

**Inspection Notice NTC43-5-04**

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (NTC 43-5-04)

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

**INSPECTION NOTICE**

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

This document affects the contract dated \_\_\_\_\_ between \_\_\_\_\_, (Seller), and \_\_\_\_\_, (Buyer) relating to the sale and purchase of the Property known as: \_\_\_\_\_; terms used herein shall have the same meaning as in the contract.

**A. BUYER'S NOTIFICATION OF UNSATISFACTORY PHYSICAL CONDITION.**

(Buyer to check only one box)

1. **Notice to Terminate.** Pursuant to § 10b(1) of the contract, Buyer notifies Seller that the Contract is terminated because the physical condition of the Property or Inclusions is unsatisfactory to Buyer.

2. **Notice to Correct.** Pursuant to § 10b(2) of the contract, Buyer notifies Seller that Buyer requires Seller, on or before \_\_\_\_\_, to correct or resolve the following unsatisfactory physical conditions of the Property or Inclusions:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If more space is required, attached is \_\_\_\_\_ additional pages.

A copy of the inspection report  Is  Is Not attached.

Pursuant to § 10c of the contract, if Buyer and Seller have not agreed in writing to a settlement of the above matters on or before the Resolution Deadline, the contract will terminate unless Seller receives written notice from Buyer withdrawing this Notice to Correct no later than one calendar day following the Resolution Deadline.

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

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Buyer

Seller  Agrees  Refuses to correct all items in Part A-2.

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

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Seller

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**B. SELLER'S ALTERNATIVE RESOLUTION:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Note: If the parties have not agreed to a written resolution of the Notice to Correct, the contract will terminate unless Seller receives written notice from Buyer withdrawing the Notice to Correct no later than one calendar day following the Resolution Deadline.)

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

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Seller

Buyer accepts the proposed Alternative Resolution in Part B of this Notice.

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

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Buyer

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**C. SURVIVAL** If any agreed upon correction requires action after Closing, the obligations agreed upon shall survive Closing.

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**D. BUYER'S WITHDRAWAL OF NOTICE TO CORRECT.**

Buyer withdraws the Notice to Correct and elects to proceed with the contract.

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

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Buyer

Brokerage Duties Addendum to Property Management Agreement BDA55-04-05

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The printed portions of this form have been approved, except differentiated additions, by the Colorado Real Estate Commission. (BDA55-4-05)

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

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

**BROKERAGE DUTIES ADDENDUM  
TO PROPERTY MANAGEMENT AGREEMENT**

**LANDLORD AGENCY**  **TRANSACTION-BROKERAGE**

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

**1. BROKER AND BROKERAGE FIRM.**

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

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

**2. DEFINED TERMS.**

**a. Landlord:** \_\_\_\_\_

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

**c. Broker:** \_\_\_\_\_

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

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

- a.** Broker will exercise reasonable skill and care for Landlord, including, but not limited to the following:
  - (1)** Performing the terms of any written or oral agreement with Landlord;

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- 53 (2) Presenting all offers to and from Landlord in a timely manner regardless  
54 of whether the Property is subject to a lease or letter of intent to lease;  
55 (3) Disclosing to Landlord adverse material facts actually known by Broker;  
56 (4) Advising Landlord regarding the transaction and to obtain expert advice as  
57 to material matters about which Broker knows but the specifics of which  
58 are beyond the expertise of Broker;  
59 (5) Accounting in a timely manner for all money and property received; and  
60 (6) Keeping Landlord fully informed regarding the transaction.  
61  
62 **b.** Broker shall not disclose the following information without the informed consent  
63 of Landlord:  
64  
65 (1) That Landlord is willing to accept less than the asking lease rate for the  
66 Property;  
67 (2) What Landlord's motivating factors are to lease the Property;  
68 (3) That Landlord will agree to lease terms other than those offered;  
69 (4) Any material information about Landlord unless disclosure is required by  
70 law or failure to disclose such information would constitute fraud or  
71 dishonest dealing; or  
72 (5) Any facts or suspicions regarding circumstances that could  
73 psychologically impact or stigmatize the Property.  
74  
75 **c.** Landlord consents to Broker's disclosure of Landlord's confidential information  
76 to the supervising broker or designee for the purpose of proper supervision, provided such  
77 supervising broker or designee shall not further disclose such information without consent of  
78 Landlord, or use such information to the detriment of Landlord.  
79  
80 **d.** Brokerage Firm may have agreements with other landlords to market and lease  
81 their property. Broker may show alternative properties not owned by Landlord to other  
82 prospective tenants and list competing properties for lease.  
83  
84 **e.** If all or a portion of the Property is subject to a lease, or letter of intent to Lease,  
85 obtained by Broker, Broker shall not be obligated to seek additional offers to lease such portion  
86 of the Property.  
87  
88 **f.** Broker has no duty to conduct an independent inspection of the Property for the  
89 benefit of tenant and has no duty to independently verify the accuracy or completeness of  
90 statements made by Landlord or independent inspectors.  
91  
92 **g.** Landlord shall not be liable for the acts of Broker unless such acts are approved,  
93 directed or ratified by Landlord.  
94  
95 **4. ADDITIONAL DUTIES OF LANDLORD'S AGENT.** If the Landlord Agency box is  
96 checked, Broker is a limited agent of Landlord, with the following additional duties:  
97  
98 **a.** Promoting the interests of Landlord with the utmost good faith, loyalty and  
99 fidelity.  
100  
101 **b.** Seeking rental rates and terms that are acceptable to Landlord.  
102

103 c. Counseling Landlord as to any material benefits or risks of a transaction that are  
104 actually known to Broker.

105  
106 **5. BROKERAGE RELATIONSHIP.**

107  
108 a. If the Landlord Agency box at the top of page 1 is checked, Broker shall  
109 represent Landlord as a Landlord's Agent. If the Transaction-Brokerage box at the top of page 1  
110 is checked, Broker shall act as a Transaction-Broker.

111  
112 b. **In-Company Transaction – Different Brokers.** When Landlord and tenant in a  
113 transaction are working with different brokers, those brokers continue to conduct themselves  
114 consistent with the brokerage relationships they have established. Landlord acknowledges that  
115 Brokerage Firm is allowed to offer and pay compensation to brokers within Brokerage Firm  
116 working with a tenant.

117  
118 c. **In-Company Transaction – One Broker.** If Landlord and tenant are both  
119 working with the same broker, Broker shall function as:

120  
121 (1) **LANDLORD'S AGENT.** If the Landlord Agency box at the top of page  
122 1 is checked, the parties agree the following applies:

123  
124 **Check One Box Only**

125  
126  (a) **Landlord Agency.** If this box is checked, Broker shall represent  
127 Landlord as Landlord's Agent and shall treat the tenant as a customer. A customer is a party to a  
128 transaction with whom Broker has no brokerage relationship. Broker shall disclose to such  
129 customer Broker's relationship with Landlord.

