

Seller's Property Disclosure (All Types of Properties) SPD19-9-08

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission (SPD19-09-08) (Mandatory 1-09)

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. **Any changes will be disclosed by Seller to Buyer promptly after discovery.** Seller hereby receipts for a copy of this Disclosure. If the Property is part of a Common Interest Community, this Disclosure is limited to the Property or Unit itself, except as stated in Section L. Broker may deliver a copy of this Disclosure to prospective buyers.

Note: If an item is not present at the Property or if an item is not to be included in the sale, mark the "N/A" column. The Contract to Buy and Sell Real Estate, not this Disclosure form, determines whether an item is included or excluded; if there is an inconsistency between this form and the Contract, the Contract controls.

Date: _____
 Property Address: _____
 Seller: _____

I. IMPROVEMENTS							
<input type="checkbox"/> If this box is checked, there are no structures or improvements on the Property; do not complete Sections A-G.							
A.	STRUCTURAL CONDITIONS Do any of the following conditions now exist or have they ever existed:	Yes	No	Do Not Know	N/A	Comments	
1	Structural problems						
2	Moisture and/or water problems						
3	Damage due to termites, other insects, birds, animals or rodents						
4	Damage due to hail, wind, fire or flood						
5	Cracks, heaving or settling problems						
6	Exterior wall or window problems						
7	Exterior Artificial Stucco (EIFS)						
8	Any additions or alterations made						
9	Building code, city or county violations						
B.	ROOF	Yes	No	Do Not Know	N/A	Comments	
1	Roof problems						
2	Roof material: _____ Age _____ Roof material: _____ Age _____						
3	Roof leak: Past						
4	Roof leak: Present						
5	Damage to roof: Past						
6	Damage to roof: Present						
7	Roof under warranty until _____. Transferable _____						
8	Roof work done while under current roof warranty						
9	Skylight problems						
10	Gutter or downspout problems						
IN WORKING CONDITION							
C.	APPLIANCES	Yes	No	Do Not Know	Age If Known	N/A	Comments
1	Built-in vacuum system & accessories						
2	Clothes dryer						
3	Clothes washer						
4	Dishwasher						
5	Disposal						
6	Freezer						
7	Gas grill						
8	Hood						

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9	Microwave oven						
10	Oven						
11	Range						
12	Refrigerator						
13	T.V. antenna: <input type="checkbox"/> Owned <input type="checkbox"/> Leased						
14	Satellite system or DSS dish: <input type="checkbox"/> Owned <input type="checkbox"/> Leased						
15	Trash compactor						
		IN WORKING CONDITION					
D.	ELECTRICAL & TELECOMMUNICATIONS	Yes	No	Do Not Know	Age If Known	N/A	Comments
1	Security system: <input type="checkbox"/> Owned <input type="checkbox"/> Leased						
2	Smoke/fire detectors: <input type="checkbox"/> Battery <input type="checkbox"/> Hardwire						
3	Carbon Monoxide Alarm: <input type="checkbox"/> Battery <input type="checkbox"/> Hardwire						
4	Light fixtures						
5	Switches & outlets						
6	Aluminum wiring (110)						
7	Electrical: Phase _____ Voltage _____ Amps _____						
8	Telecommunications (T1, fiber, cable, satellite)						
9	Inside telephone wiring & blocks/jacks						
10	Abandoned communication cables: <input type="checkbox"/> Yes <input type="checkbox"/> No						
11	Ceiling fans						
12	Garage door opener						
13	Garage door control(s) # _____						
14	Intercom/doorbell						
15	In-wall speakers						
16	220 volt service						
17	Landscape lighting						
		IN WORKING CONDITION					
E.	MECHANICAL	Yes	No	Do Not Know	Age If Known	N/A	Comments
1	Air conditioning: Evaporative cooler						
	Window units						
	Central						
	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						

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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	N/A	Comments	
1	Water filter system: <input type="checkbox"/> Owned <input type="checkbox"/> Leased							
2	Water softener: <input type="checkbox"/> Owned <input type="checkbox"/> Leased							
3	Sewage problems: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Do not know							
4	Lift station (sewage ejector pump)							
5	Drainage, storm sewers, retention ponds							
6	Grey water storage/use							
7	Plumbing problems: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Do not know							
8	Sump pump							
9	Underground sprinkler system							
10	Fire sprinkler system							
11	Polybutylene pipe: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Do not know							
12	Galvanized pipe: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Do not know							
13	Backflow prevention device: <input type="checkbox"/> Domestic <input type="checkbox"/> Irrigation <input type="checkbox"/> Fire <input type="checkbox"/> Sewage							
14	Irrigation pump							
15	Well pump							
G.	OTHER DISCLOSURES—IMPROVEMENTS	Yes	No	Do Not Know	N/A	Comments		
1	Included fixtures and equipment in working condition							

