

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(MHC1-6-23) (Mandatory 1-24)

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

WARNING: This form may not be appropriate for a seller (or a broker) required to register with the Division of Housing for the sale of manufactured homes pursuant to § 24-32-3323, C.R.S. as the contract must contain specific disclosures and are subject to additional restrictions and obligations.

MANUFACTURED HOME CONTRACT TO BUY AND SELL (Lot Lease Only)

Date: _____

AGREEMENT

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

2. PARTIES AND PROPERTY.

2.1. Buyer. _____ (Buyer) will take title to the Home described below as **Joint Tenants** **Tenants In Common** **Other** _____.

2.2. No Assignability. This Contract **IS NOT** assignable by Buyer unless otherwise specified in **Additional Provisions**.

2.3. Seller. _____ (Seller) is the current owner of the Home described below.

2.4. Home and Lot. The Home and Lot are described as follows:

2.4.1. Home. The manufactured home (Home also known as Property) located on the Lot described below is further described as:

Manufacturer	
Model	
Serial No.	
Size	
Year	
Certificate No.	
Manufacturer Tag No.	
VIN No.	

2.4.2. Lot. The Home is located on the below lot (Lot) located in the County of _____, Colorado:

Space No.	
Mobile Home Park	

known as No. _____, _____
Street Address City State Zip

37 **2.5. Inclusions.** The Purchase Price includes the following items (Inclusions):

38 **2.5.1. Inclusions – Attached.** If attached to the Home on the date of this Contract, the following items are included
39 unless excluded under **Exclusions:** lighting, heating, plumbing, ventilating and air conditioning units, TV antennas, inside telephone,
40 network and coaxial (cable) wiring and connecting blocks/jacks, mirrors, floor coverings, intercom systems, built-in kitchen
41 appliances, and built-in vacuum systems (including accessories). If checked, the following are owned by the Seller and included
42 (leased items should be listed under § 2.5.6 (Leased Items): **None** **Solar Panels** **Water Softeners** **Security Systems**
43 **Satellite Systems** (including satellite dishes). If any additional items are attached to the Home after the date of this Contract,
44 such additional items are also included in the Purchase Price.

45 **2.5.2. Inclusions – Not Attached.** If on the Lot on the date of this Contract, the following items are included unless
46 excluded under § 2.6 (Exclusions): skirting, wheels, tongue, access equipment (e.g. ramp, deck, stairs, etc.), storm windows, storm
47 doors, window and porch shades, awnings, blinds, screens, window coverings and treatments, curtain rods, drapery rods, fireplace
48 inserts, fireplace screens, fireplace grates, heating stoves, storage sheds, carbon monoxide alarms, smoke/fire detectors and all keys.

49 **2.5.3. Encumbered Inclusions.** Any Inclusions owned by Seller (e.g., owned solar panels) must be conveyed at
50 Closing by Seller free and clear of all taxes (except personal property and general real estate taxes for the year of Closing), liens and
51 encumbrances, except:

52
53
54 **2.5.4. Other Inclusions.** The following items are also included in the Purchase Price:

55
56
57
58
59 **2.5.5. Inclusion Conveyance.** Conveyance of all Inclusions will be by bill of sale or other applicable legal
60 instrument.

61
62 **2.5.6. Leased Items.** The following personal property is currently leased to Seller which will be transferred to Buyer
63 at Closing (Leased Items):

64
65
66
67
68 **2.6. Exclusions.** The following items are excluded (Exclusions):

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70
71
72 **2.7. Lot Lease.** The Seller is a tenant under a lease for the Lot (Lot Lease).

73 **2.7.1. Lot Lease Delivery.** Seller agrees to deliver a copy of the Lot Lease to Buyer on or before **Lease Delivery**
74 **Deadline.**

75 **2.7.2. Lot Owner Approval.** This Contract is conditional upon Buyer receiving the Lot Owner's approval of (1)
76 the Buyer and (2) the Home, in writing, and (3) an assignment of the Lease to Buyer or copy of any proposed new lease for the Lot
77 with Buyer (Lot Owner Approval) on or before **Lot Owner Approval Deadline.**

78 **2.7.3. Lot Owner Approval Fee.** Any fee charged by the Lot Owner for the Lot Owner Approval will be paid by
79 Buyer Seller ½ by Buyer and ½ by Seller None.

80 **2.7.4. Conditional on Buyer's Review.** Buyer has the right to review the Lot Lease and the Lot Owner Approval.
81 Buyer has the Right to Terminate under § 21.1, on or before **Lease Review Termination Deadline**, based on any unsatisfactory
82 provision in either the Lot Lease or the Lot Owner Approval, in Buyer's sole subjective discretion. Should Buyer receive either the
83 Lot Lease or the Lot Owner Approval after the respective deadlines above, Buyer, at Buyer's option, has the Right to Terminate
84 under § 21.1 by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's receipt of the Lot Lease or Lot
85 Owner Approval. If Buyer does not receive the Lot Lease or Lot Owner Approval, or if Buyer's Notice to Terminate would otherwise
86 be required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing.
87 If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the Lot Lease and Lot Owner Approval as
88 satisfactory and Buyer waives any Right to Terminate under this provision.

