

**Exclusive Right-to-Lease Listing Contract (All Types of Properties) LC57-10-06**

1 The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.  
2 (LC57-10-06) (Mandatory 1-07)

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

6  
7 Compensation charged by real estate brokerage firms is not set by law. Such charges are established by each real estate brokerage firm.

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

11  
12 **EXCLUSIVE RIGHT-TO-LEASE LISTING CONTRACT**  
13 **(ALL TYPES OF PREMISES)**

14  
15  **LANDLORD AGENCY**     **TRANSACTION-BROKERAGE**

16  
17 Date: \_\_\_\_\_

18  
19 **1. AGREEMENT.** Landlord and Brokerage Firm enter into this exclusive, irrevocable contract as of the date set forth above.

20  
21 **2. BROKER AND BROKERAGE FIRM.**

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

28  
29  **b. One-Person Firm.** If this box is checked, Broker is a real estate brokerage firm with only one licensed natural person.  
30 References in this contract to Broker or Brokerage Firm mean both the licensed natural person and brokerage firm who shall serve as the  
31 broker of Landlord and perform the services for Landlord required by this contract.

32  
33 **3. DEFINED TERMS.**

34  
35 **a. Landlord:** \_\_\_\_\_

36  
37 **b. Brokerage Firm:** \_\_\_\_\_

38  
39 **c. Broker:** \_\_\_\_\_

40  
41 **d. Premises.** The Premises is the following legally described real estate in the County of \_\_\_\_\_, Colorado,

42  
43  
44  
45 known as No. \_\_\_\_\_

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

49  
50 **e. Lease.**

51  
52 (1) "Lease of the Premises" or "Lease" means any lease of an interest in the Premises.

53  
54  (2) If this box is checked, Landlord, who represents to Broker that Landlord has the right and authority from Owner,  
55 authorizes Broker to negotiate the sale of the Premises. "Sale of the Premises" or "Sale" means the voluntary transfer or exchange of any  
56 interest in the Premises or the voluntary creation of the right to acquire any interest in the Premises. It also includes an agreement to  
57 transfer any ownership interest in an entity which owns the Premises.

58  
59 **f. Listing Period.** The Listing Period of this contract shall begin on \_\_\_\_\_, and shall continue through  
60 the earlier of (1) completion of the Lease of the Premises or (2) \_\_\_\_\_.  
61 Broker shall continue to assist in the completion of any transaction for which compensation is payable to Brokerage Firm under § 14 of this  
62 contract.

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

68  
69 **4. BROKERAGE SERVICES AND DUTIES.** Brokerage Firm, acting through Broker, shall provide brokerage services to  
70 Landlord. Broker, acting as either a Transaction-Broker or a Landlord's Agent, shall perform the following **Uniform Duties** when working  
71 with Landlord:

- 72  
73 a. Broker shall exercise reasonable skill and care for Landlord, including, but not limited to the following:  
74 (1) Performing the terms of any written or oral agreement with Landlord;  
75 (2) Presenting all offers to and from Landlord in a timely manner regardless of whether the Premises is subject to  
76 a lease or letter of intent to lease;  
77 (3) Disclosing to Landlord adverse material facts actually known by Broker;  
78 (4) Advising Landlord regarding the transaction and to obtain expert advice as to material matters about which  
79 Broker knows but the specifics of which are beyond the expertise of Broker;  
80 (5) Accounting in a timely manner for all money and property received; and  
81 (6) Keeping Landlord fully informed regarding the transaction.

- 82  
83 b. Broker shall not disclose the following information without the informed consent of Landlord:  
84 (1) That Landlord is willing to accept less than the asking lease rate for the Premises;  
85 (2) What the motivating factors are for Landlord to lease the Premises;  
86 (3) That Landlord will agree to Lease terms other than those offered;  
87 (4) Any material information about Landlord unless disclosure is required by law or failure to disclose such  
88 information would constitute fraud or dishonest dealing; or  
89 (5) Any facts or suspicions regarding circumstances that could psychologically impact or stigmatize the  
90 Premises.

91  
92 c. Landlord consents to Broker's disclosure of Landlord's confidential information to the supervising broker or designee  
93 for the purpose of proper supervision, provided such supervising broker or designee shall not further disclose such information without  
94 consent of Landlord, or use such information to the detriment of Landlord.

95  
96 d. Brokerage Firm may have agreements with other landlords to market and lease their premises. Broker may show  
97 alternative properties not owned by Owner or Landlord to other prospective tenants and list competing properties for lease.

98  
99 e. Broker shall not be obligated to seek additional offers to lease the Premises while the Premises is subject to a lease or  
100 letter of intent to lease.

101  
102 f. Broker has no duty to conduct an independent inspection of the Premises for the benefit of a tenant and has no duty to  
103 independently verify the accuracy or completeness of statements made by Landlord or independent inspectors. Broker has no duty to  
104 conduct an independent investigation of a tenant's financial condition or to verify the accuracy or completeness of any statement made by a  
105 tenant.

106  
107 g. Landlord shall not be liable for the acts of Broker unless such acts are approved, directed or ratified by Landlord.

108  
109 **5. ADDITIONAL DUTIES OF LANDLORD'S AGENT.** If the Landlord Agency box at the top of Page 1 is checked, Broker is  
110 a limited agent of Landlord (Landlord's Agent), with the following additional duties:

- 111  
112 a. Promoting the interests of Landlord with the utmost good faith, loyalty and fidelity.  
113 b. Seeking lease rates and terms that are acceptable to Landlord.  
114 c. Counseling Landlord as to any material benefits or risks of a transaction that are actually known by Broker.

115  
116 **6. BROKERAGE RELATIONSHIP.**

117  
118 a. If the Landlord Agency box at the top of page 1 is checked, Broker shall represent Landlord as a Landlord's Agent. If  
119 the Transaction-Brokerage box at the top of page 1 is checked, Broker shall act as a Transaction-Broker.

120  
121 b. **In-Company Transaction – Different Brokers.** When Landlord and tenant in a transaction are working with  
122 different brokers, those brokers continue to conduct themselves consistent with the brokerage relationships they have established. Landlord  
123 acknowledges that Brokerage Firm is allowed to offer and pay compensation to brokers within Brokerage Firm working with a tenant.

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

126  
127 (1) **LANDLORD’S AGENT.** If the Landlord Agency box at the top of page 1 is checked, the parties agree the  
128 following applies:

129  
130 **Check One Box Only**

131  
132  (a) **Landlord Agency.** If this box is checked, Broker shall represent Landlord as Landlord’s Agent and shall  
133 treat the tenant as a customer. A customer is a party to a transaction with whom Broker has no brokerage relationship. Broker shall  
134 disclose to such customer Broker’s relationship with Landlord.

135  (b) **Landlord Agency Unless Brokerage Relationship with Both.** If this box is checked, Broker shall  
136 represent Landlord as Landlord’s Agent and shall treat the tenant as a customer, unless Broker currently has or enters into an agency or  
137 Transaction-Brokerage relationship with the tenant, in which case Broker shall act as a Transaction-Broker, performing the duties described  
138 in § 4 and facilitating lease transactions without being an advocate or agent for either party.

139 (2) **TRANSACTION-BROKER.** If the Transaction-Brokerage box at the top of page 1 is checked, or in the  
140 event neither box is checked, Broker shall work with Landlord as a Transaction-Broker. If Landlord and tenant are working with the same  
141 broker, Broker shall continue to function as a Transaction-Broker.

142  
143 **7. LANDLORD’S OBLIGATIONS TO BROKER.**

144 a. **Negotiations and Communication.** Landlord agrees to conduct all negotiations for the Lease of the Premises only  
145 through Broker, and to refer to Broker all communications received in any form from real estate brokers, prospective tenants, buyers, or  
146 any other source during the Listing Period of this contract.

147 b. **No Existing Listing Agreement.** Landlord represents that Landlord  **Is**  **Is Not** currently a party to any listing  
148 agreement with any other broker to Lease the Premises.

149 c. **Ownership of Materials and Consent.** Landlord represents that all materials (including all photographs, renderings,  
150 images or other creative items) supplied to Broker by or on behalf of Landlord are owned by Owner or Landlord, except as Landlord has  
151 disclosed in writing to Broker. Landlord is authorized to and grants to Broker, Brokerage Firm and any multiple listing service (that Broker  
152 submits the Premises to) a nonexclusive irrevocable, royalty-free license to use such material for marketing of the Premises, reporting as  
153 required and the publishing, display and reproduction of such material, compilation and data. This license shall survive the termination of  
154 this contract.

155 d. **Residential Foreclosure Disclosure and Consent.** If the Premises is residential, is in foreclosure, and if there is a sale  
156 of the Premises to a buyer who will not live in the Premises for at least 1 year, the terms of the Foreclosure Protection Act (Act) may apply.  
157 Upon Landlord becoming aware that the Premises is in foreclosure, Landlord must notify Listing Broker of such fact. The Act requires that  
158 special provisions must be included in the Contract to Buy and Sell Real Estate. Therefore, if the Act applies, Landlord agrees, unless  
159 Landlord and buyer enter into the Foreclosure Property Addendum concurrent with the Contract to Buy and Sell Real Estate, Broker is **not**  
160 obligated to prepare any contract for the sale of the Premises and Landlord will employ and pay for an attorney to prepare such contract.  
161 Landlord also consents that Broker is authorized to disclose to other brokers and prospective buyers that the Premises is in foreclosure.  
162 Broker  **IS**  **IS NOT** authorized to disclose in any multiple listing service the Premises is submitted to that the Premises is in  
163 foreclosure.

164  
165 **8. RENTAL RATE AND TERMS.**

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167 a. **Rental Rate.** U.S. \$ \_\_\_\_\_

168  
169 b. **Minimum Amount of Security Deposit.** U.S. \$ \_\_\_\_\_

170  
171 c. **Other Terms.**

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174  
175 **9. DEPOSITS.** Brokerage Firm is authorized to accept security deposits received by Broker pursuant to a proposed Lease.  
176 Brokerage Firm is authorized to deliver the security deposit to the Premises manager, if any, upon the execution of the Lease.

177  
178 **10. INCLUSIONS.** The Lease includes the following items:

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183 The above described items (Inclusions) shall be leased by Landlord to tenant, all in their present condition.  
184 **Parking and Storage Facilities.** The following parking facilities: \_\_\_\_\_; and the following storage facilities:  
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**11. 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 Listing Contract upon written notice to Landlord that title is not satisfactory to Brokerage Firm.

**12. POSSESSION.** Possession of the Premises shall be delivered to tenant as follows:

**13. MATERIAL DEFECTS, DISCLOSURES AND INSPECTION.**

**a. 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.

**b. Landlord's Obligations.**  
**(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.

**(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.

**14. COMPENSATION TO BROKERAGE FIRM.** 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.

**a. Lease Commission.** In consideration of the services to be performed by Broker, Landlord agrees to pay Brokerage Firm as follows:

**(1)** \_\_\_\_\_ % of the gross rent under the Lease in U.S. dollars, or

**(2)** \_\_\_\_\_.

**b. When Earned.** Such commission shall be earned upon the happening of any of the following:

**(1)** Any Lease of the Premises within the Listing Period by Landlord, by Broker or by any other person; or

**(2)** Broker finding a tenant who is ready, willing and able to complete the transaction as specified herein by

Landlord.

**c.** This fee is payable upon execution of the Lease or possession, whichever occurs first, or as follows: \_\_\_\_\_

**d.** If the Lease contains an option to extend or renew, Broker  **Shall**  **Shall Not** be paid a fee for such extension or renewal. If Brokerage Firm is to be paid a fee for such extension or renewal, such fee shall be paid as follows: \_\_\_\_\_

Such fee shall be due and payable upon  **the Exercise** by tenant of such right to extend or renew the Lease  **Upon the Commencement** of any such extended or renewed term of the Lease.

