1 2 3 4	This form is the property of the Colorado Real Estate Commission. The printed portions of this form, except differentiated additions, have been approved and promulgated by the Commission for public use. All users are prohibited from modifying this form except as permitted by the Rules Regarding Real Estate Brokers, 4 CCR 725-1-7.2.
5 6 7	BC60 – Exclusive Right-to-Buy Listing Contract Adoption Date: October 7, 2025 Mandatory Use Date: January 1, 2026
8 9 10	THIS IS A BINDING CONTRACT. THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.
11	COMPENSATION CHARGED BY BROKERAGE FIRMS IS NOT SET BY LAW AND IS FULLY NEGOTIABLE.
12 13	DIFFERENT BROKERAGE RELATIONSHIPS ARE AVAILABLE WHICH INCLUDE BUYER AGENCY, SELLER AGENCY, OR TRANSACTION-BROKERAGE.
14	EXCLUSIVE RIGHT-TO-BUY LISTING CONTRACT
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16	☐ BUYER AGENCY ☐ TRANSACTION-BROKERAGE
17 18	Date:
19	1. AGREEMENT. Buyer and Brokerage Firm enter into this exclusive, irrevocable contract (Buyer Listing Contract) and agree
20	to its provisions. Broker, on behalf of Brokerage Firm, agrees to provide brokerage services to Buyer. Brokerage Firm will receive
21	compensation as set forth in this Buyer Listing Contract.
22	2. BROKER AND BROKERAGE FIRM.
23	2.1. Multiple-Person Firm. If this box is checked, "Broker" (as defined below) is the individual designated by Brokerage
24	Firm to serve as the broker of Buyer and to perform the services for Buyer required by this Buyer Listing Contract. If more than one
25	individual is so designated, then references in this Buyer Listing Contract to Broker includes all persons so designated, including
26 27	substitute or additional brokers. The brokerage relationship exists only with Broker and does not extend to the employing broker, Brokerage Firm, or to any other brokers employed or engaged by Brokerage Firm who are not so designated.
28	2.2. One-Person Firm. If this box is checked, Broker (as defined below) is a brokerage firm with only one licensed person.
29	References in this Buyer Listing Contract to Broker or Brokerage Firm mean both the licensed person and brokerage firm, who serve
30	as the Broker of Buyer and perform the services for Buyer required by this Buyer Listing Contract.
31	3. DEFINED TERMS.
32	3.1. Buyer:
33	3.2. Brokerage Firm:
34	3.3. Broker:
35	3.4. Property. Property means real estate which substantially meets the following requirements or is acceptable to Buyer:
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38	2.5 Download Land
39 40	3.5. Purchase; Lease. 3.5.1. A "Purchase" of Property means the acquisition of any interest in the Property or the creation of the right to
41	acquire any interest in the Property, including a contract for sale or lease by the Buyer, directly or indirectly, or any other person or
42	entity on whose behalf the Buyer acts. It also includes an agreement to acquire any ownership interest in an entity that owns the
43	Property.
44	3.5.2. If this box is checked, Buyer authorizes Broker to negotiate a lease of the Property. "Lease of Property" or
45	"Lease" means any agreement between a landlord and the Buyer to create a tenancy or leasehold interest in the Property. The rights
46	and dufies owed under this Buyer Listing Contract apply to a Lease of the Property and the term Lease is synonymous with the term
47 48	Purchase when used in reference to the rights and duties under this Buyer Listing Contract.  3.6. Listing Period. The Listing Period of this Buyer Listing Contract begins on and continues
48 49	through the earlier of (1) completion of the Purchase of Property or Lease of Property or (2)
50	and any written extensions (Listing Period). Broker will continue to assist in the completion of any Purchase or Lease for which
51	compensation is payable to Brokerage Firm under § 7 of this Buyer Listing Contract, even after expiration of the Listing Period.