II. GENERAL								
H.	USE, ZONING & LEGAL ISSUES	Yes	No	Do Not Know	N/A	Comments		
1	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	Any building or improvements constructed within the past one year from this Date without approval by the Association or the designated approving body							
7	Notice of zoning action related to the Property							
8	Notice of ADA complaint or report							
9	Other legal action							

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I.	ACCESS, PARKING, DRAINAGE & SIGNAGE	Yes	No	Do Not Know	N/A	Comments
1	Any access problems					
2	Roads, driveways, trails or paths through the Property used by others					
3	Public highway or county road bordering the Property					
4	Any proposed or existing transportation project that affects or is expected to affect the Property					
5	Encroachments, boundary disputes or unrecorded easements					
6	Shared or common areas with adjoining properties					
7	Cross-parking agreement, covenants, easements					
8	Requirements for curb, gravel/paving, landscaping					
9	Flooding or drainage problems: Past					
10	Flooding or drainage problems: Present					
11	Signs: <input type="checkbox"/> Owned <input type="checkbox"/> Leased					
12	Signs: Government or private restriction problems					
J.	WATER & SEWER SUPPLY	Yes	No	Do Not Know	N/A	Comments
1	Water Rights: Type _____					
2	Water tap fees paid in full					
3	Sewer tap fees paid in full					
4	Subject to augmentation plan					
5	Well required to be metered					
6	Type of water supply: <input type="checkbox"/> Public <input type="checkbox"/> Community <input type="checkbox"/> Well <input type="checkbox"/> Shared Well <input type="checkbox"/> Cistern <input type="checkbox"/> None If the Property is served by a Well, a copy of the Well Permit <input type="checkbox"/> Is <input type="checkbox"/> Is Not attached. Well Permit #: _____ <input type="checkbox"/> Drilling Records <input type="checkbox"/> Are <input type="checkbox"/> Are not attached. Shared Well Agreement <input type="checkbox"/> Yes <input type="checkbox"/> No. The Water Provider for the Property can be contacted at: Name: _____ Address: _____ Web Site: _____ Phone No.: _____ <input type="checkbox"/> There is neither a Well nor a Water Provider for the Property. The source of potable water for the Property is [describe source]: SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.					
7	Type of sanitary sewer service: <input type="checkbox"/> Public <input type="checkbox"/> Community <input type="checkbox"/> Septic System <input type="checkbox"/> None <input type="checkbox"/> Other _____ If the Property is served by an on-site septic system, supply to buyer a copy of the permit. Type of septic system: <input type="checkbox"/> Tank <input type="checkbox"/> Leach <input type="checkbox"/> Lagoon					
K.	ENVIRONMENTAL CONDITIONS	Yes	No	Do Not Know	N/A	Comments
	Do any of the following conditions now exist or have they ever existed:					
1	Hazardous materials on the Property, such as radioactive, toxic, or biohazardous materials, asbestos, pesticides, herbicides, wastewater sludge, radon, methane, mill tailings, solvents or petroleum products					
2	Underground storage tanks					
3	Aboveground storage tanks					
4	Underground transmission lines					
5	Pets kept on the Property					
6	Property used as, situated on, or adjoining a dump, land fill or municipal solid waste land fill					

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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	Interior of improvements of Property tobacco smoke-free					
19	Other environmental problems					
L.	COMMON INTEREST COMMUNITY ASSOCIATION PROPERTY	Yes	No	Do Not Know	N/A	Comments
1	Property is part of an owners' association					
2	Special assessments or increases in regular assessments approved by owners' association but not yet implemented					
3	Has the Association made demand or commenced a lawsuit against a builder or contractor alleging defective construction of improvements of the Association Property (common area or property owned or controlled by the Association but outside the Seller's Property or Unit).					
M.	OTHER DISCLOSURES — GENERAL	Yes	No	Do Not Know	N/A	Comments
1	Any part of the Property leased to others (written or oral)					
2	Written reports of any building, site, roofing, soils or engineering investigations or studies of the Property					
3	Any property insurance claim submitted (whether paid or not)					
4	Structural, architectural and engineering plans and/or specifications for any existing improvements					
5	Property was previously used as a methamphetamine laboratory and not remediated to state standards					
6	Government special improvements approved, but not yet installed, that may become a lien against the Property					