**e.** If the box in subsection 3e(2) is checked, Brokerage Firm shall be paid a fee equal to the greater of \$ \_\_\_\_\_ or \_\_\_\_\_ % of the purchase price for the Premises, payable only upon Broker procuring the buyer and upon delivery of deed.

**f.** Any Lease [or Sale if subsection 3e(2) is checked] of the Premises 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 Landlord by Broker during the Listing Period (including any extensions thereof). However, Landlord shall owe no commission to Brokerage Firm under this § 14(f) if a commission is earned by another licensed real estate brokerage firm acting pursuant to an exclusive agreement entered into during the Holdover Period.

**15. LIMITATION ON THIRD-PARTY COMPENSATION.** Neither Broker nor the Brokerage Firm, except as set forth in § 14, shall accept compensation from any other person or entity in connection with the Premises without the written consent of Landlord. Additionally, neither Broker nor Brokerage Firm shall assess or receive mark-ups or other compensation for services performed by any third party or affiliated business entity unless Landlord signs a separate written consent.

**16. OTHER BROKERS' ASSISTANCE, MULTIPLE LISTING SERVICE AND MARKETING.** Landlord has been advised by Broker of the advantages and disadvantages of various marketing methods, the use of multiple listing services and various methods of making the Premises accessible by other brokerage firms (e.g., using lock boxes, by-appointment-only showings, etc.), and whether some

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250 methods may limit the ability of another broker to show the Premises. After having been so advised, Landlord has chosen the following  
251 (check all that apply):

252  
253 a. The Premises:  
254  **Shall**  **Shall Not** be submitted to one or more multiple listing services.  
255  **Shall**  **Shall Not** be submitted to one or more property information exchanges.  
256 Landlord authorizes the use of electronic and all other marketing methods except: \_\_\_\_\_  
257 \_\_\_\_\_

258 Landlord further authorizes use of the data by multiple listing services and property information exchanges, if any.  
259 Access to the Premises by other brokerage firms may be by:  
260  **Lock Box**  
261  \_\_\_\_\_  
262 Other instructions: \_\_\_\_\_  
263 \_\_\_\_\_

264 b. Broker shall seek assistance from, and Brokerage Firm offers compensation to, the following brokers outside of  
265 Brokerage Firm:  
266  **Tenant Agents:** \_\_\_\_\_  
267  **Transaction-Brokers:** \_\_\_\_\_  
268 \_\_\_\_\_

269 **17. COST OF SERVICES AND REIMBURSEMENT.** Unless otherwise agreed upon in writing, Brokerage Firm shall bear all  
270 expenses incurred by Brokerage Firm, if any, to market the Premises and to compensate cooperating brokerage firms, if any. Neither  
271 Broker nor Brokerage Firm shall obtain or order any other products or services unless Landlord agrees in writing to pay for them promptly  
272 when due (examples: space planning, surveys, radon tests, title reports, engineering studies). Unless otherwise agreed, neither Broker nor  
273 Brokerage Firm shall be obligated to advance funds for the benefit of Landlord in order to complete a transaction. Landlord shall  
274 reimburse Brokerage Firm for payments made by Brokerage Firm for such products or services authorized by Landlord.  
275

276 **18. MAINTENANCE OF THE PREMISES.** Neither Broker nor Brokerage Firm shall be responsible for maintenance of the  
277 Premises nor shall they be liable for damage of any kind occurring to the Premises, unless such damage shall be caused by their negligence  
278 or intentional misconduct.  
279

280 **19. NONDISCRIMINATION.** The parties agree not to discriminate unlawfully against any prospective tenant because of the race,  
281 creed, color, sex, marital status, national origin, familial status, physical or mental handicap, religion or ancestry of such person.  
282

283 **20. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this document, Landlord acknowledges that Broker  
284 has advised that this document has important legal consequences and has recommended consultation with legal and tax or other counsel  
285 before signing this contract.  
286

287 **21. MEDIATION.** If a dispute arises relating to this contract, prior to or after possession of the Premises, and is not resolved, the  
288 parties shall first proceed in good faith to submit the matter to mediation. Mediation is a process in which the parties meet with an  
289 impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to  
290 the dispute must agree before any settlement is binding. The parties will jointly appoint an acceptable mediator and will share equally in  
291 the cost of such mediation. The mediation, unless otherwise agreed, shall terminate in the event the entire dispute is not resolved within 30  
292 calendar days of the date written notice requesting mediation is delivered by one party to the other at the party's last known address.  
293

294 **22. ATTORNEY FEES.** In the event of any arbitration or litigation relating to this contract, the arbitrator or court shall award to the  
295 prevailing party all reasonable costs and expenses, including attorney and legal fees.  
296

297 **23. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate  
298 Commission.)  
299  
300

301 **24. ATTACHMENTS.** The following are a part of this contract:  
302  
303

304 **25. NO OTHER PARTY OR INTENDED BENEFICIARIES.** Nothing in this contract shall be deemed to inure to the benefit of  
305 any person other than Landlord, Broker and Brokerage Firm.  
306

307 **26. NOTICE, DELIVERY AND CHOICE OF LAW.**  
308  
309

310 a. **Physical Delivery.** Except as provided in § 26b below, any notice to the other party to this contract must be in writing,  
311 and is effective upon physical receipt.

312 b. **Electronic Delivery.** As an alternative to physical delivery, any signed document and written notice may be delivered  
313 in electronic form by the following indicated methods only:  
314  **Facsimile**  **E-mail**  **No Electronic Delivery.** Documents with original signatures shall be provided upon request of any party.

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315 c. **Choice of Law.** This contract and all disputes arising hereunder shall be governed by and construed in accordance  
316 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  
317 in Colorado.

318  
319 **27. MODIFICATION OF THIS LISTING CONTRACT.** No subsequent modification of any of the terms of this contract shall be  
320 valid, binding upon the parties, or enforceable unless made in writing and signed by the parties.  
321

322 **28. COUNTERPARTS.** If more than one person is named as a Landlord herein, this contract may be executed by each Landlord,  
323 separately, and when so executed, such copies taken together with one executed by Broker on behalf of Brokerage Firm shall be deemed to  
324 be a full and complete contract between the parties.  
325

326 **29. ENTIRE AGREEMENT.** This agreement constitutes the entire contract between the parties, and any prior agreements, whether  
327 oral or written, have been merged and integrated into this contract.  
328

329 **30. COPY OF CONTRACT.** Landlord acknowledges receipt of a copy of this contract signed by Broker, including all attachments.  
330

331  
332 Brokerage Firm authorizes Broker to execute this Listing Contract on behalf of Brokerage Firm.  
333

334 Date: \_\_\_\_\_ Date: \_\_\_\_\_  
335

336  
337 \_\_\_\_\_  
338 Landlord Landlord

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

340 Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

341 Email Address: \_\_\_\_\_  
342

343  
344 Date: \_\_\_\_\_  
345

346 Broker's Name: \_\_\_\_\_  
347

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

349 Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

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

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

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

353 Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

354 Email Address: \_\_\_\_\_  
355

**Exclusive Tenant Contract (All Types of Properties) ETC59-10-05**

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2 Commission. (ETC59-10-05) (Mandatory 1-06)

3  
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5 **THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.**  
6 Compensation charged by real estate brokerage firms is not set by law. Such charges are established by  
7 each real estate brokerage firm.

8  
9 **DIFFERENT BROKERAGE RELATIONSHIPS ARE AVAILABLE WHICH INCLUDE**  
10 **LANDLORD AGENCY, TENANT AGENCY, SELLER AGENCY, BUYER AGENCY OR**  
11 **TRANSACTION-BROKERAGE.**

12  
13 **EXCLUSIVE TENANT CONTRACT**  
14 **(FOR ALL TYPES OF PREMISES)**

15  
16  **TENANT AGENCY**     **TRANSACTION-BROKERAGE**

17  
18 Date: \_\_\_\_\_

19  
20  
21 **1. AGREEMENT.** Tenant and Brokerage Firm enter into this exclusive, irrevocable contract as of  
22 the date set forth above.

23  
24 **2. BROKER AND BROKERAGE FIRM.**

25  
26  **a. Multiple-Person Firm.** If this box is checked, the individual designated by Brokerage  
27 Firm to serve as the broker of Tenant and to perform the services for Tenant required by this contract is  
28 called Broker. If more than one individual is so designated, then references in this contract to Broker  
29 shall include all persons so designated, including substitute or additional brokers. The brokerage  
30 relationship exists only with Broker and does not extend to the employing broker, Brokerage Firm or to  
31 any other brokers employed or engaged by Brokerage Firm who are not so designated.

32  
33  **b. One-Person Firm.** If this box is checked, Broker is a real estate brokerage firm with  
34 only one licensed natural person. References in this contract to Broker or Brokerage Firm mean both the  
35 licensed natural person and brokerage firm, who serve as the broker of Tenant and perform the services  
36 for Tenant required by this contract.

37  
38 **3. DEFINED TERMS.**

39  
40 **a. Tenant:** \_\_\_\_\_,

41  
42 and any other person or entity on whose behalf the named party acts, directly or indirectly, to Lease the  
43 Premises.

44  
45 **b. Brokerage Firm:** \_\_\_\_\_

46  
47 **c. Broker:** \_\_\_\_\_

48  
49 **d. Premises.** Premises means real estate which substantially meets the following  
50 requirements or similar real estate acceptable to Tenant:

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**e. Lease.**

(1) Lease of the Premises or Lease means any lease of an interest in the Premises.

(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.

**f. Term.** The Term of this contract shall begin on \_\_\_\_\_, and shall continue through the earlier of (1) completion of the Lease 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 § 8 of this contract.

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

**4. BROKERAGE SERVICES AND DUTIES.** Brokerage Firm, acting through Broker, shall provide brokerage services to Tenant. Broker, acting as either a Transaction-Broker or a Tenant's Agent, shall perform the following **Uniform Duties** when working with Tenant:

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

- (1) Performing the terms of any written or oral agreement with Tenant;
- (2) Presenting all offers to and from Tenant in a timely manner regardless of whether Tenant is already a party to a written agreement to Lease the Premises;
- (3) Disclosing to Tenant adverse material facts actually known by Broker;
- (4) Advising Tenant regarding the transaction and to obtain expert advice as to material matters about which Broker knows but the specifics of which are beyond the expertise of Broker;
- (5) Accounting in a timely manner for all money and property received; and
- (6) Keeping Tenant fully informed regarding the transaction.

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

- (1) That Tenant is willing to pay more than the offered lease rate for the Premises;
- (2) What Tenant's motivating factors are;
- (3) That Tenant will agree to Lease terms other than those offered;
- (4) Any material information about Tenant unless disclosure is required by law or failure to disclose such information would constitute fraud or dishonest dealing; or
- (5) Any facts or suspicions regarding circumstances that could psychologically impact or stigmatize the Premises.



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

105  
106           d.     Broker may show premises in which Tenant is interested to other prospective tenants  
107 without breaching any duty or obligation to Tenant. Broker shall not be prohibited from showing  
108 competing tenants the same property and from assisting competing tenants in attempting to lease a  
109 particular property.

110  
111           e.     Broker shall not be obligated to seek other properties while Tenant is already a party to a  
112 lease or letter of intent to lease.

113  
114           f.     Broker has no duty to conduct an independent inspection of the Premises for the benefit  
115 of Tenant and has no duty to independently verify the accuracy or completeness of statements made by a  
116 landlord or independent inspectors. Broker has no duty to conduct an independent investigation of  
117 Tenant's financial condition or to verify the accuracy or completeness of any statement made by Tenant.