89 **3. DATES, DEADLINES AND APPLICABILITY.**

90 **3.1. Dates and Deadlines.**

Item No.	Reference	Event	Date or Deadline
1	§ 3	Time of Day Deadline	
2	§ 4	Alternative Earnest Money Deadline	

		Liens and Title	
3	§ 7	UCC and Certificate of Title Deadline	
4	§ 7	UCC and Certificate of Title Objection Deadline	
5	§ 7	UCC and Certificate of Title Resolution Deadline	
		Lot Lease Lot Owner	
6	§ 2	Lease Delivery Deadline	
7	§ 2	Lot Owner Approval Deadline	
8	§ 2	Lease Review Termination Deadline	
		Seller's Disclosures	
9	§ 8	Seller's Property Disclosure Deadline	
10	§ 8	Lead-Based Paint Disclosure Deadline	
		Loan and Credit	
11	§ 5	New Loan Application Deadline	
12	§ 5	New Loan Terms Deadline	
13	§ 5	New Loan Availability Deadline	
14	§ 4	Seller or Private Financing Deadline	
		Appraisal	
15	§ 6	Appraisal Deadline	
16	§ 6	Appraisal Objection Deadline	
17	§ 6	Appraisal Resolution Deadline	
		Inspection and Due Diligence	
18	§ 8	Inspection Objection Deadline	
19	§ 8	Inspection Termination Deadline	
20	§ 8	Inspection Resolution Deadline	
21	§ 8	Home Insurance Termination Deadline	
22	§ 8	Due Diligence Documents Delivery Deadline	
23	§ 8	Due Diligence Documents Objection Deadline	
24	§ 8	Due Diligence Documents Resolution Deadline	
25	§ 8	Conditional Sale Deadline	
26	§ 8	Lead-Based Paint Termination Deadline	
		Closing and Possession	
27	§ 9	Closing Date	
28	§ 14	Possession Date	
29	§ 14	Possession Time	
30	§ 24	Acceptance Deadline Date	
31	§ 24	Acceptance Deadline Time	

91 **3.2. Applicability of Terms.** If any deadline blank in § 3.1 (Dates and Deadlines) is left blank or completed with “N/A”,
92 or the word “Deleted,” such deadline is not applicable and the corresponding provision containing the deadline is deleted. Any box
93 checked in this Contract means the corresponding provision applies. If no box is checked in a provision that contains a selection of
94 “None”, such provision means that “None” applies.

95 The abbreviation “MEC” (mutual execution of this Contract) means the date upon which both parties have signed this Contract. The
96 abbreviation “N/A” as used in this Contract means not applicable.

97 **3.3. Day; Computation of Period of Days; Deadlines.**

98 **3.3.1. Day.** As used in this Contract, the term “day” means the entire day ending at 11:59 p.m., United States
99 Mountain Time (Standard or Daylight Savings, as applicable). Except however, if a **Time of Day Deadline** is specified in § 3.1
100 (Dates and Deadlines), all Objection Deadlines, Resolution Deadlines and Termination Deadlines will end on the specified deadline
101 date at the time of day specified in the **Time of Day Deadline**, United States Mountain Time. If **Time of Day Deadline** is left blank
102 or “N/A” the deadlines will expire at 11:59 p.m., United States Mountain Time.

103 **3.3.2. Computation of Period of Days.** In computing a period of days (e.g., three days after MEC), when the
104 ending date is not specified, the first day is excluded and the last day is included.

105 **3.3.3. Deadlines.** If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such
 106 deadline Will Will Not be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be checked,
 107 the deadline will not be extended.
 108

109 **4. PURCHASE PRICE AND TERMS.**

110 **4.1. Price and Terms.** The Purchase Price set forth below is payable in U.S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount	Amount
1	§ 4.1	Purchase Price	\$	
2	§ 4.3	Earnest Money		\$
3	§ 4.5	New Loan		\$
4	§ 4.6	Private Financing		\$
5	§ 4.6	Seller Financing		\$
6				
7				
8	§ 4.4	Cash at Closing		\$
9		TOTAL	\$	\$

111 **4.2. Seller Concession.** At Closing, Seller will credit to Buyer \$_____ (Seller Concession). The Seller
 112 Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer's lender
 113 and is included in the Settlement Statement at Closing. Seller Concession is in addition to any sum Seller has agreed to pay or credit
 114 Buyer elsewhere in this Contract.

115 **4.3. Earnest Money.** The Earnest Money set forth in this Section, in the form of a _____, will be
 116 payable to and held by _____ (Earnest Money Holder), in its trust account, on behalf of
 117 both Seller and Buyer. The Earnest Money deposit must be tendered by Buyer with this Contract unless the parties mutually agree
 118 to an **Alternative Earnest Money Deadline** for its payment. The parties authorize delivery of the Earnest Money deposit to the
 119 company conducting the Closing (Closing Agent), if any, at or before Closing. In the event Earnest Money Holder has agreed to
 120 have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado
 121 residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest
 122 Money Holder in this transaction will be transferred to such fund.

123 **4.3.1. Alternative Earnest Money Deadline.** The deadline for delivering the Earnest Money, if other than at the
 124 time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.

125 **4.3.2. Return of Earnest Money.** If Buyer has a Right to Terminate and timely terminates, Buyer is entitled to the
 126 return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 21 and, except as provided in
 127 § 20 (Earnest Money Dispute), if the Earnest Money has not already been returned following receipt of a Notice to Terminate, Seller
 128 agrees to execute and return to Buyer or Broker working with Buyer written mutual instructions (e.g., Earnest Money Release form)
 129 within three days of Seller's receipt of such form. If Seller is entitled to the Earnest Money, and, except as provided in § 20 (Earnest
 130 Money Dispute), if the Earnest Money has not already been paid to Seller, following receipt of an Earnest Money Release form,
 131 Buyer agrees to execute and return to Seller or Broker working with Seller, written mutual instructions (e.g., Earnest Money Release
 132 form), within three days of Buyer's receipt.

133 **4.3.2.1. Seller Failure to Timely Return Earnest Money.** If Seller fails to timely execute and return the
 134 Earnest Money Release Form, or other written mutual instructions, Seller is in default and liable to Buyer as set forth in "**If Seller
 135 is in Default**", § 17.2 and § 18, unless Seller is entitled to the Earnest Money due to a Buyer default.

136 **4.3.2.2. Buyer Failure to Timely Release Earnest Money.** If Buyer fails to timely execute and return the
 137 Earnest Money Release Form, or other written mutual instructions, Buyer is in default and liable to Seller as set forth in "**If Buyer
 138 is in Default**", § 17.1 and § 18, unless Buyer is entitled to the Earnest Money due to a Seller Default.