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III. LAND						
N.	CROPS, LIVESTOCK & LEASES	Yes	No	Do Not Know	N/A	Comments
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.						
Have any of the following occurred to the Property within the last 3 years:		Yes	No	Do Not Know	N/A	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						
	Yes	No	Do Not Know	N/A	Comments	
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					

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

ADVISORY TO SELLER:

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

The information contained in this Disclosure has been furnished by Seller, who certifies to the truth thereof based on Seller's CURRENT ACTUAL KNOWLEDGE.

Date: _____

Date: _____

Seller

Seller

ADVISORY TO BUYER:

1. Even though Seller has answered the above questions to the best of Seller's current actual knowledge, Buyer should thoroughly inspect the Property and obtain expert assistance to accurately and fully evaluate the Property to confirm the status of the following matters:

- a. the physical condition of the Property;
- b. the presence of mold or other biological hazards;
- c. the presence of rodents, insects and vermin including termites;
- d. the legal use of the Property and legal access to the Property;
- e. the availability and source of water, sewer, and utilities;
- f. the environmental and geological condition of the Property;
- g. the presence of noxious weeds; and

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h. any other matters that may affect Buyer's use and ownership of the Property that are important to Buyer as Buyer decides whether to purchase the Property.

2. Seller states that the information is correct to the best of "Seller's current actual knowledge" as of the date of this form. The term "current actual knowledge" is intended to limit Seller's disclosure only to facts actually known by the Seller and does not include "constructive knowledge" or "common knowledge" or what Seller "should have known" about the Property. The Seller has no duty to inspect the Property when this Disclosure is filled in and signed.

3. Valuable information may be obtained from various local/state/federal agencies, and other experts may assist Buyer by performing more specific evaluations and inspections of the Property.

4. Boundaries, location and ownership of fences, driveways, hedges, and similar features of the Property may become the subjects of a dispute between a property owner and a neighbor. A survey may be used to determine the likelihood of such problems.

5. Whether any item is included or excluded is determined by the contract between Buyer and Seller and not this Seller's Property Disclosure.

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

7. Buyer hereby receipts for a copy of this Disclosure.

Date: _____

Date: _____

Buyer

Buyer

Seller's Property Disclosure (Residential) SPD29-9-08

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission (SPD29-9-08) (Mandatory 1-09)

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

**SELLER'S PROPERTY DISCLOSURE
(RESIDENTIAL)**

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

Seller states that the information contained in this Disclosure is correct to the best of Seller's CURRENT ACTUAL KNOWLEDGE as of this Date. **Any changes will be disclosed by Seller to Buyer promptly after discovery.** Seller hereby receipts for a copy of this Disclosure. If the Property is part of a Common Interest Community, this Disclosure is limited to the Property or Unit itself, except as stated in Section L. Broker may deliver a copy of this Disclosure to prospective buyers.

Note: If an item is not present at the Property or if an item is not to be included in the sale, mark the "N/A" column . The Contract to Buy and Sell Real Estate, not this Disclosure form, determines whether an item is included or excluded; if there is an inconsistency between this form and the Contract, the Contract controls.

Date: _____
 Property Address: _____
 Seller: _____

I. IMPROVEMENTS						
<input type="checkbox"/> If this box is checked, there are no structures or improvements on the Property; do not complete Sections A-G.						
A.	STRUCTURAL CONDITIONS Do any of the following conditions now exist or have they ever existed:	Yes	No	Do Not Know	N/A	Comments
1	Structural problems					
2	Moisture and/or water problems					
3	Damage due to termites, other insects, birds, animals or rodents					
4	Damage due to hail, wind, fire or flood					
5	Cracks, heaving or settling problems					
6	Exterior wall or window problems					
7	Exterior Artificial Stucco (EIFS)					
8	Any additions or alterations made					
9	Building code, city or county violations					
B.	ROOF	Yes	No	Do Not Know	N/A	Comments
1	Roof problems					
2	Roof material: _____ Age _____ Roof material: _____ Age _____					
3	Roof leak: Past					
4	Roof leak: Present					
5	Damage to roof: Past					
6	Damage to roof: Present					
7	Roof under warranty until _____ . Transferable _____					
8	Roof work done while under current roof warranty					
9	Skylight problems					
10	Gutter or downspout problems					
IN WORKING CONDITION						
C.	APPLIANCES	Yes	No	Do Not Know	Age If Known	Comments
1	Built-in vacuum system & accessories					
2	Clothes dryer					
3	Clothes washer					
4	Dishwasher					
5	Disposal					
6	Freezer					
7	Gas grill					
8	Hood					
9	Microwave oven					
10	Oven					