118  
119           g.     Broker shall disclose to any prospective landlord all adverse material facts actually  
120 known by Broker, including but not limited to adverse material facts concerning Tenant's financial  
121 ability to perform the terms of the transaction.

122  
123           h.     Tenant shall not be liable for the acts of Broker unless such acts are approved, directed or  
124 ratified by Tenant.

125  
126 **5.     ADDITIONAL DUTIES OF TENANT'S AGENT.** If the Tenant Agency box at the top of  
127 page 1 is checked, Broker is a limited agent of Tenant, with the following additional duties:

128  
129           a.     Promoting the interests of Tenant with the utmost good faith, loyalty and fidelity.

130  
131           b.     Seeking lease rates and terms that are acceptable to Tenant.

132  
133           c.     Counseling Tenant as to any material benefits or risks of a transaction that are actually  
134 known by Broker.

135  
136 **6.     BROKERAGE RELATIONSHIP.**

137  
138           a.     If the Tenant Agency box at the top of page 1 is checked, Broker shall represent Tenant  
139 as a Tenant's Agent. If the Transaction-Brokerage box at the top of page 1 is checked, Broker shall act  
140 as a Transaction-Broker.

141  
142           b.     **In-Company Transaction – Different Brokers.** When the landlord and Tenant in a  
143 transaction are working with different brokers, those brokers continue to conduct themselves consistent  
144 with the brokerage relationships they have established. Tenant acknowledges that Brokerage Firm is  
145 allowed to offer and pay compensation to brokers within Brokerage Firm working with a landlord.

146  
147           c.     **In-Company Transaction – One Broker.** If the landlord and Tenant are both working  
148 with the same broker, Broker shall function as:

149

150 (1) **TENANT’S AGENT.** If the Tenant Agency box at the top of page 1 is checked,  
151 the parties agree the following applies:

152

153 **Check One Box Only**

154

155  (a) **Tenant Agency.** If this box is checked, Broker shall represent Tenant as  
156 Tenant's Agent and shall treat the landlord as a customer. A customer is a party to a transaction with  
157 whom Broker has no brokerage relationship. Broker shall disclose to such customer Broker's  
158 relationship with Tenant.

159

160  (b) **Tenant Agency Unless Brokerage Relationship with Both.** If this box  
161 is checked, Broker shall represent Tenant as Tenant's Agent and shall treat the landlord as a customer,  
162 unless Broker currently has or enters into an agency or Transaction-Brokerage relationship with the  
163 landlord, in which case Broker shall act as a Transaction-Broker, performing the duties described in § 4  
164 and facilitating lease transactions without being an advocate or agent for either party.

165

166 (2) **TRANSACTION-BROKER.** If the Transaction-Brokerage box at the top of  
167 page 1 is checked, or in the event neither box is checked, Broker shall work with Tenant as a  
168 Transaction-Broker. If the landlord and Tenant are working with the same broker, Broker shall continue  
169 to function as a Transaction-Broker.

170

171 7. **TENANT'S OBLIGATIONS TO BROKER.** Tenant agrees to conduct all negotiations for the  
172 Lease of the Premises only through Broker, and to refer to Broker all communications received in any  
173 form from real estate brokers, prospective landlords, owners, or any other source during the Term of this  
174 contract. Tenant represents that Tenant  **Is**  **Is Not** currently a party to any agreement with any  
175 other broker to represent or assist Tenant in the location or Lease of the Premises.

176

177 8. **COMPENSATION TO BROKERAGE FIRM.** In consideration of the services to be  
178 performed by Broker, Tenant shall pay Brokerage Firm as set forth in this section, with no discount or  
179 allowance for any efforts made by Tenant or any other person.

180

181 **Check Compensation Arrangement:**

182

183  a. **Listing Brokerage Firm, Landlord or Sublandlord May Pay. Tenant is NOT**  
184 **Obligated to Pay.** Broker is authorized to obtain payment of the Brokerage Firm’s fee from the listing  
185 brokerage firm, landlord or sublandlord. Brokerage Firm shall be entitled to receive additional  
186 compensation, bonuses, and incentives paid by listing brokerage firm, landlord or sublandlord. Broker  
187 shall inform Tenant of the fee to be paid to Brokerage Firm and, if there is a written fee agreement,  
188 Broker shall supply a copy to Tenant, upon written request of Tenant. Tenant shall **not** be obligated to  
189 pay Brokerage Firm’s fee. This subsection shall apply to  **New Premises**  **Tenant’s Existing**  
190 **Premises**  **Both.**

191

192  b. **Listing Brokerage Firm, Landlord or Sublandlord May Pay. Tenant IS Obligated**  
193 **to Pay.** Broker is authorized and instructed to request payment of the Brokerage Firm’s fee from the  
194 listing brokerage firm, landlord or sublandlord. Brokerage Firm shall be entitled to receive additional  
195 compensation, bonuses, and incentives paid by listing brokerage firm, landlord or sublandlord. Broker  
196 shall inform Tenant of the fee to be paid to Brokerage Firm and, if there is a written fee agreement,  
197 Broker shall supply a copy to Tenant, upon written request of Tenant. Tenant shall be obligated to pay  
198 any portion of Brokerage Firm's fee as described below which is not paid by the listing brokerage firm,  
199 landlord or sublandlord. This subsection shall apply to  **New Premises**  **Tenant’s Existing**

200 Premises  Both.

201

202  (1) **Success Fee.** Brokerage Firm shall be paid a fee of:  (a) \$ \_\_\_\_\_  
203 **Per Square Foot** per \_\_\_\_\_, up to a maximum of \_\_\_\_\_; or  
204  (b) \_\_\_\_\_ % of the  **Net**  **Gross** amount of the rent payable under the lease up to a maximum  
205 of \_\_\_\_\_; or  (c) \$ \_\_\_\_\_. The Success Fee is earned by the Brokerage Firm upon  
206 the execution of the Lease. One-half of this fee shall be paid upon the execution of the Lease and one-  
207 half upon possession of the Premises by Tenant or as follows: \_\_\_\_\_  
208 \_\_\_\_\_  
209 \_\_\_\_\_

210

211  (2) **Hourly Fee.** Brokerage Firm shall be paid \$ \_\_\_\_\_ per hour for time spent by  
212 Broker pursuant to this contract, up to a maximum total fee of \$ \_\_\_\_\_. This hourly fee shall be paid  
213 to Brokerage Firm upon receipt of an invoice from Brokerage Firm.

214

215  (3) **Retainer Fee.** Tenant shall pay Brokerage Firm a nonrefundable retainer fee of  
216 \$ \_\_\_\_\_ due and payable upon signing of this contract. This amount  **Shall**  **Shall Not** be  
217 credited against other fees payable to Brokerage Firm under this section.

218

219  (4) **Other Compensation.** \_\_\_\_\_  
220 \_\_\_\_\_  
221 \_\_\_\_\_

222

223  c. **Purchase Fee.** If the box in subsection 3e(2) is checked and if Brokerage Firm is unable  
224 to obtain payment of Brokerage Firm's entire fee from listing brokerage firm or seller, Tenant shall pay  
225 the Brokerage Firm a fee equal to the greater of \$ \_\_\_\_\_ or \_\_\_\_\_ % of the purchase price for  
226 the Premises, less any amounts paid by the listing brokerage firm or seller, payable upon delivery of  
227 deed.

228

229 d. **Fee for Extension and Renewal.** If the Lease, executed after the date of this contract,  
230 contains an option to extend or renew, Brokerage Firm  **Shall**  **Shall Not** be paid a fee upon  
231 exercise of such extension or renewal option. If Brokerage Firm is to be paid a fee for such extension or  
232 renewal, the amount of such fee and its payment shall be as follows: \_\_\_\_\_  
233 \_\_\_\_\_

234

235 e. **Holdover Period.** The Brokerage Firm's fee shall apply to Premises leased [or  
236 purchased if the subsection 3e(2) is checked] during the Term of this contract or any extensions and  
237 shall also apply to the Premises leased or purchased within \_\_\_\_\_ calendar days after this contract  
238 expires or is terminated (Holdover Period) if the Premises is one on which Broker negotiated and if  
239 Broker submitted its address or other description in writing to Tenant during the Term. Provided,  
240 however, if a commission is earned by another real estate brokerage firm acting pursuant to an exclusive  
241 agreement with Tenant entered into during the Holdover Period, Brokerage firm shall be owed no  
242 compensation to Brokerage Firm under subsections 8b(1), 8b(4), 8c or 8d above.

243

244 **9. LIMITATION ON THIRD-PARTY COMPENSATION.** Neither Broker nor Brokerage  
245 Firm, except as set forth in § 8, shall accept compensation from any other person or entity in connection  
246 with the Premises without the written consent of Tenant. Additionally, neither Broker nor Brokerage  
247 Firm shall be permitted to assess and receive mark-ups or other compensation for services performed by  
248 any third party or affiliated business entity unless Tenant signs a separate written consent for such  
249 services.

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**10. COSTS OF SERVICES OR PRODUCTS OBTAINED FROM OUTSIDE SOURCES.**

Broker will not obtain or order products or services from outside sources unless Tenant has agreed to pay for them promptly when due (examples: space planning, drawings, surveys, radon tests, soil tests, title reports, engineering studies, property inspections). Neither Broker nor Brokerage Firm shall be obligated to advance funds for Tenant. Tenant shall reimburse Brokerage Firm for payments made by Brokerage Firm for such products or services authorized by Tenant.

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

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

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

**14. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this document, Tenant 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 contract.

**15. MEDIATION.** If a dispute arises relating to this 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 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.

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

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

**18. ATTACHMENTS.** The following are a part of this contract:

300 **19. NOTICE, DELIVERY AND CHOICE OF LAW.**

301

302 **a. Physical Delivery.** Except for the notice requesting mediation described in § 15, and  
303 except as provided in § 19b below, any notice to the other party to this contract must be in writing and is  
304 effective upon receipt.

305

306 **b. Electronic Delivery.** As an alternative to physical delivery, any signed documents and  
307 written notice may be delivered in electronic form by the following indicated methods only:

308  **Facsimile**  **E-mail**  **None.** Documents with original signatures shall be provided upon  
309 request of any party.

310

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

314

315 **20. MODIFICATION OF THIS CONTRACT.** No subsequent modification of any of the terms of  
316 this contract shall be valid, binding upon the parties, or enforceable unless in writing and signed by the  
317 parties.

318

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

323

324 **22. ENTIRE AGREEMENT.** This agreement constitutes the entire contract between the parties  
325 and any prior agreements, whether oral or written, have been merged and integrated into this contract.

326

327 **23. COPY OF CONTRACT.** Tenant acknowledges receipt of a copy of this contract signed by  
328 Broker, including all attachments.

