **4.3.1.2. Seller Agency Unless Brokerage Relationship with Both.** If this box is checked, Broker shall represent Seller  
72 as Seller's Agent and shall treat the buyer as a customer, unless Broker currently has or enters into an agency or Transaction-Brokerage  
73 relationship with the buyer, in which case Broker shall act as a Transaction-Broker.

74 **4.3.2. Transaction-Broker.** If the Transaction-Brokerage box at the top of page 1 is checked, or in the event neither box is  
75 checked, Broker shall work with Seller as a Transaction-Broker. A Transaction-Broker shall perform the duties described in § 5 and facilitate  
76 sales transactions without being an advocate or agent for either party. If Seller and buyer are working with the same broker, Broker shall  
77 continue to function as a Transaction-Broker.  
78

79 **5. BROKERAGE DUTIES.** Brokerage Firm, acting through Broker, as either a Transaction-Broker or a Seller's Agent, shall perform the  
80 following **Uniform Duties** when working with Seller:

81 **5.1.** Broker shall exercise reasonable skill and care for Seller, including, but not limited to the following:

82 **5.1.1.** Performing the terms of any written or oral agreement with Seller;

83 **5.1.2.** Presenting all offers to and from Seller in a timely manner regardless of whether the Property is subject to a contract for  
84 Sale;

85 **5.1.3.** Disclosing to Seller adverse material facts actually known by Broker;

86 **5.1.4.** Advising Seller regarding the transaction and advising Seller to obtain expert advice as to material matters about which  
87 Broker knows but the specifics of which are beyond the expertise of Broker;

88 **5.1.5.** Accounting in a timely manner for all money and property received; and

89 **5.1.6.** Keeping Seller fully informed regarding the transaction.

90 **5.2.** Broker shall not disclose the following information without the informed consent of Seller:

91 **5.2.1.** That Seller is willing to accept less than the asking price for the Property;

92 **5.2.2.** What the motivating factors are for Seller to sell the Property;

93 **5.2.3.** That Seller will agree to financing terms other than those offered;

94 **5.2.4.** Any material information about Seller unless disclosure is required by law or failure to disclose such information would  
95 constitute fraud or dishonest dealing; or

96 **5.2.5.** Any facts or suspicions regarding circumstances that could psychologically impact or stigmatize the Property.

97 **5.3.** Seller consents to Broker's disclosure of Seller's confidential information to the supervising broker or designee for the purpose of  
98 proper supervision, provided such supervising broker or designee shall not further disclose such information without consent of Seller, or use  
99 such information to the detriment of Seller.

00 **5.4.** Brokerage Firm may have agreements with other sellers to market and sell their property. Broker may show alternative properties  
01 not owned by Seller to other prospective buyers and list competing properties for sale.

02 **5.5.** Broker shall not be obligated to seek additional offers to purchase the Property while the Property is subject to a contract for Sale.

03 **5.6.** Broker has no duty to conduct an independent inspection of the Property for the benefit of a buyer and has no duty to independently  
04 verify the accuracy or completeness of statements made by Seller or independent inspectors. Broker has no duty to conduct an independent  
05 investigation of a buyer's financial condition or to verify the accuracy or completeness of any statement made by a buyer.

06 **5.7.** Seller understands that Seller shall not be liable for Broker's acts or omissions that have not been approved, directed, or ratified by  
07 Seller.

08 **5.8.** When asked, Broker  **Shall**  **Shall Not** disclose to prospective buyers and cooperating brokers the existence of offers on the  
09 Property and whether the offers were obtained by Broker, a broker within Brokerage Firm or by another broker.  
10

11 **6. ADDITIONAL DUTIES OF SELLER'S AGENT.** If the Seller Agency box at the top of page 1 is checked, Broker is Seller's Agent,  
12 with the following additional duties:

13 **6.1.** Promoting the interests of Seller with the utmost good faith, loyalty and fidelity.

14 **6.2.** Seeking a price and terms that are set forth in this Seller Listing Contract.

15 **6.3.** Counseling Seller as to any material benefits or risks of a transaction that are actually known by Broker.  
16

17 **7. COMPENSATION TO BROKERAGE FIRM; COMPENSATION TO COOPERATIVE BROKER.** Seller agrees that any Brokerage  
18 Firm compensation that is conditioned upon the Sale of the Property shall be earned by Brokerage Firm as set forth herein without any discount  
19 or allowance for any efforts made by Seller or by any other person in connection with the Sale of the Property.

20 **7.1. Amount.** In consideration of the services to be performed by Broker, Seller agrees to pay Brokerage Firm as follows:

21 **7.1.1. Sale Commission.** (1) \_\_\_\_\_% of the gross purchase price or (2) \_\_\_\_\_, in U.S. dollars.

22 7.1.2. **Lease Commission.** If the box in § 3.5.2 is checked, Brokerage Firm shall be paid a fee equal to (1) \_\_\_\_\_% of the  
23 gross rent under the lease, or (2) \_\_\_\_\_, in U.S. dollars, payable as follows: \_\_\_\_\_.

24 7.2. **When Earned.** Such commission shall be earned upon the occurrence of any of the following:

25 7.2.1. Any Sale of the Property within the Listing Period by Seller, by Broker or by any other person;

26 7.2.2. Broker finding a buyer who is ready, willing and able to complete the transaction as specified herein by Seller; or

27 7.2.3. Any Sale (or Lease if § 3.5.2 is checked) of the Property within \_\_\_\_\_ calendar days subsequent to the expiration of the  
28 Listing Period (Holdover Period) to anyone with whom Broker negotiated and whose name was submitted, in writing, to Seller by Broker during  
29 the Listing Period (including any extensions thereof). However, Seller  **Shall**  **Shall Not** owe the commission to Brokerage Firm under this  
30 § 7.2.3 if a commission is earned by another licensed real estate brokerage firm acting pursuant to an exclusive agreement entered into during the  
31 Holdover Period.

32 7.3. **When Applicable and Payable.** The commission obligation shall apply to a Sale made during the Listing Period or any extension  
33 of such original or extended term. The commission described in § 7.1.1 shall be payable at the time of the closing of the Sale, or, if there is no  
34 closing (due to the refusal or neglect of Seller) then on the contracted date of closing, as contemplated by § 7.2.1 or § 7.2.3, or upon fulfillment of  
35 § 7.2.2 where the offer made by such buyer is not accepted by Seller.

36 7.4. **Other Compensation.** \_\_\_\_\_

37 7.5. **Cooperative Broker Compensation.** Broker shall seek assistance from, and Brokerage Firm offers compensation to, outside  
38 brokerage firms, whose brokers are acting as:

39  **Buyer Agents:** \_\_\_\_\_% of the gross sales price or \_\_\_\_\_, in U.S. dollars.

40  **Transaction-Brokers:** \_\_\_\_\_% of the gross sales price or \_\_\_\_\_, in U.S. dollars.

41  
42 8. **LIMITATION ON THIRD-PARTY COMPENSATION.** Neither Broker nor the Brokerage Firm, except as set forth in § 7, shall accept  
43 compensation from any other person or entity in connection with the Property without the written consent of Seller. Additionally, neither Broker  
44 nor Brokerage Firm shall assess or receive mark-ups or other compensation for services performed by any third party or affiliated business entity  
45 unless Seller signs a separate written consent.

46  
47 9. **OTHER BROKERS' ASSISTANCE, MULTIPLE LISTING SERVICES (MLS) AND MARKETING.** Seller has been advised by  
48 Broker of the advantages and disadvantages of various marketing methods, including advertising and the use of MLS and various methods of  
49 making the Property accessible by other brokerage firms (e.g., using lock boxes, by-appointment-only showings, etc.), and whether some  
50 methods may limit the ability of another broker to show the Property. After having been so advised, Seller has chosen the following (check all  
51 that apply):

52 9.1. **MLS/Information Exchange.**

53 9.1.1. The Property  **Shall**  **Shall Not** be submitted to one or more MLS and  **Shall**  **Shall Not** be submitted to one or  
54 more property information exchanges. If submitted, Seller authorizes Broker to provide timely notice of any status change to such MLS and  
55 information exchanges. Upon transfer of deed from Seller to buyer, Seller authorizes Broker to provide sales information to such MLS and  
56 information exchanges.

57 9.1.2. Seller authorizes the use of electronic and all other marketing methods except: \_\_\_\_\_.

58 9.1.3. Seller further authorizes use of the data by MLS and property information exchanges, if any.

59 9.1.4. The Property Address  **Shall**  **Shall Not** be displayed on the Internet.

60 9.1.5. The Property Listing  **Shall**  **Shall Not** be displayed on the Internet.

61 9.2. **Property Access.** Access to the Property may be by:

62  Lock Box

63  \_\_\_\_\_

64 Other instructions: \_\_\_\_\_

65 9.3. **Broker Marketing.** The following specific marketing tasks shall be performed by Broker:

66  
67  
68  
69 9.4. **Brokerage Services.** The Broker shall provide brokerage services to Seller.

