

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(BC60-6-24) (Mandatory 8-24) **Draft #10 7-09-24**

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

Compensation charged by brokerage firms is not set by law and is fully negotiable.

DIFFERENT BROKERAGE RELATIONSHIPS ARE AVAILABLE WHICH INCLUDE BUYER AGENCY, SELLER AGENCY, OR TRANSACTION-BROKERAGE.

EXCLUSIVE RIGHT-TO-BUY LISTING CONTRACT

BUYER AGENCY TRANSACTION-BROKERAGE

Date: _____

1. AGREEMENT. Buyer and Brokerage Firm enter into this exclusive, irrevocable contract (Buyer Listing Contract) and agree to its provisions. Broker, on behalf of Brokerage Firm, agrees to provide brokerage services to Buyer. Brokerage Firm will receive compensation as set forth in this Buyer Listing Contract.

2. BROKER AND BROKERAGE FIRM.

2.1. Multiple-Person Firm. If this box is checked, "Broker" (as defined below) is the individual designated by Brokerage 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 individual is so designated, then references in this Buyer Listing Contract to Broker includes all persons so designated, including 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.

2.2. One-Person Firm. If this box is checked, Broker (as defined below) is a brokerage firm with only one licensed person. References in this Buyer Listing Contract to Broker or Brokerage Firm mean both the licensed person and brokerage firm, who serve as the Broker of Buyer and perform the services for Buyer required by this Buyer Listing Contract.

3. DEFINED TERMS.

3.1. Buyer: _____

3.2. Brokerage Firm: _____

3.3. Broker: _____

3.4. Property. Property means real estate which substantially meets the following requirements or is acceptable to Buyer:

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 acquire any interest in the Property, including a contract for sale or lease by the Buyer, directly or indirectly, or any other person or entity on whose behalf the Buyer acts. It also includes an agreement to acquire any ownership interest in an entity that owns the Property.

3.5.2. If this box is checked, Buyer authorizes Broker to negotiate a lease of the Property. Lease of Property or Lease means any agreement between a landlord and the Buyer to create a tenancy or leasehold interest in the Property.

3.6. Listing Period. The Listing Period of this Buyer Listing Contract begins on _____ and continues through the earlier of (1) completion of the Purchase of Property or Lease of Property or (2) _____ and any written extensions (Listing Period). Broker will continue to assist in the completion of any Purchase or Lease for which compensation is payable to Brokerage Firm under § 7 of this Buyer Listing Contract.

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,

53 Sunday, or federal or Colorado state holiday (Holiday), such deadline Will Will Not be extended to the next day that is not
54 a Saturday, Sunday, or Holiday. Should neither box be checked, the deadline will not be extended.

55 4. BROKERAGE RELATIONSHIP.

56 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
57 Agent). If the Transaction-Brokerage box at the top of page 1 is checked, Broker acts as a Transaction-Broker.

58 4.2. **In-Company Transaction – Different Brokers.** When the seller and Buyer in a transaction are working with different
59 brokers within the Brokerage Firm, those brokers continue to conduct themselves consistent with the brokerage relationships they
60 have established. Buyer acknowledges that Brokerage Firm is allowed to offer and pay compensation to brokers within Brokerage
61 Firm working with a seller.

62 4.3. **In-Company Transaction – One Broker.** If the seller and Buyer are both working with the same Broker, Broker will
63 function as:

64 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:

65 4.3.1.1. **Buyer Agency Unless Brokerage Relationship with Both.** Broker represents Buyer as Buyer's
66 Agent and must treat the seller as a customer. A customer is a party to a transaction with whom Broker has no brokerage relationship.
67 Broker must disclose to such customer the Broker's relationship with Buyer. However, if Broker delivers to Buyer a written Change
68 of Status that Broker has a brokerage relationship with the seller then Broker is working with both Buyer and seller as a Transaction
69 Broker. If the box in § 4.3.1.2. (**Buyer Agency Only**) is checked, § 4.3.1.2. (**Buyer Agency Only**) applies instead.