- **3.7. Applicability of Terms.** A check or similar mark in a box means that such provision is applicable. The abbreviation "N/A" or the word "Deleted" means not applicable. The abbreviation "MEC" (mutual execution of this contract) means the date upon which both parties have signed this Buyer Listing Contract.
  - 3.8. Day; Computation of Period of Days, Deadline.
- **3.8.1. Day.** As used in this Buyer Listing Contract, the term "day" means the entire day ending at 11:59 p.m., United States Mountain Time (Standard or Daylight Savings as applicable).
- **3.8.2.** Computation of Period of Days, Deadline. In computing a period of days, when the ending date is not specified (e.g., three days after MEC), the first day is excluded and the last day is included. If any deadline falls on a Saturday, Sunday, or federal or Colorado state holiday (Holiday), such deadline \( \sum \) Will \( \subseteq \) Will Not be extended to the next day that is not a Saturday, Sunday, or Holiday. Should neither box be checked, the deadline will not be extended.

## 4. BROKERAGE RELATIONSHIP.

- **4.1.** If the Buyer Agency box at the top of page 1 is checked, Broker represents Buyer as Buyer's limited agent (Buyer's Agent). If the Transaction-Brokerage box at the top of page 1 is checked, Broker acts as a Transaction-Broker.
- **4.2. In-Company Transaction Different Brokers.** When the seller and Buyer in a transaction are working with different brokers within the Brokerage Firm, those brokers continue to conduct themselves consistent with the brokerage relationships they have established. Buyer acknowledges that Brokerage Firm is allowed to offer and pay compensation to brokers within Brokerage Firm working with a seller.
- **4.3. In-Company Transaction One Broker.** If the seller and Buyer are both working with the same Broker, Broker will function as:
  - **4.3.1. Buyer's Agent.** If the Buyer Agency box at the top of page 1 is checked, the parties agree the following applies:
- **4.3.1.1. Buyer Agency Unless Brokerage Relationship with Both.** Broker represents Buyer as Buyer's Agent and must treat the seller as a customer. A customer is a party to a transaction with whom Broker has no brokerage relationship. Broker must disclose to such customer the Broker's relationship with Buyer. However, if Broker delivers to Buyer a written Change of Status that Broker has a brokerage relationship with the seller then Broker is working with both Buyer and seller as a Transaction Broker. If the box in § 4.3.1.2 (**Buyer Agency Only**) is checked, § 4.3.1.2 (**Buyer Agency Only**) applies instead.
- 4.3.1.2. Buyer Agency Only. If this box is checked, Broker represents Buyer as Buyer's Agent and must treat the seller as a customer.
- **4.3.2. Transaction-Broker.** If the Transaction-Brokerage box at the top of page 1 is checked, or in the event neither box is checked, Broker must work with Buyer as a Transaction-Broker. A Transaction-Broker must perform the duties described in § 5 and facilitate purchase transactions without being an advocate or agent for either party. If the seller and Buyer are working with the same Broker, Broker must continue to function as a Transaction-Broker.
- **5. BROKERAGE DUTIES.** Broker, acting on behalf of Brokerage Firm as either a Transaction-Broker or a Buyer's Agent, must perform the following **Uniform Duties** when working with Buyer:
  - 5.1. Broker must exercise reasonable skill and care for Buyer, including but not limited to the following:
    - **5.1.1.** Performing the terms of any written or oral agreement with Buyer;
- **5.1.2.** Presenting all offers to and from Buyer in a timely manner regardless of whether Buyer is already a party to a contract for the Purchase or Lease of Property;
  - **5.1.3.** Disclosing to Buyer adverse material facts actually known by Broker;
- **5.1.4.** Advising Buyer regarding the transaction and advising Buyer to obtain expert advice as to material matters about which Broker knows but the specifics of which are beyond the expertise of Broker;
  - **5.1.5.** Accounting in a timely manner for all money and property received; and
  - **5.1.6.** Keeping Buyer fully informed regarding the transaction.
  - **5.2.** Broker must not disclose the following information without the informed consent of Buyer:
    - **5.2.1.** That Buyer is willing to pay more than the purchase or lease price offered for the Property;
    - **5.2.2.** What Buyer's motivating factors are;
    - **5.2.3.** That Buyer will agree to financing terms other than those offered; or
- **5.2.4.** Any material information about Buyer unless disclosure is required by law or failure to disclose such information would constitute fraud or dishonest dealing.
- 5.3. Broker may show properties in which Buyer is interested to other prospective buyers without breaching any duty or obligation to Buyer. Broker is not prohibited from showing competing buyers the same property and from assisting competing buyers in attempting to purchase a particular property.
- **5.4.** Broker is not obligated to seek other properties while Buyer is already a party to a contract for the Purchase or Lease of Property.
- **5.5.** Broker has no duty to conduct an independent inspection of the Property for the benefit of Buyer and has no duty to independently verify the accuracy or completeness of statements made by a seller or independent inspectors. Broker has no duty to conduct an independent investigation of Buyer's financial condition or to verify the accuracy or completeness of any statement made by Buyer.

