

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-SELL LISTING CONTRACT
(RESIDENTIAL)
(SELLER AGENCY)

Date: \_\_\_ / \_\_\_ / \_\_\_

1. AGREEMENT. The parties agree that Seller irrevocably engages Broker as Seller's exclusive agent under the terms and conditions of this Listing Contract. Broker is a limited agent of Seller and will represent only Seller, except as stated in § 15 and § 19. Seller agrees to conduct all negotiations for the Sale of the Property only through Broker, and to refer to Broker all communications received in any form from real estate brokers, prospective buyers, tenants or any other source during this Listing Period. Seller and Broker agree to the terms and conditions set forth in this contract.

2. DEFINED TERMS.

a. Seller: \_\_\_\_\_

b. Broker: \_\_\_\_\_

Listing Company

c. Property. The Property is the following legally described real estate:

\_\_\_\_\_
\_\_\_\_\_

in the County of \_\_\_\_\_, Colorado,

commonly known as No. \_\_\_\_\_

Street Address City State ZIP

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

d. Sale. 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.

e. Listing Period. The Listing Period shall be from \_\_\_ / \_\_\_ / \_\_\_ through. \_\_\_ / \_\_\_ / \_\_\_
(mm) (dd) (yyyy) (mm) (dd) (yyyy)

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. BROKER'S SERVICES. Broker shall exercise reasonable skill and care for Seller.

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

- (1) Seeking a price and terms which are acceptable to Seller; except that Broker shall not be obligated to seek additional offers to purchase the Property while the Property is subject to a contract for sale;
(2) Presenting all offers to and from Seller in a timely manner regardless of whether the Property is subject to a contract for sale;
(3) Disclosing to Seller adverse material facts actually known by Broker;
(4) Counseling Seller as to any material benefits or risks of a transaction actually known by Broker;
(5) Advising Seller to obtain expert advice as to material matters about which Broker knows but the specifics of which are beyond the expertise of Broker;
(6) Accounting in a timely manner for all money and property received; and
(7) Informing Seller that Seller may be vicariously liable for the acts of Seller's agent or any subagent when Broker or subagent is acting within the scope of the agency relationship.

b. Broker shall not disclose the following information without the informed consent of Seller:

- (1) That Seller is willing to accept less than the asking price for the Property;
(2) What the motivating factors are for Seller to sell the Property;
(3) That Seller will agree to financing terms other than those offered;
(4) Any material information about Seller unless the disclosure is required by law or failure to disclose such information would constitute fraud or dishonest dealing; or
(5) Any facts or suspicions regarding circumstances which may psychologically impact or stigmatize any real property pursuant to Colorado law.

4. PRICE AND TERMS.

a. Price: \_\_\_\_\_

b. Terms: Cash Conventional FHA VA

Other:

\_\_\_\_\_
\_\_\_\_\_

- 70 c. **Loan Discount Points:**  
 71 \_\_\_\_\_  
 72 d. **Seller-Paid, Buyer-Disallowable Closing Costs (FHA/VA):**  
 73 \_\_\_\_\_  
 74 e. **Earnest Money.** Minimum amount of earnest money deposit \_\_\_\_\_ in the  
 75 form of \_\_\_\_\_  
 76 f. **Seller Proceeds.** Seller will receive net proceeds of closing as indicated: **Cashier's Check** at  
 77 Seller's expense; **Funds Electronically Transferred (Wire Transfer)** to an account specified by Seller, at  
 78 Seller's expense; or **Closing Company's Trust Account Check.**  
 79 g. **Advisory-Tax Withholding.** The Internal Revenue Service and the Colorado Department of Revenue  
 80 may require Closing Company to withhold a substantial portion of the proceeds of this sale when Seller either  
 81 (a) is a foreign person or (b) will not be a Colorado resident after closing. Seller should inquire of Seller's tax  
 82 advisor to determine if withholding applies or if an exemption exists.

83 5. **DEPOSITS.** Broker is authorized to accept earnest money deposits pursuant to a proposed Sale contract.  
 84 Broker is authorized to deliver the earnest money deposit to the closing agent, if any, at or before the closing of the Sale  
 85 contract.