130  
131  (b) **Landlord Agency Unless Brokerage Relationship with Both.** If  
132 this box is checked, Broker shall represent Landlord as Landlord's Agent and shall treat the  
133 tenant as a customer, unless Broker currently has or enters into an agency or Transaction-  
134 Brokerage relationship with the tenant, in which case Broker shall act as a Transaction-Broker,  
135 performing the duties described in § 3 and facilitating lease transactions without being an  
136 advocate or agent for either party.

137  
138 (2) **TRANSACTION-BROKER.** If the Transaction-Brokerage box at the  
139 top of page 1 is checked, or in the event neither box is checked, the Broker shall work with the  
140 Landlord as a Transaction-Broker. If the Landlord and tenant are working with the same broker,  
141 Broker shall continue to function as a Transaction-Broker.

142  
143 **6. MATERIAL DEFECTS, DISCLOSURES AND INSPECTION.**

144  
145 (a) **Broker's Obligations.** Colorado law requires a broker to disclose to any  
146 prospective tenant all adverse material facts actually known by such broker including but not  
147 limited to adverse material facts pertaining to the title to the Property, the physical condition of  
148 the Property, any material defects in the Property, and any environmental hazards affecting the  
149 Property required by law to be disclosed. These types of disclosures may include such matters  
150 as structural defects, soil conditions, violations of health, zoning or building laws, and  
151 nonconforming uses and zoning variances. Landlord agrees that any tenant may have the  
152 Property and Inclusions inspected and authorizes Broker to disclose any facts actually known by  
153 Broker about the Property. Broker shall not be obligated to conduct an independent  
154 investigation of the tenant's financial condition except as otherwise provided in the Agreement.

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

**(1) Landlord's Property 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 Property completed to the best of Landlord's current, actual knowledge.

**(2) Lead-Based Paint.** Unless exempt, if the improvements on the Property 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.

**7. ADDITIONAL AMENDMENTS:**

Date: _____	Date: _____
_____	_____
Landlord	Landlord
Date: _____	_____
	Broker
Brokerage Firm's Name: _____	

**Foreclosure Property Addendum FPA33-10-06**

**The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (FPA33-10-06) (Mandatory 1-07)**

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

**FORECLOSURE PROPERTY ADDENDUM  
TO CONTRACT TO BUY AND SELL REAL ESTATE  
(DOES NOT CONTAIN AN OPTION OR RIGHT TO REPURCHASE)**

**Note: This form is to be used only if (1) the Property is in foreclosure, (2) the Property is residential, (3) Buyer is not to reside in it for at least 1 year, and (4) ALL of the requirements in Section 3 (Terms) of this Addendum are satisfied. If these items are fulfilled, this Addendum may be prepared by a Broker for a buyer purchasing the Property as a rental or as non-owner occupied property. If ANY of the requirements are not satisfied, an attorney, NOT the Broker, should prepare the contract.**

**1. AMENDMENT TO CONTRACT TO BUY AND SELL REAL ESTATE. This Foreclosure Property Addendum (Addendum) is made a 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 Buyer and Seller. This Addendum shall control in the event of any conflict with the Contract to which it is attached.**

**2. PURPOSE. The purpose of this Addendum is to provide that the Contract conforms to the requirements of the Colorado Foreclosure Protection Act (the Act).**

- 3. TERMS. Buyer and Seller agree to all of the following 6 conditions:**
- a. There will not be any financial or legal obligations of Seller (related to the Property) after Closing, except income tax liability, if any.**
  - b. There are no rental agreements or leases for the Property between Buyer and Seller.**
  - c. Seller does not have an option or right to repurchase the Property.**
  - d. A notice of cancellation is attached to this Addendum.**
  - e. Seller represents that English is the language principally spoken by Seller.**
  - f. No consideration shall be paid to Seller prior to the expiration of Seller's right to cancel the Contract.**

**If any of the above 6 conditions are changed, modified or amended at any time prior to or at Closing, the parties agree that the Contract and this Addendum shall be void and of no effect. If Buyer and Seller do not agree to one or more of the 6 conditions, then the Contract and this Addendum are void and of no effect.**

**If the Contract and Addendum are void, a real estate broker will not prepare a contract for this transaction. It is recommended that an attorney for one of the parties prepare the required documents.**



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4. NOTICE. The following provision has been completed with the name of Buyer inserted:

**NOTICE REQUIRED BY COLORADO LAW**

**UNTIL YOUR RIGHT TO CANCEL THIS CONTRACT HAS ENDED,  
\_\_\_\_\_ (Buyer's NAME) OR ANYONE  
WORKING FOR \_\_\_\_\_ (Buyer's NAME)  
CANNOT ASK YOU TO SIGN OR HAVE YOU SIGN ANY DEED OR ANY  
OTHER DOCUMENT.**

5. SELLER'S RIGHT TO CANCEL. The parties acknowledge that in addition to any right of rescission available under state or federal law, the Seller has the right to cancel a contract with Buyer until 12 midnight of the third business day following the day on which the Seller signs a contract that complies with the Act, or until 12 noon on the day before the foreclosure sale of the residence in foreclosure, whichever occurs first.

6. COMPLETION AND RECEIPT OF NOTICE OF RIGHT OF CANCELLATION. Seller acknowledges:

- a. Buyer is required to set forth the date and time of day on which the cancellation right ends;
- b. Seller has received the original Notice of Cancellation and an additional copy of:
  - (1) the Contract,
  - (2) this Addendum, and
  - (3) the attached "Notice of Cancellation" form containing the date the Contract was signed and that is easily detachable from the attached Contract, and the Notice of Cancellation contains the following statement, in at least ten-point type:

"YOU MAY CANCEL THIS CONTRACT FOR THE SALE OF YOUR HOUSE WITHOUT ANY PENALTY OR OBLIGATION AT ANY TIME BEFORE \_\_\_\_\_ (DATE AND TIME OF DAY). SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT."

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

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

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Seller

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

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

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Buyer

Notice to Cancel NC34-10-06

1 **The printed portions of this form, except differentiated additions, have been approved by**  
2 **the Colorado Real Estate Commission. (NC34-10-06) (Mandatory 1-07)**

3  
4 **NOTICE OF CANCELLATION**

5  
6 \_\_\_\_\_  
7 **(Enter Date Contract Signed)**

8  
9 YOU MAY CANCEL THIS CONTRACT FOR THE SALE OF YOUR HOUSE, WITHOUT ANY  
10 PENALTY OR OBLIGATION, AT ANY TIME BEFORE \_\_\_\_\_.  
11 **(Enter Date and Time of Day)**

12  
13 TO CANCEL THIS TRANSACTION, PERSONALLY DELIVER A SIGNED AND DATED COPY  
14 OF THIS NOTICE OF CANCELLATION IN THE UNITED STATES MAIL, POSTAGE PREPAID,  
15 TO

16  
17 \_\_\_\_\_,  
18 **(Name of (Buyer) Purchaser)**

19  
20 AT \_\_\_\_\_  
21 **(Street Address of (Buyer's) Purchaser's Place of Business)**

22  
23 NOT LATER THAN \_\_\_\_\_.  
24 **(Enter Date and Time of Day)**

25  
26  
27 I HEREBY CANCEL THIS TRANSACTION.