70  
71 10. **SELLER'S OBLIGATIONS TO BROKER; DISCLOSURES AND CONSENT.**

72 10.1. **Negotiations and Communication.** Seller agrees to conduct all negotiations for the Sale of the Property only through Broker, and  
73 to refer to Broker all communications received in any form from real estate brokers, prospective buyers, tenants or any other source during the  
74 Listing Period of this Seller Listing Contract.

75 10.2. **Advertising.** Seller agrees that any advertising of the Property by Seller (e.g., Internet, print and signage) shall first be approved by  
76 Broker.

77 10.3. **No Existing Listing Agreement.** Seller represents that Seller  **Is**  **Is Not** currently a party to any listing agreement with any  
78 other broker to sell the Property.

79 10.4. **Ownership of Materials and Consent.** Seller represents that all materials (including all photographs, renderings, images or other  
80 creative items) supplied to Broker by or on behalf of Seller are owned by Seller, except as Seller has disclosed in writing to Broker. Seller is  
81 authorized to and grants to Broker, Brokerage Firm and any multiple listing service (that Broker submits the Property to) a nonexclusive  
82 irrevocable, royalty-free license to use such material for marketing of the Property, reporting as required and the publishing, display and  
83 reproduction of such material, compilation and data. This license shall survive the termination of this Seller Listing Contract.

84 10.5. **Colorado Foreclosure Protection Act.** The Colorado Foreclosure Protection Act (Act) generally requires that (1) the Property is  
85 residential, (2) any loan secured by the Property is at least thirty days delinquent or in default, and (3) Buyer does not reside in the Property for at  
86 least one year. If all requirements 1, 2 and 3 are met and the Act otherwise applies, then a different contract that complies with the provisions of  
87 the Act is required. Therefore, if the Act applies, Seller agrees, Broker is **not** authorized to prepare such a contract for the sale of the Property. It  
88 is recommended that an attorney prepare the required documents.

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**11. PRICE AND TERMS.** The following Price and Terms are acceptable to Seller:

**11.1. Price.** U.S. \$ \_\_\_\_\_

**11.2. Terms.**  Cash  Conventional  FHA  VA

Other: \_\_\_\_\_

**11.3. Loan Discount Points.** \_\_\_\_\_

**11.4. Buyer's Closing Costs (FHA/VA).** Seller shall pay closing costs and fees, not to exceed \$ \_\_\_\_\_, that Buyer is not allowed by law to pay, for tax service and \_\_\_\_\_.

**11.5. Earnest Money.** Minimum amount of earnest money deposit U.S. \$ \_\_\_\_\_ in the form of \_\_\_\_\_.

**11.6. Seller Proceeds.** Seller will receive net proceeds of closing as indicated:  Cashier's Check at Seller's expense;  Funds Electronically Transferred (Wire Transfer) to an account specified by Seller, at Seller's expense; or  Closing Company's Trust Account Check.

**11.7. Advisory: Tax Withholding.** The Internal Revenue Service and the Colorado Department of Revenue may require closing company to withhold a substantial portion of the proceeds of this Sale when Seller either (1) is a foreign person or (2) will not be a Colorado resident after closing. Seller should inquire of Seller's tax advisor to determine if withholding applies or if an exemption exists.

**12. DEPOSITS.** Brokerage Firm is authorized to accept earnest money deposits received by Broker pursuant to a proposed Sale contract. Brokerage Firm is authorized to deliver the earnest money deposit to the closing agent, if any, at or before the closing of the Sale contract.

**13. INCLUSIONS AND EXCLUSIONS.**

**13.1. Inclusions.** The Purchase Price includes the following items (Inclusions):

**13.1.1. Fixtures.** If attached to the Property on the date of this Seller Listing Contract, lighting, heating, plumbing, ventilating, and air conditioning fixtures, TV antennas, inside telephone, network and coaxial (cable) wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, built-in kitchen appliances, sprinkler systems and controls, built-in vacuum systems (including accessories), garage door openers including \_\_\_\_\_ remote controls; and

**13.1.2. Personal Property.** If on the Property whether attached or not on the date of this Seller Listing Contract: storm windows, storm doors, window and porch shades, awnings, blinds, screens, window coverings, curtain rods, drapery rods, fireplace inserts, fireplace screens, fireplace grates, heating stoves, storage sheds, and all keys. If checked, the following are included:  Water Softeners  Smoke/Fire Detectors  Security Systems  Satellite Systems (including satellite dishes); and

The Personal Property to be conveyed at closing shall be conveyed by Seller free and clear of all taxes (except personal property taxes for the year of closing), liens and encumbrances, except \_\_\_\_\_.  
Conveyance shall be by bill of sale or other applicable legal instrument.

**13.1.3. Trade Fixtures.** The following trade fixtures: \_\_\_\_\_

The Trade Fixtures to be conveyed at closing shall be conveyed by Seller, free and clear of all taxes (except personal property taxes for the year of closing), liens and encumbrances, except \_\_\_\_\_.  
Conveyance shall be by bill of sale or other applicable legal instrument.

**13.1.4. Parking and Storage Facilities.**  Use Only  Ownership of the following parking facilities: \_\_\_\_\_; and  
 Use Only  Ownership of the following storage facilities: \_\_\_\_\_.

**13.1.5. Water Rights.** The following legally described water rights:

Any water rights shall be conveyed by \_\_\_\_\_ deed or other applicable legal instrument. The Well Permit # is \_\_\_\_\_.

**13.1.6. Growing Crops.** The following growing crops:

**13.2. Exclusions.** The following are excluded (Exclusions): \_\_\_\_\_

**14. TITLE AND ENCUMBRANCES.** Seller represents to Broker that title to the Property is solely in Seller's name. Seller shall deliver to Broker true copies of all relevant title materials, leases, improvement location certificates and surveys in Seller's possession and shall disclose to Broker all easements, liens and other encumbrances, if any, on the Property, of which Seller has knowledge. Seller authorizes the holder of any obligation secured by an encumbrance on the Property to disclose to Broker the amount owing on said encumbrance and the terms thereof. In case of Sale, Seller agrees to convey, by a \_\_\_\_\_ deed, only that title Seller has in the Property. Property shall be conveyed free and clear of all taxes, except the general taxes for the year of closing.

All monetary encumbrances (such as mortgages, deeds of trust, liens, financing statements) shall be paid by Seller and released except as Seller and buyer may otherwise agree. Existing monetary encumbrances are as follows: \_\_\_\_\_.

The Property is subject to the following leases and tenancies: \_\_\_\_\_.

If the Property has been or will be subject to any governmental liens for special improvements installed at the time of signing a Sale contract, Seller shall be responsible for payment of same, unless otherwise agreed. Brokerage Firm may terminate this Seller Listing Contract upon written notice to Seller that title is not satisfactory to Brokerage Firm.

**15. EVIDENCE OF TITLE.** Seller agrees to furnish buyer, at Seller's expense, a current commitment and an owner's title insurance policy in an amount equal to the Purchase Price in the form specified in the Sale contract, or if this box is checked,  An Abstract of Title certified to a current date.

57 **16. ASSOCIATION ASSESSMENTS.** Seller represents that the amount of the regular owners' association assessment is currently payable at  
58 \$ \_\_\_\_\_ per \_\_\_\_\_ and that there are no unpaid regular or special assessments against the Property except the current regular  
59 assessments and except \_\_\_\_\_. Seller agrees to promptly request the owners' association to deliver to buyer before date of  
60 closing a current statement of assessments against the Property.  
61

62 **17. POSSESSION.** Possession of the Property shall be delivered to buyer as follows: \_\_\_\_\_,  
63 subject to leases and tenancies as described in § 11.  
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65 **18. MATERIAL DEFECTS, DISCLOSURES AND INSPECTION.**

66 **18.1. Broker's Obligations.** Colorado law requires a broker to disclose to any prospective buyer all adverse material facts actually known  
67 by such broker including but not limited to adverse material facts pertaining to the title to the Property and the physical condition of the Property,  
68 any material defects in the Property, and any environmental hazards affecting the Property which are required by law to be disclosed. These  
69 types of disclosures may include such matters as structural defects, soil conditions, violations of health, zoning or building laws, and  
70 nonconforming uses and zoning variances. Seller agrees that any buyer may have the Property and Inclusions inspected and authorizes Broker to  
71 disclose any facts actually known by Broker about the Property.

72 **18.2. Seller's Obligations.**

73 **18.2.1. Seller's Property Disclosure Form.** A seller is not required by law to provide a written disclosure of adverse matters  
74 regarding the Property. However, disclosure of known material latent (not obvious) defects is required by law. Seller  **Agrees**  **Does Not**  
75 **Agree** to provide a Seller's Property Disclosure form completed to the best of Seller's current, actual knowledge.

76 **18.2.2. Lead-Based Paint.** Unless exempt, if the improvements on the Property include one or more residential dwellings for  
77 which a building permit was issued prior to January 1, 1978, a completed Lead-Based Paint Disclosure (Sales) form must be signed by Seller and  
78 the real estate licensees, and given to any potential buyer in a timely manner.

79 **18.2.3. Carbon Monoxide Alarms.** Note: If the improvements on the Property have a fuel-fired heater or appliance, a fireplace,  
80 or an attached garage and one or more rooms lawfully used for sleeping purposes (Bedroom), Seller understands that Colorado law requires that  
81 Seller assure the Property has an operational carbon monoxide alarm installed within fifteen feet of the entrance to each Bedroom or in a location  
82 as required by the applicable building code, prior to offering the Property for sale or lease.