139 **4.4. Form of Funds; Time of Payment; Available Funds.**

140 **4.4.1. Good Funds.** All amounts payable by the parties at Closing including any loan proceeds, Cash at Closing
 141 and closing costs must be in funds that comply with all applicable Colorado laws including electronic transfer funds, certified check,
 142 savings and loan teller's check and cashier's check (Good Funds).

143 **4.4.2. Time of Payment; Available Funds.** All funds including the Purchase Price to be paid by Buyer must be
 144 paid before or at Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Agent at Closing
 145 **OR SUCH NONPAYING PARTY WILL BE IN DEFAULT.** Buyer represents that Buyer, as of the date of this Contract, **Does**
 146 **Does Not** have funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at Closing
 147 in § 4.1.

148 **4.5. New Loan.**

149 **4.5.1. Buyer to Pay Loan Costs.** Buyer, except as otherwise permitted in § 4.2 (Seller Concession), if applicable,
 150 must timely pay Buyer's loan costs, loan discount points, prepaid items and loan origination fees as required by lender.

151 **4.5.2. Buyer May Select Financing.** Buyer may pay in cash or select financing appropriate and acceptable to
152 Buyer, including a different loan than initially sought, so long as there is no additional cost to the Seller. Buyer will be applying
153 for the following type of loan: _____
154 _____.

155 **4.6. Seller or Private Financing.**

156 **WARNING:** Contract provisions on financing and financing documents should be prepared by a licensed Colorado attorney.
157 Brokers should not prepare or advise the parties on the specifics of financing.

158 **4.6.1. Seller Financing.** If Buyer is to pay all or any portion of the Purchase Price with Seller financing, Buyer
159 Seller will deliver the proposed Seller financing documents to the other party on or before _____ days before **Seller or**
160 **Private Financing Deadline.**

161 **4.6.1.1. Seller May Terminate.** If Seller is to provide Seller financing, this Contract is conditional upon
162 Seller determining whether such financing is satisfactory to the Seller, including its payments, interest rate, terms, conditions, cost
163 and compliance with the law. Seller has the Right to Terminate under § 21.1, on or before **Seller or Private Financing Deadline**, if
164 such Seller financing is not satisfactory to Seller in Seller's sole subjective discretion.

165 **4.6.2. Buyer May Terminate.** If Buyer is to pay all or any portion of the Purchase Price with Seller or private
166 financing, this Contract is conditional upon Buyer determining whether such financing is satisfactory to Buyer, including its
167 availability, payments, interest rate, terms, conditions and cost. Buyer has the Right to Terminate under § 21.1, on or before **Seller**
168 **or Private Financing Deadline**, if such Seller or private financing is not satisfactory to Buyer in Buyer's sole subjective discretion.

169

TRANSACTION PROVISIONS

170 **5. FINANCING CONDITIONS AND OBLIGATIONS.**

171 **5.1. New Loan Application.** If Buyer is to pay all or part of the Purchase Price by obtaining one or more new loans (New
172 Loan), Buyer, if required by such lender, must make an application verifiable by such lender on or before **New Loan Application**
173 **Deadline** and exercise reasonable efforts to obtain such loan or approval.

174 **5.2. New Loan Terms; New Loan Availability.**

175 **5.2.1. New Loan Terms.** If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is
176 conditional upon Buyer determining, in Buyer's sole subjective discretion, whether the proposed New Loan's payments, interest
177 rate, conditions and costs or any other loan terms (New Loan Terms) are satisfactory to Buyer. This condition is for the sole benefit
178 of Buyer. Buyer has the Right to Terminate under § 21.1, on or before **New Loan Terms Deadline**, if the New Loan Terms are not
179 satisfactory to Buyer, in Buyer's sole subjective discretion.

180 **5.2.2. New Loan Availability.** If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is
181 conditional upon Buyer's satisfaction with the availability of the New Loan based on the lender's review and underwriting of Buyer's
182 New Loan Application (New Loan Availability). Buyer has the Right to Terminate under § 21.1, on or before the **New Loan**
183 **Availability Deadline** if the New Loan Availability is not satisfactory to Buyer. Buyer does not have a Right to Terminate based on the
184 New Loan Availability if the termination is based on the New Loan Terms, Appraised Value (§ 6.1 below), the Lender Requirements
185 (§ 6.3 below), Insurability (§ 8.5 below) or the Conditional Upon Sale of Property (§ 8.7 below). **IF SELLER IS NOT IN DEFAULT**
186 **AND DOES NOT TIMELY RECEIVE BUYER'S WRITTEN NOTICE TO TERMINATE, BUYER'S EARNEST MONEY**
187 **WILL BE NONREFUNDABLE**, except as otherwise provided in this Contract (e.g., Appraisal, Title, Survey).
188

189

190 **6. APPRAISAL PROVISIONS.**

191 **6.1. Appraisal Definition.** An "Appraisal" is an opinion of value prepared by a licensed or certified appraiser, engaged on
192 behalf of Buyer or Buyer's lender, to determine the Home's market value (Appraised Value). The Appraisal may also set forth
193 certain lender requirements, replacements, removals or repairs necessary on or to the Home as a condition for the Home to be valued
194 at the Appraised Value.

195 **6.2. Appraisal Condition.** Buyer has the right to obtain an Appraisal. If the Appraised Value is less than the Purchase
196 Price or if the Appraisal is not received by Buyer on or before **Appraisal Deadline**, Buyer may, on or before **Appraisal Objection**
197 **Deadline**:

198 **6.2.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 21.1, that this Contract is terminated; or

199 **6.2.2. Appraisal Objection.** Deliver to Seller a written objection accompanied by either a copy of the Appraisal or
200 written notice from lender that confirms the Appraised Value is less than the Purchase Price (Lender Verification).

201 **6.2.3. Appraisal Resolution.** If an Appraisal Objection is received by Seller, on or before **Appraisal Objection**
202 **Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Appraisal Resolution Deadline**,
203 this Contract will terminate on the **Appraisal Resolution Deadline** unless Seller receives Buyer's written withdrawal of the
204 Appraisal Objection before such termination, i.e., on or before expiration of **Appraisal Resolution Deadline**.

