

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 (TRANSACTION-BROKER) (FOR ALL TYPES OF PROPERTIES)

Date: ____ / ____ / ____

1. AGREEMENT. The parties agree that Buyer irrevocably engages Broker as Buyer's exclusive broker to assist Buyer in acquiring real estate as described in § 2c. Broker is not an agent or advocate of Buyer or seller. Broker will assist 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 § 7 a.

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 assists both parties to a transaction, it is called an In-Company Transaction. Broker shall continue to function as a Transaction-Broker in an In-Company Transaction(s). Broker shall not participate in any transaction in which Broker acts as a Transaction-Broker if Broker has any ownership interest in the Property.

5. BROKER'S SERVICES. Broker will make reasonable efforts to locate property, and to assist the parties in complying with the terms and conditions of any contract to purchase the Property, including closing the transaction.

- a. Broker will exercise reasonable skill and care for Buyer, including, but not limited to the following: (1) Presenting all offers to and from Buyer in a timely manner, regardless of whether Buyer is already a party to a contract to purchase Property; (2) Disclosing to Buyer any adverse material facts actually known to Broker, including, but not limited to adverse material facts pertaining to the title, the physical condition of the property, any defects in the property, and any environmental hazards affecting the Property required by law to be disclosed; (3) Advising Buyer regarding the transaction and suggesting Buyer obtain expert advice as to material matters about which Broker knows but the specifics of which are beyond the expertise of Broker; (4) Accounting in a timely manner for all money, property and things of value received; (5) Keeping Buyer and seller fully informed regarding the transaction; and

75 (6) Informing Buyer and seller that Buyer and seller shall not be vicariously liable for the acts of
76 Broker.
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- 78 b. Broker shall **not** disclose to the seller or any other third party, without the informed consent of Buyer:
79 (1) That Buyer is willing to pay more than the purchase price for the Property;
80 (2) What Buyer's motivating factor(s) are;
81 (3) That Buyer will agree to financing terms other than those offered;
82 (4) Any material information about Buyer unless disclosure is required by law or failure to disclose
83 such information would constitute fraud or dishonest dealing; and
84 (5) Any facts or suspicions regarding circumstances which would psychologically impact or
85 stigmatize the Property.
86 c. Broker shall disclose to any prospective seller all adverse material facts actually known by Broker,
87 including but not limited to adverse material facts concerning Buyer's financial ability to perform the terms
88 of the transaction and whether Buyer intends to occupy the Property as a principal residence.
89 d. Broker shall make submissions to Buyer describing and identifying properties appearing to substantially
90 meet the criteria set forth in § 2c.
91 e. Broker has no duty to Buyer to conduct an independent inspection of Property for the benefit of Buyer and
92 has no duty to independently verify the accuracy or completeness of statements made by the seller or
93 independent inspectors.
94

95 **6. COSTS OF SERVICES OR PRODUCTS OBTAINED FROM OUTSIDE SOURCES.** Broker will not obtain
96 or order products or services from outside sources unless Buyer has agreed to pay for them promptly when due (examples:
97 surveys, soil tests, radon tests, title reports, engineering studies, property inspections). Broker shall not be obligated to
98 advance funds for Buyer. Buyer shall reimburse Broker for payments made by Broker for such other products or services
99 authorized by Buyer.
100

101 **7. COMPENSATION TO BROKER.** In consideration of the services to be performed by Broker, Buyer shall pay
102 Broker as set forth in this Section, with no discount or allowance for any efforts made by Buyer or any other person.
103

104 a. **Success Fee.** Broker shall be paid a fee equal to the greater of _____ or _____ of the
105 purchase price. The Success Fee is earned upon the Purchase of the Property and is payable upon closing of the
106 transaction(s). If any transaction fails to close as a result of Seller's default, with no fault on the part of Buyer, the Success
107 Fee shall be waived. If any transaction fails to close as a result of Buyer's default, in whole or in part, the Success Fee shall
108 not be waived. This fee shall apply to Property contracted for during the Term of this contract or any extension(s) and shall
109 also apply to Property contracted for within _____ days after this contract expires or is terminated (Holdover Period) if the
110 Property is one on which Broker negotiated and if Broker submitted its address in writing to Buyer during the Term.
111 Provided, however, if a commission is earned by another licensed real estate broker acting pursuant to an agreement with
112 Buyer entered into during the Holdover Period, Buyer shall owe no commission to Broker under this subsection.
113

114 Broker is authorized and instructed to request payment of Broker's fee in any of the following indicated methods:
115

- 116 **By Listing Company**
117 **By Seller from the Transaction**
118 **Other:**
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122 Unless Broker is paid as set forth above, Buyer is obligated to pay Broker's fee.
123