329

330 Brokerage Firm authorizes Broker to execute this contract on behalf of Brokerage Firm.

331

332

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

334

335 \_\_\_\_\_

336 Tenant Tenant

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

338 Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

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

340

341 \_\_\_\_\_

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

343 \_\_\_\_\_ Broker

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

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

346 Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

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

348

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

*Colorado Real Estate Manual*

350 Address: \_\_\_\_\_  
351 Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_  
352 Email Address: \_\_\_\_\_  
353

**Contract to Buy & Sell Real Estate (Residential) CBS1-10-06**

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (CBS1-10-06) (Mandatory 1-07)

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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  
(ALL TYPES OF PROPERTIES)**

Date: \_\_\_\_\_  
Purchase Price: \$ \_\_\_\_\_

**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.**

**a. Buyer.** Buyer, \_\_\_\_\_, will take title to the real property described below as  **Joint**

**Tenants**  **Tenants In Common**  **Other** \_\_\_\_\_.

**b. 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.

**c. Dates and Deadlines.**

Item No.	Reference	Event	Date or Deadline
1	§ 4a	Alternative Earnest Money Deadline	
2	§ 5a	Loan Application Deadline	
3	§ 5b	Loan Conditions Deadline	
4	§ 5c	Buyer's Credit Information Deadline	
5	§ 5c	Disapproval of Buyer's Credit Information Deadline	
6	§ 5d	Existing Loan Documents Deadline	
7	§ 5d	Existing Loan Documents Objection Deadline	
8	§ 5d	Loan Transfer Approval Deadline	
9	§ 6a(2)	Appraisal Deadline	
10	§ 7a	Title Deadline	
11	§ 8a	Title Objection Deadline	
12	§ 7c	Survey Deadline	
13	§ 8c(2)	Survey Objection Deadline	
14	§ 7b	Document Request Deadline	
15	§ 7d(5)	CIC Documents Objection Deadline	
16	§ 8b	Off-Record Matters Deadline	
17	§ 8b	Off-Record Matters Objection Deadline	
18	§ 8f	Right of First Refusal Deadline	
19	§ 10a	Seller's Property Disclosure Deadline	
20	§ 10b	Inspection Objection Deadline	
21	§ 10c	Resolution Deadline	
22	§ 10d	Property Insurance Objection Deadline	
23	§ 12	<b>Closing Date</b>	
24	§ 17	Possession Date	
25	§ 17	Possession Time	
26	§ 29	<b>Acceptance Deadline Date</b>	
27	§ 29	<b>Acceptance Deadline Time</b>	

**d. Attachments.** The following are a part of this Contract:

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

30 e. **Applicability of Terms.** A check or similar mark in a box means that such provision is applicable. The abbreviation "N/A" or the word  
 31 "Deleted" means not applicable and when inserted on any line in **Dates and Deadlines** (§ 2c), it means that the corresponding provision of the  
 32 Contract to which reference is made is deleted. The abbreviation "MEC" (mutual execution of this Contract) means the latest date upon which  
 33 both parties have signed this Contract.

34 **3. INCLUSIONS AND EXCLUSIONS.**

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

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

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

44 (3) **Other Inclusions.**

45  
 46 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 other applicable  
 49 legal instrument.

50 (4) **Trade Fixtures.** With respect to trade fixtures, Seller and Buyer agree as follows:

51  
 52 The Trade Fixtures to be conveyed at Closing shall be conveyed, by Seller, free and clear of all taxes (except personal property taxes for  
 53 the year of Closing), liens and encumbrances, except \_\_\_\_\_. Conveyance shall be by bill of sale or other applicable legal  
 54 instrument.

55 (5) **Parking and Storage Facilities.**  **Use Only**  **Ownership** of the following parking facilities: \_\_\_\_\_;  
 56 and  **Use Only**  **Ownership** of the following storage facilities: \_\_\_\_\_.

57 (6) **Water Rights.** The following legally described water rights:

58  
 59 Any water rights shall be conveyed by \_\_\_\_\_ deed or other applicable legal instrument. The Well Permit # is \_\_\_\_\_.

60 (7) **Growing Crops.** With respect to growing crops, Seller and Buyer agree as follows:

61 b. **Exclusions.** The following items are excluded: \_\_\_\_\_.

62 **4. PURCHASE PRICE AND TERMS.** The Purchase Price set forth below shall be payable in U.S. Dollars by Buyer as follows:

63

Item No.	Reference	Item	Amount	Amount
1	§ 4	Purchase Price	\$	
2	§ 4a	Earnest Money		\$
3	§ 4d(1)	New First Loan		
4	§ 4d(2)	New Second Loan		
5	§ 4e	Assumption Balance		
6	§ 4f	Seller or Private Financing		
7				
8				
9	§ 4b	Cash at Closing		
10		<b>TOTAL</b>	\$	\$

64  
 65 Note: If there is an inconsistency between the Purchase Price on the first page and this § 4, the amount in § 4 shall control.

66  
 67 a. **Earnest Money.** The Earnest Money set forth in this section, in the form of \_\_\_\_\_, is part payment of the Purchase Price  
 70 and shall be payable to and held by \_\_\_\_\_ (Earnest Money Holder), in its trust account, on behalf of both Seller and  
 71 Buyer. The Earnest Money deposit shall be tendered with this Contract unless the parties mutually agree to an **Alternative Earnest Money**  
 72 **Deadline** (§ 2c) for its payment. The parties authorize delivery of the Earnest Money deposit to the closing company, if any, at or before Closing.  
 73 In the event Earnest Money Holder has agreed to have interest on Earnest Money deposits transferred to a fund established for the purpose of  
 74 providing affordable housing to Colorado residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money  
 75 deposited with the Earnest Money Holder in this transaction shall be transferred to such fund.

76 b. **Cash at Closing.** All amounts paid by Buyer at Closing including cash at Closing, plus Buyer's closing costs, shall be in funds which  
 77 comply with all applicable Colorado laws, which include cash, electronic transfer funds, certified check, savings and loan teller's check and  
 78 cashier's check (Good Funds).

79 c. **Down Payment Assistance; Seller Paid Costs.** Seller, at Closing, shall credit \$ \_\_\_\_\_ to Buyer to assist with Buyer's down  
 80 payment. Seller shall also, at Closing, credit to Buyer the amount of \$ \_\_\_\_\_ to assist with Buyer's closing costs, not to exceed the amount  
 81 due from Buyer for such costs. These amounts are in addition to any sum Seller has agreed to pay or credit Buyer elsewhere in this Contract.

82 d. **New Loan.**

83 (1) **New First Loan.** Buyer shall obtain a new loan set forth in this section as follows:  
 84



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85  **Conventional**  **FHA**  **VA**  **Other** \_\_\_\_\_.

86 This loan will be secured by a \_\_\_\_\_ (1<sup>st</sup>, 2<sup>nd</sup>, etc.) deed of trust.

87 The loan may be increased to add the cost of mortgage insurance, VA funding fee and other items for a total loan amount, not in excess of

88 \$ \_\_\_\_\_, shall be amortized over a period of \_\_\_\_\_  **Years**  **Months** at approximately \$ \_\_\_\_\_ per

89 \_\_\_\_\_ including principal and interest not to exceed \_\_\_\_\_ % per annum, plus, if required by Buyer's lender, a deposit of \_\_\_\_\_

90 \_\_\_\_\_ of the estimated annual real estate taxes, property insurance premium, and mortgage insurance premium. If the loan is an adjustable interest

91 rate or graduated payment loan, the payments and interest rate initially shall not exceed the figures set forth above.

92 Loan discount points, if any, shall be paid to lender at Closing and shall not exceed \_\_\_\_\_ % of the total loan amount. Notwithstanding the loan's

93 interest rate, the first \_\_\_\_\_ loan discount points shall be paid by \_\_\_\_\_, and the balance, if any, shall be paid by \_\_\_\_\_.

94 Buyer shall timely pay Buyer's loan costs and a loan origination fee not to exceed \_\_\_\_\_ % of the loan amount. If the loan is an FHA/VA

95 insured or guaranteed loan, Seller shall pay closing costs and fees, not to exceed \$ \_\_\_\_\_, that Buyer is not allowed by law to pay for tax

96 service and \_\_\_\_\_.

97 **(2) New Second Loan.** Buyer shall obtain a new loan set forth in this section as follows:

98 This loan will be secured by a \_\_\_\_\_ (2<sup>nd</sup>, etc.) deed of trust.

99 The total loan amount, not in excess of \$ \_\_\_\_\_, shall be amortized over a period of \_\_\_\_\_  **Years**  **Months** at approximately

100 \$ \_\_\_\_\_ per \_\_\_\_\_ including principal and interest not to exceed \_\_\_\_\_ % per annum. If the loan is an adjustable interest rate or graduated

101 payment loan, the payments and interest rate initially shall not exceed the figures set forth above.

102 Loan discount points, if any, shall be paid to lender at Closing and shall not exceed \_\_\_\_\_ % of the total loan amount. Notwithstanding the loan's

103 interest rate, the first \_\_\_\_\_ loan discount points shall be paid by \_\_\_\_\_, and the balance, if any, shall be paid by \_\_\_\_\_.

104 Buyer shall timely pay Buyer's loan costs and a loan origination fee not to exceed \_\_\_\_\_ % of the loan amount.

105 **e. Assumption.** Buyer agrees to assume and pay an existing loan in the approximate amount of the Assumption Balance set forth in this

106 section, presently payable at \$ \_\_\_\_\_ per \_\_\_\_\_ including principal and interest presently at \_\_\_\_\_ % per annum, and also including escrow for

107 the following as indicated:  **Real Estate Taxes**  **Property Insurance Premium**  **Mortgage Insurance Premium** and

108 \_\_\_\_\_.

109 Buyer agrees to pay a loan transfer fee not to exceed \$ \_\_\_\_\_. At the time of assumption, the new interest rate shall not exceed

110 \_\_\_\_\_ % per annum and the new payment shall not exceed \$ \_\_\_\_\_ per \_\_\_\_\_ principal and interest, plus escrow, if any. If the actual

111 principal balance of the existing loan at Closing is less than the Assumption Balance, which causes the amount of cash required from Buyer at

112 Closing to be increased by more than \$ \_\_\_\_\_, then  **Buyer May Terminate** this Contract effective upon receipt by Seller of

113 Buyer's written notice of termination or  \_\_\_\_\_.

114 Seller  **Shall**  **Shall Not** be released from liability on said loan. If applicable, compliance with the requirements for release from liability

115 shall be evidenced by delivery at Closing of an appropriate letter of commitment from lender. Cost payable for release of liability shall be paid by

116 \_\_\_\_\_ in an amount not to exceed \$ \_\_\_\_\_.

117 **f. Seller or Private Financing.** Buyer agrees to execute a promissory note payable to \_\_\_\_\_, as  **Joint Tenants**

118 **Tenants In Common**  **Other** \_\_\_\_\_, on the note form as indicated:

119  **(Default Rate)** NTD81-10-06  **Other** \_\_\_\_\_ secured by a \_\_\_\_\_ (1<sup>st</sup>, 2<sup>nd</sup>, etc.) deed of trust

120 encumbering the Property, using the form as indicated:

121  **Strict Due-On-Sale** (TD72-10-06)  **Creditworthy** (TD73-10-06)  **Assumable – Not Due On Sale** (TD74-10-06)

122  **Other** \_\_\_\_\_.

123 The promissory note shall be amortized on the basis of \_\_\_\_\_  **Years**  **Months**, payable at \$ \_\_\_\_\_ per \_\_\_\_\_ including principal and

124 interest at the rate of \_\_\_\_\_ % per annum. Payments shall commence \_\_\_\_\_ and shall be due on the \_\_\_\_\_ day of each succeeding \_\_\_\_\_.  
 125 If not sooner paid, the balance of principal and accrued interest shall be due and payable \_\_\_\_\_ after Closing. Payments  **Shall**  **Shall**

126 **Not** be increased by \_\_\_\_\_ of estimated annual real estate taxes, and  **Shall**  **Shall Not** be increased by \_\_\_\_\_ of

127 estimated annual property insurance premium. The loan shall also contain the following terms: (1) if any payment is not received within \_\_\_\_\_

128 calendar days after its due date, a late charge of \_\_\_\_\_ % of such payment shall be due, (2) interest on lender disbursements under the deed of trust

129 shall be \_\_\_\_\_ % per annum, (3) default interest rate shall be \_\_\_\_\_ % per annum, (4) Buyer may prepay without a penalty except \_\_\_\_\_,

130 and (5) Buyer  **Shall**  **Shall Not** execute and deliver, at Closing, a Security Agreement and UCC-1 Financing Statement granting the holder

131 of the promissory note a \_\_\_\_\_ (1<sup>st</sup>, 2<sup>nd</sup>, etc.) lien on the personal property included in this sale.