205 **6.3. Lender Home Requirements.** If the lender imposes any written requirements, replacements, removals or repairs
206 including any specified in the Appraisal (Lender Requirements) to be made to the Home (e.g., roof repair, repainting), beyond those

207 matters already agreed to by Seller in this Contract, this Contract terminates on the earlier of three days following Seller's receipt of
208 the Lender Requirements, or Closing, unless prior to termination: (1) the parties enter into a written agreement to satisfy the Lender
209 Requirements; (2) the Lender Requirements have been completed; or (3) the satisfaction of the Lender Requirements is waived in
210 writing by Buyer.

211 **6.4. Cost of Appraisal.** Cost of the Appraisal to be obtained after the date of this Contract must be timely paid by Buyer
212 Seller. The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal management company, lender's
213 agent or all three.
214

215 7. UCC SEARCH AND TITLE TO HOME.

216 **7.1. Title to Home.** Seller agrees to deliver to Buyer on or before five (5) days before the **UCC and Certificate of Title**
217 **Deadline** a true copy of the Certificate of Title for the Home showing the Seller as the owner of the Home or other written evidence
218 of title to the Home. Buyer, at Buyer's sole cost, is advised to have the Certificate of Title for the Home examined.

219 **7.2. Liens, Title, Resolution.** Buyer has the right to obtain a UCC Search on or before **UCC and Certificate of Title**
220 **Deadline** to confirm whether there are any liens against the Home or Inclusions not identified in the Contract or on the Certificate
221 of Title to the Home. Buyer, in Buyer's sole subjective discretion, may object to any liens or title matters against the Home which
222 were not agreed to be released on or before Closing as set forth in this Contract. If Buyer objects to any title matter, on or before
223 the applicable deadline, Buyer has the following options:

224 **7.2.1. Lien Objection, Title Objection, Resolution.** Buyer may send Buyer's written notice objecting to: 1) any
225 liens against the Home which were not agreed to be released on or before Closing as set forth in this Contract, or 2) title matters on
226 or before **UCC and Certificate of Title Objection Deadline**; or

227 **7.2.2. Title Objection, Right to Terminate.** Buyer may exercise the Right to Terminate under § 21.1, on or
228 before **UCC and Certificate of Title Objection Deadline** based on any such lien or title matter unsatisfactory to Buyer in Buyer's
229 sole subjective discretion.

230 **7.2.3. Lien and Title Resolution.** If Seller receives Buyer's written notice objecting to any lien or title matter on
231 or before **UCC and Certificate of Title Objection Deadline** and if Buyer and Seller have not agreed to a written settlement thereof
232 on or before **UCC and Certificate of Title Resolution Deadline**, this Contract will terminate on the expiration of **UCC and**
233 **Certificate of Title Resolution Deadline** unless Seller receives Buyer's written withdrawal of Buyer's objection notice (i.e., Buyer's
234 written notice to waive objection to such items and waives the Right to Terminate for that reason) on or before expiration of **UCC**
235 **and Certificate of Title Resolution Deadline**.

236

DISCLOSURE, INSPECTION AND DUE DILIGENCE

237 8. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY, DUE DILIGENCE AND SOURCE OF 238 WATER.

239 **8.1. Seller's Property Disclosure.** On or before **Seller's Property Disclosure Deadline**, Seller agrees to deliver to Buyer,
240 the most current version of the Seller's Property Disclosure (Residential) form completed by Seller to Seller's actual knowledge and
241 current as of the date of this Contract regarding the Home, Lot, Inclusions and Leased Items. In the event of a conflict between this
242 Contract and the Seller's Property Disclosure (Residential), the terms of this Contract will control.

243 **8.2. Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition.** Seller must disclose to Buyer
244 any adverse material facts actually known by Seller as of the date of this Contract. Seller agrees that disclosure of adverse material
245 facts will be in writing. In the event Seller discovers an adverse material fact after the date of this Contract, Seller must timely
246 disclose such adverse fact to Buyer. Buyer has the Right to Terminate based on the Seller's new disclosure on the earlier of Closing
247 or five days after Buyer's receipt of the new disclosure. Except as otherwise provided in this Contract, Buyer acknowledges that
248 Seller is conveying the Home and Inclusions to Buyer in an "As Is" condition, "Where Is" and "With All Faults."

249 **8.3. Inspection.** Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections
250 (by one or more third parties, personally or both) of the Home, Lot, Inclusions and Leased Items (Inspection) at Buyer's expense. If
251 (1) the physical condition of the Inclusions, Leased Items and Home, including, but not limited to, the roof, walls, structural integrity
252 of the Home, the electrical, plumbing, HVAC and other mechanical systems of the Home, (2) the physical condition of the Lot, (3)
253 service to the Home (including utilities and communication services), systems and components of the Home (e.g., heating and
254 plumbing), (4) any proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or noise
255 (whether on or off the Lot) and its effect or expected effect on the Lot or Home or its occupants is unsatisfactory in Buyer's sole
256 subjective discretion, Buyer may:

257 **8.3.1. Inspection Termination.** On or before the **Inspection Termination Deadline**, notify Seller in writing,
258 pursuant to § 21.1, that this Contract is terminated due to any unsatisfactory condition, provided the Buyer did not previously deliver
259 an Inspection Objection. Buyer's Right to Terminate under this provision expires upon delivery of an Inspection Objection to Seller
260 pursuant to § 8.3.2; or

261 **8.3.2. Inspection Objection.** On or before the **Inspection Objection Deadline**, deliver to Seller a written
262 description of any unsatisfactory condition that Buyer requires Seller to correct.

263 **8.3.3. Inspection Resolution.** If an Inspection Objection is received by Seller, on or before **Inspection Objection**
264 **Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Inspection Resolution Deadline**,
265 this Contract will terminate on **Inspection Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Inspection
266 Objection before such termination, i.e., on or before expiration of **Inspection Resolution Deadline**. Nothing in this provision
267 prohibits the Buyer and the Seller from mutually terminating this Contract before the Inspection Resolution Deadline passes by
268 executing an Earnest Money Release.