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11	Range						
12	Refrigerator						
13	T.V. antenna: <input type="checkbox"/> Owned <input type="checkbox"/> Leased						
14	Satellite system or DSS dish: <input type="checkbox"/> Owned <input type="checkbox"/> Leased						
15	Trash compactor						
		IN WORKING CONDITION					
D.	ELECTRICAL & TELECOMMUNICATIONS	Yes	No	Do Not Know	Age If Known	N/A	Comments
1	Security system: <input type="checkbox"/> Owned <input type="checkbox"/> Leased						
2	Smoke/fire detectors: <input type="checkbox"/> Battery <input type="checkbox"/> Hardwire						
3	Carbon Monoxide Alarm: <input type="checkbox"/> Battery <input type="checkbox"/> Hardwire						
4	Light fixtures						
5	Switches & outlets						
6	Aluminum wiring (110)						
7	Electrical Amps						
8	Telecommunications (T1, fiber, cable, satellite)						
9	Inside telephone wiring & blocks/jacks						
10	Ceiling fans						
11	Garage door opener						
12	Garage door control(s) # _____						
13	Intercom/doorbell						
14	In-wall speakers						
15	220 volt service						
16	Landscape lighting						
		IN WORKING CONDITION					
E.	MECHANICAL	Yes	No	Do Not Know	Age If Known	N/A	Comments
1	Air conditioning:						
	Evaporative cooler						
	Window units						
	Central						
2	Attic/whole house fan						
3	Vent fans						
4	Humidifier						
5	Air purifier						
6	Sauna						
7	Hot tub or spa						
8	Steam room/shower						
9	Pool						
10	Heating system:						
	Type _____ Fuel _____						
	Type _____ Fuel _____						
11	Water heater: Number of _____						
	Fuel type Capacity _____						
12	Fireplace: Type _____ Fuel _____						
13	Fireplace insert						
14	Stove: Type _____ Fuel _____						
15	When was fireplace/wood stove, chimney/flue last cleaned: Date: _____ <input type="checkbox"/> Do not know						
16	Fuel tanks: <input type="checkbox"/> Owned <input type="checkbox"/> Leased						
17	Radiant heating system: <input type="checkbox"/> Interior <input type="checkbox"/> Exterior Hose Type _____						
18	Overhead door						
19	Entry gate system						
20	Elevator						
		IN WORKING CONDITION					
F.	WATER, SEWER & OTHER UTILITIES	Yes	No	Do Not Know	Age If Known	N/A	Comments
1	Water filter system: <input type="checkbox"/> Owned <input type="checkbox"/> Leased						
2	Water softener: <input type="checkbox"/> Owned <input type="checkbox"/> Leased						
3	Sewage problems: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Do not know						

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4	Lift station (sewage ejector pump)						
5	Drainage, storm sewers, retention ponds						
6	Grey water storage/use						
7	Plumbing problems: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Do not know						
8	Sump pump						
9	Underground sprinkler system						
10	Fire sprinkler system						
11	Polybutylene pipe: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Do not know						
12	Galvanized pipe: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Do not know						
13	Backflow prevention device: <input type="checkbox"/> Domestic <input type="checkbox"/> Irrigation <input type="checkbox"/> Fire <input type="checkbox"/> Sewage						
14	Irrigation pump						
15	Well pump						
IN WORKING CONDITION							
G.	OTHER DISCLOSURES—IMPROVEMENTS	Yes	No	Do Not Know	Age If Known	N/A	Comments
1	Included fixtures and equipment in working condition						

