

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(LC50-6-24) (Mandatory 8-24). **DRAFT #9 (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-SELL LISTING CONTRACT

SELLER AGENCY TRANSACTION-BROKERAGE

Date: _____

1. AGREEMENT. Seller and Brokerage Firm enter into this exclusive, irrevocable contract (Seller Listing Contract) and agree to its provisions. Broker, on behalf of Brokerage Firm, agrees to provide brokerage services to Seller. Seller agrees to pay Brokerage Firm as set forth in this Seller 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 Seller and to perform the services for Seller required by this Seller Listing Contract. If more than one individual is so designated, then references in this Seller Listing Contract to Broker include 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 Seller Listing Contract to Broker or Brokerage Firm mean both the licensed person and brokerage firm who serve as the Broker of Seller and perform the services for Seller required by this Seller Listing Contract.

3. DEFINED TERMS.

3.1. Seller: _____

3.2. Brokerage Firm: _____

3.3. Broker: _____

3.4. Property. The Property is the following legally described real estate in the County of _____, Colorado:

known as No. _____,
Street Address City State Zip

together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto, and all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded.

3.5. Affordable Housing. If this box is checked, Seller represents, to the best of Seller's actual knowledge, the Property IS part of an affordable housing program. If this box is NOT checked, Seller represents that Property is NOT part of an affordable housing program.

3.6. Sale; Lease.

3.6.1. A "Sale" of the Property is the voluntary transfer or exchange of any interest in the Property or the voluntary creation of the obligation to convey any interest in the Property, including a contract or lease. It also includes an agreement to transfer any ownership interest in an entity which owns the Property.

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

47 **3.7. Listing Period.** The Listing Period of this Seller Listing Contract begins on _____ ,
48 and continues through the earlier of (1) completion of the Sale or, if applicable, Lease of the Property or (2) _____,
49 and any written extensions (Listing Period). Broker must continue to assist in the completion of any Sale or Lease of the Property
50 for which compensation is due and payable to Brokerage Firm under § 7 of this Seller Listing Contract.

51 **3.8. Applicability of Terms.** A check or similar mark in a box means that such provision is applicable. The abbreviation
52 "N/A" or the word "Deleted" means not applicable. The abbreviation "MEC" (mutual execution of this contract) means the date upon
53 which both parties have signed this Seller Listing Contract.

54 **3.9. Day; Computation of Period of Days, Deadline.**

55 **3.9.1. Day.** As used in this Seller Listing Contract, the term "day" means the entire day ending at 11:59 p.m., United
56 States Mountain Time (Standard or Daylight Savings as applicable).

57 **3.9.2. Computation of Period of Days, Deadline.** In computing a period of days, when the ending date is not
58 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,
59 Sunday, or federal or Colorado state holiday (Holiday), such deadline Will Will Not be extended to the next day that is not
60 a Saturday, Sunday, or Holiday. Should neither box be checked, the deadline will not be extended.

61 **4. BROKERAGE RELATIONSHIP.**

62 **4.1.** If the Seller Agency box at the top of page 1 is checked, Broker represents Seller as Seller's limited agent (Seller's
63 Agent). If the Transaction-Brokerage box at the top of page 1 is checked, Broker acts as a Transaction-Broker.

64 **4.2. In-Company Transaction – Different Brokers.** When Seller and buyer in a transaction are working with different
65 brokers within the Brokerage Firm, those brokers continue to conduct themselves consistent with the brokerage relationships they
66 have established. Seller acknowledges that Brokerage Firm is allowed to offer and pay compensation to brokers within Brokerage
67 Firm working with a buyer.

68 **4.3. In-Company Transaction – One Broker.** If Seller and buyer are both working with the same Broker, Broker must
69 function as:

70 **4.3.1. Seller's Agent.** If the Seller Agency box at the top of page 1 is checked, the parties agree the following applies:

71 **4.3.1.1. Seller Agency Unless Brokerage Relationship with Both.** Broker represents Seller as Seller's Agent
72 and must treat the buyer as a customer. A customer is a party to a transaction with whom Broker has no brokerage relationship.
73 Broker must disclose to such customer the Broker's relationship with Seller. However, if Broker delivers to Seller a written Change
74 of Status that Broker has a brokerage relationship with the buyer then Broker is working with both Seller and buyer as a Transaction
75 Broker. If the box in § 4.3.1.2. (Seller Agency Only) is checked, § 4.3.1.2 (Seller Agency Only) applies instead.