269 **8.4. Damage, Liens and Indemnity.** Buyer, except as otherwise provided in this Contract or other written agreement
270 between the parties, is responsible for payment for all inspections, tests, engineering reports, or other reports performed at Buyer's
271 request (Work) and must pay for any damage that occurs to the Home, Lot and Inclusions as a result of such Work. Buyer must not
272 permit claims or liens of any kind against the Home or Lot for Work performed on the Lot or Home. Buyer agrees to indemnify,
273 protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such
274 Work, claim or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against any
275 such liability, damage, cost or expense, or to enforce this Section, including Seller's reasonable attorney fees, legal fees and expenses.
276 The provisions of this Section survive the termination of this Contract. This § 8.4 does not apply to items performed pursuant to an
277 Inspection Resolution.

278 **8.5. Insurability.** Buyer has the Right to Terminate under § 21.1 on or before **Home Insurance Termination Deadline**,
279 based on any unsatisfactory provision of the availability, terms, and conditions for insurance (Home Insurance), for the Home in
280 Buyer's sole subjective discretion.

281 **8.6. Due Diligence.**

282 **8.6.1. Due Diligence Documents.** If the respective box is checked, Seller agrees to deliver copies of the following
283 documents and information pertaining to the Home, Lot and Leased Items (Due Diligence Documents) to Buyer on or before **Due**
284 **Diligence Documents Delivery Deadline**:

285 **8.6.1.1. Occupancy Agreements.** All current leases, including any amendments or other occupancy
286 agreements, pertaining to the Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing
287 are as follows (Leases):
288

289
290
291 **8.6.1.2. Leased Items Documents.** If any lease of personal property (§ 2.5.5, Leased Items) will be
292 transferred to Buyer at Closing, Seller agrees to deliver copies of the leases and information pertaining to the personal property to
293 Buyer on or before **Due Diligence Documents Delivery Deadline**. Buyer **Will** **Will Not** assume the Seller's obligations
294 under such leases for the Leased Items (§ 2.5.6, Leased Items).

295 **8.6.1.3. Encumbered Inclusions Documents.** If any Inclusions owned by Seller are encumbered
296 pursuant to § 2.5.3 (Encumbered Inclusions) above, Seller agrees to deliver copies of the evidence of debt, security and any other
297 documents creating the encumbrance to Buyer on or before **Due Diligence Documents Delivery Deadline**. Buyer **Will** **Will**
298 **Not** assume the debt on the Encumbered Inclusions (§ 2.5.3, Encumbered Inclusions).

299 **8.6.1.4. Other Documents.** Other documents and information:
300

301
302
303
304 **8.6.2. Due Diligence Documents Review and Objection.** Buyer has the right to review and object to Due Diligence
305 Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory in Buyer's sole subjective discretion,
306 Buyer may, on or before **Due Diligence Documents Objection Deadline**:

307 **8.6.2.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 21.1, that this Contract is terminated;
308 or

309 **8.6.2.2. Due Diligence Documents Objection.** Deliver to Seller a written description of any
310 unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

311 **8.6.2.3. Due Diligence Documents Resolution.** If a Due Diligence Documents Objection is received by
312 Seller on or before **Due Diligence Documents Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement
313 thereof on or before **Due Diligence Documents Resolution Deadline**, this Contract will terminate on **Due Diligence Documents**
314 **Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Due Diligence Documents Objection before such
315 termination, i.e., on or before expiration of **Due Diligence Documents Resolution Deadline**.

316 **8.7. Conditional Upon Sale.** This Contract is conditional upon the sale and closing of that certain property or
317 manufactured home, owned by Buyer and commonly known as _____ . Buyer has
318 the Right to Terminate under § 21.1 effective upon Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale**
319 **Deadline** if such property or home is not sold and closed by such deadline. This Section is for the sole benefit of Buyer. If Seller

320 does not receive Buyer's Notice to Terminate on or before **Conditional Sale Deadline**, Buyer waives any Right to Terminate under
321 this provision.

322 **8.8. Source of Potable Water (Residential Land and Residential Improvements Only).** Buyer Does Does Not
323 acknowledge receipt of a copy of Seller's Property Disclosure or Source of Water Addendum disclosing the source of potable water for
324 the Home.

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

328 **8.9. Lead-Based Paint.**

329 **8.9.1. Lead-Based Paint Disclosure.** Unless exempt, if the Home was constructed or a building permit was
330 issued prior to January 1, 1978, for the benefit of Buyer, Seller and all required real estate licensees must sign and deliver to Buyer
331 a completed Lead-Based Paint Disclosure (Sales) form on or before the **Lead-Based Paint Disclosure Deadline**. If Buyer does not
332 timely receive the Lead-Based Paint Disclosure, Buyer may waive the failure to timely receive the Lead-Based Paint Disclosure or
333 Buyer may exercise Buyer's Right to Terminate under § 21.1 by Seller's receipt of Buyer's Notice to Terminate on or before the
334 expiration of the **Lead-Based Paint Termination Deadline**.

335 **8.9.2. Lead-Based Paint Assessment.** If Buyer elects to conduct or obtain a risk assessment or inspection of the
336 Home for the presence of Lead-Based Paint or Lead-Based Paint hazards, Buyer has a Right to Terminate under § 21.1 by Seller's
337 receipt of Buyer's Notice to Terminate on or before the expiration of the **Lead-Based Paint Termination Deadline**. Buyer may
338 elect to waive Buyer's right to conduct or obtain a risk assessment or inspection of the Home for the presence of Lead-Based Paint
339 or Lead-Based Paint hazards. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the condition
340 of the Home relative to any Lead-Based Paint as satisfactory and Buyer waives any Right to Terminate under this provision.

