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(CL8-5-19)-(CL8 - Closing Instructions  
Adoption Date: October 7, 2025  
Mandatory Use Date: January 1, 2026 7-19)

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

## CLOSING INSTRUCTIONS

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

1. **PARTIES, PROPERTY.** \_\_\_\_\_, (Seller),  
and \_\_\_\_\_,  
(Buyer), engage \_\_\_\_\_, (Closing  
Company), who agrees to provide closing and settlement services in connection with the Closing 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~~ contract, dated \_\_\_\_\_, including  
any counterproposals and amendments (Contract). ~~The Buyer's lender may enter into separate closing instructions with the Closing  
Company regarding the closing of the Buyer's loan.~~ All terms of the Contract are incorporated herein by reference. In the event of  
any conflict between ~~these Closing Instructions is Agreement~~ and the Contract, ~~this Agreement~~ these Closing Instructions controls,  
subject to subsequent amendments to the Contract or ~~this Agreement~~ these Closing Instructions. ~~The Buyer's lender may enter into  
separate closing instructions with the Closing Company regarding the closing of the Buyer's loan.~~

2. **TITLE COMMITMENT, EXCEPTIONS AND POLICY.** Closing Company ☐ **Agrees** ☐ **Does Not** agree that: upon  
completion of a satisfactory title search and examination, it will furnish a Title Insurance Commitment; and it will issue a Title  
Insurance Policy provided that all requirements have been fulfilled. Closing Company ☐ **Agrees** ☐ **Does Not** agree to furnish  
copies of Exceptions.

3. **INFORMATION, CLOSING, RECORDING.** Closing Company is authorized to obtain any information necessary for the  
Closing closing. Closing Company agrees to: deliver and record all documents required or customarily recorded; and disburse all  
funds pursuant to the Contract that are necessary to carry out the terms and conditions of the Contract.

4. **PREPARATION OF DOCUMENTS.** The Closing Company will prepare the necessary documents to carry out the terms  
and conditions of the Contract to include:

4.1. **Deed.** If the deed required in the Contract is a special warranty deed, general warranty deed, bargain and sale deed  
(excluding a personal representative's or trustee's deed) or a quit claim deed, the deed will be prepared in accordance with the  
Contract by the Closing Company. However, if the Contract requires a different form of deed (e.g.: personal representative's deed  
or trustee's deed) or requires that the special warranty deed or general warranty deed list exceptions other than the "statutory  
exceptions" as defined in § 38-30-113(5)(a), C.R.S., then the Buyer or Seller must provide the deed or written instructions for  
preparation of the deed to the Closing Company for Closing closing. For any Buyer or Seller provided deed or written instructions  
for preparation of the deed that requires a list of exceptions other than the "statutory exceptions," the Buyer and Seller will hold the  
Closing Company harmless for any causes of action arising out of the use of such deed. The parties acknowledge that the real estate  
broker working with either the Buyer or the Seller is not responsible for reviewing or approving any deed not prepared by the real  
estate broker.

4.2. **Bill of Sale.** If the transaction includes the sale of personal property (i.e., within the Contract or a Personal Property  
Agreement) from the Seller to the Buyer, Seller and Buyer authorize Closing Company to prepare the bill of sale conveying the  
personal property from the Seller to the Buyer as their scrivener. The Buyer and Seller understand that the bill of sale is a legal  
~~document~~ document, and it is recommended that it be reviewed and approved by their respective attorneys.

54 **4.3. Closing Statement.** Closing Company will prepare and deliver accurate, complete and detailed closing statements to  
55 Buyer, Seller and the real estate brokers working with Buyer and Seller. Closing Statements will be prepared in accordance with the  
56 Contract and written instructions from the Buyer, Seller, lender or real estate brokers so long as such written instructions are not  
57 contrary to the Contract. If the written instructions are contrary to the Contract, the Buyer and Seller must execute an Agreement to  
58 Amend/Extend Contract.

59 **5. CLOSING FEE.** Closing Company will receive a fee of \$ \_\_\_\_\_ for providing closing and  
60 settlement services (Closing Fee).

61 **6. RELEASE, DISBURSEMENT.** Closing Company is not authorized to release any signed documents or things of value  
62 prior to receipt and disbursement of Good Funds, except as provided in §§ 10, 11 and 12.

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

66 **8. SELLER'S NET PROCEEDS.** Seller will receive the net proceeds of ~~Closing~~ closing as indicated: ☐ **Cashier's Check**, at  
67 Seller's expense ☐ **Funds Electronically Transferred** (wire transfer) to an account specified by Seller, at Seller's expense ☐  
68 **Closing Company's** trust account check.

69 **9. WIRE AND OTHER FRAUDS.** ~~Wire and other frauds occur in real estate transactions. Caution: Wire and other frauds are~~  
70 ~~a significant risk in real estate transactions.~~ Anytime Buyer or Seller is supplying confidential information, such as social security  
71 numbers, and bank account numbers, or transferring or receiving funds, Buyer and Seller should provide the information in person  
72 or in another secure manner. ~~Wire instructions should only be sent by the Closing Company to the Buyer or Seller via encrypted e-~~  
73 ~~mails or encrypted web portals that require end-user authentication (i.e., password protected).~~ If encrypted e-mails or encrypted web  
74 portals are not available, wire instructions should be delivered by hand, telephone, mail, or overnight courier. Buyers and Sellers  
75 should never reply to an e-mail or call a telephone number included in an e-mail regarding wire instructions or trust changes to  
76 wiring instructions received via email without verbal confirmation from a trusted source. To protect against fraud, money should  
77 never be wired based on email instructions alone, and wire transfer details and payment instructions should always be verified in  
78 person or by telephone using a trusted and independently verified contact number.