76 **4.3.1.2. Seller Agency Only.** If this box is checked, Broker represents Seller as Seller's Agent and must treat
77 the buyer as a customer.

78 **4.3.2. Transaction-Broker.** If the Transaction-Brokerage box at the top of page 1 is checked, or in the event neither
79 box is checked, Broker must work with Seller as a Transaction-Broker. A Transaction-Broker must perform the duties described in
80 § 5 and facilitate sales transactions without being an advocate or agent for either party. If Seller and buyer are working with the same
81 Broker, Broker must continue to function as a Transaction-Broker.

82 **5. BROKERAGE DUTIES.** Broker, on behalf of Brokerage Firm as either a Transaction-Broker or a Seller's Agent, must
83 perform the following "Uniform Duties" when working with Seller:

84 **5.1.** Broker must exercise reasonable skill and care for Seller, including, but not limited to the following:

85 **5.1.1.** Performing the terms of any written or oral agreement with Seller;

86 **5.1.2.** Presenting all offers to and from Seller in a timely manner regardless of whether the Property is subject to a
87 contract for Sale;

88 **5.1.3.** Disclosing to Seller adverse material facts actually known by Broker;

89 **5.1.4.** Advising Seller regarding the transaction and advising Seller to obtain expert advice as to material matters
90 about which Broker knows but the specifics of which are beyond the expertise of Broker;

91 **5.1.5.** Accounting in a timely manner for all money and property received; and

92 **5.1.6.** Keeping Seller fully informed regarding the transaction.

93 **5.2.** Broker must not disclose the following information without the informed consent of Seller:

94 **5.2.1.** That Seller is willing to accept less than the asking price for the Property;

95 **5.2.2.** What the motivating factors are for Seller to sell the Property;

96 **5.2.3.** That Seller will agree to financing terms other than those offered;

97 **5.2.4.** Any material information about Seller unless disclosure is required by law or failure to disclose such
98 information would constitute fraud or dishonest dealing; or

99 **5.2.5.** Any facts or suspicions regarding circumstances that could psychologically impact or stigmatize the Property.

100 **5.3.** Seller consents to Broker's disclosure of Seller's confidential information to the supervising broker or designee for the
101 purpose of proper supervision, provided such supervising broker or designee does not further disclose such information without
102 consent of Seller, or use such information to the detriment of Seller.

103 **5.4.** Brokerage Firm may have agreements with other sellers to market and sell their properties. Broker may show alternative
104 properties not owned by Seller to other prospective buyers and list competing properties for sale.

105 **5.5.** Broker is not obligated to seek additional offers to purchase the Property while the Property is subject to a contract for
106 Sale.

107 **5.6.** Broker has no duty to conduct an independent inspection of the Property for the benefit of a buyer and has no duty to
108 independently verify the accuracy or completeness of statements made by Seller or independent inspectors. Broker has no duty to
109 conduct an independent investigation of a buyer's financial condition or to verify the accuracy or completeness of any statement
110 made by a buyer.

111 **5.7.** Seller understands that Seller is not liable for Broker's acts or omissions that have not been approved, directed, or
112 ratified by Seller.

113 **5.8.** When asked, Broker Will Will Not disclose to prospective buyers and cooperating brokers the existence of
114 offers on the Property and whether the offers were obtained by Broker, a broker within Brokerage Firm, or by another broker. If
115 Broker wishes to disclose the terms of any offer, Broker must first obtain the Seller's written consent.

116 **6. ADDITIONAL DUTIES OF SELLER'S AGENT.** If the Seller Agency box at the top of page 1 is checked, Broker is a
117 Seller's Agent, with the following additional duties:

118 **6.1.** Promoting the interests of Seller with the utmost good faith, loyalty, and fidelity;

119 **6.2.** Seeking a price and terms that are set forth in this Seller Listing Contract; and

120 **6.3.** Counseling Seller as to any material benefits or risks of a transaction that are actually known by Broker.