28  
29 \_\_\_\_\_  
30 **(Date)**

31  
32 \_\_\_\_\_  
33 **(Seller's Signature)**

34  
35  
36  
37  
38 **Note: This Notice of Cancellation is to be attached to the Foreclosure Property Addendum**  
39 **at the time it is supplied to the Seller.**

## Brokerage Disclosure to Buyer BD24-10-06

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.  
(BD 24-10-06) (Mandatory 1-07)

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

### **BROKERAGE DISCLOSURE TO** **BUYER** **TENANT**

#### **DEFINITIONS OF WORKING RELATIONSHIPS**

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

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

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

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

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

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#### **RELATIONSHIP BETWEEN BROKER AND BUYER**

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

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

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

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

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

63  
64 **THIS IS NOT A CONTRACT.**

65  
66 BUYER ACKNOWLEDGEMENT:

67  
68 Buyer acknowledges that Buyer has received this Brokerage Disclosure to Buyer on \_\_\_\_\_.

69  
70  
71 \_\_\_\_\_  
72 Buyer Buyer

73  
74  
75  
76 BROKER ACKNOWLEDGEMENT:

77  
78 On \_\_\_\_\_, Broker provided \_\_\_\_\_ (Buyer)  
79 with this Brokerage Disclosure to Buyer at \_\_\_\_\_  
80 (location) and retained a copy for Broker's records.

81  
82  
83 Brokerage Firm's Name: \_\_\_\_\_

84  
85  
86 \_\_\_\_\_  
87 Broker

88

**Brokerage Disclosure to Seller (REO & Non-CREC Approved Listings) BDD56**

1 The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate  
2 Commission. (BDD56-10-05) (Mandatory 1-06)

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4  
5 **DIFFERENT BROKERAGE RELATIONSHIPS ARE AVAILABLE WHICH INCLUDE**  
6 **LANDLORD AGENCY, TENANT AGENCY, BUYER AGENCY, SELLER AGENCY OR**  
7 **TRANSACTION-BROKERAGE.**

8  
9 **BROKERAGE DUTIES DISCLOSURE**  
10 **TO SELLER**

11  
12 **(REO and Non-CREC Approved Listing Agreements)**

13  
14  **SELLER AGENCY**  **TRANSACTION-BROKERAGE**

15  
16 Date: \_\_\_\_\_

17  
18  
19 This Brokerage Duties Disclosure to Seller (Disclosure) is made in conjunction with a  
20 listing agreement dated \_\_\_\_\_, between Brokerage Firm and Seller (Listing  
21 Agreement). This Disclosure supplements the Listing Agreement.

22  
23 **1. BROKER AND BROKERAGE FIRM.**

24  
25  **a. Multiple-Person Firm.** If this box is checked, the individual designated by  
26 Brokerage Firm to perform the services for Seller required by the Listing Agreement is called  
27 Broker. If more than one individual is so designated, then references in this Disclosure and the  
28 Listing Agreement to Broker shall include all persons so designated, including substitute or  
29 additional brokers. The brokerage relationship exists only with Broker and does not extend to  
30 the employing broker, Brokerage Firm or to any other brokers employed or engaged by  
31 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  
34 with only one licensed natural person. References in this Disclosure to Broker or Brokerage  
35 Firm mean both the licensed natural person and brokerage firm who serve as the broker of Seller  
36 and perform the services for Seller required by the Listing Agreement.

37  
38 **2. DEFINED TERMS.**

39  
40 **a. Seller:** \_\_\_\_\_

41  
42 **b. Brokerage Firm:** \_\_\_\_\_

43  
44 **c. Broker:** \_\_\_\_\_

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

47  
48 **3. BROKERAGE SERVICES AND DUTIES.** Brokerage Firm, acting through Broker,  
49 shall provide brokerage services to Seller. Broker, acting as either a Transaction-Broker or a  
50 Seller's Agent, shall perform the following **Uniform Duties** when working with Seller:  
51

- 52           **a.**     Broker shall exercise reasonable skill and care for Seller, including, but not  
53 limited to the following:
- 54                   (1)    Performing the terms of any written or oral agreement with Seller;
  - 55                   (2)    Presenting all offers to and from Seller in a timely manner regardless of  
56 whether the Property is subject to a contract for sale;
  - 57                   (3)    Disclosing to Seller adverse material facts actually known by Broker;
  - 58                   (4)    Advising Seller regarding the transaction and to obtain expert advice as to  
59 material matters about which Broker knows but the specifics of which are  
60 beyond the expertise of Broker;
  - 61                   (5)    Accounting in a timely manner for all money and property received; and
  - 62                   (6)    Keeping Seller fully informed regarding the transaction.
- 63
- 64           **b.**     Broker shall not disclose the following information without the informed consent  
65 of Seller:
- 66                   (1)    That Seller is willing to accept less than the asking price for the Property;
  - 67                   (2)    What the motivating factors are for Seller to sell the Property;
  - 68                   (3)    That Seller will agree to financing terms other than those offered;
  - 69                   (4)    Any material information about Seller unless disclosure is required by law  
70 or failure to disclose such information would constitute fraud or dishonest  
71 dealing; or
  - 72                   (5)    Any facts or suspicions regarding circumstances that could  
73 psychologically impact or stigmatize the Property.
- 74
- 75           **c.**     Seller consents to Broker's disclosure of Seller's confidential information to the  
76 supervising broker or designee for the purpose of proper supervision, provided such supervising  
77 broker or designee shall not further disclose such information without consent of Seller, or use  
78 such information to the detriment of Seller.
- 79
- 80           **d.**     Brokerage Firm may have agreements with other sellers to market and sell their  
81 property. Broker may show alternative properties not owned by Seller to other prospective  
82 buyers and list competing properties for sale.
- 83
- 84           **e.**     Broker shall not be obligated to seek additional offers to purchase the Property  
85 while the Property is subject to a contract for sale.
- 86
- 87           **f.**     Broker has no duty to conduct an independent inspection of the Property for the  
88 benefit of a buyer and has no duty to independently verify the accuracy or completeness of  
89 statements made by Seller or independent inspectors. Broker has no duty to conduct an  
90 independent investigation of a buyer's financial condition or to verify the accuracy or  
91 completeness of any statement made by a buyer.
- 92
- 93           **g.**     Seller shall not be liable for the acts of Broker unless such acts are approved,  
94 directed or ratified by Seller.
- 95
- 96     **4.     ADDITIONAL DUTIES OF SELLER'S AGENT.** If the Seller Agency box at the top  
97 of page 1 is checked, Broker is a limited agent of Seller (Seller's Agent), with the following  
98 additional duties:
- 99
- 100           **a.**     Promoting the interests of Seller with the utmost good faith, loyalty and fidelity.

101

102           **b.**       Seeking a price and terms that are acceptable to Seller.

103

104           **c.**       Counseling Seller as to any material benefits or risks of a transaction that are  
105 actually known by Broker.