70 4.3.1.2. **Buyer Agency Only.** If this box is checked, Broker represents Buyer as Buyer's Agent and must treat
71 the seller as a customer.

72 4.3.2. **Transaction-Broker.** If the Transaction-Brokerage box at the top of page 1 is checked, or in the event neither
73 box is checked, Broker must work with Buyer as a Transaction-Broker. A Transaction-Broker must perform the duties described in
74 § 5 and facilitate purchase transactions without being an advocate or agent for either party. If the seller and Buyer are working with
75 the same Broker, Broker must continue to function as a Transaction-Broker.

76 5. **BROKERAGE DUTIES.** Broker, acting on behalf of Brokerage Firm as either a Transaction-Broker or a Buyer's Agent,
77 must perform the following **Uniform Duties** when working with Buyer:

78 5.1. Broker must exercise reasonable skill and care for Buyer, including but not limited to the following:

79 5.1.1. Performing the terms of any written or oral agreement with Buyer;

80 5.1.2. Presenting all offers to and from Buyer in a timely manner regardless of whether Buyer is already a party to a
81 contract for the Purchase or Lease of Property;

82 5.1.3. Disclosing to Buyer adverse material facts actually known by Broker;

83 5.1.4. Advising Buyer regarding the transaction and advising Buyer to obtain expert advice as to material matters about
84 which Broker knows but the specifics of which are beyond the expertise of Broker;

85 5.1.5. Accounting in a timely manner for all money and property received; and

86 5.1.6. Keeping Buyer fully informed regarding the transaction.

87 5.2. Broker must not disclose the following information without the informed consent of Buyer:

88 5.2.1. That Buyer is willing to pay more than the purchase or lease price offered for the Property;

89 5.2.2. What Buyer's motivating factors are;

90 5.2.3. That Buyer will agree to financing terms other than those offered; or

91 5.2.4. Any material information about Buyer unless disclosure is required by law or failure to disclose such information
92 would constitute fraud or dishonest dealing.

93 5.3. Buyer consents to Broker's disclosure of Buyer's confidential information to the supervising broker or designee for the
94 purpose of proper supervision, provided such supervising broker or designee does not further disclose such information without
95 consent of Buyer, or use such information to the detriment of Buyer.

96 5.4. Broker may show properties in which Buyer is interested to other prospective buyers without breaching any duty or
97 obligation to Buyer. Broker is not prohibited from showing competing buyers the same property and from assisting competing buyers
98 in attempting to purchase a particular property.

99 5.5. Broker is not obligated to seek other properties while Buyer is already a party to a contract for the Purchase or Lease of
100 Property.

101 5.6. Broker has no duty to conduct an independent inspection of the Property for the benefit of Buyer and has no duty to
102 independently verify the accuracy or completeness of statements made by a seller or independent inspectors. Broker has no duty to
103 conduct an independent investigation of Buyer's financial condition or to verify the accuracy or completeness of any statement made
104 by Buyer.

105 5.7. Broker must disclose to any prospective seller all adverse material facts actually known by Broker, including but not
106 limited to adverse material facts concerning Buyer's financial ability to perform the terms of the transaction and whether Buyer
107 intends to occupy the Property as a principal residence.

108 5.8. Buyer understands that Buyer is not liable for Broker's acts or omissions that have not been approved, directed, or ratified
109 by Buyer.

110 **6. ADDITIONAL DUTIES OF BUYER'S AGENT.** If the Buyer Agency box at the top of page 1 is checked, Broker is Buyer's
111 Agent, with the following additional duties:

- 112 **6.1.** Promoting the interests of Buyer with the utmost good faith, loyalty, and fidelity;
113 **6.2.** Seeking a price and terms that are acceptable to Buyer; and
114 **6.3.** Counseling Buyer as to any material benefits or risks of a transaction that are actually known by Broker.

115 **7. COMPENSATION TO BROKERAGE FIRM.** In consideration of the services to be performed by Broker, Brokerage Firm
116 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
117 approved by Buyer, in writing, Brokerage Firm is not entitled to receive additional compensation, bonuses, and incentives paid by
118 listing brokerage firm or seller.