II. GENERAL							
H.	USE, ZONING & LEGAL ISSUES	Yes	No	Do Not Know	N/A	Comments	
1	Zoning violation, variance, conditional use, enforceable PUD or non-conforming use						
2	Notice or threat of condemnation proceedings						
3	Notice of any adverse conditions from any governmental or quasi-governmental agency that have not been resolved						
4	Violation of restrictive covenants or owners' association rules or regulations						
5	Any building or improvements constructed within the past one year from this Date without approval by the Association or the designated approving body						
6	Notice of zoning action related to the Property						
7	Other legal action						
I.	ACCESS, PARKING, DRAINAGE & SIGNAGE	Yes	No	Do Not Know	N/A	Comments	
1	Any access problems						
2	Roads, driveways, trails or paths through the Property used by others						
3	Public highway or county road bordering the Property						
4	Any proposed or existing transportation project that affects or is expected to affect the Property						
5	Encroachments, boundary disputes or unrecorded easements						
6	Shared or common areas with adjoining properties						
7	Requirements for curb, gravel/paving, landscaping						
8	Flooding or drainage problems: Past						
9	Flooding or drainage problems: Present						

J.	WATER & SEWER SUPPLY	Yes	No	Do Not Know	N/A	Comments	
1	Water Rights: Type _____						
2	Water tap fees paid in full						
3	Sewer tap fees paid in full						
4	Subject to augmentation plan						
5	Well required to be metered						

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6 Type of water supply: Public Community Well Shared Well Cistern None
 If the Property is served by a Well, a copy of the Well Permit **Is** **Is Not attached.** Well Permit #: _____
 Drilling Records Are Are not attached. Shared Well Agreement **Yes** **No.**
 The **Water Provider** for the Property can be contacted at:
 Name: _____ Address: _____
 Web Site: _____ Phone No.: _____
 There is neither a Well nor a Water Provider for the Property. The source of potable water for the Property is [describe source]: _____
SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.

7 Type of sanitary sewer service: Public Community Septic System None Other _____
 If the Property is served by an on-site septic system, supply to buyer a copy of the permit.
 Type of septic system: Tank Leach Lagoon

K.	ENVIRONMENTAL CONDITIONS Do any of the following conditions now exist or have they ever existed:	Yes	No	Do Not Know	N/A	Comments
1	Hazardous materials on the Property, such as radioactive, toxic, or biohazardous materials, asbestos, pesticides, herbicides, wastewater sludge, radon, methane, mill tailings, solvents or petroleum products					
2	Underground storage tanks					
3	Aboveground storage tanks					
4	Underground transmission lines					
5	Pets kept on the Property					
6	Property used as, situated on, or adjoining a dump, land fill or municipal solid waste land fill					
7	Monitoring wells or test equipment					
8	Sliding, settling, upheaval, movement or instability of earth or expansive soils of the Property					
9	Mine shafts, tunnels or abandoned wells on the Property					
10	Within governmentally designated geological hazard or sensitive area					
11	Within governmentally designated flood plain or wetland area					
12	Dead, diseased or infested trees or shrubs					
13	Environmental assessments, studies or reports done involving the physical condition of the Property					
14	Property used for any mining, graveling, or other natural resource extraction operations such as oil and gas wells					
15	Interior of improvements of Property tobacco smoke-free					
16	Other environmental problems					

L.	COMMON INTEREST COMMUNITY ASSOCIATION PROPERTY	Yes	No	Do Not Know	N/A	Comments
1	Property is part of an owners' association					
2	Special assessments or increases in regular assessments approved by owners' association but not yet implemented					
3	Has the Association made demand or commenced a lawsuit against a builder or contractor alleging defective construction of improvements of the Association Property (common area or property owned or controlled by the Association but outside the Seller's Property or Unit).					

M.	OTHER DISCLOSURES — GENERAL	Yes	No	Do Not Know	N/A	Comments
1	Any part of the Property leased to others (written or oral)					
2	Written reports of any building, site, roofing, soils or engineering investigations or studies of the Property					
3	Any property insurance claim submitted (whether paid or not)					
4	Structural, architectural and engineering plans and/or specifications for any existing improvements					

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5	Property was previously used as a methamphetamine laboratory and not remediated to state standards					
6	Government special improvements approved, but not yet installed, that may become a lien against the Property					

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

ADVISORY TO SELLER:

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

The information contained in this Disclosure has been furnished by Seller, who certifies to the truth thereof based on Seller's CURRENT ACTUAL KNOWLEDGE.