106

107 **5.       BROKERAGE RELATIONSHIP.**

108

109           **a.**       If the Seller Agency box at the top of page 1 is checked, Broker shall represent  
110 Seller as a Seller's Agent. If the Transaction-Brokerage box at the top of page 1 is checked,  
111 Broker shall act as a Transaction-Broker.

112

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

118

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

121

122                   **(1)       SELLER'S AGENT.** If the Seller Agency box at the top of page 1 is  
123 checked, the parties agree the following applies:

124

125 **Check One Box Only**

126

127                      **(a) Seller Agency.** If this box is checked, Broker shall represent Seller as  
128 Seller's Agent and shall treat the buyer as a customer. A customer is a party to a transaction  
129 with whom Broker has no brokerage relationship. Broker shall disclose to such customer  
130 Broker's relationship with Seller.

131

132                      **(b) Seller Agency Unless Brokerage Relationship with Both.** If this  
133 box is checked, Broker shall represent Seller as Seller's Agent and shall treat the buyer as a  
134 customer, unless Broker currently has or enters into an agency or Transaction-Brokerage  
135 relationship with the buyer, in which case Broker shall act as a Transaction-Broker, performing  
136 the duties described in § 3 and facilitating sales transactions without being an advocate or agent  
137 for either party.

138

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

143

144 **6.       MATERIAL DEFECTS, DISCLOSURES AND INSPECTION.**

145

146           **a.       Broker's Obligations.** Colorado law requires a broker to disclose to any  
147 prospective buyer all adverse material facts actually known by such broker including but not  
148 limited to adverse material facts pertaining to the title to the Property, the physical condition of  
149 the Property, any material defects in the Property, and any environmental hazards affecting the  
150 Property required by law to be disclosed. These types of disclosures may include such matters

151 as structural defects, soil conditions, violations of health, zoning or building laws, and  
152 nonconforming uses and zoning variances. Seller agrees that any buyer may have the Property  
153 and Inclusions inspected and authorizes Broker to disclose any facts actually known by Broker  
154 about the Property. Broker shall not be obligated to conduct an independent investigation of the  
155 buyer's financial condition except as otherwise provided in the Listing Agreement.

156

157 **b. Seller's Obligations.**

158

159 **(1) Seller's Property Disclosure Form.** A Seller is not required by law to  
160 provide any particular disclosure form. However, disclosure of known material latent (not  
161 obvious) defects is required by law.

162

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

167

168 **7. ADDITIONAL DISCLOSURES:**

169

170

171

172 **THIS IS NOT A CONTRACT.**

173

174 **SELLER ACKNOWLEDGEMENT:**

175

176

177 Seller acknowledges that Seller has received this Brokerage Duties Disclosure to Seller on  
178 \_\_\_\_\_.

179

180

181

182 \_\_\_\_\_  
183 Seller

182 \_\_\_\_\_  
183 Seller

183

184 **BROKER ACKNOWLEDGEMENT:**

185

186 On \_\_\_\_\_, the Broker provided \_\_\_\_\_ (Seller) with this  
187 Brokerage Duties Disclosure to Seller and retained a copy for the Broker's records.

188

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

190

191

192 \_\_\_\_\_

193

194 Broker



## Brokerage Disclosure to Seller (FSBO) SD16-5-04

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (SD 16-5-04)

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

### **BROKERAGE DISCLOSURE TO SELLER (FOR SALE BY OWNER)**

#### **DEFINITIONS OF WORKING RELATIONSHIPS**

For purposes of this disclosure, seller also means "landlord" (which includes sub-landlord) and buyer also means "tenant" (which includes sub-tenant).

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

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

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

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

**RELATIONSHIP BETWEEN BROKER AND SELLER**

The Broker and Seller referenced below have NOT entered into a seller's agency (listing agency) agreement. The working relationship specified below is for a specific property or properties described as: \_\_\_\_\_

\_\_\_\_\_.

**CHECK ONE BOX ONLY:**

- Customer:** The Broker is the buyer's agent and the Seller is a customer.
- Transaction-Brokerage Only:** The Broker is a transaction-broker assisting in the transaction.

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

**THIS IS NOT A CONTRACT.**

**SELLER ACKNOWLEDGEMENT:**

The Seller acknowledges that the Seller has received this Brokerage Disclosure to Seller on \_\_\_\_\_.

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Seller

**BROKER ACKNOWLEDGEMENT:**

On \_\_\_\_\_, the Broker provided \_\_\_\_\_ (Seller) with this Brokerage Disclosure to Seller at \_\_\_\_\_ (location) and retained a copy for the Broker's records.

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

\_\_\_\_\_  
Broker

**Definitions of Working Relationships DD25-5-04**

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (DD 25-5-04)

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

**DEFINITIONS OF WORKING RELATIONSHIPS**

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

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

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

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

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

**THIS IS NOT A CONTRACT.**

I acknowledge receipt of a copy of this Definitions form on \_\_\_\_\_.

\_\_\_\_\_

On \_\_\_\_\_, Broker provided \_\_\_\_\_ with this Definitions form at \_\_\_\_\_ (location) and retained a copy for the Broker's records.

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

\_\_\_\_\_  
Broker

**Seller's Property Disclosure (All Types of Properties) SPD19-10-06**

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission (SPD19-10-06) (Mandatory 1-07)

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

**SELLER'S PROPERTY DISCLOSURE  
(ALL TYPES OF PROPERTIES)**

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

Seller states that the information contained in this Disclosure is correct to the best of Seller's CURRENT ACTUAL KNOWLEDGE as of this Date. Broker may deliver a copy of this Disclosure to prospective buyers.

**Note: If an item is not present at the Property insert "N/A" in the Comments column. The Contract to Buy and Sell Real Estate, not this Disclosure form, determines whether an item is included or excluded.**

Date: \_\_\_\_\_  
 Property Address: \_\_\_\_\_  
 Seller: \_\_\_\_\_

I. IMPROVEMENTS					
<input type="checkbox"/> If this box is checked, there are no structures or improvements on the Property; do not complete Sections A-G.					
<b>A.</b>	<b>STRUCTURAL CONDITIONS</b>				
	To Seller's current actual knowledge, do any of the following conditions <b>now exist or have they ever existed:</b>	<b>Yes</b>	<b>No</b>	<b>Do Not Know</b>	<b>COMMENTS</b>
1	Structural problems				
2	Moisture and/or water problems				
3	Damage due to termites, other insects or rodents				
4	Damage due to hail, wind, fire or flood				
5	Cracks, heaving or settling problems				
6	Exterior wall or window problems				
7	Exterior Artificial Stucco (EIFS)				
8	Any additions or alterations made without a required building permit				
9	Building code violations				
<b>B.</b>	<b>ROOF</b>	<b>Yes</b>	<b>No</b>	<b>Do Not Know</b>	<b>COMMENTS</b>
1	Roof problems				
2	Roof material: _____ Age _____				
	Roof material: _____ Age _____				
3	Roof leak: Past				
4	Roof leak: Present				
5	Damage to roof: Past				
6	Damage to roof: Present				
7	Roof under warranty until _____ . Transferable _____				
8	Roof work done while under current roof warranty				
9	Skylight problems				
10	Gutter or downspout problems				
		<b>IN WORKING CONDITION</b>			
<b>C.</b>	<b>APPLIANCES</b>	<b>Yes</b>	<b>No</b>	<b>Do Not Know</b>	<b>Age If Known</b>
1	Built-in vacuum system & accessories				
2	Clothes dryer				
3	Clothes washer				
4	Dishwasher				
5	Disposal				
6	Freezer				
7	Gas grill				
8	Hood				
9	Microwave oven				
10	Oven				
11	Range				
12	Refrigerator				
13	T.V. antenna: <input type="checkbox"/> Owned <input type="checkbox"/> Leased				
14	Satellite system or DSS dish: <input type="checkbox"/> Owned <input type="checkbox"/> Leased				
15	Trash compactor				