119 **7.1. Brokerage Firm's Fee – Purchase.**

120 **7.1.1. Success Fee.** Brokerage Firm will be paid as follows:

121 **7.1.1.1. Amount.** A fee equal to _____% of the purchase price or \$ _____, except
122 as provided in § 7.1.1.2.

123 **7.1.1.2. Adjusted Amount.** See § 21 (Additional Provisions) or Other _____

124 **7.1.1.3. When Earned; When Payable – Purchase.** The Success Fee is earned by Brokerage Firm upon the
125 Purchase of Property and is payable upon closing of the transaction. If any transaction fails to close as a result of the seller's default
126 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 default, in
127 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 that the
128 closing of the transaction was to have occurred.

129 **7.1.2. Hourly Fee.** Brokerage Firm will be paid \$ _____ per hour for time spent by Broker pursuant to this
130 Buyer Listing Contract up to a maximum total fee of \$ _____. This hourly fee is payable to Brokerage Firm upon receipt of an
131 invoice from Brokerage Firm.

132 **7.1.3. Retainer Fee.** Buyer will pay Brokerage Firm a nonrefundable retainer fee of \$ _____ due and payable
133 upon signing of this Buyer Listing Contract. This amount Will Will Not be credited against other fees payable to Brokerage
134 Firm under this section.

135 **7.1.4. Other Compensation.** _____

136 **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
137 amounts paid by the listing brokerage firm or landlord:

138 **7.2.1. Amount.** \$ _____ per square _____, or _____,
139 except as provided in § 7.2.2.

140 **7.2.2. Adjusted Amount.** See § 21 (Additional Provisions) or Other _____

141 **7.2.3. Other.** _____

142 **7.2.4. When Earned; When Payable – Lease.** This Lease fee is earned upon the mutual execution of the Lease. One-
143 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
144 follows: _____

145 If the Lease, executed after the date of this Buyer Listing Contract, contains
146 an option to extend or renew, or if Buyer expands into additional space within the building or complex where the Property is located,
147 Brokerage Firm Will Will Not be paid a fee upon exercise of such extension or renewal option or expansion. If Brokerage
148 Firm is to be paid a fee for such extension, renewal or expansion, the amount of such fee and its payment are as follows:
149 _____

149 **7.3. Who Will Pay Brokerage Firm's Success Fee.**

150 **7.3.1. Seller's Brokerage Firm or Seller May Pay. Buyer IS Obligated to Pay.** Broker is authorized and instructed
151 to request payment of Brokerage Firm's Success Fee from one or both of the following: (1) the seller's brokerage firm; (2) seller.
152 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
153 discloses to Buyer the amount Buyer must pay, in writing and prior to Buyer entering into a contract with the seller.

154 **7.3.2. Buyer Will Pay.** Buyer is obligated to pay Brokerage Firm's Success Fee. Brokerage Firm is NOT entitled to
155 receive additional compensation, bonuses or incentives from listing brokerage firm, seller or any other source unless agreed to by
156 Buyer in writing.

157
158 If no box is checked above, then § 7.3.1. (**Listing Brokerage Firm or Seller May Pay. Buyer IS Obligated to Pay**) will apply.

159 **7.4. Holdover Period.** Brokerage Firm's Success Fee applies to Property contracted for (or leased if § 3.5.2. is checked)
160 during the Listing Period of this Buyer Listing Contract or any extensions and also applies to Property contracted for or leased within
161 _____ calendar days after the Listing Period expires (Holdover Period) (1) if the Property is one on which Broker negotiated and (2)
162 if Broker submitted its address or other description in writing to Buyer during the Listing Period (Submitted Property). However,
163 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
164 is earned by another brokerage firm acting pursuant to an exclusive agreement with Buyer entered into during the Holdover Period,
165 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
166 Brokerage Firm's Success Fee to Brokerage Firm.