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

133 **5. FINANCING CONDITIONS AND OBLIGATIONS.**

134 **a. Loan Application.** If Buyer is to pay all or part of the Purchase Price by obtaining a new loan, or if an existing loan is not to be released

135 at Closing, Buyer, if required by such lender, shall make a verifiable application by **Loan Application Deadline** (§ 2c). Buyer shall cooperate with

136 Seller and lender to obtain loan approval, **DILIGENTLY AND TIMELY PURSUE SAME IN GOOD FAITH**, execute all documents and

137 furnish all information and documents required by lender, and, subject to subsections 4d(1) and (2) and § 4e, timely pay the costs of obtaining such

138 loan or lender's consent. Buyer agrees to satisfy the reasonable requirements of lender, and shall not withdraw the loan or assumption application,

139 nor intentionally cause any change in circumstances that would prejudice lender's approval of the loan application or funding of the loan. Buyer

140 may obtain different financing provided Seller incurs no additional delay, cost or expense, and provided Buyer is approved for such substitute loan.

141 **b. Loan Conditions.** If Buyer is to pay all or part of the Purchase Price by obtaining a new loan as specified in § 4d, this Contract is

142 conditional upon Buyer's approval of the availability, terms, conditions and cost for the new loan. This condition is for the benefit of Buyer and

143 shall be deemed waived unless Seller receives from Buyer, no later than **Loan Conditions Deadline** (§ 2c), written notice of Buyer's election to

144 terminate this Contract as such loan was not satisfactory to Buyer. Buyer shall not have the right to terminate under this § 5b based on the terms or

145 conditions of any loan that is the same as set forth in § 4. If Buyer so notifies Seller, this Contract shall terminate. **IF SELLER DOES NOT**

146 **RECEIVE WRITTEN NOTICE TO TERMINATE AND BUYER DOES NOT CLOSE, BUYER SHALL BE IN DEFAULT.**

147 **c. Credit Information and Buyer's New Senior Loan.** If Buyer is to pay all or part of the Purchase Price by executing a promissory note

148 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 approval

149 of Buyer's financial ability and creditworthiness, which approval shall be at Seller's sole and absolute discretion. In such case: (1) Buyer shall

150 supply to Seller by **Buyer's Credit Information Deadline** (§ 2c), at Buyer's expense, information and documents (including a current credit

151 report) concerning Buyer's financial, employment and credit condition; (2) Buyer consents that Seller may verify Buyer's financial ability and

152 creditworthiness; (3) any such information and documents received by Seller shall be held by Seller in confidence, and not released to others  
 153 except to protect Seller's interest in this transaction; (4) in the event Buyer is to execute a promissory note secured by a deed of trust in favor of  
 154 Seller, this Contract, for the benefit of Seller, is conditional upon Seller's approval of the terms and conditions of any new loan to be obtained by  
 155 Buyer if the deed of trust to Seller is to be subordinate to Buyer's new loan (**Buyer's New Senior Loan**); Seller shall not have the right to  
 156 terminate under this § 5c for any loan when all such specific terms and provisions (e.g., interest rate, principal, payments, prepayment penalties,  
 157 due date, etc.) are met as set forth in § 4 or elsewhere in this Contract; and (5) if Seller does not deliver written notice of Seller's disapproval of  
 158 Buyer's financial ability and creditworthiness or of **Buyer's New Senior Loan** to Buyer by **Disapproval of Buyer's Credit Information**  
 159 **Deadline** (§ 2c), then Seller waives the conditions set forth in this section. If Seller does deliver written notice of disapproval to Buyer on or before  
 160 said date, this Contract shall terminate.

161 **d. Existing Loan Review.** If an existing loan is not to be released at Closing, Seller shall deliver copies of the loan documents (including  
 162 note, deed of trust, and any modifications) to Buyer by **Existing Loan Documents Deadline** (§ 2c). For the benefit of Buyer, this Contract is  
 163 conditional upon Buyer's review and approval of the provisions of such loan documents. If written notice of objection to such loan documents,  
 164 signed by Buyer, is not received by Seller by **Existing Loan Documents Objection Deadline** (§ 2c), Buyer accepts the terms and conditions of  
 165 the documents. If the lender's approval of a transfer of the Property is required, this Contract is conditional upon Buyer's obtaining such approval  
 166 without change in the terms of such loan, except as set forth in § 4e. If lender's approval is not obtained by **Loan Transfer Approval Deadline** (§  
 167 2c), this Contract shall terminate on such date. If Seller is to be released from liability under such existing loan and Buyer does not obtain such  
 168 compliance as set forth in § 4e, this Contract may be terminated at Seller's option.

169 **6. APPRAISAL PROVISIONS.**

170 **a. Appraisal Condition.**

- 171  **(1) Not Applicable.** This § 6a shall not apply.
- 172  **(2) Conventional.** Buyer shall have the sole option and election to terminate this Contract if the Purchase Price exceeds the Property's  
 173 valuation determined by an appraiser engaged by \_\_\_\_\_. This Contract shall terminate by Buyer delivering to Seller written  
 174 notice of termination and either a copy of such appraisal or written notice from lender that confirms the Property's valuation is less than the  
 175 Purchase Price, received on or before **Appraisal Deadline** (§ 2c). If Seller does not receive such written notice of termination on or before  
 176 **Appraisal Deadline** (§ 2c), Buyer waives any right to terminate under this subsection.
- 177  **(3) FHA.** It is expressly agreed that, notwithstanding any other provisions of this Contract, the Purchaser (Buyer) shall not be obligated  
 178 to complete the purchase of the Property described herein or to incur any penalty by forfeiture of Earnest Money deposits or otherwise unless the  
 179 Purchaser (Buyer) has been given in accordance with HUD/FHA or VA requirements a written statement issued by the Federal Housing  
 180 Commissioner, Department of Veterans Affairs, or a Direct Endorsement lender, setting forth the appraised value of the Property of not less than  
 181 \$\_\_\_\_\_. The Purchaser (Buyer) shall have the privilege and option of proceeding with the consummation of the Contract without regard  
 182 to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing  
 183 and Urban Development will insure. HUD does not warrant the value nor the condition of the Property. The Purchaser (Buyer) should satisfy  
 184 himself/herself that the price and condition of the Property are acceptable.
- 185  **(4) VA.** It is expressly agreed that, notwithstanding any other provisions of this Contract, the purchaser (Buyer) shall not incur any  
 186 penalty by forfeiture of Earnest Money or otherwise or be obligated to complete the purchase of the Property described herein, if the Contract  
 187 Purchase Price or cost exceeds the reasonable value of the Property established by the Department of Veterans Affairs. The purchaser (Buyer)  
 188 shall, however, have the privilege and option of proceeding with the consummation of this Contract without regard to the amount of the reasonable  
 189 value established by the Department of Veterans Affairs.

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

191 **7. EVIDENCE OF TITLE.**

192 **a. Evidence of Title.** On or before **Title Deadline** (§ 2c), Seller shall cause to be furnished to Buyer, at Seller's expense, a current  
 193 commitment for owner's title insurance policy (Title Commitment) in an amount equal to the Purchase Price, or if this box is checked,  **An**  
 194 **Abstract** of title certified to a current date. At Seller's expense, Seller shall cause the title insurance policy to be issued and delivered to Buyer as  
 195 soon as practicable at or after Closing. If a title insurance commitment is furnished, it  **Shall**  **Shall Not** commit to delete or insure over the  
 196 standard exceptions which relate to:

- 197 **(1)** parties in possession,  
 198 **(2)** unrecorded easements,  
 199 **(3)** survey matters,  
 200 **(4)** any unrecorded mechanics' liens,  
 201 **(5)** gap period (effective date of commitment to date deed is recorded), and  
 202 **(6)** unpaid taxes, assessments and unredeemed tax sales prior to the year of Closing.

203 Any additional premium expense to obtain this additional coverage shall be paid by  **Buyer**  **Seller**.

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

211 **c. Survey.** On or before **Survey Deadline** (§ 2c),  **Seller**  **Buyer** shall cause Buyer (and the issuer of the Title Commitment or the  
 212 provider of the opinion of title if an abstract) to receive a current  **Improvement Survey Plat**  **Improvement Location Certificate**   
 213 \_\_\_\_\_ (the description checked is known as Survey). An amount not to exceed \$\_\_\_\_\_ for Survey shall be paid by  **Buyer**   
 214 **Seller**. If the cost exceeds this amount,  **Buyer**  **Seller** shall pay the excess on or before Closing unless Buyer delivers to Seller before Survey  
 215 is ordered, Buyer's written notice allowing the exception for survey matters.

216 **d. Common Interest Community Documents.**

- 217  **(1) Not Applicable.** This § 7d shall not apply.

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218 (2) **Common Interest Community Disclosure.** THE PROPERTY IS LOCATED WITHIN A COMMON INTEREST  
219 COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR SUCH COMMUNITY. THE OWNER OF THE PROPERTY WILL BE  
220 REQUIRED TO BE A MEMBER OF THE OWNER'S ASSOCIATION FOR THE COMMUNITY AND WILL BE SUBJECT TO THE  
221 BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION. THE DECLARATION, BYLAWS, AND RULES AND  
222 REGULATIONS WILL IMPOSE FINANCIAL OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION  
223 TO PAY ASSESSMENTS OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION  
224 COULD PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS, AND  
225 RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING CHANGES TO THE PROPERTY  
226 WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A COMMITTEE OF THE ASSOCIATION) AND THE  
227 APPROVAL OF THE ASSOCIATION. PURCHASERS OF PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD  
228 INVESTIGATE THE FINANCIAL OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY  
229 READ THE DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION.

230  (3) **Not Conditional on Review.** Buyer acknowledges that Buyer has received a copy of the owners' association (Association)  
231 declarations, bylaws, rules and regulations, party wall agreements, minutes of most recent annual owners' meeting and minutes of any directors'  
232 meetings during the 6-month period immediately preceding Title Deadline, if any (Governing Documents), most recent financial documents  
233 consisting of (a) annual balance sheet, (b) annual income and expenditures statement, and (c) annual budget (Financial Documents), if any  
234 (collectively CIC Documents). Buyer has reviewed them, agrees to accept the benefits, obligations and restrictions that they impose upon the  
235 Property and its owners and waives any right to terminate this Contract due to such documents, notwithstanding the provisions of § 8e.

236 (4) **CIC Documents to Buyer.**

237  (a) **Seller to Provide CIC Documents.** Seller shall cause the CIC Documents to be provided to Buyer, at Seller's expense, on  
238 or before **Title Deadline** (§ 2c).

239  (b) **Seller Authorizes Association.** Seller authorizes the Association to provide the CIC Documents to Buyer, at Seller's  
240 expense.

241 (c) **Seller's Obligation.** Seller's obligation to provide the CIC Documents shall be fulfilled upon Buyer's receipt of the CIC  
242 Documents, regardless of who provides such documents.

243 (5) **Conditional on Buyer's Review.** If the box in either subsection 7d(4)(a) or subsection 7d(4)(b) is checked, the provisions of this  
244 subsection 7d(5) shall apply. Written notice of any unsatisfactory provision in any of the CIC Documents, in Buyer's subjective discretion, signed  
245 by Buyer, or on behalf of Buyer, and delivered to Seller on or before **CIC Documents Objection Deadline** (§ 2c), shall terminate this Contract.

246 Should Buyer receive the CIC Documents after **Title Deadline** (§ 2c), Buyer shall have the right, at Buyer's option, to terminate this  
247 Contract by written notice delivered to Seller on or before ten calendar days after Buyer's receipt of the CIC Documents. If Buyer does not receive  
248 the CIC Documents, or if such written notice to terminate would otherwise be required to be delivered after the Closing Date, Buyer's written  
249 notice to terminate shall be received by Seller on or before three calendar days prior to **Closing Date** (§ 2c). If Seller does not receive written  
250 notice from Buyer within such time, Buyer accepts the provisions of the CIC Documents, and Buyer's right to terminate this Contract pursuant to  
251 this subsection is waived, notwithstanding the provisions of § 8e.