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IN WORKING CONDITION						
D.	ELECTRICAL & TELECOMMUNICATIONS	Yes	No	Do Not Know	Age If Known	COMMENTS
		1	Security system: <input type="checkbox"/> Owned <input type="checkbox"/> Leased			
2	Smoke/fire detectors: <input type="checkbox"/> Battery <input type="checkbox"/> Hardwire					
3	Light fixtures					
4	Switches & outlets					
5	Aluminum wiring					
6	Electrical: Phase _____ Voltage _____					
7	Telecommunications (T1, fiber, cable, satellite)					
8	Inside telephone wiring & blocks/jacks					
9	Abandoned communication cables: <input type="checkbox"/> Yes <input type="checkbox"/> No					
10	Ceiling fans					
11	Garage door opener					
12	Garage door control(s) # _____					
13	Intercom/doorbell					
14	In-wall speakers					
15	220 volt service					
16	Landscape lighting					
IN WORKING CONDITION						
E.	MECHANICAL	Yes	No	Do Not Know	Age If Known	COMMENTS
		1	Air conditioning:			
	Evaporative cooler					
	Window units					
	Central					
	Computer room					
2	Attic/whole house fan					
3	Vent fans					
4	Humidifier					
5	Air purifier					
6	Sauna					
7	Hot tub or spa					
8	Steam room/shower					
9	Pool					
10	Heating system:					
	Type _____ Fuel _____					
	Type _____ Fuel _____					
11	Water heater: Number of _____					
	Fuel type _____ Capacity _____					
12	Fireplace: Type _____ Fuel _____					
13	Fireplace insert					
14	Stove: Type _____ Fuel _____					
15	When was fireplace/wood stove, chimney/flue last cleaned: Date: _____ <input type="checkbox"/> Do not know					
16	Fuel tanks: <input type="checkbox"/> Owned <input type="checkbox"/> Leased					
17	Radiant heating system: <input type="checkbox"/> Interior <input type="checkbox"/> Exterior					
	Hose Type _____					
18	Overhead door					
19	Entry gate system					
20	Elevator/escalators					
21	Lift/hoist/crane					
IN WORKING CONDITION						
F.	WATER, SEWER & OTHER UTILITIES	Yes	No	Do Not Know	Age If Known	COMMENTS
		1	Water filter system: <input type="checkbox"/> Owned <input type="checkbox"/> Leased			
2	Water softener: <input type="checkbox"/> Owned <input type="checkbox"/> Leased					
3	Sewage problems: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Do not know					
4	Lift station (sewage ejector pump)					
5	Drainage, storm sewers, retention ponds					
6	Grey water storage/use					
7	Plumbing problems: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Do not know					
8	Sump pump					
9	Underground sprinkler system					

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IN WORKING CONDITION						
F.	WATER, SEWER & OTHER UTILITIES (Continued)	Yes	No	Do Not Know	Age If Known	COMMENTS
10	Fire sprinkler system					
11	Polybutylene pipe: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Do not know					
12	Galvanized pipe: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Do not know					
13	Backflow prevention device: <input type="checkbox"/> Domestic <input type="checkbox"/> Irrigation <input type="checkbox"/> Fire <input type="checkbox"/> Sewage					
14	Irrigation pump					
15	Well pump					
G.	OTHER DISCLOSURES—IMPROVEMENTS	Yes	No	Do Not Know		COMMENTS
1	Included fixtures and equipment in working condition					
2						
3						
4						

II. GENERAL						
H.	USE, ZONING & LEGAL ISSUES	Yes	No	Do Not Know		COMMENTS
1	Current use of the Property					
2	Zoning violation, variance, conditional use, enforceable PUD or non-conforming use					
3	Notice or threat of condemnation proceedings					
4	Notice of any adverse conditions from any governmental or quasi-governmental agency that have not been resolved					
5	Violation of restrictive covenants or owners' association rules or regulations					
6	Notice of zoning action related to the Property					
7	Notice of ADA complaint or report					
8	Other legal action					
I.	ACCESS, PARKING, DRAINAGE & SIGNAGE	Yes	No	Do Not Know		COMMENTS
1	Any access problems					
2	Roads, driveways, trails or paths through the Property used by others					
3	Public highway or county road bordering the Property					
4	Encroachments, boundary disputes or unrecorded easements					
5	Shared or common areas with adjoining properties					
6	Cross-parking agreement, covenants, easements					
7	Requirements for curb, gravel/paving, landscaping					
8	Flooding or drainage problems: Past					
9	Flooding or drainage problems: Present					
10	Signs: <input type="checkbox"/> Owned <input type="checkbox"/> Leased					
11	Signs: Government or private restriction problems					
J.	WATER & SEWER SUPPLY	Yes	No	Do Not Know		COMMENTS
1	Water Rights: Type _____					
2	Water tap fees paid in full					
3	Sewer tap fees paid in full					
4	Subject to augmentation plan					
5	Well required to be metered					
6	Type of water supply: <input type="checkbox"/> Public <input type="checkbox"/> Community <input type="checkbox"/> Well <input type="checkbox"/> Shared Well <input type="checkbox"/> Cistern <input type="checkbox"/> None <input type="checkbox"/> Other _____ If the Property is served by a well, supply to Buyer a copy of the well permit and drilling records. <b>Well Permit #:</b> _____ <b>Water Company Name:</b> _____					
7	Type of sanitary sewer service: <input type="checkbox"/> Public <input type="checkbox"/> Community <input type="checkbox"/> Septic System <input type="checkbox"/> None <input type="checkbox"/> Other _____ If the Property is served by an on-site septic system, supply to buyer a copy of the permit. Type of septic system: <input type="checkbox"/> Tank <input type="checkbox"/> Leach <input type="checkbox"/> Lagoon					