341 **8.10. Carbon Monoxide Alarms. Note:** If the Home has a fuel-fired heater or appliance, a fireplace, or an attached garage
342 and includes one or more rooms lawfully used for sleeping purposes (Bedroom), the parties acknowledge that Colorado law requires
343 that Seller assure the Home has an operational carbon monoxide alarm installed within fifteen feet of the entrance to each Bedroom
344 or in a location as required by the applicable building code.

345 **8.11. Methamphetamine Disclosure.** If Seller knows that methamphetamine was ever manufactured, processed, cooked,
346 disposed of, used or stored at the Home or Lot, Seller is required to disclose such fact. No disclosure is required if the Home and Lot
347 were remediated in accordance with state standards and other requirements are fulfilled pursuant to § 25-18.5-102, C.R.S. Buyer
348 further acknowledges that Buyer has the right to engage a certified hygienist or industrial hygienist to test whether the Home or Lot
349 has ever been used as a methamphetamine laboratory. Buyer has the Right to Terminate under § 21.1, upon Seller's receipt of Buyer's
350 written Notice to Terminate, notwithstanding any other provision of this Contract, based on Buyer's test results that indicate the
351 Home or Lot has been contaminated with methamphetamine but has not been remediated to meet the standards established by rules
352 of the State Board of Health promulgated pursuant to § 25-18.5-102, C.R.S., Buyer must promptly give written notice to Seller of
353 the results of the test.

354 **8.12. Radon Disclosure. THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT**
355 **STRONGLY RECOMMENDS THAT ALL HOME BUYERS HAVE AN INDOOR RADON TEST PERFORMED**
356 **BEFORE PURCHASING RESIDENTIAL REAL PROPERTY AND RECOMMENDS HAVING THE RADON LEVELS**
357 **MITIGATED IF ELEVATED RADON CONCENTRATIONS ARE FOUND. ELEVATED RADON CONCENTRATIONS**
358 **CAN BE REDUCED BY A RADON MITIGATION PROFESSIONAL.**

359 **RESIDENTIAL REAL PROPERTY MAY PRESENT EXPOSURE TO DANGEROUS LEVELS OF INDOOR RADON**
360 **GAS THAT MAY PLACE THE OCCUPANTS AT RISK OF DEVELOPING RADON-INDUCED LUNG CANCER.**
361 **RADON, A CLASS A HUMAN CARCINOGEN, IS THE LEADING CAUSE OF LUNG CANCER IN NONSMOKERS**
362 **AND THE SECOND LEADING CAUSE OF LUNG CANCER OVERALL. THE SELLER OF RESIDENTIAL REAL**
363 **PROPERTY IS REQUIRED TO PROVIDE THE BUYER WITH ANY KNOWN INFORMATION ON RADON TEST**
364 **RESULTS OF THE RESIDENTIAL REAL PROPERTY.**

365 **AN ELECTRONIC COPY OF THE MOST RECENT BROCHURE PUBLISHED BY THE DEPARTMENT OF**
366 **PUBLIC HEALTH AND ENVIRONMENT IN ACCORDANCE WITH C.R.S. §25-11-114(2)(A) THAT PROVIDES**
367 **ADVICE ABOUT "RADON AND REAL ESTATE TRANSACTIONS IN COLORADO" IS AVAILABLE AT:**
368 **<HTTPS://CDPHE.COLORADO.GOV/RADON-AND-REAL-ESTATE>.**

369

CLOSING PROVISIONS

370 **9. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.**

371 **9.1. Closing.** Closing will be on the date specified as the **Closing Date** or by mutual agreement at an earlier date. The
372 hour and place of Closing will be as designated by _____. The Closing will be
373 conducted by _____ (Closing Agent). Buyer and Seller are advised to obtain a written Closing Agreement,
374 consistent with this Contract, with Closing Agent at or before Closing.

375 **9.2. Closing Documents and Closing Information.** Seller and Buyer will cooperate with the Closing Agent to enable
376 the Closing Agent to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If Buyer is
377 obtaining a loan to purchase the Home, Buyer acknowledges Buyer's lender is required to provide the Closing Agent, in a timely
378 manner, all required loan documents and financial information concerning Buyer's loan. Buyer and Seller will furnish any
379 additional information and documents required by Closing Agent that will be necessary to complete this transaction. Buyer and
380 Seller will sign and complete all customary or reasonably required documents at or before Closing.

381 **9.3. Disclosure of Settlement Costs.** Buyer and Seller acknowledge that costs, quality and extent of service vary
382 between different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

383 **9.4. Assignment of Leases.** Seller must assign to Buyer all Leases at Closing that will continue after Closing and Buyer
384 must assume Seller's obligations under such Leases. Further, Seller must transfer to Buyer all Leased Items and assign to Buyer
385 such leases for the Leased Items accepted by Buyer pursuant to § 2.5.6 (Leased Items).

386 **10. TRANSFER OF TITLE.** Subject to Buyer's compliance with the terms and provisions of this Contract, including the tender
387 of any payment due, Seller must execute and deliver to Buyer a good and sufficient Certificate of Title to the Home or other title
388 documents accepted in writing by Buyer sufficient to transfer title to the Home to Buyer (Closing). Following Closing, Buyer must
389 submit an Authentication of Paid Ad Valorem Taxes along with the executed Certificate of Title to the Department of Revenue for
390 issuance of a new Certificate of Title to Buyer.

391 **11. PAYMENT OF LIENS AND ENCUMBRANCES.** Unless agreed to by Buyer in writing, any amounts owed on any liens
392 or encumbrances against the Home securing a monetary sum against the Home and Inclusions, including any governmental liens,
393 whether assessed or not and previous years' taxes, will be paid at or before Closing debited to Seller, whether from the proceeds of
394 this transaction, or from any other source.

395 **12. CLOSING COSTS, CLOSING FEE AND TAXES; ASSIGNMENT OF LEASES.**

396 **12.1. Closing Costs.** Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required
397 to be paid at Closing except as otherwise provided herein. However, if Buyer's loan prohibits Buyer from paying for any of the fees
398 contained in this Section, the fees will be paid for by Seller.