252 NOTE: If no box in this § 7d is checked, the provisions of subsection 7d(4)(a) shall apply.

253 **8. TITLE AND SURVEY REVIEW.**

254 a. **Title Review.** Buyer shall have the right to inspect the Title Documents. Written notice by Buyer of unmerchantability of title, form or  
255 content of Title Commitment or of any other unsatisfactory title condition shown by the Title Documents, notwithstanding § 13, shall be signed by  
256 or on behalf of Buyer and delivered to Seller on or before **Title Objection Deadline** (§ 2c), or within five calendar days after receipt by Buyer of  
257 any change to the Title Documents or endorsement to the Title Commitment together with a copy of the document adding any new Exception to  
258 title. If Seller does not receive Buyer's notice by the date specified above, Buyer accepts the condition of title as disclosed by the Title Documents  
259 as satisfactory.

260 b. **Matters Not Shown by the Public Records.** Seller shall deliver to Buyer, on or before **Off-Record Matters Deadline** (§ 2c) true  
261 copies of all leases and surveys in Seller's possession pertaining to the Property and shall disclose to Buyer all easements, liens (including, without  
262 limitation, governmental improvements approved, but not yet installed) or other title matters (including, without limitation, rights of first refusal,  
263 and options) not shown by the public records of which Seller has actual knowledge. Buyer shall have the right to inspect the Property to  
264 investigate if any third party has any right in the Property not shown by the public records (such as an unrecorded easement, unrecorded lease, or  
265 boundary line discrepancy). Written notice of any unsatisfactory condition disclosed by Seller or revealed by such inspection, notwithstanding §  
266 13, shall be signed by or on behalf of Buyer and delivered to Seller on or before **Off-Record Matters Objection Deadline** (§ 2c). If Seller does  
267 not receive Buyer's notice by said date, Buyer accepts title subject to such rights, if any, of third parties of which Buyer has actual knowledge.

268 c. **Survey Review.**

269  (1) **Not Applicable.** This § 8c shall not apply.

270  (2) **Conditional on Survey.** If the box in this subsection 8c(2) is checked, Buyer shall have the right to inspect the Survey. If written  
271 notice by or on behalf of Buyer of any unsatisfactory condition shown by the Survey, notwithstanding § 8b or § 13, is received by Seller on or  
272 before **Survey Objection Deadline** (§ 2c) then such objection shall be deemed an unsatisfactory title condition. If Seller does not receive Buyer's  
273 notice by **Survey Objection Deadline** (§ 2c), Buyer accepts the Survey as satisfactory.

274 d. **Special Taxing Districts.** SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS  
275 PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY  
276 OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND EXCESSIVE TAX BURDENS TO SUPPORT  
277 THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO  
278 DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYER SHOULD INVESTIGATE THE DEBT  
279 FINANCING REQUIREMENTS OF THE AUTHORIZED GENERAL OBLIGATION INDEBTEDNESS OF SUCH DISTRICTS, EXISTING MILL  
280 LEVIES OF SUCH DISTRICT SERVICING SUCH INDEBTEDNESS, AND THE POTENTIAL FOR AN INCREASE IN SUCH MILL LEVIES.

281 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  
282 or on behalf of Buyer, is received by Seller on or before **Off-Record Matters Objection Deadline** (§ 2c), this Contract shall terminate. If Seller  
283 does not receive Buyer's notice by such date, Buyer accepts the effect of the Property's inclusion in such special taxing district and waives the  
284 right to terminate for that reason.

285 **e. Right to Object, Cure.** Buyer's right to object shall include, but not be limited to, those matters listed in § 13. If Seller receives notice  
 286 of unmerchantability of title or any other unsatisfactory title condition or commitment terms as provided in §§ 8a, b, c and d above, Seller shall use  
 287 reasonable efforts to correct said items and bear any nominal expense to correct the same prior to Closing. If such unsatisfactory title condition is  
 288 not corrected to Buyer's satisfaction on or before Closing, this Contract shall terminate; provided, however, Buyer may, by written notice received  
 289 by Seller on or before Closing, waive objection to such items.

290 **f. Right of First Refusal or Approval.** If there is a right of first refusal on the Property, or a right to approve this Contract, Seller shall  
 291 promptly submit this Contract according to the terms and conditions of such right. If the holder of the right of first refusal exercises such right or  
 292 the holder of a right to approve disapproves this Contract, this Contract shall terminate. If the right of first refusal is waived explicitly or expires,  
 293 or the Contract is approved, this Contract shall remain in full force and effect. Seller shall promptly notify Buyer of the foregoing. If expiration or  
 294 waiver of the right of first refusal or Contract approval has not occurred on or before **Right of First Refusal Deadline** (§ 2c), this Contract shall  
 295 terminate.

296 **g. Title Advisory.** The Title Documents affect the title, ownership and use of the Property and should be reviewed carefully. Additionally,  
 297 other matters not reflected in the Title Documents may affect the title, ownership and use of the Property, including without limitation boundary  
 298 lines and encroachments, area, zoning, unrecorded easements and claims of easements, leases and other unrecorded agreements, and various laws  
 299 and governmental regulations concerning land use, development and environmental matters. **The surface estate may be owned separately from**  
 300 **the underlying mineral estate, and transfer of the surface estate does not necessarily include transfer of the mineral rights or water rights.**  
 301 **Third parties may hold interests in oil, gas, other minerals, geothermal energy or water on or under the Property, which interests may**  
 302 **give them rights to enter and use the Property.** Such matters may be excluded from or not covered by the title insurance policy. Buyer is  
 303 advised to timely consult legal counsel with respect to all such matters as there are strict time limits provided in this Contract (e.g., **Title**  
 304 **Objection Deadline** [§ 2c] and **Off-Record Matters Objection Deadline** [§ 2c]).

305 **9. LEAD-BASED PAINT.** Unless exempt, if the improvements on the Property include one or more residential dwellings for which a building  
 306 permit was issued prior to January 1, 1978, this Contract shall be void unless a completed Lead-Based Paint Disclosure (Sales) form is signed by  
 307 Seller and the required real estate licensees, which must occur prior to the parties signing this Contract. Buyer acknowledges timely receipt of a  
 308 completed Lead-Based Paint Disclosure (Sales) form signed by Seller and the real estate licensees.

309 **10. PROPERTY DISCLOSURE, INSPECTION, INSURABILITY AND BUYER DISCLOSURE.**

310 **a. Seller's Property Disclosure Deadline.** On or before **Seller's Property Disclosure Deadline** (§ 2c), Seller agrees to deliver to Buyer  
 311 the most current version of the Seller's Property Disclosure form completed by Seller to the best of Seller's actual knowledge, current as of the  
 312 date of this Contract.

313 **b. Inspection Objection Deadline.** Buyer shall have the right to have inspections of the physical condition of the Property and Inclusions,  
 314 at Buyer's expense. If the physical condition of the Property or Inclusions is unsatisfactory in Buyer's subjective discretion, Buyer shall, on or  
 315 before **Inspection Objection Deadline** (§ 2c):

316 (1) notify Seller in writing that this Contract is terminated, or  
 317 (2) deliver to Seller a written description of any unsatisfactory physical condition which Buyer requires Seller to correct (Notice to  
 318 Correct).

319 If written notice is not received by Seller on or before **Inspection Objection Deadline** (§ 2c), the physical condition of the Property and  
 320 Inclusions shall be deemed to be satisfactory to Buyer.

321 **c. Resolution Deadline.** If a Notice to Correct is received by Seller and if Buyer and Seller have not agreed in writing to a settlement  
 322 thereof on or before **Resolution Deadline** (§ 2c), this Contract shall terminate one calendar day following **Resolution Deadline** (§ 2c), unless  
 323 before such termination Seller receives Buyer's written withdrawal of the Notice to Correct.

324 **d. Insurability.** This Contract is conditioned upon Buyer's satisfaction, in Buyer's subjective discretion, with the availability, terms and  
 325 conditions of and premium for property insurance. This Contract shall terminate upon Seller's receipt, on or before **Property Insurance**  
 326 **Objection Deadline** (§ 2c), of Buyer's written notice that such insurance was not satisfactory to Buyer. If said notice is not timely received, Buyer  
 327 shall have waived any right to terminate under this provision.

328 **e. Damage, Liens and Indemnity.** Buyer is responsible for payment for all inspections, tests, surveys, engineering reports, or any other  
 329 work performed at Buyer's request and shall pay for any damage which occurs to the Property and Inclusions as a result of such activities. Buyer  
 330 shall not permit claims or liens of any kind against the Property for inspections, tests, surveys, engineering reports, or any other work performed  
 331 on the Property at Buyer's request. Buyer agrees to indemnify, protect and hold Seller harmless from and against any liability, damage, cost or  
 332 expense incurred by Seller in connection with any such inspection, claim, or lien. This indemnity includes Seller's right to recover all costs and  
 333 expenses incurred by Seller to enforce this section, including Seller's reasonable attorney and legal fees. The provisions of this section shall  
 334 survive the termination of this Contract.

335 **f. Buyer Disclosure.** Buyer represents that Buyer  **Does**  **Does Not** need to sell and close a property to complete this transaction.

336 **Note:** Any property sale contingency should appear in **Additional Provisions** (§ 25).

337 **11. METHAMPHETAMINE LABORATORY DISCLOSURE.** The parties acknowledge that Seller is required to disclose whether Seller  
 338 knows that the Property was previously used as a methamphetamine laboratory. No disclosure is required if the Property was remediated in  
 339 accordance with state standards and other requirements are fulfilled pursuant to § 25-18.5-102, C.R.S. Buyer further acknowledges that Buyer has  
 340 the right to engage a certified hygienist or industrial hygienist to test whether the Property has ever been used as a methamphetamine laboratory.  
 341 In the event that the Property has been used as a methamphetamine laboratory, Buyer may deliver written notice to Seller, on or before Closing, to  
 342 terminate this Contract.

343 **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**  
 344 (§ 2c) or by mutual agreement at an earlier date. The hour and place of Closing shall be as designated by \_\_\_\_\_.