79 **Financial Crimes Enforcement Network (FinCEN) Anti-Money Laundering Notice for Residential Real Estate Transfers:**  
80 ~~FinCEN is an agency of the US Treasury Department and the primary enforcement agency for combating money laundering pursuant~~  
81 ~~to the Bank Secrecy Act. Parties agree to cooperate with the Closing Company to provide all requested documents and information~~  
82 ~~to meet the Closing Company's requirements for FinCEN reporting. Parties understand that failure to provide documents and~~  
83 ~~information may result in a delay or failure to close.~~  
84

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

90 **11. RETURN OF EARNEST MONEY.** Except as otherwise provided in §12 (Earnest Money Dispute), if the Earnest Money  
91 is being held by Closing Company and has not already been returned following receipt of a Notice to Terminate or other written  
92 notice of termination, Closing Company must release the Earnest Money as directed by written mutual instructions from the Buyer  
93 and the Seller. Such release of Earnest Money must be made within five days of Closing Company's receipt of the written mutual  
94 instructions signed by both Buyer and Seller, provided the Earnest Money check has cleared.  
95

96 **12. EARNEST MONEY DISPUTE.** In the event of any controversy regarding ~~the Earnest Money that is being held by Closing~~  
97 ~~Company~~ (notwithstanding any termination of the Contract), ~~provided Closing Company is holding the Earnest Money,~~ Closing  
98 Company is not required to take any action. ~~In no event shall Closing Company be required to return Earnest Money deposits to~~  
99 ~~Buyer until funds deposited are verified, credited to the Closing Company escrow or trust account, and available for immediate~~  
100 ~~withdrawal as a matter of right.~~ Closing Company, at its option and sole subjective discretion, may: (1) await any proceeding, (2)  
101 interplead all parties and deposit Earnest Money into a court of competent jurisdiction and recover court costs and reasonable attorney  
102 and legal fees, or (3) provide notice to Buyer and Seller that unless Closing Company receives a copy of a Summons and Complaint  
103 or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one hundred twenty days of Closing  
104 Company's notice to the parties, Closing Company is authorized to return the Earnest Money to Buyer. In the event Closing Company  
105 does receive a copy of the Lawsuit, and has not interpleaded the monies at the time of any Order, Closing Company must disburse the  
106 Earnest Money pursuant to the Order of the Court.

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

14. **CHANGE IN OWNERSHIP OF WATER WELL.** Within sixty days after Closing, Closing Company will 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. Closing Company is not liable for delaying Closing to ensure Buyer completes any required form.

15. **FIRPTA AND COLORADO WITHHOLDING.**

15.1. **FIRPTA.** Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably requested documents to determine Seller's foreign person status. If withholding is required, Seller authorizes Closing Company to withhold any required amount from Seller's proceeds and remit it to the Internal Revenue Service. If withholding from Seller is not required, Closing Company agrees to provide Buyer an executed Affidavit compliant with FIRPTA attesting to that.

15.2. **Colorado Withholding.** Seller agrees to cooperate with Closing Company to provide any reasonably requested documents to determine Seller's status. If withholding is required under Colorado law, Seller authorizes Closing Company to withhold any required amount from Seller's proceeds and remit it to the Colorado Department of Revenue.

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

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

18. **BROKER'S COPIES.** Closing Company must provide, to each real estate broker in this transaction, copies of all signed documents that such real estate brokers are required to maintain pursuant to the rules of the Colorado Real Estate Commission. Closing Company is authorized by both Buyer and Seller to deliver their respective Closing Statement to one or both real estate broker(s) involved in the transaction.

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

19.1. **Physical Delivery and Notice.** Any document, or notice to another party must be in writing, except as provided in § 19.2 and § 19.3 and is effective when physically received by such party.

19.2. **Electronic Notice.** As an alternative to physical delivery, any notice may be delivered in electronic form to another party at the electronic address of the recipient by facsimile, email or \_\_\_\_\_.

19.3. **Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by: (1) email at the email address of the recipient, (2) a link or access to a website or server, provided the recipient receives the information necessary to access the documents or (3) facsimile at the facsimile number (Fax No.) of the recipient.

19.4. **Choice of Law.** These Closing Instructions and all disputes arising hereunder are governed by and construed in accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property located in Colorado.

**BUYER(S) ACKNOWLEDGE RECEIPT OF THESE CLOSING INSTRUCTIONS.**

Buyer's Name: \_\_\_\_\_ Buyer's Name: \_\_\_\_\_

Buyer's Signature \_\_\_\_\_ Date \_\_\_\_\_ Buyer's Signature \_\_\_\_\_ Date \_\_\_\_\_

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

Phone No.: \_\_\_\_\_ Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

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

**SELLER(S) ACKNOWLEDGE RECEIPT OF THESE CLOSING INSTRUCTIONS.**

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: _____ |      |

CLOSING COMPANY ACKNOWLEDGES RECEIPT OF THESE CLOSING INSTRUCTIONS.

Closing Company's Name: \_\_\_\_\_

|                             |              |             |
|-----------------------------|--------------|-------------|
| <u>Authorized Signature</u> | <u>Title</u> | <u>Date</u> |
| Address: _____              |              |             |
| Phone No.: _____            |              |             |
| Fax No.: _____              |              |             |
| Email Address: _____        |              |             |