83 **18.3. Right of Broker to Terminate.** Although Broker has no obligation to investigate or inspect the Property, and no duty to verify  
84 statements made, Broker shall have the right to terminate this Seller Listing Contract if the physical condition of the Property, Inclusions, any  
85 proposed or existing transportation project, road, street or highway, or any other activity, odor or noise (whether on or off the Property) and its  
86 effect or expected effect on the Property or its occupants, or if any facts or suspicions regarding circumstances that could psychologically impact  
87 or stigmatize the Property are unsatisfactory to Broker.  
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90 **19. FORFEITURE OF PAYMENTS.** In the event of a forfeiture of payments made by a buyer, the sums received shall be divided between  
91 Brokerage Firm and Seller, one-half thereof to Brokerage Firm but not to exceed the Brokerage Firm compensation agreed upon herein, and the  
92 balance to Seller. Any forfeiture of payment under this section shall not reduce any Brokerage Firm compensation owed, earned and payable  
93 under § 7.  
94

95 **20. COST OF SERVICES AND REIMBURSEMENT.** Unless otherwise agreed upon in writing, Brokerage Firm shall bear all expenses  
96 incurred by Brokerage Firm, if any, to market the Property and to compensate cooperating brokerage firms, if any. Neither Broker nor Brokerage  
97 Firm shall obtain or order any other products or services unless Seller agrees in writing to pay for them promptly when due (examples: surveys,  
98 radon tests, soil tests, title reports, engineering studies). Unless otherwise agreed, neither Broker nor Brokerage Firm shall be obligated to  
99 advance funds for the benefit of Seller in order to complete a closing. Seller shall reimburse Brokerage Firm for payments made by Brokerage  
00 Firm for such products or services authorized by Seller.  
01

02 **21. DISCLOSURE OF SETTLEMENT COSTS.** Seller acknowledges that costs, quality, and extent of service vary between different  
03 settlement service providers (e.g., attorneys, lenders, inspectors and title companies).  
04

05 **22. MAINTENANCE OF THE PROPERTY.** Neither Broker nor Brokerage Firm shall be responsible for maintenance of the Property nor  
06 shall they be liable for damage of any kind occurring to the Property, unless such damage shall be caused by their negligence or intentional  
07 misconduct.  
08

09 **23. NONDISCRIMINATION.** The parties agree not to discriminate unlawfully against any prospective buyer because of the race, creed,  
10 color, sex, sexual orientation, marital status, familial status, physical or mental disability, handicap, religion, national origin or ancestry of such  
11 person.  
12

13 **24. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this document, Seller acknowledges that Broker has advised  
14 that this document has important legal consequences and has recommended consultation with legal and tax or other counsel before signing this  
15 Seller Listing Contract.  
16

17 **25. MEDIATION.** If a dispute arises relating to this Seller Listing Contract, prior to or after closing, and is not resolved, the parties shall first  
18 proceed in good faith to submit the matter to mediation. Mediation is a process in which the parties meet with an impartial person who helps to  
19 resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree, in writing,  
20 before any settlement is binding. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation.  
21 The mediation, unless otherwise agreed, shall terminate in the event the entire dispute is not resolved within 30 calendar days of the date written  
22 notice requesting mediation is delivered by one party to the other at the party's last known address.

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**26. ATTORNEY FEES.** In the event of any arbitration or litigation relating to this Seller Listing Contract, the arbitrator or court shall award to the prevailing party all reasonable costs and expenses, including attorney and legal fees.

**27. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate Commission.)

**28. ATTACHMENTS.** The following are a part of this Seller Listing Contract:

**29. NO OTHER PARTY OR INTENDED BENEFICIARIES.** Nothing in this Seller Listing Contract shall be deemed to inure to the benefit of any person other than Seller, Broker and Brokerage Firm.

**30. NOTICE, DELIVERY AND CHOICE OF LAW.**

**30.1. Physical Delivery.** All notices must be in writing, except as provided in § 30.2. Any document, including a signed document or notice, delivered to the other party to this Seller Listing Contract, is effective upon physical receipt. Delivery to Seller shall be effective when physically received by Seller, any individual of Seller or representative of Seller.

**30.2. Electronic Delivery.** As an alternative to physical delivery, any document, including any signed document or written notice may be delivered in electronic form only by the following indicated methods:  Facsimile  Email  Internet  No Electronic Delivery. Documents with original signatures shall be provided upon request of any party.

**30.3. Choice of Law.** This Seller Listing Contract and all disputes arising hereunder shall be governed by and construed in accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in this state for property located in Colorado.

**31. MODIFICATION OF THIS LISTING CONTRACT.** No subsequent modification of any of the terms of this Seller Listing Contract shall be valid, binding upon the parties, or enforceable unless made in writing and signed by the parties.

**32. COUNTERPARTS.** If more than one person is named as a Seller herein, this Seller Listing Contract may be executed by each Seller, separately, and when so executed, such copies taken together with one executed by Broker on behalf of Brokerage Firm shall be deemed to be a full and complete contract between the parties.

**33. ENTIRE AGREEMENT.** This agreement constitutes the entire contract between the parties, and any prior agreements, whether oral or written, have been merged and integrated into this Seller Listing Contract.

**34. COPY OF CONTRACT.** Seller acknowledges receipt of a copy of this Seller Listing Contract signed by Broker, including all attachments.

Brokerage Firm authorizes Broker to execute this Seller Listing Contract on behalf of Brokerage Firm.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Seller's Name: \_\_\_\_\_

Broker's Name: \_\_\_\_\_

\_\_\_\_\_  
Seller's Signature

\_\_\_\_\_  
Broker's Signature

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

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Email Address: \_\_\_\_\_

Brokerage Firm's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No. \_\_\_\_\_

Fax No. \_\_\_\_\_

Email Address: \_\_\_\_\_

DRAFT

**THIS IS A BINDING CONTRACT. THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.**

**Compensation charged by real estate brokerage firms is not set by law. Such charges are established by each real estate brokerage firm.**

**DIFFERENT BROKERAGE RELATIONSHIPS ARE AVAILABLE WHICH INCLUDE LANDLORD AGENCY, TENANT AGENCY, SELLER AGENCY, BUYER AGENCY OR TRANSACTION-BROKERAGE.**

## EXCLUSIVE RIGHT-TO-LEASE LISTING CONTRACT

LANDLORD AGENCY     TRANSACTION-BROKERAGE

Date: \_\_\_\_\_

**1. AGREEMENT.** Landlord and Brokerage Firm enter into this exclusive, irrevocable contract (Landlord Listing Contract) as of the date set forth above.

**2. BROKER AND BROKERAGE FIRM.**

**2.1. Multiple-Person Firm.** If this box is checked, the individual designated by Brokerage Firm to serve as the broker of Landlord and to perform the services for Landlord required by this Landlord Listing Contract is called Broker. If more than one individual is so designated, then references in this Landlord Listing Contract to Broker shall include all persons so designated, including substitute or additional brokers. The brokerage relationship exists only with Broker and does not extend to the employing broker, Brokerage Firm or to any other brokers employed or engaged by Brokerage Firm who are not so designated.

**2.2. One-Person Firm.** If this box is checked, Broker is a real estate brokerage firm with only one licensed natural person. References in this Landlord Listing Contract to Broker or Brokerage Firm mean both the licensed natural person and brokerage firm who shall serve as the broker of Landlord and perform the services for Landlord required by this Landlord Listing Contract.

**3. DEFINED TERMS.**

**3.1. Landlord:** \_\_\_\_\_

**3.2. Brokerage Firm:** \_\_\_\_\_

**3.3. Broker:** \_\_\_\_\_

**3.4. Premises.** The Premises is the following legally described real estate in the County of \_\_\_\_\_, Colorado,

known as No. \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip \_\_\_\_\_

together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto, and all interest of owner of the Premises (Owner) in vacated streets and alleys adjacent thereto, if applicable, except as herein excluded.

**3.5. Lease.**

**3.5.1.** Lease of the Premises or Lease means any lease of an interest in the Premises.

**3.5.2.** If this box is checked, Landlord, who represents to Broker that Landlord has the right and authority from Owner, authorizes Broker to negotiate the sale of the Premises. Sale of the Premises or Sale means the voluntary transfer or exchange of any interest in the Premises or the voluntary creation of the right to acquire any interest in the Premises. It also includes an agreement to transfer any ownership interest in an entity which owns the Premises.

**3.6. Listing Period.** The Listing Period of this Landlord Listing Contract shall begin on \_\_\_\_\_, and shall continue through the earlier of (1) completion of the Lease of the Premises or (2) \_\_\_\_\_. Broker shall continue to assist in the completion of any transaction for which compensation is payable to Brokerage Firm under § 7 of this Landlord Listing Contract.

**3.7. Applicability of Terms.** A check or similar mark in a box means that such provision is applicable. The abbreviation "N/A" or the word "Delete" means not applicable. The abbreviation "MEC" (mutual execution of this contract) means the latest date upon which both parties have signed this Landlord Listing Contract. For purposes of this agreement, Landlord includes sublandlord and tenant includes subtenant.

