

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 real estate brokers is not set by law. Such charges are established by each real estate broker.

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

EXCLUSIVE RIGHT-TO-BUY CONTRACT
(BUYER AGENCY)
(FOR ALL TYPES OF PROPERTIES)

Date: ____ / ____ / ____

1. AGREEMENT. The parties agree that Buyer irrevocably engages Broker as Buyer's exclusive agent to represent Buyer in acquiring real estate as described in § 2c. Broker is the limited agent of Buyer and will represent only Buyer, except as stated in § 4 and § 10. Buyer agrees to conduct all negotiations for the Property only through Broker, and to refer to Broker all communications received in any form from real estate brokers, prospective sellers, or any other source during the Term of this contract. Buyer and Broker agree to the terms and conditions set forth in this contract.

2. DEFINED TERMS.

a. Buyer:

and any other person or entity on whose behalf the named party acts, directly or indirectly to Purchase the Property.

b. Broker:

Name of Company

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

d. Purchase. Purchase means the voluntary acquisition of any interest in the Property or the voluntary creation of the right to acquire any interest in the Property (including a contract or lease).

e. Term. The Term of this contract shall begin, _____, and shall continue until the earlier of (i) completion of the Purchase of the Property or (ii) _____. Broker shall continue to assist in the completion of any transaction for which a Success Fee is payable to Broker under § 7a.

f. Applicability of Terms. A check or similar mark in a box means that such provision is applicable. The abbreviation "N/A" means not applicable.

3. SHOWING PROPERTIES. Buyer acknowledges that Broker has explained the possible methods used by listing brokers and sellers to show properties and the limitations on Buyer and Broker being able to access properties due to such methods. Broker's showing limitations are: _____

4. IN-COMPANY TRANSACTION(S). When the same brokerage company represents or assists both parties to a transaction, it is called an In-Company Transaction. The following attached addendum applies to In-Company Transaction(s):

- Dual Agency Addendum
Transaction-Broker Addendum
None

5. BROKER'S SERVICES. Broker will exercise reasonable skill and care for Buyer, and make reasonable efforts to locate the Property.

a. Broker will promote the interests of Buyer with the utmost good faith, loyalty, and fidelity, including but not limited to:

- (1) Seeking a price and terms which are acceptable to Buyer, except that Broker shall not be obligated to seek other properties while Buyer is a party to a contract to purchase the Property;
(2) Procuring acceptance of any offer to purchase the Property and to assist in the completion of the transaction;
(3) Presenting all offers to and from Buyer in a timely manner, regardless of whether Buyer is already a party to a contract to purchase the Property;
(4) Disclosing to Buyer adverse material facts actually known to Broker;
(5) Counseling Buyer as to any material benefits or risks of the transaction which are actually known to Broker;

- 68 (6) Advising Buyer to obtain expert advice as to material matters about which Broker knows but the
69 specifics of which are beyond the expertise of Broker;
- 70 (7) Accounting in a timely manner for all money and property received, and
- 71 (8) Informing Buyer that Buyer may be vicariously liable for the acts of Broker when Broker is acting
72 within the scope of the agency relationship.
- 73 b. Broker shall **not** disclose to the seller or any other third party, without the informed consent of Buyer:
- 74 (1) That Buyer is willing to pay more than the purchase price for the Property;
- 75 (2) What Buyer's motivating factor(s) are;
- 76 (3) That Buyer will agree to financing terms other than those offered;
- 77 (4) Any material information about Buyer unless disclosure is required by law or failure to disclose
78 such information would constitute fraud or dishonest dealing; and
- 79 (5) Any facts or suspicions regarding circumstances which would psychologically impact or
80 stigmatize the Property.
- 81 c. Broker shall disclose to any prospective seller all adverse material facts actually known by Broker,
82 including but not limited to adverse material facts concerning Buyer's financial ability to perform the terms
83 of the transaction and whether Buyer intends to occupy the Property as a principal residence.
- 84 d. Broker shall make submissions to Buyer describing and identifying properties appearing to substantially
85 meet the criteria set forth in § 2c.

86 **6. COSTS OF SERVICES OR PRODUCTS OBTAINED FROM OUTSIDE SOURCES.** Broker will not obtain
87 or order products or services from outside sources unless Buyer has agreed to pay for them promptly when due (examples:
88 surveys, soil tests, radon tests, title reports, engineering studies, property inspections). Broker shall not be obligated to
89 advance funds for Buyer. Buyer shall reimburse Broker for payments made by Broker for such other products or services
90 authorized by Buyer.

91 **7. COMPENSATION TO BROKER.** In consideration of the services to be performed by Broker, Buyer shall pay
92 Broker as set forth in this Section, with no discount or allowance for any efforts made by Buyer or any other person.