- 5.6. Broker must disclose to any prospective seller all adverse material facts actually known by Broker, including but not limited to adverse material facts concerning Buyer's financial ability to perform the terms of the transaction and whether Buyer intends to occupy the Property as a principal residence.
- 112 **5.7.** Buyer understands that Buyer is not liable for Broker's acts or omissions that have not been approved, directed, or ratified by Buyer.
- 6. ADDITIONAL DUTIES OF BUYER'S AGENT. If the Buyer Agency box at the top of page 1 is checked, Broker is Buyer's Agent, with the following additional duties:
  - **6.1.** Promoting the interests of Buyer with the utmost good faith, loyalty, and fidelity;
  - **6.2.** Seeking a price and terms that are acceptable to Buyer; and

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Buyer in writing.

6.3. Counseling Buyer as to any material benefits or risks of a transaction that are actually known by Broker.

119	7. COMPENSATION TO BROKERAGE FIRM. In consideration of the services to be performed by Broker, Brokerage Firm			
120	will be paid as set forth in this section, with no discount or allowance for any efforts made by Buyer or any other person. Unless			
121	approved by Buyer, in writing, Brokerage Firm is not entitled to receive additional compensation, bonuses, and incentives paid by			
122	seller's brokerage firm or seller.			
123	7.1. Brokerage Firm's Fee – Purchase.			
124	7.1.1. Success Fee. Brokerage Firm will be paid as follows:			
125	7.1. Brokerage Firm's Fee – Purchase.  7.1.1. Success Fee. Brokerage Firm will be paid as follows:  7.1.1.1. Amount. A fee equal to% of the purchase price, or \$, except			
126	as provided in § 7.1.1.2.			
127	7.1.1.2. Adjusted Amount.  See § 23 (Additional Provisions) or Other			
128	7.1.1.3. When Earned; When Payable – Purchase. The Success Fee is earned by Brokerage Firm upon the			
129	Purchase of Property and is due and payable upon closing of the transaction. If any transaction fails to close as a result of the seller's			
130	default with no fault on the part of Buyer, the Success Fee will be waived. If any transaction fails to close as a result of Buyer's			
131	default, in whole or in part, the Success Fee will not be waived; such fee is payable upon Buyer's default, but not later than the date			
132	that the closing of the transaction was to have occurred.			
133	7.1.2. Hourly Fee. Brokerage Firm will be paid \$ per hour for time spent by Broker pursuant to this Buyer Listing Contract up to a maximum total fee of \$ This hourly fee is payable to Brokerage Firm upon receipt of an			
134	Buyer Listing Contract up to a maximum total fee of \$ This hourly fee is payable to Brokerage Firm upon receipt of an			
135	invoice from Brokerage Firm.			
136	7.1.3. Retainer Fee. Buyer will pay Brokerage Firm a nonrefundable retainer fee of \$ due and payable			
137				
138	Firm under this section.			
139	7.1.4. Other Compensation.			
140	7.2. Brokerage Firm's Fee – Lease. If the box in § 3.5.2 is checked, Brokerage Firm will be paid a fee as follows, less any			
141	amounts paid by the seller's brokerage firm or landlord:			
142	7.2.1. Amount. \$			
143	except as provided in § 7.2.2.			
144	7.2.2. Adjusted Amount. See § 23 (Additional Provisions) or Other			
145	7.2.3. Other.			
146	7.2.4. When Earned; When Payable - Lease. This Lease fee is earned upon the mutual execution of the Lease. One-			
147	half of this Lease fee is payable upon mutual execution of the Lease and one-half upon possession of the premises by tenant or as			
148	follows: If the Lease, executed after the date of this Buyer Listing Contract, contains			
149	an option to extend or renew, or if Buyer expands into additional space within the building or complex where the Property is located,			
150	Brokerage Firm Will Not be paid a fee upon exercise of such extension or renewal option or expansion. If Brokerage			
151	Firm is to be paid a fee for such extension, renewal or expansion, the amount of such fee and its payment are as follows:			
152	<u> </u>			
153	If neither box is checked, Broker will not be paid a fee upon any such extension, renewal, or expansion.			
154	7.3. Who Will Pay Brokerage Firm's Success Fee.			
155	7.3.1. Seller's Brokerage Firm or Seller May Pay. Buyer IS Obligated to Pay. Broker is authorized and instructed			
156	to request payment of Brokerage Firm's Success Fee from one or both of the following: (1) the seller's brokerage firm, or (2) seller.			
157	Buyer is obligated to pay any portion of the Success Fee which is not paid by the seller's brokerage firm or seller, but only if Broker			
158	discloses to Buyer the amount Buyer must pay, in writing and prior to Buyer entering into a contract with the seller.			