Chapter 27: Commission Approved and Miscellaneous Forms

<b>K.</b>	<b>ENVIRONMENTAL CONDITIONS</b> To Seller's current actual knowledge, do any of the following conditions <b>now exist or have they existed:</b>	<b>Yes</b>	<b>No</b>	<b>Do Not Know</b>	<b>COMMENTS</b>
1	Hazardous materials on the Property, such as radioactive, toxic, or biohazardous materials, asbestos, pesticides, herbicides, wastewater and other sludge, radon, methane, solvents or petroleum products				
2	Underground storage tanks				
3	Aboveground storage tanks				
4	Underground transmission lines				
5	Pets kept on the Property				
6	Property used as, situated on, or adjoining a dump, land fill or municipal solid waste land fill				
7	Monitoring wells or test equipment				
8	Sliding, settling, upheaval, movement or instability of earth or expansive soils of the Property				
9	Mine shafts, tunnels or abandoned wells on the Property				
10	Within governmentally designated geological hazard or sensitive area				
11	Within governmentally designated flood plain or wetland area				
12	Governmentally designated noxious weeds (within last 3 years only) If yes, see Section O.				
13	Dead, diseased or infested trees or shrubs				
14	Environmental assessments, studies or reports done involving the physical condition of the Property				
15	Property used for any mining, graveling, or other natural resource extraction operations such as oil and gas wells				
16	Endangered species on the Property				
17	Archeological features, fossils, or artifacts on the Property				
18	Property previously used as a methamphetamine laboratory				
19	Interior of Improvements of Property Smoke-free				
20	Other environmental problems				

<b>L.</b>	<b>ASSESSMENTS &amp; LIENS</b>	<b>Yes</b>	<b>No</b>	<b>Do Not Know</b>	<b>COMMENTS</b>
1	Property is part of an owners' association				
2	Special assessments or increases in regular assessments approved by owners' association but not yet implemented				
3	Government special improvements approved, but not yet installed, that may become a lien against the Property				

<b>M.</b>	<b>OTHER DISCLOSURES — GENERAL</b>	<b>Yes</b>	<b>No</b>	<b>Do Not Know</b>	<b>COMMENTS</b>
1	Any part of the Property leased to others (written or oral)				
2	Written reports of any building, site, roofing, soils or engineering investigations or studies of the Property				
3	Work done under an insurance claim				
4	Structural, architectural and engineering plans and/or specifications for any existing improvements				
5					
6					
7					

<b>III. LAND</b>					
<b>N.</b>	<b>CROPS, LIVESTOCK &amp; LEASES</b>	<b>Yes</b>	<b>No</b>	<b>Do Not Know</b>	<b>COMMENTS</b>
1	Crops being grown on the Property				
2	Seller owns all crops				
3	Livestock on the Property				
4	Any land leased from others: <input type="checkbox"/> State <input type="checkbox"/> BLM <input type="checkbox"/> Federal <input type="checkbox"/> Private <input type="checkbox"/> Other				

O. NOXIOUS WEEDS					
The Colorado Weed Management Act became law on January 1, 1992. The law requires that every county or municipality in Colorado adopt a weed management plan outlining the rules governing identification and method of eradication. The State of Colorado has identified PURPLE LOOSESTRIFE, SPOTTED KNAPWEED, MUSK THISTLE, LEAFY SPURGE, CANADIAN THISTLE, DIFFUSE KNAPWEED, RUSSIAN KNAPWEED, DALMATION TOADFLAX and YELLOW TOADFLAX, among others, as noxious weeds.					
	To Seller's current actual knowledge, have any of the following occurred to the Property within the last 3 years:	Yes	No	Do Not Know	COMMENTS
1	Identification of noxious weeds				
2	Subject to written weed control plan				
3	Herbicides applied				
4	Biological agents or insects released on any of the noxious weeds				
P. OTHER DISCLOSURES — Land					
1	Any part of the Property enrolled in any governmental programs such as Conservation Reserve Program (CRP), Wetlands Reserve Program (WRP), etc.				
2	Conservation easement				
3					
4					
5					

Seller and Buyer understand that the real estate brokers do not warrant or guarantee the above information on the Property. Property inspection services may be purchased. This form is **not** intended as a substitute for an inspection of the Property.

**ADVISORY TO SELLER:**

**Failure to disclose a known material defect may result in legal liability.**

The information contained in this Disclosure has been furnished by Seller, who certifies to the truth thereof based on Seller's CURRENT ACTUAL KNOWLEDGE. Any changes will be disclosed by Seller to Buyer promptly after discovery. Seller hereby receipts for a copy of this Disclosure.

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

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

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Seller

**ADVISORY TO BUYER:**

**Even though Seller has answered the above questions to the best of Seller's current actual knowledge, Buyer should obtain expert assistance to accurately and fully evaluate the Property regarding use and access, water, sewer, utilities, environmental and geological conditions, noxious weeds and other matters that may affect Buyer's use of the Property. Valuable information may be obtained from various local/state/federal agencies, and other experts may perform more specific evaluations of the Property.**

**Boundaries, location and ownership of fences, driveways, hedges, and similar items may become matters of dispute. A survey may be used to determine such matters.**

**The contract between Seller and Buyer controls if any item is included or excluded.**

Buyer acknowledges that Seller does not warrant that the Property is fit for Buyer's intended purposes or use of the Property. Buyer acknowledges that Seller's indication that an item is "working" is not to be construed as a warranty of its continued operability or as a representation or warranty that such item is fit for Buyer's intended purposes. Buyer hereby receipts for a copy of this Disclosure.

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

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

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Buyer



**Change of Status CS23-10-06**

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.  
(CS23-10-06) (Mandatory 1-07)

**CHANGE OF STATUS**

**TRANSACTION-BROKERAGE DISCLOSURE**

[NOTE: This form is to be used at the time a broker changes the brokerage relationship from an agency relationship to a Transaction-Brokerage relationship.]

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

This form discloses to Seller and Buyer the change in brokerage relationship from an agency relationship to a transaction-brokerage relationship. This change is effective only for the transaction between Seller and Buyer for the property described below and does not change the relationship with Broker for other transactions.

Regarding: \_\_\_\_\_  
Street Address City State Zip

Seller: \_\_\_\_\_

Buyer: \_\_\_\_\_

As agreed to between Brokerage Firm and the undersigned in the following contract:

- Exclusive Right-to-Sell Listing Contract, dated \_\_\_\_\_
- Exclusive Right-to-Lease Listing Contract, dated \_\_\_\_\_
- Exclusive Right-to-Buy-Contract, dated \_\_\_\_\_
- Exclusive Tenant Contract, dated \_\_\_\_\_
- Other contract titled: \_\_\_\_\_, dated \_\_\_\_\_

Broker will be working as a Transaction-Broker with both Buyer and Seller and will assist both parties with communication, advice, negotiation, contracting and closing without being an agent or advocate for either party.

**THIS IS NOT A CONTRACT.**

Receipt of this Disclosure form is hereby acknowledged on \_\_\_\_\_ (date).

\_\_\_\_\_  
Seller Buyer

On \_\_\_\_\_ (date), Broker provided  Seller  Buyer with a copy of this Disclosure form and retained a copy for Broker's records.