167 **8. LIMITATION ON THIRD-PARTY COMPENSATION.** Neither Broker nor Brokerage Firm, except as set forth in § 7 will
168 accept compensation from any other person or entity in connection with the Property without the written consent of Buyer.
169 Additionally, neither Broker nor Brokerage Firm is permitted to assess and receive mark-ups or other compensation for services
170 performed by any third party or affiliated business entity unless Buyer signs a separate written consent for such services.

171 **9. BUYER'S OBLIGATIONS TO BROKER.** Buyer agrees to conduct all negotiations for the Property only through Broker
172 and to refer to Broker all communications received in any form from brokers, prospective sellers, or any other source during the
173 Term of this Buyer Listing Contract. Buyer represents that Buyer **Is** **Is Not** currently a party to any agreement with any other
174 broker to represent or assist Buyer in the location or Purchase or Lease of Property. Buyer further represents that Buyer **Has**
175 **Has Not** received a list of any "Submitted Property" pursuant to a previous listing agreement to purchase or lease Property with
176 any other broker.

177 **10. DEFAULT; RIGHT TO CANCEL.** If any obligation is not performed timely as provided in this Contract, the non-defaulting
178 party has the following remedies:

179 **10.1. If Broker is in Default.** In the event the Broker fails to substantially perform under this Buyer Listing Contract, Buyer
180 has the right to cancel this Buyer Listing Contract, including all rights of Brokerage Firm to damages. Any rights of Buyer that
181 accrued prior to cancellation will survive such cancellation.

182 **10.2. If Buyer is in Default.** In the event the Buyer fails to substantially perform under this Buyer Listing Contract including
183 Buyer's failure to reasonably cooperate with Broker, Brokerage Firm may cancel this Buyer Listing Contract upon written notice to
184 Buyer. Any rights of Brokerage Firm that accrued prior to cancellation will survive such cancellation to include Brokerage Firm's
185 damages. Such damages may include, but are not limited to, the Broker's out-of-pocket costs or the amount of compensation Broker
186 would have earned under § 7.

187 **11. COST OF SERVICES OR PRODUCTS OBTAINED FROM OUTSIDE SOURCES.** Broker will not obtain or order
188 products or services from outside sources unless Buyer has agreed to pay for them promptly when due (e.g., surveys, radon tests,
189 soil tests, title reports, engineering studies, property inspections). Neither Broker nor Brokerage Firm is obligated to advance funds
190 for Buyer. Buyer must reimburse Brokerage Firm for payments made by Brokerage Firm for such products or services authorized
191 by Buyer.

192 **12. BROKERAGE SERVICES; SHOWING PROPERTIES.**

193 **12.1. Brokerage Services.** The following additional tasks will be performed by Broker:

194
195
196
197
198
199 **12.2. Showing Properties.** Buyer acknowledges that Broker has explained the possible methods used by listing brokers and
200 sellers to show properties and the limitations (if any) on Buyer and Broker being able to access properties due to such methods.
201 Broker's limitations on accessing properties are as follows: _____
202 Broker, through Brokerage Firm, has access to the following multiple listing services and property information services:
203 _____

204 **13. DISCLOSURE OF BUYER'S IDENTITY.** Broker **Does** **Does Not** have Buyer's permission to disclose Buyer's
205 identity to third parties without prior written consent of Buyer.

206 **14. DISCLOSURE OF SETTLEMENT SERVICE COSTS.** Buyer acknowledges that costs, quality, and extent of service vary
207 between different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

208 **15. WIRE AND OTHER FRAUDS.** Wire and other frauds occur in real estate transactions. Any time Buyer is supplying
209 confidential information such as social security numbers or bank account numbers, Buyer should provide the information in person
210 or in another secure manner.

211 **16. REMOVAL OF MARKETING MATERIAL.** Buyer acknowledges that marketing material used by the seller and the seller's
212 broker (e.g. videos, photos, etc.) may be difficult, if not impossible, to remove from syndicators and the Internet and releases Broker
213 from any liability for Broker's inability to remove the information.

214 **17. NONDISCRIMINATION.** Buyer understands and agrees that the Broker may not violate federal, state, or local fair housing
215 laws.