**3.8. Day; Computation of Period of Days, Deadline.**

**3.8.1. Day.** As used in this Landlord Listing Contract, the term "day" shall mean the entire day ending at 11:59 p.m., United States Mountain Time (Standard or Daylight Savings as applicable).

**3.8.2. Computation of Period of Days, Deadline.** In computing a period of days, when the ending date is not specified, the first day is excluded and the last day is included, e.g., three days after MEC. If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such deadline  **Shall**  **Shall Not** be extended to the next day not a Saturday, Sunday or Holiday. Should neither box be checked, the deadline shall not be extended.

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**4. BROKERAGE RELATIONSHIP.**

**4.1.** If the Landlord Agency box at the top of page 1 is checked, Broker shall represent Landlord as a Landlord's limited agent (Landlord's Agent). If the Transaction-Brokerage box at the top of page 1 is checked, Broker shall act as a Transaction-Broker.

**4.2. In-Company Transaction – Different Brokers.** When Landlord and tenant in a transaction are working with different brokers, those brokers continue to conduct themselves consistent with the brokerage relationships they have established. Landlord acknowledges that Brokerage Firm is allowed to offer and pay compensation to brokers within Brokerage Firm working with a tenant.

**4.3. In-Company Transaction – One Broker.** If Landlord and tenant are both working with the same broker, Broker shall function as:

**4.3.1. Landlord's Agent.** If the Landlord Agency box at the top of page 1 is checked, the parties agree the following applies:

**4.3.1.1. Landlord Agency Only.** Unless the box in § 4.3.1.2 (**Landlord Agency Unless Brokerage Relationship with Both**) is checked, Broker shall represent Landlord as Landlord's Agent and shall treat the tenant as a customer. A customer is a party to a transaction with whom Broker has no brokerage relationship. Broker shall disclose to such customer Broker's relationship with Landlord.

**4.3.1.2. Landlord Agency Unless Brokerage Relationship with Both.** If this box is checked, Broker shall represent Landlord as Landlord's Agent and shall treat the tenant as a customer, unless Broker currently has or enters into an agency or Transaction-Brokerage relationship with the tenant, in which case Broker shall act as a Transaction-Broker.

**4.3.2. Transaction-Broker.** If the Transaction-Brokerage box at the top of page 1 is checked, or in the event neither box is checked, Broker shall work with Landlord as a Transaction-Broker. A Transaction-Broker shall perform the duties described in § 5 and facilitate lease transactions without being an advocate or agent for either party. If Landlord and tenant are working with the same broker, Broker shall continue to function as a Transaction-Broker.

**5. BROKERAGE DUTIES.** Brokerage Firm, acting through Broker, as either a Transaction-Broker or a Landlord's Agent, shall perform the following **Uniform Duties** when working with Landlord:

**5.1.** Broker shall exercise reasonable skill and care for Landlord, including, but not limited to the following:

**5.1.1.** Performing the terms of any written or oral agreement with Landlord;

**5.1.2.** Presenting all offers to and from Landlord in a timely manner regardless of whether the Premises is subject to a lease or letter of intent to lease;

**5.1.3.** Disclosing to Landlord adverse material facts actually known by Broker;

**5.1.4.** Advising Landlord regarding the transaction and advising Landlord to obtain expert advice as to material matters about which Broker knows but the specifics of which are beyond the expertise of Broker;

**5.1.5.** Accounting in a timely manner for all money and property received; and

**5.1.6.** Keeping Landlord fully informed regarding the transaction.

**5.2.** Broker shall not disclose the following information without the informed consent of Landlord:

**5.2.1.** That Landlord is willing to accept less than the asking lease rate for the Premises;

**5.2.2.** What the motivating factors are for Landlord to lease the Premises;

**5.2.3.** That Landlord will agree to Lease terms other than those offered;

**5.2.4.** Any material information about Landlord unless disclosure is required by law or failure to disclose such information would constitute fraud or dishonest dealing; or

**5.2.5.** Any facts or suspicions regarding circumstances that could psychologically impact or stigmatize the Premises.

**5.3.** Landlord consents to Broker's disclosure of Landlord's confidential information to the supervising broker or designee for the purpose of proper supervision, provided such supervising broker or designee shall not further disclose such information without consent of Landlord, or use such information to the detriment of Landlord.

**5.4.** Brokerage Firm may have agreements with other landlords to market and lease their premises. Broker may show alternative properties not owned by Landlord to other prospective tenants and list competing properties for lease.

**5.5.** Broker shall not be obligated to seek additional offers to lease the Premises while the Premises is subject to a lease or letter of intent to lease.

**5.6.** Broker has no duty to conduct an independent inspection of the Premises for the benefit of a tenant and has no duty to independently verify the accuracy or completeness of statements made by Landlord or independent inspectors. Broker has no duty to conduct an independent investigation of a tenant's financial condition or to verify the accuracy or completeness of any statement made by a tenant.

**5.7.** Landlord understands that Landlord shall not be liable for Broker's acts or omissions that have not been approved, directed, or ratified by Landlord.

**5.8.** When asked, Broker  **Shall**  **Shall Not** disclose to prospective tenants and cooperating brokers the existence of offers on the Premises and whether the offers were obtained by Broker, a broker within Brokerage Firm or by another broker.

**6. ADDITIONAL DUTIES OF LANDLORD'S AGENT.** If the Landlord Agency box at the top of Page 1 is checked, Broker is Landlord's Agent, with the following additional duties:

**6.1.** Promoting the interests of Landlord with the utmost good faith, loyalty and fidelity.

**6.2.** Seeking lease rates and terms that are set forth in this Landlord Listing Contract.

**6.3.** Counseling Landlord as to any material benefits or risks of a transaction that are actually known by Broker.

**7. COMPENSATION TO BROKERAGE FIRM; COMPENSATION TO COOPERATIVE BROKER.** Landlord agrees that any Brokerage Firm compensation that is conditioned upon the Lease of the Premises shall be earned by Brokerage Firm as set forth herein without any discount or allowance for any efforts made by Landlord or by any other person in connection with the Lease of the Premises.

**7.1. Amount.** In consideration of the services to be performed by Broker, Landlord agrees to pay Brokerage Firm as follows:

**7.1.1. Lease Commission.** (1) \_\_\_\_\_% of the gross rent under the Lease, or (2) \_\_\_\_\_ in U.S. dollars.

**7.1.2. Sales Commission.** If the box in § 3.5.2 is checked, Brokerage Firm shall be paid a fee equal to (1) \_\_\_\_\_% of the gross purchase price or (2) \_\_\_\_\_, in U.S. dollars, payable only upon Broker procuring the buyer and upon delivery of deed.

**7.2. When Earned.** Such commission shall be earned upon the occurrence of any of the following:

**7.2.1.** Any Lease of the Premises within the Listing Period by Landlord, by Broker or by any other person;

26 7.2.2. Broker finding a tenant who is ready, willing and able to complete the transaction as specified herein by Landlord; or  
27 7.2.3. Any Lease (or Sale if § 3.5.2 is checked) of the Premises within \_\_\_\_\_ calendar days subsequent to the expiration of  
28 the Listing Period (Holdover Period) to anyone with whom Broker negotiated and whose name was submitted, in writing, to Landlord by Broker  
29 during the Listing Period (including any extensions thereof). However, Landlord  Shall  Shall Not owe the commission to Brokerage Firm  
30 under this § 7.2.3 if a commission is earned by another licensed real estate brokerage firm acting pursuant to an exclusive agreement entered into  
31 during the Holdover Period.

32 7.3. **When Applicable and Payable.** The commission obligation shall apply to a Lease made during the Listing Period or any  
33 extension of such original or extended term. The commission described in § 7.1.1 shall be payable upon execution of the Lease or possession,  
34 whichever occurs first, or \_\_\_\_\_, as contemplated by § 7.2.1 or § 7.2.3, or upon fulfillment of § 7.2.2 where either the offer was  
35 made by such tenant is defeated by Landlord or by the refusal or neglect of Landlord to consummate the Lease as agreed upon.

36 7.4. **Extensions/Renewals.** If the Lease contains an option to extend or renew, Broker  Shall  Shall Not be paid a fee for such  
37 extension or renewal. If Brokerage Firm is to be paid a fee for such extension or renewal, such fee shall be in the amount of  
38 \_\_\_\_\_, and shall be due and payable upon  the Exercise by tenant of such right to extend or renew the Lease  Upon  
39 the Commencement of any such extended or renewed term of the Lease.

40 7.5. **Other Compensation.** \_\_\_\_\_

41 7.6. **Cooperative Broker Compensation.** Broker shall seek assistance from and Brokerage Firm offers compensation to outside  
42 brokerage firms, whose broker is acting as:  
43  Tenant Agents: \_\_\_\_\_ in U.S. dollars.  
44  Transaction-Brokers: \_\_\_\_\_ in U.S. dollars.