399 **12.2. Closing Services Fee.** The fee for closing services to transfer the Home and Inclusions to Buyer must be paid at
400 Closing by: Buyer Seller One-Half by Buyer and One-Half by Seller Other _____.

401 **12.3. Lot Lease Status Letter.** At least fourteen days prior to **Closing Date**, Seller agrees to promptly request the Lot
402 Owner to deliver to Closing Agent a current status letter stating: (1) Lot Lease is in full force and effect and that there have been no
403 subsequent modifications or amendments; (2) The amount of any advance rentals paid, rent concessions given and deposits paid to
404 Lot Owner, if any; (3) The amount of monthly (or other applicable period) rental paid to Lot Owner; (4) That there is no default
405 under the terms of said Lot Lease by Seller or occupant. Any fees incident to the issuance of Lot Owner's status letter must be paid
406 by None Buyer Seller One-Half by Buyer and One-Half by Seller. Any ancillary fees or costs assessed by Lot
407 Owner must be paid by None Buyer Seller One-Half by Buyer and One-Half by Seller.

408 **12.4. Utility Transfer Fees.** Utility transfer fees can change. Any fees to transfer utilities from Seller to Buyer must be
409 paid by None Buyer Seller One-Half by Buyer and One-Half by Seller.

410 **12.5. Sales, Use Tax and License Taxes.** Any sales and use tax that may accrue because of this transaction must be paid
411 when due by None Buyer Seller One-Half by Buyer and One-Half by Seller. Any Lot Ownership Tax and
412 Registration Fees, Title Fees license and other fees and surcharges must be paid when due by Buyer.

413 **13. PRORATIONS.** The following will be prorated to the **Closing Date**, except as otherwise provided:

414 **13.1. Taxes.** Personal property and ad valorem taxes, if any, for the year of Closing, based on **Taxes for the Calendar**
415 **Year Immediately Preceding Closing** **Most Recent Mill Levy and Most Recent Assessed Valuation**, or **Other** _____.

416 **13.2. Rents.** Rents based on **Rents Actually Received** **Accrued**. At Closing, Seller will transfer or credit to Buyer
417 the security deposits for any Home Leases assigned to Buyer, or any remainder of the security deposits, after lawful deductions, and
418 notify all tenants in writing of such transfer and of the transferee's name and address.

419 **13.3. Other Prorations.** Water and sewer charges, propane and _____.

420 **13.4. Final Settlement.** Unless otherwise agreed in writing, these prorations are final.

421 **14. POSSESSION.** Possession of the Home will be delivered to Buyer on **Possession Date** at **Possession Time**, subject to the
422 Home Leases as set forth in § 8.6.1.1.

423 If Seller, after Closing, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally liable
424 to Buyer for payment of \$ _____ per day (or any part of a day) from **Possession Date** and **Possession Time** until
425 possession is delivered.

426 Buyer represents that Buyer will occupy the Home as Buyer's principal residence unless the following box is checked. Buyer
427 **Does Not** represent that Buyer will occupy the Home as Buyer's principal residence.

429 **15. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION; AND**
 430 **WALK-THROUGH.** Except as otherwise provided in this Contract, the Home, Inclusions or both will be delivered in the condition
 431 existing as of the date of this Contract, ordinary wear and tear excepted.

432 **15.1. Causes of Loss, Insurance.** In the event the Home or Inclusions are damaged by fire, other perils or causes of loss
 433 prior to Closing (Home Damage) in an amount of not more than ten percent of the total Purchase Price and if the repair of the damage
 434 will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds, will
 435 use Seller's reasonable efforts to repair the Home before **Closing Date**. Buyer has the Right to Terminate under § 21.1, on or before
 436 **Closing Date**, if the Home is not repaired before **Closing Date** or if the damage exceeds such sum. Should Buyer elect to carry out
 437 this Contract despite such Home Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were received by
 438 Seller (but not the Association, if any) resulting from damage to the Home and Inclusions, plus the amount of any deductible provided
 439 for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received the insurance proceeds
 440 prior to Closing, the parties may agree to extend the **Closing Date** to have the Home repaired prior to Closing or, at the option of
 441 Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if acceptable to Seller's insurance company and Buyer's
 442 lender; or (2) the parties may enter into a written agreement prepared by the parties or their attorney requiring the Seller to escrow
 443 at Closing from Seller's sale proceeds the amount Seller has received and will receive due to such damage, not exceeding the total
 444 Purchase Price, plus the amount of any deductible that applies to the insurance claim.

445 **15.2. Damage, Inclusions and Services.** Should any Inclusion or service (including utilities and communication services),
 446 system, component or fixture of the Home (collectively Service) (e.g., heating or plumbing), fail or be damaged between the date of
 447 this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion or
 448 Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or replacement
 449 of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by Buyer
 450 covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before Closing
 451 or possession, whichever is earlier, Buyer has the Right to Terminate under § 21.1, on or before **Closing Date**, or, at the option of
 452 Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must not exceed
 453 the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive Closing.

454 **15.3. Condemnation.** In the event Seller receives actual notice prior to Closing that a pending condemnation action may
 455 result in a taking of all or part of the Home or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation
 456 action. Buyer has the Right to Terminate under § 21.1, on or before **Closing Date**, based on such condemnation action in Buyer's
 457 sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Home and
 458 Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value
 459 of the Home or Inclusions but such credit will not include relocation benefits or expenses or exceed the Purchase Price.

460 **15.4. Maintenance.** Seller will maintain all heating, plumbing and lighting fixtures and all appliances and other electrical
 461 devices in the same condition as they exist as of the date of this Contract, reasonable wear and tear excepted.

462 **15.5. Walk-Through and Verification of Condition.** Buyer, upon reasonable notice, has the right to walk through the
 463 Home prior to Closing to verify that the physical condition of the Home and Inclusions complies with this Contract.

464 **15.6. Home Warranty.** Seller and Buyer are aware of the existence of pre-owned home warranty programs that may be
 465 purchased and may cover the repair or replacement of such Inclusions.