86 6. **INCLUSIONS AND EXCLUSIONS.**

87 a. **The Purchase Price includes the following items (Inclusions):**

88 (1) **Fixtures.** If attached to the Property on the date of this contract, lighting, heating,  
 89 plumbing, ventilating, and air conditioning fixtures, TV antennas, inside telephone wiring and connecting blocks/jacks,  
 90 plants, mirrors, floor coverings, intercom systems, built-in kitchen appliances, sprinkler systems and controls, built-in  
 91 vacuum systems (including accessories), garage door openers including \_\_\_\_\_ remote controls; and \_\_\_\_\_  
 92 \_\_\_\_\_  
 93 \_\_\_\_\_  
 94 \_\_\_\_\_

95 (2) **Other Inclusions.** If on the Property whether attached or not on the date of this  
 96 contract: storm windows, storm doors, window and porch shades, awnings, blinds, screens, window coverings, curtain  
 97 rods, drapery rods, fireplace inserts, fireplace screens, fireplace grates, heating stoves, storage sheds, and all keys. If  
 98 checked, the following are included: **Water Softeners, Smoke/Fire Detectors, Security Systems,**  
 99 **Satellite Systems** (including satellite dishes and accessories); and \_\_\_\_\_  
 100 \_\_\_\_\_

101 (3) **Parking and Storage Facilities.** The use of the following parking facilities: \_\_\_\_\_  
 102 \_\_\_\_\_;  
 103 and the following storage facilities: \_\_\_\_\_  
 104 \_\_\_\_\_

105 (4) **Water Rights.** The following legally described water rights:  
 106 \_\_\_\_\_  
 107 \_\_\_\_\_

108 (5) **Well Permit.** Permit # \_\_\_\_\_

109 b. **Instruments of Transfer.** The Inclusions are to be conveyed at closing free and clear of all taxes  
 110 (except personal property taxes for the year of Closing), liens and encumbrances, except as provided in § 7. Conveyance  
 111 shall be by bill of sale or other applicable legal instrument(s). Any water rights shall be conveyed by a \_\_\_\_\_  
 112 \_\_\_\_\_ deed or other applicable legal instrument(s).

113 c. **Exclusions.** The following attached fixtures are excluded: \_\_\_\_\_  
 114 \_\_\_\_\_  
 115 \_\_\_\_\_

116 7. **TITLE AND ENCUMBRANCES.** Seller represents to Broker that title to the Property is solely in Seller's  
 117 name. Seller shall deliver to Broker true copies of all relevant title materials, lease(s), improvement location  
 118 certificates(s) and survey(s) in Seller's possession and shall disclose to Broker all easements, liens and other  
 119 encumbrances, if any, on the Property, of which Seller has knowledge. Seller authorizes the holder of any obligation  
 120 secured by an encumbrance on the Property to disclose to Broker the amount owing on said encumbrance and the terms  
 121 thereof. In case of Sale, Seller agrees to convey, by a \_\_\_\_\_ deed, only that title  
 122 Seller has in the Property. Property will be conveyed free and clear of all taxes except the general taxes for the year of  
 123 Closing.

124 All monetary encumbrances (such as mortgages, deeds of trust, liens, financing statements) shall be paid by  
 125 Seller and released except as Seller and buyer may otherwise agree. Existing monetary encumbrances are as follows:  
 126 \_\_\_\_\_  
 127 \_\_\_\_\_  
 128 \_\_\_\_\_

129 The Property is subject to the following leases and tenancies: \_\_\_\_\_  
 130 \_\_\_\_\_

131 If the Property has been or will be subject to any governmental liens for special improvements installed at the  
 132 time of signing a sale contract, Seller will be responsible for payment of same unless otherwise agreed. Broker may  
 133 terminate this Listing Contract upon written notice to Seller that title is not satisfactory to Broker.

134 8. **EVIDENCE OF TITLE.** Seller agrees to furnish buyer, at Seller's expense, a current commitment for owner's  
 135 title insurance policy in an amount equal to the Purchase Price in the form specified in the sale contract, or if this box is  
 136 checked, **An Abstract of Title** certified to a current date.

137 9. **ASSOCIATION ASSESSMENTS.** Seller represents that the amount of the regular owners' association  
 138 assessment is currently payable at \_\_\_\_\_ per \_\_\_\_\_ and that there are no unpaid regular or special  
 139 assessments against the Property except the current regular assessments and except \_\_\_\_\_  
 140 \_\_\_\_\_  
 141 \_\_\_\_\_

142 Seller agrees to promptly request the owners' association to deliver to buyer before date of closing a current statement of  
 143 assessments against the Property.

144 10. **POSSESSION.** Possession of the Property shall be delivered to buyer as follows:  
 145 \_\_\_\_\_, subject to  
 146 leases and tenancies as described in § 7.  
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**11. MATERIAL DEFECTS – DISCLOSURES – INSPECTION.**

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

**b. Seller's Obligations.**

**(1) Seller's Property Disclosure Form.** A seller is not required by law to provide a Seller's Property Disclosure form. However, disclosure of known material latent (not obvious) defects is required by law. Seller **Agrees Does Not Agree** to provide a Seller's Property Disclosure form completed to the best of Seller's current, actual knowledge.