If no box is checked above, then § 7.3.1 (Seller's Brokerage Firm or Seller May Pay. Buyer IS Obligated to Pay) will apply.

receive additional compensation, bonuses or incentives from seller's brokerage firm, seller or any other source unless agreed to by

Buyer Will Pay. Buyer is obligated to pay Brokerage Firm's Success Fee. Brokerage Firm is NOT entitled to

**7.4. Holdover Period.** Brokerage Firm's Success Fee applies to Property contracted for (or leased if § 3.5.2 is checked) during the Listing Period of this Buyer Listing Contract or any extensions and also applies to Property contracted for or leased within

166 167	calendar days after the Listing Period expires (Holdover Period) (1) if the Property is one on which Broker negotiated and (2) if Broker submitted its address or other description in writing to Buyer during the Listing Period (Submitted Property). However,
168	Buyer Will Will Not owe the Brokerage Firm's Success Fee under §§ 7.1, 7.2, 7.3.1 and 7.3.2 as indicated if compensation
169	is earned by another brokerage firm acting pursuant to an exclusive agreement with Buyer entered into during the Holdover Period,
170	and a Purchase or Lease of the Submitted Property is consummated. If no box is checked in this § 7.4, then Buyer does not owe the
171	Brokerage Firm's Success Fee to Brokerage Firm.
172	8. LIMITATION ON THIRD-PARTY COMPENSATION. Neither Broker nor Brokerage Firm, except as set forth in § 7 will
173	accept compensation from any other person or entity in connection with the Property without the written consent of Buyer.
174	Additionally, neither Broker nor Brokerage Firm is permitted to assess and receive mark-ups or other compensation for services
175	performed by any third-party or affiliated business entity unless Buyer signs a separate written consent for such services.
176	9. BUYER'S OBLIGATIONS TO BROKER. Buyer agrees to conduct all negotiations for the Property only through Broker
177	and to refer to Broker all communications received in any form from brokers, prospective sellers, or any other source during the
178	Term of this Buyer Listing Contract. Buyer represents that Buyer 🔲 Is 🔲 Is Not currently a party to any agreement with any other
179	broker to represent or assist Buyer in the location or Purchase or Lease of Property. Buyer further represents that Buyer 🗌 Has
180	Has Not received a list of any "Submitted Property" pursuant to a previous listing agreement to purchase or lease Property with
181	any other broker.
182	10. OWNER'S ASSOCIATION. Buyer acknowledges that Property may be located within a common interest community, and if
183	so, Buyer will be required to be a member of the owner's association for the community and will be subject to the covenants of the
184	association, including, but not limited to, the requirement to pay association assessments.
185	11. BUYER DUE DILIGENCE. Buyer is advised to perform all appropriate due diligence including, but not limited to, verifying
186	the accuracy and completeness of statements made by the seller or seller's broker and any information regarding the Property
187	contained in the Multiple Listing Service, marketing materials, owner's association documents, or any other sources.
188	12. DEFAULT; RIGHT TO CANCEL. If any obligation is not performed timely as provided in this Contract, the non-defaulting
189	party has the following remedies:
190	12.1. If Broker is in Default. In the event the Broker fails to substantially perform under this Buyer Listing Contract, Buyer
191	has the right to cancel this Buyer Listing Contract, including all rights of Brokerage Firm to damages. Any rights of Buyer that
192	accrued prior to cancellation will survive such cancellation. Buyer's notice of cancellation must be made in writing, identify the
193	basis for cancellation, and be delivered to Broker in accordance with § 26.
194	12.2. If Buyer is in Default. In the event the Buyer fails to substantially perform under this Buyer Listing Contract, including
195	Buyer's failure to reasonably cooperate with Broker, Brokerage Firm may cancel this Buyer Listing Contract upon written notice to
196	Buyer. Any rights of Brokerage Firm that accrued prior to cancellation will survive such cancellation to include Brokerage Firm's
197	damages. Such damages may include, but are not limited to, the Broker's out-of-pocket costs or the amount of compensation Broker
198	would have earned under § 7. Brokerage Firm's notice of cancellation must be made in writing, identify the basis for cancellation,
199	and be delivered to Buyer in accordance with § 26.
200	13. COST OF SERVICES OR PRODUCTS OBTAINED FROM OUTSIDE SOURCES. Broker will not obtain or order
201	products or services from outside sources unless Buyer has agreed, in writing, to pay for them promptly when due (e.g., surveys,
202	radon tests, soil tests, title reports, engineering studies, property inspections). Neither Broker nor Brokerage Firm is obligated to
203	advance funds for Buyer. Buyer must reimburse Brokerage Firm for payments made by Brokerage Firm for such products or services