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

469 **17. TIME OF ESSENCE, DEFAULT AND REMEDIES.** Time is of the essence for all dates and deadlines in this Contract.
 470 This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money, is not paid, honored
 471 or tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting party
 472 has the following remedies:

473 **17.1. If Buyer is in Default:**

474 **17.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid
 475 by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money is not a penalty, and the Parties agree the
 476 amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to treat
 477 this Contract as being in full force and effect and Seller has the right to specific performance or damages, or both.

478 **17.1.2. Liquidated Damages, Applicable.** **This § 17.1.2 applies unless the box in § 17.1.1 is checked.** Seller may
 479 cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that
 480 the Earnest Money amount specified in § 4.1 is LIQUIDATED DAMAGES and not a penalty, which amount the parties agree is fair
 481 and reasonable and (except as provided in §§ 8.4 and 18), such amount is SELLER'S ONLY REMEDY for Buyer's failure to
 482 perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and additional damages.

483 **17.2. If Seller is in Default:**
484 **17.2.1. Specific Performance, Damages or Both.** Buyer may elect to treat this Contract as canceled, in which case
485 all Earnest Money received hereunder will be returned to Buyer and Buyer may recover such damages as may be proper.
486 Alternatively, in addition to the per diem in § 14 (Possession) for failure of Seller to timely deliver possession of the Property after
487 Closing occurs, Buyer may elect to treat this Contract as being in full force and effect and Buyer has the right to specific performance
488 or damages, or both.

489 **17.2.2. Seller's Failure to Perform.** In the event Seller fails to perform Seller's obligations under this Contract, to
490 include, but not limited to, failure to timely disclose Association violations known by Seller, failure to perform any replacements or
491 repairs required under this Contract or failure to timely disclose any known adverse material facts, Seller remains liable for any such
492 failures to perform under this Contract after Closing. Buyer's rights to pursue the Seller for Seller's failure to perform under this
493 Contract are reserved and survive Closing.

494 **18. LEGAL FEES, COST AND EXPENSES.** Anything to the contrary herein notwithstanding, in the event of any arbitration
495 or litigation relating to this Contract, prior to or after **Closing Date**, the arbitrator or court must award to the prevailing party all
496 reasonable costs and expenses, including attorney fees, legal fees and expenses.

497 **19. MEDIATION.** If a dispute arises relating to this Contract (whether prior to or after Closing) and is not resolved, the parties
498 must first proceed, in good faith, to mediation. Mediation is a process in which the parties meet with an impartial person who helps
499 to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is
500 binding, the parties to the dispute must agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator
501 and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire
502 dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at that
503 party's last known address (physical or electronic as provided in § 23). This Section will not alter any date in this Contract unless
504 otherwise agreed.

505 **20. EARNEST MONEY DISPUTE.** Except as otherwise provided herein, Earnest Money Holder must release the Earnest
506 Money following receipt of written mutual instructions signed by both Buyer and Seller. In the event of any controversy regarding
507 the Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole subjective
508 discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest
509 Money into a court of competent jurisdiction (Earnest Money Holder is entitled to recover court costs and reasonable attorney and
510 legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of
511 the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one
512 hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder is authorized to return the Earnest
513 Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit and has not interpleaded the monies at the time
514 of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the
515 obligation of § 19 (Mediation). This Section will survive cancellation or termination of this Contract.

516 **21. TERMINATION.**

517 **21.1. Right to Terminate.** If a party has a right to terminate as provided in this Contract (Right to Terminate), the
518 termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate) provided such written
519 notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or
520 before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory
521 and waives the Right to Terminate under such provision.

522 **21.2. Effect of Termination.** In the event this Contract is terminated, all Earnest Money received hereunder will be returned
523 to Buyer and the parties are relieved of all obligations hereunder subject to §§ 8.4 and 18.

524 **22. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS.** This Contract, its exhibits and specified
525 addenda, constitute the entire agreement between the parties relating to the subject hereof and any prior agreements pertaining
526 thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the terms
527 of this Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right or
528 obligation in this Contract that, by its terms, exists or is intended to be performed after termination or Closing survives the same.
529 Any successor to a party receives the predecessor's benefits and obligations of this Contract.

530 **23. NOTICE, DELIVERY AND CHOICE OF LAW.**

531 **23.1. Physical Delivery and Notice.** Any document or notice to Buyer or Seller must be in writing except as provided in
532 § 23.2 and is effective when physically received by such party, any individual named in this Contract to receive documents or notices
533 for such party, Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing must be
534 received by the party, not Broker or Brokerage Firm).

573 [NOTE: If this offer is being countered or rejected, do not sign this document.]

Seller's Name: _____

Seller's Name: _____

Seller's Signature Date

Seller's Signature Date

Address: _____

Address: _____

Phone No.: _____

Phone No.: _____

Fax No.: _____

Fax No.: _____

Email Address: _____

Email Address: _____

574

END OF CONTRACT TO BUY AND SELL REAL ESTATE

575

BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

A. Broker Working With Buyer

Broker **Does** **Does Not** acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 20, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Buyer as a **Buyer's Agent** **Transaction-Broker** in this transaction.

Customer. Broker has no brokerage relationship with Buyer. See § B for Broker's brokerage relationship with Seller.

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

This Broker's Acknowledgements and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be entered into separately and apart from this provision.

Brokerage Firm's Name: _____

Brokerage Firm's License #: _____

Broker's Name: _____

Broker's License #: _____

Broker's Signature

Date

Address: _____

Phone No.: _____

Fax No.: _____

Email Address: _____

B. Broker Working with Seller

Broker **Does** **Does Not** acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 20, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Seller as a **Seller's Agent** **Transaction-Broker** in this transaction.

Customer. Broker has no brokerage relationship with Seller. See § A for Broker's brokerage relationship with Buyer.

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

This Broker's Acknowledgements and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be entered into separately and apart from this provision.

Brokerage Firm's Name: _____
Brokerage Firm's License #: _____
Broker's Name: _____
Broker's License #: _____

Broker's Signature Date

Address: _____

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