Date: _____

Date: _____

Seller

Seller

ADVISORY TO BUYER:

1. Even though Seller has answered the above questions to the best of Seller's current actual knowledge, Buyer should thoroughly inspect the Property and obtain expert assistance to accurately and fully evaluate the Property to confirm the status of the following matters:

- a. the physical condition of the Property;
- b. the presence of mold or other biological hazards;
- c. the presence of rodents, insects and vermin including termites;
- d. the legal use of the Property and legal access to the Property;
- e. the availability and source of water, sewer, and utilities;
- f. the environmental and geological condition of the Property;
- g. the presence of noxious weeds; and
- h. any other matters that may affect Buyer's use and ownership of the Property that are important to Buyer as Buyer decides whether to purchase the Property.

2. Seller states that the information is correct to the best of "Seller's current actual knowledge" as of the date of this form. The term "current actual knowledge" is intended to limit Seller's disclosure only to facts actually known by the Seller and does not include "constructive knowledge" or "common knowledge" or what Seller "should have known" about the Property. The Seller has no duty to inspect the Property when this Disclosure is filled in and signed.

3. Valuable information may be obtained from various local/state/federal agencies, and other experts may assist Buyer by performing more specific evaluations and inspections of the Property.

4. Boundaries, location and ownership of fences, driveways, hedges, and similar features of the Property may become the subjects of a dispute between a property owner and a neighbor. A survey may be used to determine the likelihood of such problems.

5. Whether any item is included or excluded is determined by the contract between Buyer and Seller and not this Seller's Property Disclosure.

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

7. Buyer hereby receipts for a copy of this Disclosure.

Date: _____

Date: _____

Buyer

Buyer

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:

<input type="checkbox"/>	<u>Standard/Methodology/Manner</u>	<u>Date Measured</u>	<u>Square Footage</u>
<input type="checkbox"/>	Exterior measurement	_____	_____
<input type="checkbox"/>	FHA	_____	_____
<input type="checkbox"/>	ANSI	_____	_____
<input type="checkbox"/>	Local standard _____	_____	_____
<input type="checkbox"/>	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:

<input type="checkbox"/>	<u>Source of Square Footage Information</u>	<u>Date</u>	<u>Square Footage</u>
<input type="checkbox"/>	Prior appraisal (Date of document)	_____	_____
<input type="checkbox"/>	Building plans (Date of document)	_____	_____
<input type="checkbox"/>	Assessor's office (Date obtained)	_____	_____
<input type="checkbox"/>	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

Inspection Notice NTC43-8-07

1 The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate
2 Commission. (NTC 43-8-07) (Mandatory 1-08)

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

6
7 **INSPECTION NOTICE**

8
9 Date: _____

10
11 This document affects the Contract dated _____, between _____
12 _____, (Seller), and _____ (Buyer)
13 relating to the sale and purchase of the Property known as: _____
14 _____ . Terms
15 used herein shall have the same meaning as in the Contract.

16
17 **A. BUYER'S NOTIFICATION OF UNSATISFACTORY PHYSICAL CONDITION.**

18
19 (Buyer to check only one box)

20
21 **1. Notice to Terminate.** Pursuant to § 10.2.1 of the Contract, Buyer notifies Seller
22 that the Contract is terminated because the physical condition of the Property or Inclusions is
23 unsatisfactory to Buyer.

24
25 **2. Notice to Correct.** Pursuant to § 10.2.2 of the Contract, Buyer notifies Seller that
26 Buyer requires Seller, on or before _____, to correct or resolve the following
27 unsatisfactory physical conditions of the Property or Inclusions:

28 _____
29 _____
30 _____
31 _____
32 _____

33
34 If more space is required, attached is _____ additional pages.

35
36 A copy of the inspection report **Is** **Is Not** attached.

37
38 Pursuant to § 10.3 of the Contract, if Buyer and Seller have not agreed in writing to a settlement
39 of the above matters on or before the Inspection Resolution Deadline, the Contract will terminate
40 unless Seller receives written notice from Buyer withdrawing this Notice to Correct no later than
41 one calendar day following the Inspection Resolution Deadline.