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

\_\_\_\_\_  
Broker

Square Footage Disclosure SF94-5-04

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (SF 94-5-04)

SQUARE FOOTAGE DISCLOSURE

This disclosure is made to Buyer and Seller pursuant to the requirements of Colorado Real Estate Commission and applies to improved residential real estate. Check applicable boxes below.

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

1. Licensee Measurement

Listing Licensee  Has  Has Not measured the square footage of the residence according to the following standard, methodology or manner:

Table with 3 columns: Standard/Methodology/Manner, Date Measured, Square Footage. Rows include Exterior measurement, FHA, ANSI, Local standard, and Other.

2. Other Source of Measurement:

Listing Licensee  Is  Is Not providing information on square footage of the residence from another source(s) as indicated below:

Table with 3 columns: Source of Square Footage Information, Date, Square Footage. Rows include Prior appraisal, Building plans, Assessor's office, and Other.

Measurement is for the purpose of marketing, may not be exact and is not for loan, valuation or other purpose. If exact square footage is a concern, the property should be independently measured.

Buyer and Seller are advised to verify this information. Any independent measurement or investigation should be completed on or before the Inspection Objection Deadline of the contract.

By \_\_\_\_\_ Date \_\_\_\_\_ Listing Licensee

The undersigned acknowledge receipt of this disclosure.

Seller \_\_\_\_\_ Date \_\_\_\_\_ Seller \_\_\_\_\_ Date \_\_\_\_\_

Buyer \_\_\_\_\_ Date \_\_\_\_\_ Buyer \_\_\_\_\_ Date \_\_\_\_\_

No. SF94-5-04 SQUARE FOOTAGE DISCLOSURE

**Counterproposal CP40-10-06**

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The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (CP40-10-06) (Mandatory 1-07)

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

**COUNTERPROPOSAL**

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

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

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

[NOTE: If any item is left blank or the term "No Change" is inserted, it means no change. The abbreviation "N/A" or the word "Deleted" means not applicable and when inserted on any line in Dates and Deadlines (§ 2c) means that the corresponding provision of the Contract to which reference is made is deleted.]

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

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>	

34 **3. § 4 PURCHASE PRICE AND TERMS.**  
 35 **[Note: This table may be deleted if inapplicable.]**

36  
 37 The Purchase Price set forth below shall be payable in U. S. Dollars by Buyer as follows:  
 38

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>	\$	\$

39  
 40 The terms of any loan, such as interest rate, monthly payment, etc., shall remain the same as set forth in the proposed contract unless  
 41 modified in this Counterproposal.  
 42

43 **4. ATTACHMENTS.** The following are a part of this Counterproposal:  
 44  
 45

46 Note: The following disclosure forms **are attached** but are **not** a part of this Counterproposal:  
 47  
 48

49 **5. OTHER CHANGES.**  
 50  
 51  
 52  
 53

54 **6. ACCEPTANCE DEADLINE.** This Counterproposal shall expire unless accepted in writing by Seller and Buyer as evidenced by their  
 55 signatures below and the offering party to this document receives notice of such acceptance on or before \_\_\_\_\_.  
 56 Date Time  
 57

58 If accepted, the proposed contract, as amended by this Counterproposal, shall become a contract between Seller and Buyer. All other terms  
 59 and conditions of the proposed contract, described in § 1, shall remain the same.  
 60

61 Date: \_\_\_\_\_ Date: \_\_\_\_\_  
 62  
 63

64 Seller \_\_\_\_\_ Seller \_\_\_\_\_  
 65

66 Address: \_\_\_\_\_ Address: \_\_\_\_\_  
 67  
 68  
 69

70 Date: \_\_\_\_\_ Date: \_\_\_\_\_  
 71  
 72

73 Buyer \_\_\_\_\_ Buyer \_\_\_\_\_  
 74

75 Address: \_\_\_\_\_ Address: \_\_\_\_\_  
 76  
 77  
 78

Note: When this Counterproposal form is used, the proposed contract is **not** to be signed by the party initiating this Counterproposal.

**Agreement to Amend/Extend Contract AE41-10-06**

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.  
(AE41-10-06) (Mandatory 1-07)

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

**AGREEMENT TO AMEND/EXTEND CONTRACT**

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

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

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

[NOTE: If any item is left blank or the term "No Change" is inserted, it means no change. The abbreviation "N/A" or the word "Deleted" means not applicable and when inserted on any line in Dates and Deadlines (§ 2c) means that the corresponding provision of the Contract to which reference is made is deleted.]

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

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>	

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

4. Additional amendments:

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

42

43

44

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

47

Date Time

48

49

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

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

50

51

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Seller

52

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54

55

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

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

56

57

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Buyer

58

**Agreement to Amend/Extend Contract with Broker AE42-5-04**

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (AE42-5-04)

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

**AGREEMENT TO AMEND/EXTEND  
CONTRACT WITH BROKER**

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

This Agreement To Amend/Extend amends the following contract which is checked:

- Listing Contract or;
- Exclusive Right-to-Lease Contract,

dated \_\_\_\_\_, relating to the sale or lease of the real estate in the County of \_\_\_\_\_, Colorado, (Legal Description):

known as \_\_\_\_\_ (Property).  
Street Address City State Zip

- Exclusive Right-to-Buy Contract or;
- Exclusive Tenant Contract,

dated \_\_\_\_\_, between Brokerage Firm named below and the undersigned Buyer or Seller.

If this Agreement is used with a lease or rental transaction, the word "Seller" shall mean "Landlord", and the word "Buyer" shall mean "Tenant".

This Agreement will control in the event of any conflict with the contract to which it amends.

Buyer or Seller and Brokerage Firm agree to amend the aforesaid contract as follows:

1. The date ending the Listing Period or Duration of Agency/Duration Relationship is \_\_\_\_\_ extended to \_\_\_\_\_.
2. If this Agreement amends the Listing Contract or Exclusive Right-to-Lease Contract, the price or rental rate is changed to \$\_\_\_\_\_.
3. Additional amendments:

*Colorado Real Estate Manual*

All other terms and conditions of said contract shall remain the same.

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

\_\_\_\_\_  
Seller or Buyer                      Seller or Buyer

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

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



## Closing Instructions and Earnest Money Receipt CL8-10-06

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.  
(CL8-10-06) (Mandatory 1-07)

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

### CLOSING INSTRUCTIONS AND EARNEST MONEY RECEIPT

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

**1. PARTIES, PROPERTY.** \_\_\_\_\_, Seller, and \_\_\_\_\_, Buyer, engage \_\_\_\_\_, Closing Company, who agrees to provide closing and settlement services in connection with the Closing of the following legally described real estate in the County of \_\_\_\_\_, Colorado:

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

**2. INFORMATION, PREPARATION.** Closing Company is authorized to obtain any information necessary for the Closing. Closing Company agrees to prepare, deliver, and record those documents (excluding legal documents) that are necessary to carry out the terms and conditions of the Contract to Buy and Sell Real Estate, dated \_\_\_\_\_, including any counterproposals and amendments (Contract).