345 **13. TRANSFER OF TITLE.** Subject to tender or payment at Closing as required herein and compliance by Buyer with the other terms and  
 346 provisions hereof, Seller shall execute and deliver a good and sufficient \_\_\_\_\_ deed to Buyer, at Closing, conveying the Property free  
 347 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,  
 348 including any governmental liens for special improvements installed as of the date of Buyer's signature hereon, whether assessed or not. Title shall  
 349 be conveyed subject to:

350 **a.** those specific Exceptions described by reference to recorded documents as reflected in the Title Documents accepted by Buyer in  
 351 accordance with § 8a (Title Review),

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- 352       **b.** distribution utility easements (including cable TV),  
353       **c.** those specifically described rights of third parties not shown by the public records of which Buyer has actual knowledge and which were  
354 accepted by Buyer in accordance with § 8b (Matters Not Shown by the Public Records) and § 8c (Survey Review),  
355       **d.** inclusion of the Property within any special taxing district,  
356       **e.** the benefits and burdens of any recorded declaration and party wall agreements, if any, and  
357       **f.** other \_\_\_\_\_.
- 358 **14. PAYMENT OF ENCUMBRANCES.** Any encumbrance required to be paid shall be paid at or before Closing from the proceeds of this  
359 transaction or from any other source.
- 360 **15. CLOSING COSTS, DOCUMENTS AND SERVICES.**
- 361       **a. Good Funds.** Buyer and Seller shall pay, in Good Funds, their respective Closing costs and all other items required to be paid at  
362 Closing, except as otherwise provided herein.
- 363       **b. Closing Documents.** Buyer and Seller shall sign and complete all customary or reasonably required documents at or before Closing.
- 364       **c. Closing Services Fee.** Fees for real estate Closing services shall be paid at Closing by  Buyer  Seller  One-Half by Buyer and  
365 **One-Half by Seller.**
- 366       **d. Status Letter and Transfer Fees.** Any fees incident to the issuance of Association's statement of assessments (Status Letter) shall be  
367 paid by  Buyer  Seller  One-Half by Buyer and One-Half by Seller. Any fees incident to the transfer from Seller to Buyer assessed by  
368 the Association (Association's Transfer Fee) shall be paid by  Buyer  Seller  One-Half by Buyer and One-Half by Seller.
- 369       **e. Local Transfer Tax.** The local transfer tax of \_\_\_% of the Purchase Price shall be paid at Closing by  Buyer  Seller  One-Half  
370 **by Buyer and One-Half by Seller.**
- 371       **f. Sales and Use Tax.** Any sales and use tax that may accrue because of this transaction shall be paid when due by  Buyer  Seller  
372  One-Half by Buyer and One-Half by Seller.
- 373 **16. PRORATIONS.** The following shall be prorated to **Closing Date** (§ 2c), except as otherwise provided:
- 374       **a. Taxes.** Personal property taxes, if any, and general real estate taxes for the year of Closing, based on  Taxes for the Calendar Year  
375 **Immediately Preceding Closing**  **Most Recent Mill Levy and Most Recent Assessed Valuation**  **Other** \_\_\_\_\_.
- 376       **b. Rents.** Rents based on  **Rents Actually Received**  **Accrued.** Security deposits held by Seller shall be credited to Buyer. Seller shall  
377 assign all leases to Buyer and Buyer shall assume such leases.
- 378       **c. Association Assessments.** Current regular Association assessments and Association dues (Association Assessments) paid in advance  
379 shall be credited to Seller at Closing. Cash reserves held out of the regular Association Assessments for deferred maintenance by the Association  
380 shall not be credited to Seller except as may be otherwise provided by the Governing Documents. Any special assessment by the Association for  
381 improvements that have been installed as of the date of Buyer's signature hereon shall be the obligation of Seller. Any other special assessment  
382 assessed prior to **Closing Date** (§ 2c) by the Association shall be the obligation of  Buyer  Seller. Seller represents that the amount of the  
383 Association Assessments is currently payable at \$\_\_\_\_\_ per \_\_\_\_\_ and that there are no unpaid regular or special assessments against  
384 the Property except the current regular assessments and except \_\_\_\_\_. Such assessments are subject to change as  
385 provided in the Governing Documents. Seller agrees to promptly request the Association to deliver to Buyer before **Closing Date** (§ 2c) a current  
386 Status Letter.
- 387       **d. Other Prorations.** Water and sewer charges, interest on continuing loan, and \_\_\_\_\_.
- 388       **e. Final Settlement.** Unless otherwise agreed in writing, these prorations shall be final.
- 389 **17. POSSESSION.** Possession of the Property shall be delivered to Buyer on **Possession Date** at **Possession Time** (§ 2c), subject to the  
390 following leases or tenancies:  
391  
392
- 393       If Seller, after Closing, fails to deliver possession as specified, Seller shall be subject to eviction and shall be additionally liable to Buyer for  
394 payment of \$\_\_\_\_\_ per day (or any part of a day) from the **Possession Date** and **Possession Time** (§ 2c) until possession is delivered.  
395       Buyer  **Does**  **Does Not** represent that Buyer will occupy the Property as Buyer's principal residence.
- 396 **18. ASSIGNABILITY.** This Contract  **Shall**  **Shall Not** be assignable by Buyer without Seller's prior written consent. Except as so  
397 restricted, this Contract shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties.
- 398 **19. INSURANCE; CONDITION OF, DAMAGE TO PROPERTY AND INCLUSIONS.** Except as otherwise provided in this Contract, the  
399 Property, Inclusions or both shall be delivered in the condition existing as of the date of this Contract, ordinary wear and tear excepted.
- 400       **a. Casualty Insurance.** In the event the Property or Inclusions shall be damaged by fire or other casualty prior to Closing, in an amount of  
401 not more than ten percent of the total Purchase Price, Seller shall be obligated to repair the same before **Closing Date** (§ 2c). In the event such  
402 damage is not repaired within said time or if the damages exceed such sum, this Contract may be terminated at the option of Buyer by delivering  
403 to Seller written notice of termination on or before Closing. Should Buyer elect to carry out this Contract despite such damage, at Closing, Buyer  
404 shall be entitled to a credit for all insurance proceeds that were received by Seller (but not the Association, if any) resulting from such damage to  
405 the Property and Inclusions, plus the amount of any deductible provided for in such insurance policy. Such credit shall not exceed the Purchase  
406 Price. In the event Seller has not received such insurance proceeds prior to Closing, then Seller shall assign such proceeds, at Closing, plus credit  
407 Buyer the amount of any deductible provided for in such insurance policy, but not to exceed the total Purchase Price.
- 408       **b. Damage, Inclusions and Services.** Should any Inclusion or service (including systems and components of the Property, e.g. heating,  
409 plumbing, etc.) fail or be damaged between the date of this Contract and Closing or possession, whichever shall be earlier, then Seller shall be  
410 liable for 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  
411 extent that the maintenance or replacement of such Inclusion, service or fixture is not the responsibility of the Association, if any, less any  
412 insurance proceeds received by Buyer covering such repair or replacement. Seller and Buyer are aware of the existence of pre-owned home  
413 warranty programs that may be purchased and may cover the repair or replacement of such Inclusions. The risk of loss for damage to growing  
414 crops by fire or other casualty shall be borne by the party entitled to the growing crops as provided in subsection 3a(7) and such party shall be  
415 entitled to such insurance proceeds or benefits for the growing crops.
- 416       **c. Walk-Through and Verification of Condition.** Buyer, upon reasonable notice, shall have the right to walk through the Property prior  
417 to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

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

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

424 **a. If Buyer is in Default:**

425  **(1) Specific Performance.** Seller may elect to treat this Contract as canceled, in which case all Earnest Money (whether or not paid  
426 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 may  
427 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.

428  **(2) Liquidated Damages.** All Earnest Money (whether or not paid by Buyer) shall be forfeited by Buyer, paid to Seller, and retained  
429 by Seller. Both parties shall thereafter be released from all obligations hereunder. It is agreed that the Earnest Money specified in § 4 is  
430 LIQUIDATED DAMAGES, and not a penalty, which amount the parties agree is fair and reasonable and (except as provided in §§ 10e, 19, 21c,  
431 22, 23), said forfeiture shall be SELLER'S SOLE AND ONLY REMEDY for Buyer's failure to perform the obligations of this Contract. Seller  
432 expressly waives the remedies of specific performance and additional damages.

433 **b. If Seller is in Default:** Buyer may elect to treat this Contract as canceled, in which case all Earnest Money received hereunder shall be  
434 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  
435 Buyer shall have the right to specific performance or damages, or both.

436 **c. Cost and Expenses.** In the event of any arbitration or litigation relating to this Contract, the arbitrator or court shall award to the  
437 prevailing party all reasonable costs and expenses, including attorney and legal fees.

438 **22. 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  
439 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  
440 informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding.  
441 The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The mediation, unless otherwise  
442 agreed, shall terminate in the event the entire dispute is not resolved within 30 calendar days of the date written notice requesting mediation is  
443 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.

444 **23. EARNEST MONEY DISPUTE.** Except as otherwise provided herein, Earnest Money Holder shall release the Earnest Money as directed by  
445 written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding the Earnest Money (notwithstanding any  
446 termination of this Contract), Earnest Money Holder shall not be required to take any action. Earnest Money Holder, at its option and sole  
447 discretion, may (a) await any proceeding, (b) interplead all parties and deposit Earnest Money into a court of competent jurisdiction and shall  
448 recover court costs and reasonable attorney and legal fees, or (c) deliver written notice to Buyer and Seller that unless Earnest Money Holder  
449 receives a copy of the Summons and Complaint or Claim (between Buyer and Seller), containing the case number of the lawsuit (Lawsuit) within  
450 120 calendar days of Earnest Money Holder's written notice is delivered to the parties, Earnest Money Holder shall be authorized to return the  
451 Earnest Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit, and has not interpleaded the monies at the time of  
452 any Order, Earnest Money Holder shall disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the obligation of  
453 Mediation (§ 22).

454 **24. TERMINATION.** In the event this Contract is terminated, all Earnest Money received hereunder shall be returned and the parties shall be  
455 relieved of all obligations hereunder, subject to §§ 10e, 22 and 23.

456 **25. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate Commission.)  
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476 **26. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL.** This agreement constitutes the entire Contract between the parties relating to  
477 the subject hereof, and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Contract. No  
478 subsequent modification of any of the terms of this Contract shall be valid, binding upon the parties, or enforceable unless made in writing and  
479 signed by the parties. Any obligation in this Contract that, by its terms, is intended to be performed after termination or Closing shall survive the  
480 same.

481 **27. FORECLOSURE DISCLOSURE AND PROTECTION.** Seller acknowledges that, to Seller's current actual knowledge, the Property   
482 **IS**  **IS NOT** in foreclosure. In the event this transaction is subject to the provisions of the Colorado Foreclosure Protection Act (the Act) (i.e.,  
483 generally the Act requires that the Property is residential, in foreclosure, and Buyer does not reside in it for at least 1 year), a different contract that

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484 complies with the provisions of the Act is required, and this Contract shall be void and of no effect unless the Foreclosure Property Addendum is  
485 executed by all parties concurrent with the signing of this Contract. The parties are further advised to consult with their own attorney.  
486

486 **28. NOTICE, DELIVERY, AND CHOICE OF LAW.**

487 **a. Physical Delivery.** Except for the notice requesting mediation described in § 22, delivered after Closing, and except as provided in § 28b  
488 below, all notices must be in writing. Any notice to Buyer shall be effective when received by Buyer or by Selling Brokerage Firm, and any notice  
489 to Seller shall be effective when physically received by Seller or Listing Brokerage Firm.

490 **b. Electronic Delivery.** As an alternative to physical delivery, any signed document and written notice may be delivered in electronic form  
491 by the following indicated methods only:  Facsimile  E-mail  No Electronic Delivery. Documents with original signatures shall be  
492 provided upon request of any party.

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

495 **29. NOTICE OF ACCEPTANCE, COUNTERPARTS.** This proposal shall expire unless accepted in writing, by Buyer and Seller, as  
496 evidenced by their signatures below, and the offering party receives notice of such acceptance pursuant to § 28 on or before **Acceptance Deadline**  
497 **Date** (§ 2c) and **Acceptance Deadline Time** (§ 2c). If accepted, this document shall become a contract between Seller and Buyer. A copy of this  
498 document may be executed by each party, separately, and when each party has executed a copy thereof, such copies taken together shall be  
499 deemed to be a full and complete contract between the parties.

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

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[NOTE: If this offer is being countered or rejected, do not sign this document. Refer to § 30]

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

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

END OF CONTRACT

**NOTE: Closing Instructions and Earnest Money Receipt should be signed on or before Title Deadline (§ 2c)**

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

(To be completed by Selling Broker)

Selling Broker  Does  Does Not acknowledge receipt of Earnest Money deposit specified in § 4 and, while not a party to the Contract, agrees to cooperate upon request with any mediation concluded under § 22.

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

*Colorado Real Estate Manual*

Seller  **IS**  **IS NOT** a customer working with Selling Broker as a Buyer's Agent.