42
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44 Date: _____ Date: _____

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47 Buyer Buyer

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

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Date: _____ Date: _____

Seller Seller

B. SELLER'S ALTERNATIVE RESOLUTION:

Date: _____ Date: _____

Seller Seller

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

Date: _____ Date: _____

Buyer Buyer

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

D. BUYER'S WITHDRAWAL OF NOTICE TO CORRECT.

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

Date: _____ Date: _____

Buyer Buyer

Notice of Cancellation NCF34-9-08

1 **The printed portions of this form, except differentiated additions, have been approved by**
2 **the Colorado Real Estate Commission. (NCF34 9-08) (Mandatory 1-09)**

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
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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.**

Notice to Terminate NTT44-9-08

1 The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate
 2 Commission. (NTT44-9-08) (Mandatory 1-09)

3
 4 **THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT**
 5 **LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.**
 6

7 **NOTICE TO TERMINATE**

8
 9 Date: _____
 10 This Notice terminates the Contract dated _____ between
 11 _____ (Seller) and _____ (Buyer)
 12 relating to the sale and purchase of the Property known as:
 13 _____ Terms used
 14 herein shall have the same meaning as in the Contract.
 15
 16

17 **BUYER'S NOTIFICATION OF UNSATISFACTORY CONDITION.**
 18 Buyer notifies Seller that the Contract is terminated (§ 24 Contract) because the following are
 19 unsatisfactory to Buyer:
 20
 21

<input type="checkbox"/> Assumption Balance (§ 4.6)	<input type="checkbox"/> Objection to Title (§ 8.5)
<input type="checkbox"/> New Loan (§ 5.2)	<input type="checkbox"/> Property or Inclusions Inspection. (§ 10.2.1)
<input type="checkbox"/> Appraisal Condition (§ 6.2)	<input type="checkbox"/> Insurability (§ 10.5)
<input type="checkbox"/> CIC Documents (§ 7.4.5)	<input type="checkbox"/> Methamphetamine Laboratory (§ 11)
<input type="checkbox"/> Survey (§ 8.3.2)	<input type="checkbox"/> Casualty Insurance (§ 19.1)
<input type="checkbox"/> Special Taxing Districts (§ 8.4)	
<input type="checkbox"/> Other: _____	

22
 23
 24 **SELLER'S NOTIFICATION OF UNSATISFACTORY CONDITION.**
 25 Seller notifies Buyer that the Contract is terminated (§ 24 Contract) because the following are
 26 unsatisfactory to Seller:
 27

<input type="checkbox"/> Credit Information and Buyer's New Senior Loan (§ 5.3)
<input type="checkbox"/> Release of Liability and Loan Transfer Approval. (§ 5.4)
<input type="checkbox"/> Property Approval (§ 6.1)
<input type="checkbox"/> Other: _____

28
 29 **Terminating Party:** Buyer Seller
 30 Date: _____ Date: _____
 31
 32 _____

Seller Authorization SA20-1-08

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (SA20-2-08) (Mandatory 3-08)

SELLER AUTHORIZATION

Date: _____

Seller: _____

Lien Holder: _____

Property: _____

Loan No.: _____

Seller Consents to Lien Holder's Release of Information. Seller consents that Lien Holder and its representatives may supply and communicate any loan, financial or other information of Seller, confidential or otherwise, with any of the following involved in the transaction and their representatives: Seller's attorney, Broker or Brokerage Firm working with Seller, transaction coordinator, title insurance company, Closing Company, and the following as checked: **Other Lien Creditors** **Broker or Brokerage Firm working with Buyer** **Buyer** **Buyer's attorney.**

Seller

Seller

Note: This Seller Authorization should be submitted to the Lender's Loss Mitigation Department. If the Property is in foreclosure, this form should also be submitted to the Lender's law firm.

SA20-2-08. SELLER AUTHORIZATION

Chapter 28: Commission Approved and Miscellaneous Forms

33 **3. § 4 PURCHASE PRICE AND TERMS.** [Note: This table may be deleted if inapplicable.]

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

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

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

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

5. OTHER CHANGES.

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

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

Date: _____ Date: _____
Buyer's Name: _____ Buyer's Name: _____

Address: _____ Address: _____
Buyer's Signature Buyer's Signature

Phone No.: _____ Phone No.: _____
Fax No.: _____ Fax No.: _____
Email Address: _____ Email Address: _____

58

Date: _____ Date: _____
Seller's Name: _____ Seller's Name: _____

Address: _____ Address: _____
Seller's Signature Seller's Signature

Phone No.: _____ Phone No.: _____
Fax No.: _____ Fax No.: _____
Email Address: _____ Email Address: _____

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

Agreement to Amend/Extend Contract AE41-9-08

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The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (AE41-9-08) (Mandatory 1-09)