204	authorized by Buyer.
205	14. BROKERAGE SERVICES; SHOWING PROPERTIES.
206	14.1. Brokerage Services. The following additional tasks will be performed by Broker:
207	, and the same and
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210	<b>y</b>
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212	14.2. Showing Properties. Buyer acknowledges that Broker has explained the possible methods used by seller's brokers and
	sellers to show properties and the limitations (if any) on Buyer and Broker being able to access properties due to such methods.
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214	Broker's limitations on accessing properties are as follows:
215	Broker, through Brokerage Firm, has access to the following multiple listing services and property information services:
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217 218	15. DISCLOSURE OF BUYER'S IDENTITY. Buyer Does Does Not grant Broker permission to disclose Buyer's identity to third parties without prior written consent of Buyer. If neither box is checked, Buyer does not provide such permission.
219 220 221 222	16. DISCLOSURE OF SETTLEMENT SERVICE COSTS. Buyer acknowledges that costs, quality, and extent of service vary between different settlement service providers (e.g., attorneys, lenders, inspectors and title companies). Broker cannot require Buyer to use a certain settlement service provider and Buyer can shop and select similar services from other companies. Buyer is ultimately responsible for selecting, qualifying, and paying for settlement service providers who provide services to Buyer.
223 224 225 226 227 228 229 230 231 232 233	17. WIRE AND OTHER FRAUDS. Wire and other frauds are a significant risk in real estate transactions. Anytime Buyer is supplying confidential information, such as social security numbers and bank account numbers, or transferring or receiving funds, Buyer should provide the information in person or in another secure manner. Wire instructions should only be sent by a Closing Company to the Buyer via encrypted e-mails or encrypted web portals that require end user authentication (i.e., password protected). If encrypted e-mails or encrypted web portals are not available, wire instructions should be delivered by hand, telephone, mail, or overnight courier. Buyer should never reply to an e-mail or call a telephone number included in an e-mail regarding wire instructions or trust changes to wiring instructions received via email without verbal confirmation from a trusted source. To protect against fraud, money should never be wired based on email instructions alone and wire transfer details and payment instructions should always be verified in person or by telephone using a trusted and independently verified contact number.  18. REMOVAL OF MARKETING MATERIAL. Buyer acknowledges that marketing material used by the seller and the seller's broker (e.g., videos, photos, etc.) may be difficult, if not impossible, to remove from syndicators and the Internet and releases Broker
234	from any liability for Broker's inability to remove the information.
235 236	19. NONDISCRIMINATION. Buyer understands and agrees that the Broker may not violate federal, state, or local fair housing laws.
237 238 239	20. RECOMMENDATION OF LEGAL AND TAX COUNSEL. By signing this document, Buyer acknowledges that Broker has advised that this document has important legal consequences and has recommended consultation with legal and tax or other counsel before signing this Buyer Listing Contract.
240 241 242 243 244 245 246 247	21. MEDIATION. If a dispute arises relating to this Buyer Listing Contract, whether prior to or after closing, and is not resolved, the parties must first proceed in good faith to submit the matter to mediation before proceeding to arbitration or litigation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree, in writing, before any settlement is binding. A party requesting mediation must deliver written notice requesting mediation to the other party as provided in § 26. The parties will jointly appoint an acceptable mediator and will equally share the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate in the event the entire dispute is not resolved within 30 calendar days of the date of written notice requesting mediation was delivered.
248 249	22. ATTORNEY FEES. In the event of any arbitration or litigation relating to this Buyer Listing Contract, the arbitrator or court must award to the prevailing party all reasonable costs and expenses, including attorney and legal fees.
250 251 252 253 254 255 256 257	<ul> <li>23. ADDITIONAL PROVISIONS. The following additional provisions have not been approved by the Colorado Real Estate Commission:</li> <li>24. ATTACHMENTS. The following are incorporated into and made a part of this Buyer Listing Contract:</li> </ul>
258 259	AS NO OTHER RARTY OR INTENDED REMERICIARIES N. 41. 1. 41. B 41. C
260 261	<b>25. NO OTHER PARTY OR INTENDED BENEFICIARIES.</b> Nothing in this Buyer Listing Contract is deemed to inure to the benefit of any person other than Buyer, Broker, and Brokerage Firm.