121 **7. COMPENSATION TO BROKERAGE FIRM; COMPENSATION TO BUYER BROKERAGE FIRM.** Seller agrees that
122 any Brokerage Firm compensation that is conditioned upon the Sale of the Property will be earned by Brokerage Firm as set forth
123 herein without any discount or allowance for any efforts made by Seller or by any other person in connection with the Sale of the
124 Property.

125 **7.1. Amount.** In consideration of the services to be performed by Broker, Seller agrees to pay Brokerage Firm as follows:

126 **7.1.1. Sale Compensation.** (1) ___% of the gross purchase price or (2) _____,
127 in U.S. dollars.

128 **7.1.1.1.** If buyer's brokerage firm: (i) procures a buyer; and (ii) the transaction results in a closing of the
129 Sale of the Property to such buyer, Seller's Brokerage Firm may enter into a compensation agreement with buyer's brokerage firm
130 to contribute from the Sale Compensation an amount of ___% of the gross purchase price or \$_____, in U.S. dollars to buyer's
131 brokerage firm.

132 **7.1.1.2.** If Seller agrees to pay the buyer's brokerage firm pursuant to the contract between buyer
133 and Seller, Seller's compensation to Seller's Brokerage Firm will be reduced by that amount not to exceed the buyer's brokerage
134 firm compensation set forth in §7.1.1.1.

135 **7.1.2. Lease Compensation.** If the box in § 3.6.2. is checked, Brokerage Firm will be paid a fee equal to (1) ___%
136 of the gross rent under the lease, or (2) _____, in U.S. dollars, payable as follows: _____.
137 Brokerage Firm agrees to contribute from the Lease Compensation to tenant's brokerage firm an amount of _____% of the
138 gross rent or \$_____, in U.S. dollars if: (i) tenant's brokerage firm procures the tenant; and (ii) the tenant enters into a lease with
139 owner or owner's agent for the Property.

140 **7.1.3. Other Compensation.** _____

141 **7.2. When Earned.** Such compensation is earned upon the occurrence of any of the following:

142 **7.2.1.** Any Sale of the Property within the Listing Period by Seller, by Broker or by any other person;

143 **7.2.2.** Broker finding a buyer who is ready, willing and able to complete the Sale or Lease as specified in this Seller
144 Listing Contract; or

145 **7.2.3.** Any Sale (or Lease if § 3.6.2. is checked) of the Property within ___ calendar days after the Listing Period
146 expires (Holdover Period) (1) to anyone with whom Broker negotiated and (2) whose name was submitted, in writing, to Seller by
147 Broker during the Listing Period (Submitted Prospect). However, Seller Will Will Not owe the compensation to Brokerage
148 Firm under this § 7.2.3. if compensation is earned by another licensed brokerage firm acting pursuant to an exclusive agreement
149 entered into during the Holdover Period and a Sale or Lease to a Submitted Prospect is consummated. If no box is checked in this
150 § 7.2.3., then Seller does not owe the compensation to Brokerage Firm.

151 **7.3. When Applicable and Payable.** The compensation obligation applies to a Sale made during the Listing Period or any
152 extension of such original or extended term. The compensation described in § 7.1.1. is payable at the time of the closing of the Sale,
153 or, if there is no closing (due to the refusal or neglect of Seller) then on the contracted date of closing, as contemplated by § 7.2.1.
154 or § 7.2.3., or upon fulfillment of § 7.2.2. where the offer made by such buyer is not accepted by Seller.

155 **8. LIMITATION ON THIRD-PARTY COMPENSATION.** Neither Broker nor Brokerage Firm, except as set forth in § 7, will
156 accept compensation from any other person or entity in connection with the Property without the written consent of Seller.

157 Additionally, neither Broker nor Brokerage Firm is permitted to assess or receive mark-ups or other compensation for services
158 performed by any third party or affiliated business entity unless Seller signs a separate written consent for such services.