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

AGREEMENT TO AMEND/EXTEND CONTRACT

Date: _____

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

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

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

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

Item No.	Reference	Event	Date or Deadline
1	§ 4.2.1	Alternative Earnest Money Deadline	
2	§ 5.1	Loan Application Deadline	
3	§ 5.2	Loan Conditions Deadline	
4	§ 5.3	Buyer's Credit Information Deadline	
5	§ 5.3	Disapproval of Buyer's Credit Information Deadline	
6	§ 5.4	Existing Loan Documents Deadline	
7	§ 5.4	Existing Loan Documents Objection Deadline	
8	§ 5.4	Loan Transfer Approval Deadline	
9	§ 6.2.2	Appraisal Deadline	
10	§ 6.2.2	Appraisal Objection Deadline	
11	§ 7.1	Title Deadline	
12	§ 8.1	Title Objection Deadline	
13	§ 7.3	Survey Deadline	
14	§ 8.3.2	Survey Objection Deadline	
15	§ 7.2	Document Request Deadline	
16	§ 7.4.4	CIC Documents Deadline	
17	§ 7.4.5	CIC Documents Objection Deadline	
18	§ 8.2	Off-Record Matters Deadline	
19	§ 8.2	Off-Record Matters Objection Deadline	
20	§ 8.6	Right of First Refusal Deadline	
21	§ 10.1	Seller's Property Disclosure Deadline	
22	§ 10.2	Inspection Objection Deadline	
23	§ 10.3	Inspection Resolution Deadline	
24	§ 10.5	Property Insurance Objection Deadline	
25	§ 12	Closing Date	
26	§ 17	Possession Date	
27	§ 17	Possession Time	

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

4. Additional amendments:

Chapter 28: Commission Approved and Miscellaneous Forms

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

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

Date: _____ Date: _____
Buyer's Name: _____ Buyer's Name: _____

Buyer's Signature Buyer's Signature

Date: _____ Date: _____
Seller's Name: _____ Seller's Name: _____

Seller's Signature Seller's Signature

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:

Chapter 28: Commission Approved and Miscellaneous Forms

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 CL8-9-08

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (CL8-9-08) (Mandatory 1-09)

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

CLOSING INSTRUCTIONS

1. PARTIES, PROPERTY. _____ Date: _____
Buyer, engage _____, Closing Company, who agrees to provide closing and settlement services in connection with the Closing of the transaction for the sale and purchase of the Property known as No. _____

Street Address City State Zip
and more fully described in the Contract to Buy and Sell Real Estate, dated _____, including any counterproposals and amendments (Contract).

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.

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

4. 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 §§ 8 and 9.

5. 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 can assure that payoff of loans and other disbursements will actually be made.

6. 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.

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

8. 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.

9. EARNEST MONEY DISPUTE. Except as otherwise provided herein, Earnest Money Holder 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 (notwithstanding any termination of the Contract), Earnest Money Holder shall not be required to take any action. Earnest Money Holder, at its option and sole discretion, may (1) await any proceeding, (2) interplead all parties and deposit Earnest Money into a court of competent jurisdiction and shall recover court costs and reasonable attorney and legal fees, or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder shall be authorized to return the Earnest Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit, and has not interplead the monies at the time of any Order, Earnest Money Holder shall disburse the Earnest Money pursuant to the Order of the Court.

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

11. CHANGE IN OWNERSHIP OF WATER WELL. Within sixty days after Closing, Closing Company shall submit any required Change in Ownership form or registration of existing well form to the Division of Water Resources in the Department of Natural Resources (Division), with as much information as is available, and the Division shall be responsible for obtaining the necessary well registration information directly from Buyer. Closing Company shall not be liable for delaying Closing to ensure Buyer completes any required form.

12. 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.

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

14. COUNTERPARTS. This document may be executed by each party, separately, and when each party has executed a copy, such copies taken together shall be deemed to be a full and complete contract between the parties.

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

16. NOTICE, DELIVERY AND CHOICE OF LAW.
16.1. Physical Delivery. Except as provided in § 16.2, all notices must be in writing. Any notice or document to Buyer shall be effective when physically received by Buyer, any individual buyer, any representative of Buyer, or Brokerage Firm of Broker working with Buyer. Any notice or document to Seller shall be effective when physically received by Seller, any individual seller, any representative of Seller, or Brokerage Firm of Broker working with Seller. Any notice or document to Closing Company shall be effective when physically received by Closing Company, any individual of Closing Company, or any representative of Closing Company.

16.2. Electronic Delivery. As an alternative to physical delivery, any signed documents and written notice may be delivered in electronic form by the following indicated methods only: Facsimile Email Internet No Electronic Delivery. Documents