

52 **3.3.1.2. Seller Agency Only.** If this box is checked, Broker represents Seller as Seller's Agent
53 and must treat the buyer as a customer.

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

58
59 **4. BROKERAGE DUTIES.** Broker, on behalf of Brokerage Firm as either a Transaction-Broker or a Seller's Agent,
60 will perform the following **Uniform Duties** when working with Seller:

61 **4.1.** Broker will exercise reasonable skill and care for Seller, including, but not limited to the following:

62 **4.1.1.** Performing the terms of any written or oral agreement with Seller;

63 **4.1.2.** Presenting all offers to and from Seller in a timely manner regardless of whether the Property is subject
64 to a contract for sale;

65 **4.1.3.** Disclosing to Seller adverse material facts actually known by Broker;

66 **4.1.4.** Advising Seller regarding the transaction and advising Seller to obtain expert advice as to material
67 matters about which Broker knows but the specifics of which are beyond the expertise of Broker;

68 **4.1.5.** Accounting in a timely manner for all money and property received; and

69 **4.1.6.** Keeping Seller fully informed regarding the transaction.

70 **4.2.** Broker will not disclose the following information without the informed consent of Seller:

71 **4.2.1.** That Seller is willing to accept less than the asking price for the Property;

72 **4.2.2.** What the motivating factors are for Seller to sell the Property;

73 **4.2.3.** That Seller will agree to financing terms other than those offered;

74 **4.2.4.** Any material information about Seller unless disclosure is required by law or failure to disclose such
75 information would constitute fraud or dishonest dealing; or

76 **4.2.5.** Any facts or suspicions regarding circumstances that could psychologically impact or stigmatize the
77 Property.

78 **4.3.** Seller consents to Broker's disclosure of Seller's confidential information to the supervising broker or designee
79 for the purpose of proper supervision, provided such supervising broker or designee will not further disclose such information
80 without consent of Seller, or use such information to the detriment of Seller.

81 **4.4.** Brokerage Firm may have agreements with other sellers to market and sell their properties. Broker may show
82 alternative properties not owned by Seller to other prospective buyers and list competing properties for sale.

83 **4.5.** Broker shall not be obligated to seek additional offers to purchase the Property while the Property is subject to
84 a contract for sale.

85 **4.6.** Broker has no duty to conduct an independent inspection of the Property for the benefit of a buyer and has no
86 duty to independently verify the accuracy or completeness of statements made by Seller or independent inspectors. Broker
87 has no duty to conduct an independent investigation of a buyer's financial condition or to verify the accuracy or completeness
88 of any statement made by a buyer.

89 **4.7.** Seller understands that Seller is not liable for Broker's acts or omissions that have not been approved,
90 directed, or ratified by Seller.

91 **4.8.** When asked, Broker **Will** **Will Not** disclose to prospective buyers and cooperating brokers the existence
92 of offers on the Property and whether the offers were obtained by Broker, a broker within Brokerage Firm or by another
93 broker. If Broker wishes to disclose the terms of any offer, Broker must first obtain the Seller's written consent.

94
95 **5. ADDITIONAL DUTIES OF SELLER'S AGENT.** If the Seller Agency box at the top of page 1 is checked, Broker
96 is Seller's Agent, with the following additional duties:

97 **5.1.** Promoting the interests of Seller with the utmost good faith, loyalty, and fidelity.

98 **5.2.** Seeking a price and terms that are set forth in the Listing Agreement.

99 **5.3.** Counseling Seller as to any material benefits or risks of a transaction that are actually known by Broker.

100
101 **6. MATERIAL DEFECTS, DISCLOSURES AND INSPECTION.**

102 **6.1. Broker's Obligations.** Colorado law requires a broker to disclose to any prospective buyer all adverse material
103 facts actually known by such broker including but not limited to adverse material facts pertaining to the title to the Property,
104 the physical condition of the Property, any material defects in the Property, and any environmental hazards affecting the
105 Property required by law to be disclosed. These types of disclosures may include such matters as structural defects, soil
106 conditions, violations of health, zoning or building laws, and nonconforming uses and zoning variances. Seller agrees that
107 any buyer may have the Property and Inclusions inspected and authorizes Broker to disclose any facts actually known by
108 Broker about the Property. Broker is not obligated to conduct an independent investigation of the buyer's financial condition
109 except as otherwise provided in the Listing Agreement.

110 **6.2. Seller's Obligations.**

111 **6.2.1. Seller's Property Disclosure Form.** Seller **Agrees** **Does Not Agree** to provide on or before
112 the sale contract's respective deadline a Seller's Property Disclosure form completed to Seller's current, actual knowledge.
113 Colorado law requires Seller to disclose certain facts regardless of whether Seller is providing a Seller's Property Disclosure
114 form. Typically, the Colorado approved contract requires disclosure of adverse material facts actually known by Seller.

115 **6.2.2. Lead-Based Paint.** Unless exempt, if the improvements on the Property include one or more
116 residential dwellings for which a building permit was issued prior to January 1, 1978, a completed Lead-Based Paint
117 Disclosure (Sales) form must be signed by Seller and the real estate licensees and given to any potential buyer in a timely
118 manner.

119 **6.2.3. Carbon Monoxide Alarms.** Seller acknowledges that, unless exempt, if the Property includes one or
120 more rooms lawfully used for sleeping purposes (Bedroom), an operational carbon monoxide alarm must be installed within
121 fifteen feet of the entrance to each Bedroom or in a location as required by the applicable building code, prior to offering the
122 Property for sale or lease.

123 **6.2.4. Source of Potable Water (Residential Land and Residential Improvements Only).** Seller
124 acknowledges that if the Property is residential, Seller must timely make certain disclosures on the source of water to a buyer.
125

126 **7. ADDITIONAL DISCLOSURES:**
127
128
129
130
131
132

133 **DISCLOSURE OF SETTLEMENT SERVICE COSTS.** Seller acknowledges that costs, quality, and extent of service
134 vary between different settlement service providers (e.g., attorneys, lenders, inspectors, and title companies).
135

136 **THIS IS NOT A CONTRACT.**

137 **SELLER ACKNOWLEDGMENT:**

138 Seller acknowledges receipt of this document on _____.

139 _____
140 Seller Seller

141 **BROKER ACKNOWLEDGMENT:**

142 On _____, Broker provided _____ (Seller) with
143 this document via _____ and retained a copy for Broker's records.

144 Brokerage Firm's Name: _____

145 _____
146 Broker
147