159 **9. OTHER BROKERS' ASSISTANCE, MULTIPLE LISTING SERVICES (MLS) AND MARKETING.** Seller has been
160 advised by Broker of the advantages and disadvantages of various marketing methods, including advertising and the use of multiple
161 listing services (MLS) and various methods of making the Property accessible by other brokerage firms (e.g., using lock boxes, by-
162 appointment-only showings, etc.) and whether some methods may limit the ability of another broker to show the Property. After
163 having been so advised, Seller has chosen the following:

164 **9.1. MLS/Information Exchange.**

165 **9.1.1.** The Property **Will** **Will Not** be submitted to one or more MLS and **Will** **Will Not** be submitted
166 to one or more property information exchanges. If submitted, Seller authorizes Broker to provide a copy of this Seller Listing
167 Contract to the MLS or information exchange, if requested, timely provide notice of any listing status change (e.g.: active, under
168 contract, pending, sold) to such MLS and information exchanges, and, upon transfer of deed from Seller to buyer, provide all required
169 sales information to such MLS and information exchanges.

170 **9.1.2.** Seller authorizes the use of electronic and all other marketing methods except: _____.

171 **9.1.3.** Seller further authorizes use of the data by MLS and property information exchanges, if any.

172 **9.1.4.** The Property Address **Will** **Will Not** be displayed on the Internet.

173 **9.1.5.** The Property Listing **Will** **Will Not** be displayed on the Internet.

174 **9.2. Property Access.**

175 **9.2.1.** Broker may access the Property by:

176 Electronic Lock Box

Manual Lock Box

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178 Other instructions: _____

179 **9.2.2.** Other than Broker, Seller further authorizes the following persons to access the Property using the method
180 described in § 9.2.1.

181 Actively Licensed Real Estate Brokers

Licensed Appraisers

182 Unlicensed Broker Assistants

Unlicensed Inspectors

183 Other: _____

184 **9.3. Broker Marketing.**

185 **9.3.1.** The following specific marketing tasks will be performed by Broker:

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211 **10.3. No Existing Listing Agreement.** Seller represents that Seller **Is** **Is Not** currently a party to any listing
212 agreement with any other broker to sell the Property. Seller further represents that Seller **Has** **Has Not** received a list of
213 "Submitted Prospects" pursuant to a previous listing agreement to sell the Property with any other broker.

214 **10.4. Ownership of Materials and Consent.** Seller represents that all materials (including all photographs, renderings,
215 images, videos, or other creative items) supplied to Broker by or on behalf of Seller are owned by Seller, except as Seller has
216 disclosed in writing to Broker. Seller is authorized and grants to Broker, Brokerage Firm, and any MLS (that Broker submits the
217 Property to) a nonexclusive irrevocable, royalty-free license to use such material for marketing of the Property, reporting as required
218 as well as the publishing, display, and reproduction of such material, compilation, and data. This license survives the termination of
219 this Seller Listing Contract. Unless agreed to otherwise, all materials provided by Broker (photographs, renderings, images, videos,
220 or other creative items) may not be used by Seller for any reason.

221 **10.5. Colorado Foreclosure Protection Act.** The Colorado Foreclosure Protection Act (Act) generally applies if (1) the
222 Property is residential, (2) Seller resides in the Property as Seller's principal residence, (3) buyer's purpose in purchase of the
223 Property is not to use the Property as buyer's personal residence, and (4) the Property is in foreclosure or buyer has notice that any
224 loan secured by the Property is at least thirty (30) days delinquent or in default. If all requirements 1, 2, 3, and 4 are met and the Act
225 otherwise applies, then a contract between buyer and Seller for the sale of the Property that complies with the provisions of the Act
226 is required. If the transaction is a Short Sale transaction and a Short Sale Addendum is part of the Contract between Seller and buyer,
227 the Act does not apply. It is recommended that Seller consult with an attorney.