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46 8. **LIMITATION ON THIRD-PARTY COMPENSATION.** Neither Broker nor the Brokerage Firm, except as set forth in § 7, shall  
47 accept compensation from any other person or entity in connection with the Premises without the written consent of Landlord. Additionally,  
48 neither Broker nor Brokerage Firm shall assess or receive mark-ups or other compensation for services performed by any third party or affiliated  
49 business entity unless Landlord signs a separate written consent.

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51 9. **OTHER BROKERS' ASSISTANCE, MULTIPLE LISTING SERVICE (MLS) AND MARKETING.** Landlord has been advised by  
52 Broker of the advantages and disadvantages of various marketing methods, including advertising and the use of MLS and various methods of  
53 making the Premises accessible by other brokerage firms (e.g., using lock boxes, by-appointment-only showings, etc.), and whether some  
54 methods may limit the ability of another broker to show the Premises. After having been so advised, Landlord has chosen the following (check  
55 all that apply):

56 9.1. **MLS/Information Exchange.**

57 9.1.1. The Premises  Shall  Shall Not be submitted to one or more MLS and  Shall  Shall Not be submitted to one  
58 or more property information exchanges. If submitted, Landlord authorizes Broker to provide timely notice of any status change to such MLS  
59 and information exchanges. Upon consummation of a transaction, Landlord authorizes Broker to provide lease information to such MLS and  
60 information exchanges.

61 9.1.2. Landlord authorizes the use of electronic and all other marketing methods except: \_\_\_\_\_.

62 9.1.3. Landlord further authorizes use of the data by multiple listing services and property information exchanges, if any.

63 9.1.4. The Premises Address  Shall  Shall Not be displayed on the Internet.

64 9.1.5. The Premises Listing  Shall  Shall Not be displayed on the Internet.

65 9.2. **Premises Access.** Access to the Premises may be by:  
66  Lock Box  
67  \_\_\_\_\_  
68 Other instructions: \_\_\_\_\_

69 9.3. **Broker Marketing.** The following specific marketing tasks shall be performed by Broker:  
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72 9.4. **Brokerage Services.** The Broker shall provide brokerage services to Landlord.

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74 10. **LANDLORD'S OBLIGATIONS TO BROKER; DISCLOSURES AND CONSENT.**

75 10.1. **Negotiations and Communication.** Landlord agrees to conduct all negotiations for the Lease of the Premises only through  
76 Broker, and to refer to Broker all communications received in any form from real estate brokers, prospective tenants, buyers, or any other source  
77 during the Listing Period of this Landlord Listing Contract.

78 10.2. **Advertising.** Landlord agrees that any advertising of the Premises by Landlord (e.g., Internet, print and signage) shall first be  
79 approved by Broker.

80 10.3. **No Existing Listing Agreement.** Landlord represents that Landlord  Is  Is Not currently a party to any listing agreement  
81 with any other broker to Lease the Premises.

82 10.4. **Ownership of Materials and Consent.** Landlord represents that all materials (including all photographs, renderings, images or  
83 other creative items) supplied to Broker by or on behalf of Landlord are owned by Landlord, except as Landlord has disclosed in writing to  
84 Broker. Landlord is authorized to and grants to Broker, Brokerage Firm and any multiple listing service (that Broker submits the Property to) a  
85 nonexclusive irrevocable, royalty-free license to use such material for marketing of the Property, reporting as required and the publishing, display  
86 and reproduction of such material, compilation and data. This license shall survive the termination of this Landlord Listing Contract.

87 10.5. **Colorado Foreclosure Protection Act.** The Colorado Foreclosure Protection Act (Act) generally requires that (1) the Property is  
88 residential, (2) any loan secured by the Property is at least thirty days delinquent or in default, and (3) Buyer does not reside in the Property for at  
89 least one year. If all requirements 1, 2 and 3 are met and the Act otherwise applies, then a different contract that complies with the provisions of  
90 the Act may be required. Therefore, if the Act applies, Landlord agrees, Broker is **not** authorized to prepare such a contract for the sale of the  
91 Premises. It is recommended that an attorney prepare the required documents.

92 10.6. **Required Information to County Assessor.** Landlord consents that Broker may supply certain information to the county  
93 assessor if the Property is residential and is furnished.

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**11. RENTAL RATE AND TERMS.** The following Price and Terms are acceptable to Seller:

- 11.1. Rental Rate.** U.S. \$ \_\_\_\_\_
- 11.2. Minimum Amount of Security Deposit.** U.S. \$ \_\_\_\_\_
- 11.3. Other Terms.**

**12. DEPOSITS.** Brokerage Firm is authorized to accept security deposits received by Broker pursuant to a proposed Lease. Brokerage Firm is authorized to deliver the security deposit to the Premises manager, if any, upon the execution of the Lease.

**13. INCLUSIONS AND EXCLUSIONS.**

**13.1. Inclusions.**

**13.1.1.** The Lease includes the following items (Inclusions):

The Inclusions shall be leased by Landlord to tenant, all in their present condition.

**13.1.2. Parking and Storage Facilities.** The following parking facilities: \_\_\_\_\_, and the following storage facilities: \_\_\_\_\_.

**13.2. Exclusions.** The following are excluded (Exclusions):

**14. TITLE AND ENCUMBRANCES.** Landlord represents to Broker that Landlord has the right and authority to enter into a Lease of the Premises. Landlord shall deliver to Broker true copies of all relevant title materials, loan documents, leases and surveys in Landlord's possession and shall disclose to Broker all easements, liens and other encumbrances, if any, on the Premises, of which Landlord has knowledge. Brokerage Firm may terminate this Landlord Listing Contract upon written notice to Landlord that title is not satisfactory to Brokerage Firm.

**15. POSSESSION.** Possession of the Premises shall be delivered to tenant as follows: \_\_\_\_\_.

**16. MATERIAL DEFECTS, DISCLOSURES AND INSPECTION.**

**16.1. Broker's Obligations.** Colorado law requires a broker to disclose to any prospective tenant all adverse material facts actually known by such broker including but not limited to adverse material facts pertaining to the title to the Premises and the physical condition of the Premises, any material defects in the Premises, and any environmental hazards affecting the Premises which are required by law to be disclosed. These types of disclosures may include such matters as structural defects, soil conditions, violations of health, zoning or building laws, and nonconforming uses and zoning variances. Landlord agrees that any tenant may have the Premises and Inclusions inspected and authorizes Broker to disclose any facts actually known by Broker about the Premises.

**16.2. Landlord's Obligations.**

**16.2.1. Landlord's Premises Disclosure Form.** A landlord is not required by law to provide any particular disclosure form. However, disclosure of known material latent (not obvious) defects is required by law. Landlord  **Agrees**  **Does Not Agree** to provide a written disclosure of adverse matters regarding the Premises completed to the best of Landlord's current, actual knowledge.

**16.2.2. Lead-Based Paint.** Unless exempt, if the improvements on the Premises include one or more residential dwellings for which a building permit was issued prior to January 1, 1978, a completed Lead-Based Paint Disclosure (Rental) form must be signed by Landlord and the real estate licensees, and given to any potential tenant in a timely manner.

**16.2.3. Carbon Monoxide Alarms.** Note: If the improvements on the Premises have a fuel-fired heater or appliance, a fireplace, or an attached garage and one or more rooms lawfully used for sleeping purposes (Bedroom), Landlord understands that Colorado law requires that Landlord assure the Premises has an operational carbon monoxide alarm installed within fifteen feet of the entrance to each Bedroom or in a location as required by the applicable building code, prior to offering the Premises for lease or sale.

**17. COST OF SERVICES AND REIMBURSEMENT.** Unless otherwise agreed upon in writing, Brokerage Firm shall bear all expenses incurred by Brokerage Firm, if any, to market the Premises and to compensate cooperating brokerage firms, if any. Neither Broker nor Brokerage Firm shall obtain or order any other products or services unless Landlord agrees in writing to pay for them promptly when due (examples: space planning, surveys, radon tests, title reports, engineering studies). Unless otherwise agreed, neither Broker nor Brokerage Firm shall be obligated to advance funds for the benefit of Landlord in order to complete a transaction. Landlord shall reimburse Brokerage Firm for payments made by Brokerage Firm for such products or services authorized by Landlord.

**18. MAINTENANCE OF THE PREMISES.** Neither Broker nor Brokerage Firm shall be responsible for maintenance of the Premises nor shall they be liable for damage of any kind occurring to the Premises, unless such damage shall be caused by their negligence or intentional misconduct.

**19. NONDISCRIMINATION.** The parties agree not to discriminate unlawfully against any prospective tenant because of the race, creed, color, sex, sexual orientation, marital status, familial status, physical or mental disability, handicap, religion, national origin or ancestry of such person.

**20. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this document, Landlord acknowledges that Broker has advised that this document has important legal consequences and has recommended consultation with legal and tax or other counsel before signing this Landlord Listing Contract.

**21. MEDIATION.** If a dispute arises relating to this Landlord Listing Contract, prior to or after possession of the Premises, and is not resolved, the parties shall first proceed in good faith to submit the matter to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree, in writing, before any settlement is binding. The parties will jointly appoint an acceptable mediator and will share equally in

64 the cost of such mediation. The mediation, unless otherwise agreed, shall terminate in the event the entire dispute is not resolved within 30  
65 calendar days of the date written notice requesting mediation is delivered by one party to the other at the party's last known address.