216 **18. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this document, Buyer acknowledges that Broker has
217 advised that this document has important legal consequences and has recommended consultation with legal and tax or other counsel
218 before signing this Buyer Listing Contract.

219 **19. MEDIATION.** If a dispute arises relating to this Buyer Listing Contract, prior to or after closing, and is not resolved, the parties
220 must first proceed in good faith to submit the matter to mediation. Mediation is a process in which the parties meet with an impartial
221 person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to
222 the dispute must agree, in writing, before any settlement is binding. The parties will jointly appoint an acceptable mediator and will
223 share equally in the cost of such mediation. The mediation, unless otherwise agreed, will terminate in the event the entire dispute is
224 not resolved within 30 calendar days of the date written notice requesting mediation is delivered by one party to the other at the other
225 party's last known address.

226 **20. ATTORNEY FEES.** In the event of any arbitration or litigation relating to this Buyer Listing Contract, the arbitrator or court
227 must award to the prevailing party all reasonable costs and expenses, including attorney and legal fees.

228 **21. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate Commission.)
229
230
231
232

233 **22. ATTACHMENTS.** The following are a part of this Buyer Listing Contract:
234
235
236

237 **23. NO OTHER PARTY OR INTENDED BENEFICIARIES.** Nothing in this Buyer Listing Contract is deemed to inure to the
238 benefit of any person other than Buyer, Broker, and Brokerage Firm.

239 **24. NOTICE, DELIVERY AND CHOICE OF LAW.**

240 **24.1. Physical Delivery and Notice.** Any document or notice to Brokerage Firm or Buyer must be in writing, except as
241 provided in § 24.2. and is effective when physically received by such party, or any individual named in this Buyer Listing Contract
242 to receive documents or notices for such party.

243 **24.2. Electronic Notice.** As an alternative to physical delivery, any notice may be delivered in electronic form to Brokerage
244 Firm or Buyer, or any individual named in this Buyer Listing Contract to receive documents or notices for such party, at the electronic
245 address of the recipient by facsimile, email or _____.

246 **24.3. Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by: (1) email at the email address
247 of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the
248 documents, or (3) facsimile at the facsimile number (Fax No.) of the recipient.

249 **24.4. Choice of Law.** This Buyer Listing Contract and all disputes arising hereunder are governed by and construed in
250 accordance with the laws of the state of Colorado that would be applicable to Colorado residents who sign a contract in Colorado
251 for real property located in Colorado.

252 **25. MODIFICATION OF THIS CONTRACT.** No subsequent modification of any of the terms of this Buyer Listing Contract
253 is valid, binding upon the parties, or enforceable unless in writing and signed by the parties.

254 **26. COUNTERPARTS.** This Buyer Listing Contract may be executed by each of the parties separately and when so executed by
255 all the parties, such copies taken together are deemed to be a full and complete contract between the parties.

256 **27. ENTIRE AGREEMENT.** This agreement constitutes the entire contract between the parties and any prior agreements, whether
257 oral or written, have been merged and integrated into this Buyer Listing Contract.

258 **28. COPY OF CONTRACT.** Buyer acknowledges receipt of a copy of this Buyer Listing Contract signed by Broker, including
259 all attachments.

260 **29. MEGAN'S LAW.** If the presence of a registered sex offender is a matter of concern to Buyer, Buyer understands that Buyer
261 must contact local law enforcement officials regarding obtaining such information.

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

263 **Buyer:**

264

265

266

267 _____
Buyer's Signature Date

268

269 _____
Street Address

270

271 _____
City, State, Zip

272

273 _____
Phone No.

274

275 _____
Fax No.

276

277 _____
Email Address

278

279

280

281 _____
Buyer's Signature Date

282

283 _____
Street Address

284

285 _____
City, State, Zip

286

287 _____
Phone No.

288

289 _____
Fax No.

290

291 _____
Email Address

Brokerage Firm:

Broker's Signature Date

Brokerage Firm Street Address

Brokerage Firm City, State, Zip

Broker Phone No.

Broker Fax No.

Broker Email Address

For Educational Purposes Only