228 **11. PRICE AND TERMS.** The following Price and Terms are acceptable to Seller:

229 **11.1. Price.** U.S. \$ _____

230 **11.2. Terms.** **Cash** **Conventional** **FHA** **VA** **Other:** _____

231 **11.3. Loan Discount Points.** _____

232 **11.4. Buyer's Closing Costs (FHA/VA).** Seller must pay closing costs and fees, not to exceed \$ _____, that Buyer
233 is not allowed by law to pay, for tax service and _____.

234 **11.5. Earnest Money.** Minimum amount of earnest money deposit U.S. \$ _____ in the form of _____

235 **11.6. Seller Proceeds.** Seller will receive net proceeds of closing as indicated: **Cashier's Check** at Seller's expense;
236 **Funds Electronically Transferred (Wire Transfer)** to an account specified by Seller, at Seller's expense; or **Closing**
237 **Company's Trust Account Check.** Wire and other frauds occur in real estate transactions. Any time Seller is supplying confidential
238 information such as social security numbers or bank account numbers, Seller should provide the information in person or in another
239 secure manner.

240 **11.7. FIRPTA.** Pursuant to the Foreign Investment in Real Property Tax Act (FIRPTA), the Internal Revenue Service (IRS)
241 may require a substantial portion of Seller's proceeds be withheld after Closing when Seller is a foreign person. If the box in this
242 Section is checked, Seller represents that Seller **IS** a foreign person for purposes of U.S. income taxation and authorizes Broker
243 to disclose such status. If the box in this Section is not checked, Seller represents that Seller is not a foreign person for purposes of
244 U.S. income taxation.

245 **11.8. Colorado Withholding.** If Seller is not exempt, the Colorado Department of Revenue may require a portion of the
246 Seller's proceeds be withheld after Closing when Seller will not be a Colorado resident after Closing.

247 **12. DEPOSITS.** Brokerage Firm is authorized to accept earnest money deposits received by Broker pursuant to a proposed contract
248 for the Sale of the Property. Brokerage Firm is authorized to deliver the earnest money deposit to the closing agent, if any, at or
249 before the closing of the contract for the Sale of the Property.

250 **13. INCLUSIONS AND EXCLUSIONS.**

251 **13.1. Inclusions.** The Purchase Price includes the following items (Inclusions):

252 **13.1.1. Inclusions – Attached.** If attached to the Property on the date of this Seller Listing Contract, the following
253 items are included unless excluded under §13.2. (Exclusions): lighting, heating, plumbing, ventilating and air conditioning units, TV
254 antennas, inside telephone, network and coaxial (cable) wiring and connecting blocks/jacks, plants, mirrors, floor coverings,
255 intercom systems, built-in kitchen appliances, sprinkler systems and controls, built-in vacuum systems (including accessories) and
256 garage door openers (including _____ remote controls). If checked, the following are owned by the Seller and included (leased
257 items should be listed under §13.1.6. (Leased Items)): **None** **Solar Panels** **Water Softeners** **Security Systems**
258 **Satellite Systems** (including satellite dishes). If any additional items are attached to the Property after the date of this Seller Listing
259 Contract, such additional items are also included.

260 **13.1.2. Inclusions – Not Attached.** If on the Property, whether attached or not, on the date of this Seller Listing
261 Contract, the following items are included unless excluded under §13.2. (Exclusions): storm windows, storm doors, window and
262 porch shades, awnings, blinds, screens, window coverings and treatments, curtain rods, drapery rods, fireplace inserts, fireplace
263 screens, fireplace grates, heating stoves, storage sheds, carbon monoxide alarms, smoke/fire detectors, and all keys.

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265 **13.1.3. Other Inclusions.** The following items, whether fixtures or personal property, are also included in the
266 Purchase Price:

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276 **13.1.4. Encumbered Inclusions.** Any Inclusions owned by Seller (e.g., owned solar panels) must be conveyed at
277 Closing by Seller free and clear of all taxes (except personal property and general real estate taxes for the year of Closing), liens and
278 encumbrances, except:

279 **13.1.6. Leased Items.**

280 **13.1.6.1.** The following leased items are part of the transaction:

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287 **13.1.6.2. Lease Documents.** Seller agrees to supply to buyer, as will be set forth in the final contract
288 between Seller and buyer, the documents between Seller and Seller's lessor regarding the lease, leased item, cost, and other terms
289 including requirements imposed upon a buyer if buyer is assuming the leases.