93 a. **Success Fee.** Broker shall be paid a fee equal to the greater of _____ or _____ of the
94 purchase price. The Success Fee is earned upon the Purchase of the Property and is payable upon closing
95 of the transaction(s). If any transaction fails to close as a result of Seller's default, with no fault on the part
96 of Buyer, the Success Fee shall be waived. If any transaction fails to close as a result of Buyer's default, in
97 whole or in part, the Success Fee shall not be waived. This fee shall apply to Property contracted for during
98 the Term of this contract or any extension(s) and shall also apply to Property contracted for within
99 _____ days after this contract expires or is terminated (Holdover Period) if the Property is one on which
100 Broker negotiated and if Broker submitted its address in writing to Buyer during the Term. Provided,
101 however, if a commission is earned by another licensed real estate broker acting pursuant to an agreement
102 with Buyer entered into during the Holdover Period, Buyer shall owe no commission to Broker under this
103 subsection.

104 Broker is authorized and instructed to request payment of Broker's fee in any of the following indicated methods:

105 **By Listing Company**

106 **By Seller from the Transaction**

107 **Other:** _____

108 _____

109 Unless Broker is paid as set forth above, Buyer is obligated to pay Broker's fee.

- 110 b. **Hourly Fee.** Buyer shall pay to Broker at the rate of _____ per hour for time spent by Broker
111 pursuant to this contract, to be paid to Broker when billed to Buyer.
- 112 c. **Retainer Fee.** Buyer shall pay Broker a nonrefundable retainer fee of _____ due and payable
113 upon signing of this contract. This amount **Shall** **Shall Not** be credited against fees payable to
114 Broker in this § 7.
- 115 d. **Other.**

116

117

118

119

120 **8. LIMITATION ON THIRD-PARTY COMPENSATION.** Except as set forth in § 7, Broker shall not accept
121 compensation from the seller or the Listing Company, without the written consent of Buyer. Additionally, Broker shall not
122 be permitted to assess and receive mark-ups or other compensation for services performed by any third party or affiliated
123 business entity unless Buyer signs a separate written consent for such services.

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

126 **10. OTHER BUYERS.** Buyer acknowledges that under Colorado law, Broker may show properties in which Buyer is
127 interested to other prospective buyers without breaching any duty or obligation to Buyer.

128 **11. ASSIGNMENT BY BUYER.** Buyer shall not assign this contract without Broker's written consent.

129 **12. NONDISCRIMINATION.** The parties agree not to discriminate unlawfully against any prospective seller because
130 of the race, creed, color, sex, marital status, national origin, familial status, physical or mental handicap, religion or ancestry
131 of such person.

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

134 **14. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this document, Buyer acknowledges
135 that Broker has advised Buyer that this document has important legal consequences and has recommended consultation with
136 legal, tax or other counsel, before signing this contract.

137 **15. MEDIATION.** If a dispute arises relating to this contract, prior to or after Closing, and is not resolved, the parties
138 shall first proceed in good faith to submit the matter to mediation. Mediation is a process in which the parties meet with an

139 impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions.
140 The parties to the dispute must agree before any settlement is binding. The parties will jointly appoint an acceptable
141 mediator and will share equally in the cost of such mediation. The mediation, unless otherwise agreed, shall terminate in the
142 event the entire dispute is not resolved within thirty (30) calendar days from the date written notice requesting mediation is
143 sent by one party to the other(s).

144 **16. ATTORNEY FEES.** In case of arbitration or litigation between Buyer and Broker in their respective capacities, the
145 parties agree that costs and reasonable attorney fees shall be awarded to the prevailing party.

146 **17. ADDITIONAL PROVISIONS.** (The language of these additional provisions has not been approved by the
147 Colorado Real Estate Commission.)

148
149
150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191
192
193
194
195
196
197
198
199
200
201
202

18. ATTACHMENTS. The following exhibits, attachments, and addenda are a part of this contract:

19. FACSIMILE AND ELECTRONIC SIGNATURES. Signatures **May** **May Not** be evidenced by facsimile,
and **May** **May Not** be evidenced by electronic signatures. Documents with original signatures shall be provided
upon request of any party.

20. MODIFICATION OF THIS CONTRACT. No subsequent modification of any of the terms of this contract shall
be valid, binding upon the parties, or enforceable unless in writing and signed by the parties.

21. COUNTERPARTS. If more than one person is named as a Buyer herein, this contract may be executed by each
Buyer, individually, and when so executed, such copies taken together with one executed by Broker shall be deemed to be a
full and complete contract between the parties.

22. ENTIRE AGREEMENT. This contract constitutes the entire agreement between the parties and any prior
agreements, whether oral or written, have been merged and integrated into this contract.

23. COPY OF CONTRACT. Buyer acknowledges receipt of a copy of this contract signed by Broker, including all
attachments.

203
204
205
206
207
208
209
210
211
212
213
214
215
216
217
218

**BUYER AND BROKER ACKNOWLEDGE THAT BROKER HAS REVIEWED WITH BUYER
A COPY OF THE APPLICABLE COLORADO REAL ESTATE COMMISSION CONTRACT
TO BUY AND SELL REAL ESTATE FORM.**

Accepted:

Broker

By: _____

Date of Broker's Signature: _____

Broker's Address: _____

Broker's Telephone No.: _____

Broker's Fax No.: _____

Broker's Email Address: _____

Buyer

Buyer

Date of Buyer's Signature: _____

Buyer's Address: _____

Buyer's Telephone No.: _____

Buyer's Fax No.: _____

Buyer's Email Address: _____