## 262 **26. NOTICE, DELIVERY AND CHOICE OF LAW.**

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Buyer:

- **26.1. Physical Delivery and Notice.** Any document or notice to Brokerage Firm or Buyer must be in writing, except as provided in § 26.2 and § 26.3 and is effective when physically received by such party, or any individual named in this Buyer Listing Contract to receive documents or notices for such party.
- 26. **26.2. Electronic Notice.** As an alternative to physical delivery, any notice may be delivered in electronic form to Brokerage Firm or Buyer, or any individual named in this Buyer Listing Contract to receive documents or notices for such party, at the electronic address of the recipient by facsimile, email or \_\_\_\_\_\_\_.
  - **26.3.** Electronic Delivery. Electronic Delivery of documents 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.
- 272 **26.4. Choice of Law.** This Buyer Listing Contract 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.
- 275 **27. MODIFICATION OF THIS CONTRACT.** No subsequent modification of any of the terms of this Buyer Listing Contract is valid, binding upon the parties, or enforceable unless in writing and signed by the parties.
- 277 **28. COUNTERPARTS.** This Buyer Listing Contract may be executed by each of the parties separately and when so executed by all the parties, such copies taken together are deemed to be a full and complete contract between the parties.
- 279 **29. ENTIRE AGREEMENT.** This agreement constitutes the entire contract between the parties and any prior agreements, whether oral or written, have been merged and integrated into this Buyer Listing Contract.
- 30. COPY OF CONTRACT. Buyer acknowledges receipt of a copy of this Buyer Listing Contract signed by Broker, including all attachments.
- 31. MEGAN'S LAW. If the presence of a registered sex offender is a matter of concern to Buyer, Buyer understands that Buyer must contact local law enforcement officials regarding obtaining such information.

Brokerage Firm:

Brokerage Firm authorizes Broker to execute this Buyer Listing Contract on behalf of Brokerage Firm.

Buyer's Signature Date	Broker's Signature Date
Street Address	Brokerage Firm Street Address
City, State, Zip	Brokerage Firm City, State, Zip
Phone No.	Broker Phone No.
Fax No.	Broker Fax No.
Email Address	Broker Email Address
Buyer's Signature Date	
Street Address	
City, State, Zip	
Phone No.	
Fax No	

For Educational Purposes On