290 **13.2. Exclusions.** The following are excluded (Exclusions):

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298 **13.3. Trade Fixtures.** The following trade fixtures are included: _____.

299 The Trade Fixtures to be conveyed at closing must be conveyed by Seller, free and clear of all taxes (except personal property
300 taxes for the year of closing), liens and encumbrances, except _____.
301 Conveyance will be by bill of sale or other applicable legal instrument.

302 **13.4. Parking and Storage Facilities.** The use or ownership of the following parking facilities: _____
303 _____; and the use or
304 ownership of the following storage facilities: _____.

305 **13.5. Water Rights/Well Rights.**

306 **13.5.1. Deeded Water Rights.** The following legally described water rights:

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315 Seller agrees to convey any deeded water rights by a good and sufficient _____ deed at Closing.

316 **13.5.2. Other Rights Relating to Water.** The following rights relating to water not included in §§ 13.5.1., 13.5.3.,
317 and 13.5.4.:

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- 13.5.3. **Well Rights.** The Well Permit # is _____.
- 13.5.4. **Water Stock Certificates.** The water stock certificates are as follows:

13.6. **Growing Crops.** The following growing crops:

338 **14. TITLE AND ENCUMBRANCES.**

339 **14.1. Seller Representation.** Seller represents that title to the Property is solely in Seller's name.

340 **14.2. Delivery of Documents.** Seller must deliver to Broker true copies of all relevant title materials, leases, improvement
341 location certificates and surveys in Seller's possession and must disclose all easements, liens, and other encumbrances, if any, on
342 the Property, of which Seller has knowledge.

343 **14.3. Conveyance.** In case of Sale, Seller agrees to convey the Property by a good and sufficient: special warranty
344 deed general warranty deed bargain and sale deed quit claim deed personal representative's deed
345 _____ deed. If title will be conveyed using a special warranty deed or a general warranty deed,
346 unless otherwise specified in § 28 (Additional Provisions) below, title will be conveyed "subject to statutory exceptions" as
347 defined in § 38-30-113, C.R.S. Seller's conveyance of the Property to a buyer will convey only that title Seller has in the Property.

348 **14.4. Monetary Encumbrances.** Property must be conveyed free and clear of all taxes, except the general taxes for the
349 year of closing. All monetary encumbrances (such as mortgages, deeds of trust, liens, financing statements) must be paid by Seller
350 and released except as Seller and buyer may otherwise agree. Existing monetary encumbrances are as follows:
351 _____. If the Property has been or will be subject to any governmental liens for special improvements
352 installed at the time of signing a contract for the Sale of the Property, Seller is responsible for payment of same, unless otherwise
353 agreed.

354 **14.5. Tenancies.** The Property will be conveyed subject to the following leases and tenancies for possession of the
355 Property:

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360 **15. EVIDENCE OF TITLE.** Seller agrees to furnish buyer, at Seller's expense unless the parties agree in writing to a different
361 arrangement, a current commitment and an owner's title insurance policy in an amount equal to the Purchase Price as specified in
362 the contract for the Sale of the Property, or if this box is checked, **An Abstract of Title** certified to a current date.

363 **16. ASSOCIATION ASSESSMENTS.** Seller represents that the amount of the regular owners' association assessment is currently
364 payable at approximately \$ _____ per _____ and that there are no unpaid regular or special assessments against
365 the Property except the current regular assessments and except _____. Seller agrees to promptly
366 request the owners' association to deliver to buyer before date of closing a current statement of assessments against the Property.

367 **17. POSSESSION.** Possession of the Property will be delivered to buyer as follows: _____,
368 subject to leases and tenancies as described in § 14.