66  
67 **22. ATTORNEY FEES.** In the event of any arbitration or litigation relating to this Landlord Listing Contract, the arbitrator or court shall  
68 award to the prevailing party all reasonable costs and expenses, including attorney and legal fees.

69  
70 **23. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate  
71 Commission.)

72  
73  
74 **24. ATTACHMENTS.** The following are a part of this Landlord Listing Contract:

75  
76  
77 **25. NO OTHER PARTY OR INTENDED BENEFICIARIES.** Nothing in this Landlord Listing Contract shall be deemed to inure to the  
78 benefit of any person other than Seller, Broker and Brokerage Firm.

79  
80 **26. NOTICE, DELIVERY AND CHOICE OF LAW.**

81 **26.1. Physical Delivery.** All notices must be in writing, except as provided in § 26.2. Any document, including a signed document or  
82 notice, delivered to the other party to this Landlord Listing Contract, is effective upon physical receipt. Delivery to Landlord shall be effective  
83 when physically received by Landlord, any individual of Landlord or representative of Landlord.

84 **26.2. Electronic Delivery.** As an alternative to physical delivery, any document, including a signed document or written notice, may be  
85 delivered in electronic form only by the following indicated methods:  Facsimile  Email  Internet  No Electronic Delivery.  
86 Documents with original signatures shall be provided upon request of any party.

87 **26.3. Choice of Law.** This Landlord Listing Contract and all disputes arising hereunder shall be governed by and construed in  
88 accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in this state for property  
89 located in Colorado.

90  
91 **27. MODIFICATION OF THIS LISTING CONTRACT.** No subsequent modification of any of the terms of this Landlord Listing  
92 Contract shall be valid, binding upon the parties, or enforceable unless made in writing and signed by the parties.

93  
94 **28. COUNTERPARTS.** If more than one person is named as a Landlord herein, this Landlord Listing Contract may be executed by each  
95 Landlord, separately, and when so executed, such copies taken together with one executed by Broker on behalf of Brokerage Firm shall be  
96 deemed to be a full and complete contract between the parties.

97  
98 **29. ENTIRE AGREEMENT.** This agreement constitutes the entire contract between the parties, and any prior agreements, whether oral or  
99 written, have been merged and integrated into this Landlord Listing Contract.

00  
01 **30. COPY OF CONTRACT.** Landlord acknowledges receipt of a copy of this contract signed by Broker, including all attachments.

02  
03 Brokerage Firm authorizes Broker to execute this Landlord Listing Contract on behalf of Brokerage Firm.

04  
Date: \_\_\_\_\_

Date: \_\_\_\_\_

Seller's Name: \_\_\_\_\_

Broker's Name: \_\_\_\_\_

\_\_\_\_\_  
Seller's Signature

\_\_\_\_\_  
Broker's Signature

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
Phone No.: \_\_\_\_\_

\_\_\_\_\_  
Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

\_\_\_\_\_  
Brokerage Firm's Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
Phone No. \_\_\_\_\_

Fax No. \_\_\_\_\_

Email Address: \_\_\_\_\_

05

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.  
(NTT44-5-09) (Mandatory 7-09)

**THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.**

## NOTICE TO TERMINATE

Date: \_\_\_\_\_

This Notice terminates the Contract dated \_\_\_\_\_ between \_\_\_\_\_ (Seller) and \_\_\_\_\_ (Buyer) relating to the sale and purchase of the Property known as: \_\_\_\_\_  
\_\_\_\_\_. Terms used herein shall have the same meaning as in the Contract.

### BUYER'S NOTIFICATION OF UNSATISFACTORY CONDITION.

Buyer notifies Seller that the Contract is terminated (§ 25 Contract) because the following are unsatisfactory to Buyer:

<input type="checkbox"/> <b>Assumption Balance</b> (§ 4.6)	<input type="checkbox"/> <b>Objection to Title</b> (subject to correction § 8.5)
<input type="checkbox"/> <b>New Loan</b> (§ 5.2)	<input type="checkbox"/> <b>Property or Inclusions Inspection</b> (§ 10.2.1)
<input type="checkbox"/> <b>Appraisal Condition</b> (§ 6.2)	<input type="checkbox"/> <b>Insurability</b> (§ 10.5)
<input type="checkbox"/> <b>CIC Documents</b> (§ 7.4.5)	<input type="checkbox"/> <b>Methamphetamine Laboratory</b> (§ 11)
<input type="checkbox"/> <b>Survey</b> (§ 8.3.2)	<input type="checkbox"/> <b>Causes of Loss, Insurance</b> (§ 19.1)
<input type="checkbox"/> <b>Special Taxing Districts</b> (§ 8.4)	
<input type="checkbox"/> <b>Other:</b> _____	

### SELLER'S NOTIFICATION OF UNSATISFACTORY CONDITION.

Seller notifies Buyer that the Contract is terminated (§ 25 Contract) because the following are unsatisfactory to Seller:

<input type="checkbox"/> <b>Credit Information and Buyer's New Senior Loan</b> (§ 5.3)
<input type="checkbox"/> <b>Release of Liability and Loan Transfer Approval</b> (§ 5.4)
<input type="checkbox"/> <b>Property Approval</b> (§ 6.1)
<input type="checkbox"/> <b>Other:</b> _____

**Terminating Party:**     Buyer         Seller

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.  
(OLA54-5-09) (Mandatory 7-09)

**THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.**

**OPEN LISTING ADDENDUM  
TO  
EXCLUSIVE RIGHT-TO-SELL LISTING CONTRACT**

Date: \_\_\_\_\_

**A. ADDENDUM TO EXCLUSIVE RIGHT-TO-SELL LISTING CONTRACT:** This Open Listing Addendum (Addendum) is made part of that Exclusive Right-To-Sell Listing Contract dated \_\_\_\_\_, (Seller Listing Contract), between Seller and Brokerage Firm named below, for the property

known as No. \_\_\_\_\_  
Street Address City State Zip

This Addendum shall control in the event of any conflict with the Seller Listing Contract to which it is attached.

**B. PROVISIONS AMENDED.** The following provisions of the Seller Listing Contract are changed to read:

**1. AGREEMENT.** Seller and Brokerage Firm enter into this contract as of the date set forth above. However, this Seller Listing Contract shall apply only to a Sale of the Property by Broker during the Listing Period (described in § 3.6) or upon Broker procuring a buyer who is ready, willing and able to complete the Sale as proposed by Seller (collectively, Broker Sale). In the case of any other Sale, this Listing Contract is null and void and of no effect.

**7. COMPENSATION TO BROKERAGE FIRM; COMPENSATION TO COOPERATIVE BROKER.** In the case of a Broker Sale, Seller agrees that any Brokerage Firm compensation that is conditioned upon the Sale of the Property shall be earned by Brokerage Firm as set forth herein without any discount or allowance for any efforts made by Seller or by any other person in connection with such Broker.

**7.1. Amount.** In consideration of the services to be performed by Broker, Seller agrees to pay Brokerage Firm as follows:

**7.1.1. Sale Commission.** (1) \_\_\_\_\_% of the gross purchase price, or (2) \_\_\_\_\_, in U.S. dollars.

**7.1.2. Lease Commission.** If the box in § 3.5.2 is checked, Brokerage Firm shall be paid a fee equal to (1) \_\_\_\_\_% of the gross rent under the lease, or (2) \_\_\_\_\_, in U.S. dollars, payable as follows: \_\_\_\_\_.

**7.2. When Earned.** Such commission shall be earned upon the occurrence of any of the following:

**7.2.1.** Any Sale of the Property, if a Broker Sale, within the Listing Period;

**7.2.2.** Broker finding a buyer who is ready, willing and able to complete the transaction as specified herein by Seller; or

**7.2.3.** Any Sale of the Property, if a Broker Sale, within \_\_\_\_\_ calendar days subsequent to the expiration of the Listing Period (Holdover Period) to anyone with whom Broker negotiated and whose name was submitted, in writing, to Seller by Broker during the Listing Period (including any extensions thereof). However, Seller  **Shall**  **Shall Not** owe commission to Brokerage Firm under this § 7.2.3 if a commission is earned by another licensed real estate brokerage firm acting pursuant to an exclusive agreement entered into during the Holdover Period.

**7.3. When Applicable and Payable.** The commission obligation shall apply to a Broker Sale made during the Listing Period or any extension of such original or extended term. The commission described in § 7.1.1 shall be payable at the time of the closing of the Sale as contemplated by § 7.2.1 or § 7.2.3, or upon fulfillment § 7.2.2 where either the offer made by such buyer is defeated by Seller or by the refusal or neglect of Seller to consummate the Sale as agreed upon. However, Seller shall owe no commission to Brokerage Firm for a Sale of the Property by Seller, or by another real estate broker if such Sale of the Property occurs prior to Brokerage Firm earning a commission under § 7.2.

**7.4. Other Compensation.** \_\_\_\_\_

**10. SELLER'S OBLIGATIONS TO BROKER; DISCLOSURES AND CONSENT.**

**10.1. Negotiations and Communication.** Seller may negotiate and communicate with other real estate brokers, prospective buyers, and tenants.