- 124 b. **Hourly Fee.** Buyer shall pay to Broker at the rate of _____ per hour for time spent by Broker
125 pursuant to this contract, to be paid to Broker when billed to Buyer.
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127 c. **Retainer Fee.** Buyer shall pay Broker a nonrefundable retainer fee of _____ due and
128 payable upon signing of this contract. This amount **Shall Shall Not** be credited against fees payable
129 to Broker in this § 7.
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131 d. **Other.**
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135 **8. LIMITATION ON THIRD-PARTY COMPENSATION.** Except as set forth in § 7, Broker shall not accept
136 compensation from the seller or the Listing Company, without the written consent of Buyer. Additionally, Broker shall not
137 be permitted to assess and receive mark-ups or other compensation for services performed by any third party or affiliated
138 business entity unless Buyer signs a separate written consent for such services.
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140 **9. DISCLOSURE OF BUYER'S IDENTITY.** Broker **Does Does Not** have Buyer's permission to disclose
141 Buyer's identity to third parties without prior written consent of Buyer.
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143 **10. OTHER BUYERS.** Buyer acknowledges that under Colorado law, Broker may show properties in which Buyer is
144 interested to other prospective buyers without breaching any duty or obligation to Buyer.
145

146 **11. ASSIGNMENT BY BUYER.** Buyer shall not assign this contract without Broker's written consent.
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148 **12. NONDISCRIMINATION.** The parties agree not to discriminate unlawfully against any prospective seller because
149 of the race, creed, color, sex, marital status, national origin, familial status, physical or mental handicap, religion or ancestry
150 of such person.
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152 13. **MEGAN'S LAW.** If the presence of a registered sex offender is a matter of concern to Buyer, Buyer understands
153 that Buyer must contact local law enforcement officials regarding obtaining such information.
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155 14. **RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this document, Buyer acknowledges
156 that Broker has advised Buyer that this document has important legal consequences and has recommended consultation with
157 legal, tax or other counsel, before signing this contract.
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159 15. **MEDIATION.** If a dispute arises relating to this contract, prior to or after Closing, and is not resolved, the parties
160 shall first proceed in good faith to submit the matter to mediation. Mediation is a process in which the parties meet with an
161 impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions.
162 The parties to the dispute must agree before any settlement is binding. The parties will jointly appoint an acceptable
163 mediator and will share equally in the cost of such mediation. The mediation, unless otherwise agreed, shall terminate in the
164 event the entire dispute is not resolved within thirty (30) calendar days from the date written notice requesting mediation is
165 sent by one party to the other(s).
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167 16. **ATTORNEY FEES.** In case of arbitration or litigation between Buyer and Broker in their respective capacities, the
168 parties agree that costs and reasonable attorney fees shall be awarded to the prevailing party.
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170 17. **ADDITIONAL PROVISIONS.** (The language of these additional provisions has not been approved by the
171 Colorado Real Estate Commission.)
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191 18. **ATTACHMENTS.** The following exhibits, attachments, and addenda are a part of this contract:
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205 19. **FACSIMILE AND ELECTRONIC SIGNATURES.** Signatures **May May Not** be evidenced by facsimile,
206 and **May May Not** be evidenced by electronic signatures. Documents with original signatures shall be provided
207 upon request of any party.
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209 20. **MODIFICATION OF THIS CONTRACT.** No subsequent modification of any of the terms of this contract shall
210 be valid, binding upon the parties, or enforceable unless in writing and signed by the parties.
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212 21. **COUNTERPARTS.** If more than one person is named as a Buyer herein, this contract may be executed by each
213 Buyer, individually, and when so executed, such copies taken together with one executed by Broker shall be deemed to be a
214 full and complete contract between the parties.
215

216 22. **ENTIRE AGREEMENT.** This contract constitutes the entire agreement between the parties and any prior
217 agreements, whether oral or written, have been merged and integrated into this contract.
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219 23. **COPY OF CONTRACT.** Buyer acknowledges receipt of a copy of this contract signed by Broker, including all
220 attachments.
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229 **BUYER AND BROKER ACKNOWLEDGE THAT BROKER HAS REVIEWED WITH BUYER**
230 **A COPY OF THE APPLICABLE COLORADO REAL ESTATE COMMISSION CONTRACT**
231 **TO BUY AND SELL REAL ESTATE FORM.**
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233
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235 Accepted:

236 _____

237 Broker

238 By: _____

239 _____

240 Date of Broker's Signature: _____

241 _____

242 Broker's Address: _____

243 _____

244 Broker's Telephone No: _____

245 Broker's Fax No: _____

246 Broker's Email Address _____

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Buyer

Buyer

Date of Buyer's Signature: _____

Buyer's Address: _____

Buyer's Telephone No: _____

Buyer's Fax No: _____

Buyer's Email Address _____