369 **18. MATERIAL DEFECTS, DISCLOSURES AND INSPECTION.**

370 **18.1. Broker's Obligations.** Colorado law requires a broker to disclose to any prospective buyer all adverse material facts
371 actually known by such broker including but not limited to adverse material facts pertaining to the title to the Property and the physical
372 condition of the Property, any material defects in the Property, and any environmental hazards affecting the Property which are required
373 by law to be disclosed. These types of disclosures may include such matters as structural defects, soil conditions, violations of health,
374 zoning or building laws, and nonconforming uses and zoning variances. Seller agrees that any buyer may have the Property and
375 Inclusions inspected and authorizes Broker to disclose any facts actually known by Broker about the Property.

376 **18.2. Seller's Obligations.**
377 **18.2.1. Seller's Property Disclosure Form.** Seller **Agrees** **Does Not Agree** to provide on or before the sale
378 contract's respective deadline a Seller's Property Disclosure form completed to Seller's current, actual knowledge. Colorado law
379 requires Seller to disclose certain facts regardless of whether Seller is providing a Seller's Property Disclosure form. Typically, the
380 contract requires disclosure of adverse material facts actually known by Seller.

381 **18.2.2. Lead-Based Paint.** Unless exempt, if the improvements on the Property include one or more residential
382 dwellings for which a building permit was issued prior to January 1, 1978, a completed Lead-Based Paint Disclosure (Sales) form
383 must be signed by Seller and the real estate licensees, and given to any potential buyer in a timely manner.

384 **18.2.3. Carbon Monoxide Alarms.** Note: If the improvements on the Property have a fuel-fired heater or appliance,
385 a fireplace, or an attached garage and one or more rooms lawfully used for sleeping purposes (Bedroom), Seller understands that
386 Colorado law requires that Seller assure the Property has an operational carbon monoxide alarm installed within fifteen feet of the
387 entrance to each Bedroom or in a location as required by the applicable building code, prior to offering the Property for sale or lease.

388 **18.2.4. Condition of Property.** The Property will be conveyed in the condition existing as of the date of the contract
389 for Sale or Lease of the Property, ordinary wear and tear excepted, unless Seller, at Seller's sole option, agrees in writing to any
390 repairs or other work to be performed by Seller.

391 **19. DEFAULT; RIGHT TO CANCEL.** If any obligation is not performed timely as provided in this Contract or waived, the non-
392 defaulting party has the following remedies:

393 **19.1. If Broker is in Default.** In the event the Broker fails to substantially perform under this Seller Listing Contract, Seller
394 has the right to cancel this Seller Listing Contract, including all rights of Brokerage Firm to any compensation. Any rights of Seller
395 to damages, if any, that accrued prior to cancellation will survive such cancellation.

396 **19.2. If Seller is in Default.** In the event the Seller fails to substantially perform under this Seller Listing Contract to include
397 Seller's or occupant's failure to reasonably cooperate with Broker, Brokerage Firm may cancel this Seller Listing Contract upon
398 written notice to Seller. Any rights of Brokerage Firm that accrued prior to cancellation will survive such cancellation, to include
399 Brokerage Firm's damages, if any.

400 **19.3. Additional Rights of Brokerage Firm to Cancel.** Brokerage Firm may cancel this Seller Listing Contract upon
401 written notice to Seller that title is not satisfactory to Brokerage Firm. Although Broker has no obligation to investigate or inspect
402 the Property and no duty to verify statements made, Brokerage Firm has the right to cancel this Seller Listing Contract if any of the
403 following are unsatisfactory: (1) the physical condition of the Property or Inclusions, (2) any proposed or existing transportation
404 project, road, street or highway, (3) any other activity, odor or noise (whether on or off the Property) and its effect or expected effect
405 on the Property or its occupants, or (4) any facts or suspicions regarding circumstances that could psychologically impact or
406 stigmatize the Property. In the event Brokerage Firm exercises its right to cancel under this provision, Brokerage Firm waives all
407 rights to pursue damages.

408 **20. FORFEITURE OF PAYMENTS.** In the event of a forfeiture of payments made by a buyer, the sums received will be:
409 (1) paid to Seller in its entirety; (2) divided between Brokerage Firm and Seller, one-half to Brokerage Firm but not to exceed
410 the Brokerage Firm compensation agreed upon herein, and the balance to Seller; (3) Other: _____.
411 If no box is checked in this Section, choice (1), paid to Seller in its entirety, applies. Any forfeiture of payment under this Section
412 will not reduce any Brokerage Firm compensation owed, earned and payable under § 7.