**C. ADDITIONAL AMENDMENTS:**

59  
60  
61  
62

Brokerage Firm authorizes Broker to execute this Addendum on behalf of Brokerage Firm.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Seller's Name: \_\_\_\_\_

Broker's Name: \_\_\_\_\_

\_\_\_\_\_  
Seller's Signature

\_\_\_\_\_  
Broker's Signature

Brokerage Firm's Name: \_\_\_\_\_

63

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The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (SA20-5-09) (Mandatory 7-09)

## SELLER AUTHORIZATION

Date: \_\_\_\_\_

**Seller:** \_\_\_\_\_

**Lien Holder:** \_\_\_\_\_

**Property:** \_\_\_\_\_

**Loan No.:** \_\_\_\_\_

**Seller Consents to Lien Holder's Release of Information.** Seller consents that Lien Holder and its representatives may supply any loan, financial or other information of Seller, confidential or otherwise, and communicate with any of the following involved in the transaction and their representatives: Seller's attorney, Broker or Brokerage Firm working with Seller, transaction coordinator, title insurance company, Closing Company, and the following as checked:

**Other Lien Creditors**    **Broker or Brokerage Firm working with Buyer**    **Buyer**    **Buyer's attorney.**

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Seller

Note: This Seller Authorization should be submitted to the Lender's Loss Mitigation Department, if applicable. If the Property is in foreclosure, this form should also be submitted to the Lender's law firm.

Broker and Brokerage Firm working with Seller:

Brokerage Firm's Name: \_\_\_\_\_

Broker's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

**DIFFERENT BROKERAGE RELATIONSHIPS ARE AVAILABLE WHICH INCLUDE SELLER AGENCY, BUYER AGENCY OR TRANSACTION-BROKERAGE.**

## **BROKERAGE DISCLOSURE TO SELLER (FOR SALE BY OWNER)**

SELLER    LANDLORD

### **DEFINITIONS OF WORKING RELATIONSHIPS**

For purposes of this document, seller also means “landlord” (which includes sublandlord) and buyer also means “tenant” (which includes subtenant).

**Seller’s Agent:** A seller’s agent (or listing agent) works solely on behalf of the seller to promote the interests of the seller with the utmost good faith, loyalty and fidelity. The agent negotiates on behalf of and acts as an advocate for the seller. The seller’s agent must disclose to potential buyers all adverse material facts actually known by the seller’s agent about the property. A separate written listing agreement is required which sets forth the duties and obligations of the broker and the seller.

**Buyer’s Agent:** A buyer’s agent works solely on behalf of the buyer to promote the interests of the buyer with the utmost good faith, loyalty and fidelity. The agent negotiates on behalf of and acts as an advocate for the buyer. The buyer’s agent must disclose to potential sellers all adverse material facts actually known by the buyer’s agent including the buyer’s financial ability to perform the terms of the transaction and, if a residential property, whether the buyer intends to occupy the property. A separate written buyer agency agreement is required which sets forth the duties and obligations of the broker and the buyer.

**Transaction-Broker:** A transaction-broker assists the buyer or seller or both throughout a real estate transaction by performing terms of any written or oral agreement, fully informing the parties, presenting all offers and assisting the parties with any contracts, including the closing of the transaction without being an agent or advocate for any of the parties. A transaction-broker must use reasonable skill and care in the performance of any oral or written agreement, and must make the same disclosures as agents about all adverse material facts actually known by the transaction-broker concerning a property or a buyer’s financial ability to perform the terms of a transaction and, if a residential property, whether the buyer intends to occupy the property. No written agreement is required.

**Customer:** A customer is a party to a real estate transaction with whom the broker has no brokerage relationship because such party has not engaged or employed the broker, either as the party’s agent or as the party’s transaction-broker.

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### **RELATIONSHIP BETWEEN BROKER AND SELLER**

Broker and Seller referenced below have NOT entered into a seller agency (listing agency) agreement. The working relationship specified below is for a specific property or properties described as:

---

Seller understands that Seller shall not be liable for Broker’s acts or omissions that have not been approved, directed, or ratified by Seller.

#### **CHECK ONE BOX ONLY:**

**Multiple-Person Firm.** Broker, referenced below, is designated by Brokerage Firm to serve as Broker. If more than one individual is so designated, then references in this document to Broker shall include all persons so designated, including substitute or additional brokers. The brokerage relationship exists only with Broker and does not extend to the employing broker, Brokerage Firm or to any other brokers employed or engaged by Brokerage Firm who are not so designated.

**One-Person Firm.** If Broker is a real estate brokerage firm with only one licensed natural person, then any references to Broker or Brokerage Firm mean both the licensed natural person and brokerage firm who shall serve as Broker.

**CHECK ONE BOX ONLY:**

**Customer.** Broker is the buyer's agent and Seller is a customer. Broker, as buyer's agent, intends to perform the following list of tasks:  **Show** a property  **Prepare and Convey** written offers, counteroffers and agreements to amend or extend the contract. Broker is not the agent of Seller.

**Transaction-Brokerage Only.** Broker is a transaction-broker assisting in the transaction. Broker is not the agent of Seller.

Seller consents to Broker's disclosure of Seller's confidential information to the supervising broker or designee for the purpose of proper supervision, provided such supervising broker or designee shall not further disclose such information without consent of Seller, or use such information to the detriment of Seller.

**DISCLOSURE OF SETTLEMENT SERVICE COSTS.** Seller acknowledges that costs, quality, and extent of service vary between different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

**THIS IS NOT A CONTRACT.**

**SELLER ACKNOWLEDGMENT:**

Seller acknowledges receipt of this document on \_\_\_\_\_.

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Seller

**BROKER ACKNOWLEDGMENT:**

On \_\_\_\_\_, Broker provided \_\_\_\_\_ (Seller)

with this document via \_\_\_\_\_ and retained a copy for Broker's records.

Brokerage Firm's Name: \_\_\_\_\_

\_\_\_\_\_  
Broker

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

## SELLER'S PROPERTY DISCLOSURE (RESIDENTIAL)

**THIS DISCLOSURE SHOULD BE COMPLETED BY SELLER, NOT BY BROKER.**

Seller states that the information contained in this Disclosure is correct to the best of Seller's CURRENT ACTUAL KNOWLEDGE as of this Date. **Any changes will be disclosed by Seller to Buyer promptly after discovery.** Seller hereby receipts for a copy of this Disclosure. 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. Broker may deliver a copy of this Disclosure to prospective buyers.

**Note: If an item is not present at the Property or if an item is not to be included in the sale, mark the "N/A" column . The Contract to Buy and Sell Real Estate, not this Disclosure form, determines whether an item is included or excluded; if there is an inconsistency between this form and the Contract, the Contract controls.**

Date: \_\_\_\_\_  
 Property Address: \_\_\_\_\_  
 Seller: \_\_\_\_\_

### I. IMPROVEMENTS

A.	STRUCTURAL CONDITIONS Do any of the following conditions now exist or have they ever existed:	Yes	No	Do Not Know	N/A	Comments
1	Structural problems					
2	Moisture and/or water problems					
3	Damage due to termites, other insects, birds, animals or rodents					
4	Damage due to hail, wind, fire or flood					
5	Cracks, heaving or settling problems					
6	Exterior wall or window problems					
7	Exterior Artificial Stucco (EIFS)					
8	Any additions or alterations made					
9	Building code, city or county violations					

B.	ROOF	Yes	No	Do Not Know	N/A	Comments
1	Roof problems					
2	Roof material: _____ Age _____ Roof material: _____ Age _____					
3	Roof leak: Past					
4	Roof leak: Present					
5	Damage to roof: Past					
6	Damage to roof: Present					
7	Roof under warranty until _____ . Transferable _____					
8	Roof work done while under current roof warranty					
9	Skylight problems					
10	Gutter or downspout problems					

**IN WORKING CONDITION**

C.	APPLIANCES	Yes	No	Do Not Know	Age If Known	N/A	Comments
1	Built-in vacuum system & accessories						
2	Clothes dryer						
3	Clothes washer						
4	Dishwasher						
5	Disposal						
6	Freezer						
7	Gas grill						
8	Hood						
9	Microwave oven						

10	Oven						
11	Range						
12	Refrigerator						
13	T.V. antenna: <input type="checkbox"/> Owned <input type="checkbox"/> Leased						
14	Satellite system or DSS dish: <input type="checkbox"/> Owned <input type="checkbox"/> Leased						
15	Trash compactor						

		IN WORKING CONDITION					
D.	ELECTRICAL & TELECOMMUNICATIONS	Yes	No	Do Not Know	Age If Known	N/A	Comments
1	Security system: <input type="checkbox"/> Owned <input type="checkbox"/> Leased						
2	Smoke/fire detectors: <input type="checkbox"/> Battery <input type="checkbox"/> Hardwire						
3	Carbon Monoxide Alarm: <input type="checkbox"/> Battery <input type="checkbox"/> Hardwire						
4	Light fixtures						
5	Switches & outlets						
6	Aluminum wiring (110)						
7	Electrical Amps						
8	Telecommunications (T1, fiber, cable, satellite)						
9	Inside telephone wiring & blocks/jacks						
10	Ceiling fans						
11	Garage door opener						
12	Garage door control(s) # _____						
13	Intercom/doorbell						
14	In-wall speakers						
15	220 volt service						
16	Landscape lighting						