**3. CLOSING FEE.** Closing Company will receive a fee not to exceed \$ \_\_\_\_\_ for providing these closing and settlement services.

**4. GOOD FUNDS.** Closing Company is authorized to receive funds and to disburse when all funds received are either: (a) available for immediate withdrawal as a matter of right from the financial institution in which the funds have been deposited, or (b) are available for immediate withdrawal as a consequence of an agreement of a financial institution in which the funds are to be deposited or a financial institution upon which the funds are to be drawn (Good Funds).

**5. RELEASE, DISBURSEMENT.** Closing Company is not authorized to release any signed documents or things of value prior to receipt and disbursement of Good Funds, except as provided in §§ 10 and 11.

**6. DISBURSER.** Closing Company shall disburse all funds, including real estate commissions, except those funds as may be separately disclosed in writing to Buyer and Seller by Closing Company or Buyer's lender on or before Closing. All parties agree that no one other than the disbursing agent can assure that payoff of loans and other disbursements will actually be made.

**7. SELLER'S NET PROCEEDS.** Seller will receive the net proceeds of Closing as indicated:  
 Cashier's Check, at Seller's expense  Funds Electronically transferred (wire transfer) to an account specified by Seller, at Seller's expense  Closing Company's trust account check.

**8. FURNISH INFORMATION AND DOCUMENTS.** Buyer and Seller will furnish any additional information and documents required by Closing Company that will be necessary to complete this transaction.

**9. CLOSING STATEMENT.** Closing Company will prepare and deliver an accurate, complete and detailed closing statement to Buyer and Seller at time of Closing.

**10. FAILURE OF CLOSING.** If Closing or disbursement does not occur on or before Closing Date set forth in the Contract, Closing Company, except as provided herein, is authorized and agrees to return all documents, monies, and things of value to the depositing party, upon which Closing Company will be relieved from any further duty, responsibility or liability in connection with these Closing Instructions. In addition, any promissory note, deed of trust or other evidence of indebtedness signed by Buyer shall be voided by Closing Company, with the originals returned to Buyer and a copy to Buyer's lender.

**11. EARNEST MONEY DISPUTE.** Except as otherwise provided herein, Closing Company shall release the Earnest Money as directed by written mutual instructions signed by both Buyer and Seller. In the event of any controversy regarding the Earnest Money held by Closing Company (notwithstanding any termination of the Contract), Closing Company shall not be required to take any action. Closing Company, at its option and sole discretion, may (a) await any proceeding, (b) interplead all parties and deposit Earnest Money and other money or things of value into a court of competent jurisdiction and shall recover court costs and reasonable attorney and legal fees, or (c) deliver written notice to Buyer and Seller that unless Closing Company receives a copy of the Summons and Complaint or Claim (between Buyer and Seller), containing the case number of the lawsuit (Lawsuit) within 120 calendar days of Closing Company's written notice is delivered to the parties, Closing Company shall be authorized to return the Earnest Money to Buyer. In the event Closing Company does receive a copy of the Lawsuit and has not interpleaded the monies at the time of any Order, Closing Company shall disburse the Earnest Money pursuant to the Order of the Court.

**12. SUBSEQUENT AMENDMENTS.** Any amendments to, or termination of, these Closing Instructions must be in writing and signed by Buyer, Seller and Closing Company.

**13. WITHHOLDING.** The Internal Revenue Service and the Colorado Department of Revenue may require Closing Company to withhold a substantial portion of the proceeds of this sale when Seller either (a) is a foreign person or (b) will not be a Colorado resident after Closing. Seller should inquire of Seller's tax advisor to determine if withholding applies or if an exemption exists.

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70 14. ADDITIONAL PROVISIONS. (The following additional provisions have not been approved by the Colorado Real Estate  
71 Commission.)  
72

73  
74 15. COUNTERPARTS. This document may be executed by Buyer, Seller and Closing Company, separately, and when each party has  
75 executed a copy, such copies taken together shall be deemed to be a full and complete contract between the parties.  
76

77 16. BROKER'S COPIES. Closing Company shall provide, to each broker in this transaction, copies of all signed documents that such  
78 brokers are required to maintain pursuant to the rules of the Colorado Real Estate Commission.  
79

80 17. COMMON INTEREST COMMUNITY DOCUMENTS. Seller's obligation to provide the CIC Documents is set forth in the  
81 Contract. Seller authorizes the Association, if any, to provide the CIC Documents to Buyer. Seller's obligation to furnish the CIC Documents  
82 shall be fulfilled upon Buyer's receipt of the CIC Documents.  
83

84 18. NOTICE, DELIVERY AND CHOICE OF LAW.  
85 a. Physical Delivery. Except as provided in § 18b below, all notices must be in writing. Any notice to Buyer shall be effective when  
86 received by Buyer or Selling Brokerage Firm, any notice to Seller shall be effective when received by Seller or Listing Brokerage Firm, and  
87 any notice to Closing Company shall be effective when physically received by Closing Company.

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

91 c. Choice of Law. This contract and all disputes arising hereunder shall be governed by and construed in accordance with the laws of  
92 the State of Colorado that would be applicable to Colorado residents who sign a contract in this state for property located in Colorado.  
93

94 Date: \_\_\_\_\_ Date: \_\_\_\_\_  
95

96 \_\_\_\_\_  
97 Seller Buyer

98 Date: \_\_\_\_\_ Date: \_\_\_\_\_  
99

100 \_\_\_\_\_  
101 Seller Buyer

102 Closing Company: \_\_\_\_\_  
103

104 Date: \_\_\_\_\_ By: \_\_\_\_\_ Title \_\_\_\_\_  
105

106 (TO BE COMPLETED ONLY BY BROKER AND CLOSING COMPANY)  
107

108 \_\_\_\_\_ (Broker) engages Closing Company as Broker's scrivener to complete, for a fee  
109 not to exceed \$ \_\_\_\_\_ at the sole expense of Broker, the following legal documents:

110  Deed  Bill of Sale  Colorado Real Estate Commission approved Promissory Note  Colorado Real Estate Commission  
111 approved Deed of Trust. Closing Company agrees to prepare, on behalf of Broker, the indicated legal documents pursuant to the terms and  
112 conditions of the Contract.

113 The documents stated above shall be subject to Broker's review and approval and Broker acknowledges that Broker is responsible for the  
114 accuracy of the above documents.

115 Listing Brokerage Firm's Name: \_\_\_\_\_  
116

117 Date: \_\_\_\_\_  
118 Broker

119 Closing Company: \_\_\_\_\_  
120

121 Date: \_\_\_\_\_ By: \_\_\_\_\_ Title \_\_\_\_\_  
122

123  
124 EARNEST MONEY RECEIPT  
125

126 Closing Company, on the date set forth below, acknowledges receipt of the Earnest Money in the amount of \$ \_\_\_\_\_ in the form  
127 of \_\_\_\_\_.  
128

129 Closing Company: \_\_\_\_\_  
130

131 Date: \_\_\_\_\_ By: \_\_\_\_\_ Title \_\_\_\_\_  
132

133