413 **21. COST OF SERVICES AND REIMBURSEMENT.** Unless otherwise agreed upon in writing, Brokerage Firm must bear all
414 expenses incurred by Brokerage Firm, if any, to market the Property and to compensate buyer's brokerage firms, if any. Neither
415 Broker nor Brokerage Firm will obtain or order any other products or services unless Seller agrees in writing to pay for them promptly
416 when due (e.g., surveys, radon tests, soil tests, title reports, engineering studies, property inspections). Unless otherwise agreed,
417 neither Broker nor Brokerage Firm is obligated to advance funds for Seller. Seller must reimburse Brokerage Firm for payments
418 made by Brokerage Firm for such products or services authorized by Seller.

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

421 **23. MAINTENANCE OF THE PROPERTY.** Neither Broker nor Brokerage Firm is responsible for maintenance of the Property
422 nor are they liable for damage of any kind occurring to the Property, unless such damage is caused by their negligence or intentional
423 misconduct.

424 **24. NONDISCRIMINATION.** The parties agree not to discriminate unlawfully against any prospective buyers because of their
425 inclusion in a "protected class" as defined by federal, state, or local law. "Protected classes" include, but are not limited to, race,
426 creed, color, sex, sexual orientation, gender identity, marital status, familial status, physical or mental disability, handicap, religion,
427 military status, hair style/texture, national origin, or ancestry of such person. Seller authorizes Broker to withhold any supplemental
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429 information about the prospective buyer if such information would disclose a buyer's protected class(es). However, any financial,
430 employment or credit worthiness information about the buyer received by Broker will be submitted to Seller. Seller understands and
431 agrees that the Broker may not violate federal, state, or local fair housing laws.

432 **25. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this document, Seller acknowledges that Broker
433 has advised that this document has important legal consequences and has recommended consultation with legal and tax or other
434 counsel before signing this Seller Listing Contract.

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

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

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

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457 **29. ATTACHMENTS.** The following are a part of this Seller Listing Contract:

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466 **30. NO OTHER PARTY OR INTENDED BENEFICIARIES.** Nothing in this Seller Listing Contract is deemed to inure to the
467 benefit of any person other than Seller, Broker, and Brokerage Firm.

468 **31. NOTICE, DELIVERY AND CHOICE OF LAW.**

469 **31.1. Physical Delivery and Notice.** Any document or notice to Brokerage Firm or Seller must be in writing, except as
470 provided in § 31.2. and is effective when physically received by such party, or any individual named in this Seller Listing Contract
471 to receive documents or notices for such party.

472 **31.2. Electronic Notice.** As an alternative to physical delivery, any notice may be delivered in electronic form to Brokerage
473 Firm or Seller, or any individual named in this Seller Listing Contract to receive documents or notices for such party, at the electronic
474 address of the recipient by facsimile, email or _____.

475 **31.3. Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by: (1) email at the email address
476 of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the
477 documents, or (3) facsimile at the facsimile number (Fax No.) of the recipient.

478 **31.4. Choice of Law.** This Seller Listing Contract and all disputes arising hereunder are governed by and construed in
479 accordance with the laws of the state of Colorado that would be applicable to Colorado residents who sign a contract in Colorado
480 for real property located in Colorado.

481 **32. MODIFICATION OF THIS SELLER LISTING CONTRACT.** No subsequent modification of any of the terms of this
482 Seller Listing Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties.

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

485 **34. ENTIRE AGREEMENT.** This agreement constitutes the entire contract between the parties and any prior agreements, whether
486 oral or written, have been merged and integrated into this Seller Listing Contract.

487 **35. COPY OF CONTRACT.** Seller acknowledges receipt of a copy of this Seller Listing Contract signed by Broker, including all
488 attachments.

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

490 **Seller:**

Brokerage Firm:

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Seller'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

Seller's Signature

Date

Street Address

City, State, Zip

Phone No.

Fax No.

Email Address