		IN WORKING CONDITION					
E.	MECHANICAL	Yes	No	Do Not Know	Age If Known	N/A	Comments
1	Air conditioning:						
	Evaporative cooler						
	Window units						
	Central						
2	Attic/whole house fan						
3	Vent fans						
4	Humidifier						
5	Air purifier						
6	Sauna						
7	Hot tub or spa						
8	Steam room/shower						
9	Pool						
10	Heating system:						
	Type _____ Fuel _____						
	Type _____ Fuel _____						
11	Water heater:    Number of _____						
	Fuel type _____ Capacity _____						
12	Fireplace: Type _____ Fuel _____						
13	Fireplace insert						
14	Stove: Type _____ Fuel _____						
15	When was fireplace/wood stove, chimney/flue last cleaned: Date: _____ <input type="checkbox"/> Do not know						
16	Fuel tanks: <input type="checkbox"/> Owned <input type="checkbox"/> Leased						
17	Radiant heating system: <input type="checkbox"/> Interior <input type="checkbox"/> Exterior   Hose Type _____						
18	Overhead door						
19	Entry gate system						
20	Elevator						

		IN WORKING CONDITION					
F.	WATER, SEWER & OTHER UTILITIES	Yes	No	Do Not Know	Age If Known	N/A	Comments
1	Water filter system: <input type="checkbox"/> Owned <input type="checkbox"/> Leased						
2	Water softener: <input type="checkbox"/> Owned <input type="checkbox"/> Leased						

3	Sewage problems: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Do not know					
4	Lift station (sewage ejector pump)					
5	Drainage, storm sewers, retention ponds					
6	Grey water storage/use					
7	Plumbing problems: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Do not know					
8	Sump pump					
9	Underground sprinkler system					
10	Fire sprinkler system					
11	Polybutylene pipe: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Do not know					
12	Galvanized pipe: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Do not know					
13	Backflow prevention device: <input type="checkbox"/> Domestic <input type="checkbox"/> Irrigation <input type="checkbox"/> Fire <input type="checkbox"/> Sewage					
14	Irrigation pump					
15	Well pump					

		IN WORKING CONDITION					
G.	OTHER DISCLOSURES— IMPROVEMENTS	Yes	No	Do Not Know	Age If Known	N/A	Comments
1	Included fixtures and equipment in working condition						

## II. GENERAL

H.	USE, ZONING & LEGAL ISSUES	Yes	No	Do Not Know	N/A	Comments
1	Zoning violation, variance, conditional use, enforceable PUD or non-conforming use					
2	Notice or threat of condemnation proceedings					
3	Notice of any adverse conditions from any governmental or quasi-governmental agency that have not been resolved					
4	Violation of restrictive covenants or owners' association rules or regulations					
5	Any building or improvements constructed within the past one year from this Date without approval by the Association or the designated approving body					
6	Notice of zoning action related to the Property					
7	Other legal action					

I.	ACCESS, PARKING, DRAINAGE & SIGNAGE	Yes	No	Do Not Know	N/A	Comments
1	Any access problems					
2	Roads, driveways, trails or paths through the Property used by others					
3	Public highway or county road bordering the Property					
4	Any 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					

J.	WATER & SEWER SUPPLY	Yes	No	Do Not Know	N/A	Comments
1	Water Rights: Type _____					
2	Water tap fees paid in full					
3	Sewer tap fees paid in full					
4	Subject to augmentation plan					

5	Well required to be metered				
6	Type of water supply: <input type="checkbox"/> Public <input type="checkbox"/> Community <input type="checkbox"/> Well <input type="checkbox"/> Shared Well <input type="checkbox"/> Cistern <input type="checkbox"/> None If the Property is served by a Well, a copy of the Well Permit <input type="checkbox"/> Is <input type="checkbox"/> Is Not attached. Well Permit #: _____ <input type="checkbox"/> Drilling Records <input type="checkbox"/> Are <input type="checkbox"/> Are not attached. Shared Well Agreement <input type="checkbox"/> Yes <input type="checkbox"/> No. The <b>Water Provider</b> for the Property can be contacted at: Name: _____ Address: _____ Web Site: _____ Phone No.: _____ <input type="checkbox"/> There is neither a Well nor a Water Provider for the Property. The source of potable water for the Property is [describe source]:  <b>SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.</b>				
7	Type of sanitary sewer service: <input type="checkbox"/> Public <input type="checkbox"/> Community <input type="checkbox"/> Septic System <input type="checkbox"/> None <input type="checkbox"/> Other _____ If the Property is served by an on-site septic system, supply to buyer a copy of the permit. Type of septic system: <input type="checkbox"/> Tank <input type="checkbox"/> Leach <input type="checkbox"/> Lagoon				

K.	ENVIRONMENTAL CONDITIONS Do any of the following conditions <b>now exist or have they ever existed</b> :	Yes	No	Do Not Know	N/A	Comments
1	Hazardous materials on the Property, such as radioactive, toxic, or biohazardous materials, asbestos, pesticides, herbicides, wastewater sludge, radon, methane, mill tailings, solvents or petroleum products					
2	Underground storage tanks					
3	Aboveground storage tanks					
4	Underground transmission lines					
5	Pets kept on the Property					
6	Property used as, situated on, or adjoining a dump, land fill or municipal solid waste land fill					
7	Monitoring wells or test equipment					
8	Sliding, settling, upheaval, movement or instability of earth or expansive soils of the Property					
9	Mine shafts, tunnels or abandoned wells on the Property					
10	Within governmentally designated geological hazard or sensitive area					
11	Within governmentally designated flood plain or wetland area					
12	Dead, diseased or infested trees or shrubs					
13	Environmental assessments, studies or reports done involving the physical condition of the Property					
14	Property used for any mining, graveling, or other natural resource extraction operations such as oil and gas wells					
15	Interior of improvements of Property tobacco smoke-free					
16	Other environmental problems					

L.	COMMON INTEREST COMMUNITY ASSOCIATION PROPERTY	Yes	No	Do Not Know	N/A	Comments
1	Property is part of an owners' association					
2	Special assessments or increases in regular assessments approved by owners' association but not yet implemented					
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).					

M.	OTHER DISCLOSURES — GENERAL	Yes	No	Do Not Know	N/A	Comments
1	Any part of the Property leased to others (written or oral)					
2	Written reports of any building, site, roofing, soils or engineering investigations or studies of the Property					
3	Any property insurance claim submitted (whether paid or not)					
4	Structural, architectural and engineering plans and/or					

	specifications for any existing improvements					
5	Property was previously used as a methamphetamine laboratory and not remediated to state standards					
6	Government special improvements approved, but not yet installed, that may become a lien against the Property					

Seller and Buyer understand that the real estate brokers do not warrant or guarantee the above information on the Property. Property inspection services may be purchased and are advisable. This form is **not** intended as a substitute for an inspection of the Property.

**ADVISORY TO SELLER:**

**Failure to disclose a known material defect may result in legal liability.**

The information contained in this Disclosure has been furnished by Seller, who certifies to the truth thereof based on Seller's CURRENT ACTUAL KNOWLEDGE.

Date: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Seller Seller

**ADVISORY TO BUYER:**

1. Even though Seller has answered the above questions to the best of Seller's current actual knowledge, Buyer should thoroughly inspect the Property and obtain expert assistance to accurately and fully evaluate the Property to confirm the status of the following matters:
  - a. the physical condition of the Property;
  - b. the presence of mold or other biological hazards;
  - c. the presence of rodents, insects and vermin including termites;
  - d. the legal use of the Property and legal access to the Property;
  - e. the availability and source of water, sewer, and utilities;
  - f. the environmental and geological condition of the Property;
  - g. the presence of noxious weeds; and
  - h. any other matters that may affect Buyer's use and ownership of the Property that are important to Buyer as Buyer decides whether to purchase the Property.
2. Seller states that the information is correct to the best of "Seller's current actual knowledge" as of the date of this form. The term "current actual knowledge" is intended to limit Seller's disclosure only to facts actually known by the Seller and does not include "constructive knowledge" or "common knowledge" or what Seller "should have known" about the Property. The Seller has no duty to inspect the Property when this Disclosure is filled in and signed.
3. Valuable information may be obtained from various local/state/federal agencies, and other experts may assist Buyer by performing more specific evaluations and inspections of the Property.
4. Boundaries, location and ownership of fences, driveways, hedges, and similar features of the Property may become the subjects of a dispute between a property owner and a neighbor. A survey may be used to determine the likelihood of such problems.
5. Whether any item is included or excluded is determined by the contract between Buyer and Seller and not this Seller's Property Disclosure.
6. Buyer acknowledges that Seller does not warrant that the Property is fit for Buyer's intended purposes or use of the Property. Buyer acknowledges that Seller's indication that an item is "working" is not to be construed as a warranty of its continued operability or as a representation or warranty that such item is fit for Buyer's intended purposes.
7. Buyer hereby receipts for a copy of this Disclosure.

Date: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Buyer Buyer

DRAFT