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

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

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

(To be completed by Listing Broker)

Listing Broker  **Does**  **Does Not** acknowledge receipt of Earnest Money deposit specified in § 4 and, while not a party to the Contract, agrees to cooperate upon request with any mediation concluded under § 22.

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

Buyer  **IS**  **IS NOT** a customer working with Listing Broker as a Seller's Agent.

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

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

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**Licensee Buy-Out Addendum to Contract to Buy and Sell Real Estate LB36-10-06**

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.  
(LB36-10-06) (Mandatory 1-07)

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

**LICENSEE BUY-OUT ADDENDUM  
TO CONTRACT TO BUY AND SELL REAL ESTATE**

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

**1. AMENDMENT TO CONTRACT TO BUY AND SELL REAL ESTATE.** This Licensee Buy-Out Addendum (Addendum) is made part of that Contract to Buy and Sell Real Estate (Contract) for the purchase and sale of the Property known as  
No. \_\_\_\_\_

Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
which is dated \_\_\_\_\_, between Seller and the licensee named below, as Buyer. This Addendum shall control in the event of any conflict with the Contract to which it is attached, except however, this Addendum is subject to the provisions of §27 of the Contract and the Foreclosure Property Addendum, if any.

**2. PROVISIONS TO BE DELETED.** The following provisions of the Contract are hereby deleted:

- a. Section 6, **Appraisal Provisions.**
- b. Section 21b, **Time of Essence, Default and Remedies.**
- c. Section 21b, **If Seller is in Default.**
- d. **Broker Acknowledgments and Compensation Disclosure. Selling Broker Relationship.**

**3. SPECIFIC PERFORMANCE.** The following provisions of the Contract are amended as follows: subsection 21a(2), entitled **Liquidated Damages**, is hereby deleted, and subsection 21a(1), entitled **Specific Performance** shall apply if the Buyer is in default.

**4. NOTICE.** The following provision of the Contract is amended as follows: § 28a, entitled **Physical Delivery**, is hereby deleted, and the following is substituted as §28a: Except as provided in § 28b below, all notices must be in writing. Any notice to Buyer shall be effective when received by Buyer, and any notice to Seller shall be effective when received by Seller.

**5. TERMINATION.** The Contract may be terminated at any time by Seller upon written notice to Buyer. Any termination of the Contract shall not affect the listing contract for the Property (Listing Contract).

Buyer shall submit all offers to Seller, pursuant to the Listing Contract, or received by Buyer prior to Closing hereunder. If Seller accepts any offer submitted by Listing Brokerage Firm or Buyer after the expiration of the Listing Contract, then, upon Closing of the resulting contract, the Contract shall automatically terminate and Seller shall pay a sale commission pursuant to the expired Listing Contract. Termination by Seller of the Listing Contract shall terminate Buyer's obligations under the Contract. In the event a deed is delivered to Buyer as provided in § 13 of the Contract, the Listing Contract shall be terminated and no sale commission shall be owed.

**6. REIMBURSEMENT.** In the event the Contract is terminated by Seller, Seller agrees to immediately reimburse Buyer for all out-of-pocket expenditures incurred by Buyer in anticipation of closing under the Contract in an amount not to exceed \$ \_\_\_\_\_.

**7. LICENSEE REPRESENTATIONS.** Seller acknowledges that Buyer is licensed by the Colorado Real Estate Commission. Buyer represents that Buyer has sufficient resources to fulfill the Contract, subject to § 5b of the Contract. Buyer further acknowledges that any financial information furnished to Seller or any lender, pursuant to §§ 5a and 5c of the Contract, are true and correct as of the date the financial information is furnished to Seller and lender, and Buyer agrees to immediately advise Seller of any adverse material change in the contents of the financial information.

**8. RESALE, PROFIT/LOSS, EXPENSES.** Seller acknowledges that in entering into the Contract, Buyer is exposed to possible losses and expenses. Seller acknowledges that following Closing, the Property may be held by Buyer for a period of time and/or may be resold, and any profit or loss shall be solely that of Buyer. Seller further acknowledges that there is a chance for profit to Buyer and that certain expenses may accrue to Buyer. Such expenses include costs and expenses of Closing, holding, and reselling the Property. Buyer may incur additional expenses, or some anticipated expenses may vary, or may not be incurred. In any event, after Closing, Buyer will absorb the loss or receive the profit from any sale and ownership of the Property.

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**The following Section 9 will only apply if the box is checked:**

**9. OTHER PROPERTY.** The Contract is made to assist Seller to purchase and close on that property commonly known as No. \_\_\_\_\_ (Other Property). If such purchase and closing should not occur, Seller  **Shall**  **Shall Not** reimburse Buyer for all out-of-pocket expenditures in an amount not to exceed \$\_\_\_\_\_ incurred by Buyer in anticipation of Closing under the Contract. In such event, Seller shall return to Buyer all Earnest Money received by Seller hereunder. Thereupon, Seller and Buyer shall be relieved of all further obligations under the Contract. In the event closing on the Other Property is delayed, the date of Closing on the Property shall be extended a like number of days, not to exceed \_\_\_\_\_ calendar days from the **Closing Date** (§ 2c) of the Contract.

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

Buyer \_\_\_\_\_ Buyer \_\_\_\_\_

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

Seller \_\_\_\_\_ Seller \_\_\_\_\_

**NOTICE TO SELLER: THIS CONTRACT IS BINDING ONLY UPON THE BUYER (LICENSEE) WHO PERSONALLY SIGNS ABOVE, UNLESS THE LISTING BROKERAGE FIRM'S SUPERVISING BROKER SIGNS HERE:**

\_\_\_\_\_

**Exchange Addendum to Contract to Buy and Sell Real Estate EX32-5-04**

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (EX 32-5-04)

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

**EXCHANGE ADDENDUM  
TO CONTRACT TO BUY AND SELL REAL ESTATE**

**1. Amendment to a Contract to Buy and Sell Real Estate.** This Exchange Addendum ("Addendum") is made a part of a Contract to Buy and Sell Real Estate for the purchase and sale of the Property:

known as No. \_\_\_\_\_,  
which is dated \_\_\_\_\_ between the Buyer and Seller ("Contract"). This Addendum shall control in the event of any conflict with the Contract to which it is attached.

**2. Parties.** In this Addendum:

- a.  Buyer       Seller is also known as the Exchanging Party ("Exchanging Party")
- b.  Buyer       Seller is also known as the Cooperating Party. ("Cooperating Party ")

**3. Declaration of Intent.**

Exchanging Party has declared its intention that the purchase or sale of the Property be structured as an exchange of real estate under the terms and requirements of Section 1031 of the Internal Revenue Code ("Exchange").

**4. Limited Assignability; Cooperation.**

Notwithstanding any other provision of the Contract, the parties agree that the Exchanging Party's rights under this Contract are assignable prior to closing to structure an exchange of the Property under Section 1031 and the Cooperating Party agrees to reasonably cooperate in such exchange with the Exchanging Party at no additional cost or liability to the Cooperating Party. This addendum shall not alter any date in the Contract.

**5. Legal/Tax Advice; Other Legal Documents.**

Broker recommends legal and tax advice be obtained. Exchanging Party understands that other legal documents may be necessary to comply with the requirements of Section 1031.

**6. Exchange Not a Condition.**

Nothing herein shall be construed to relieve the parties from their respective obligations under the Contract, whether or not the intended Exchange occurs.

Date: _____	Date: _____
Buyer	Buyer

Date: _____	Date: _____
Seller	Seller

**Lead-Based Paint Disclosures (Sales) LP45-5-04**

The printed portions of this form except differentiated additions, have been approved by the Colorado Real Estate Commission.  
(LP45-5-04)

**Lead-Based Paint Disclosure (Sales)**

Attachment to Contract to Buy and Sell Real Estate for the Property known as:

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Street Address	City	State	Zip
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**WARNING! LEAD FROM PAINT, DUST, AND SOIL CAN BE DANGEROUS IF NOT MANAGED PROPERLY**

**Penalties for failure to comply with Federal Lead-Based Paint Disclosure Laws include treble (3 times) damages, attorney fees, costs, and a penalty up to \$10,000 (plus adjustment for inflation) for each violation.**

**Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**

**Lead Warning Statement**

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

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**Seller's Disclosure to Buyer and Real Estate Licensee(s) and Acknowledgment**

- (a) Seller acknowledges that Seller has been informed of Seller's obligations. Seller is aware that Seller must retain a copy of this disclosure for not less than three years from the completion date of the sale.
- (b) Presence of lead-based paint and/or lead-based paint hazards (check one box below):
  - Seller has no knowledge of any lead-based paint and/or lead-based paint hazards present in the housing.
  - Seller has knowledge of lead-based paint and/or lead-based paint hazards present in the housing (explain):

- 
- (c) Records and reports available to Seller (check one box below):
    - Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.
    - Seller has provided Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

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**Buyer's Acknowledgment**

- (d) Buyer has read the Lead Warning Statement above and understands its contents.
- (e) Buyer has received copies of all information, including any records and reports listed by Seller above.
- (f) Buyer has received the pamphlet "Protect Your Family From Lead in Your Home".
- (g) Buyer acknowledges federal law requires that before a buyer is obligated under any contract to buy and sell real estate, Seller shall permit Buyer a 10-day period (unless the parties mutually agree, in writing, upon a different period of time) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.
- (h) Buyer, after having reviewed the contents of this form, and any records and reports listed by Seller, has elected to (check one box below):
  - Obtain a risk assessment or an inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards, within the time limit and under the terms of Section 10 of the Contract to Buy and Sell Real Estate; or
  - Waive the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

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**Real Estate Licensee's Acknowledgment**

Each real estate licensee signing below acknowledges receipt of the above Seller's Disclosure, has informed Seller of Seller's obligations and is aware of licensee's responsibility to ensure compliance.

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**Certification of Accuracy**

I certify that the statements I have made are accurate to the best of my knowledge.

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

\_\_\_\_\_  
Seller Seller

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

\_\_\_\_\_  
Buyer Buyer

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

\_\_\_\_\_  
Real Estate Licensee (Listing) Real Estate Licensee (Selling)

Lead-Based Paint Disclosures (Rentals) LP46-5-04

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (LP46-5-04)

Lead-Based Paint Disclosure (Rentals)

Attachment to Residential Lease or Rental Agreement for the Property known as:

Street Address City State Zip

WARNING! LEAD FROM PAINT, DUST, AND SOIL CAN BE DANGEROUS IF NOT MANAGED PROPERLY Penalties for failure to comply with Federal Lead-Based Paint Disclosure Laws include treble (3 times) damages, attorney fees, costs, and a penalty up to \$10,000 (plus adjustment for inflation) for each violation.

Disclosure for Target Housing Rentals and Leases Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

Landlord's Disclosure to Tenant and Real Estate Licensee(s)

- (a) Landlord acknowledges that Landlord has been informed of Landlord's obligations. Landlord is aware that Landlord must retain a copy of this disclosure for not less than three years from the commencement of the leasing period.
(b) Presence of lead-based paint and/or lead-based paint hazards (check one box below):
(c) Records and reports available to Landlord (check one box below):

Tenant's Acknowledgment

- (d) Tenant has read the Lead Warning Statement above and understands its contents.
(e) Tenant has received copies of all information, including any records and reports listed by Landlord above.
(f) Tenant has received the pamphlet "Protect Your Family From Lead in Your Home".

Real Estate Licensee's Acknowledgment

Each real estate licensee signing below acknowledges receipt of the above Landlord's Disclosure, has informed Landlord of Landlord's obligations and is aware of licensee's responsibility to ensure compliance.

Certification of Accuracy

I certify that the statements I have made are accurate to the best of my knowledge.

Landlord Date Tenant Date
Landlord Date Tenant Date
Real Estate Licensee (Listing) Date Real Estate Licensee (Leasing) Date