**(2) Lead-Based Paint.** Unless exempt, if the improvements on the Property include one or more residential dwelling(s) for which a building permit was issued prior to January 1, 1978, a completed Lead-Based Paint Disclosure (Sales) form must be signed by Seller, the real estate licensee(s) and given to any potential buyer prior to the buyer and Seller signing a sales contract.

**12. COMPENSATION TO BROKER.** Seller agrees that any broker compensation which is conditioned upon the sale of the Property shall be earned by Broker as set forth herein without any discount or allowance for any efforts made by Seller or by any representative of Seller in connection with the sale of the Property.

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

- (1) **Sale Commission.** (i) \_\_\_\_\_ of the gross sales price in U.S. dollars, or
- (ii) \_\_\_\_\_.
- (2) **Lease Commission.** (i) \_\_\_\_\_ of the gross rent under the lease in U.S. dollars, or
- (ii) \_\_\_\_\_.

**b. When Earned.** Such commission shall be earned upon the happening of any of the following:

- (1) Any Sale of the Property within the Listing Period by Seller, by Broker or by any other person;
- (2) Broker finding a buyer who is ready, willing and able to complete the transaction as specified herein by Seller; or
- (3) Any Sale of the Property within \_\_\_\_\_ calendar days subsequent to the expiration of the Listing Period (Holdover Period) to anyone with whom Broker negotiated and whose name was submitted, in writing, to Seller by Broker during the Listing Period (including any extensions thereof); provided, however, that Seller shall owe no commission to Broker under this subsection (3) if a commission is earned by another licensed real estate broker acting pursuant to an Exclusive Right-to-Sell Listing Contract or an Exclusive Agency Listing Contract entered into during the Holdover Period.

**c. When Applicable and Payable.** The commission obligation shall apply to a Sale made during the Listing Period or made during any extension of such original or extended term. The commission described in subsection 12a(1) shall be payable at the time of the closing of the Sale as contemplated by subsection 12b(1) or 12b(3), or upon fulfillment of subsection 12b(2) where either the offer made by such buyer is defeated by Seller or by the refusal or neglect of Seller to consummate the Sale as agreed upon.

**d. Lease and Lease Option Commissions.** If the transaction consists of a lease or a lease and right to purchase the Property, the commission relating to the lease shall be as provided in subsection 12a(2), payable as follows:

\_\_\_\_\_  
\_\_\_\_\_

**e. Other Compensation.** \_\_\_\_\_

**13. LIMITATION ON THIRD-PARTY COMPENSATION.** Broker shall not accept compensation from the buyer or the Selling Company, without the written consent of Seller. Additionally, Broker shall not be permitted to assess and receive mark-ups or other compensation for services performed by any third party or affiliated business entity unless Seller signs a separate written consent for such service(s).

**14. OTHER BROKERS ASSISTANCE – MULTIPLE LISTING SERVICE – MARKETING.** Seller has been advised by Broker of the advantages and disadvantages of various marketing methods, the use of multiple listing services and various methods of making the Property accessible by other brokers (e.g., using lock boxes, by-appointment-only showings, etc.), and whether some methods may limit the ability of a selling broker to show the Property. After having been so advised, Seller has chosen the following (check all that apply):

Broker shall seek assistance from and offer compensation to the following brokers outside of the Listing Company:

**Buyer Agents:** \_\_\_\_\_ of the gross sales price in U.S. dollars.

**Transaction-Brokers:** \_\_\_\_\_ of the gross sales price in U.S. dollars.

Broker **Shall** **Shall Not** submit the Property to one or more multiple listing services.

Broker **Shall** **Shall Not** submit the Property to one or more property information exchanges.

Broker is authorized to use Internet marketing, and all other marketing methods it deems advisable, except

\_\_\_\_\_  
\_\_\_\_\_

Access to the Property by other brokers may be by:

**Lock Box**

Other instructions: \_\_\_\_\_

**15. 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**

224 **16. FORFEITURE OF PAYMENTS.** In the event of a forfeiture of payments made by a buyer, the sums received  
225 shall be divided between Broker and Seller, one-half thereof to Broker, but not to exceed the broker compensation agreed  
226 upon herein, and the balance to Seller. Any forfeiture of payment under this section shall not reduce any broker  
227 compensation under § 12.

228 **17. COST OF SERVICES, REIMBURSEMENT.** Unless otherwise agreed upon in writing, Broker shall bear all  
229 expenses incurred by Broker, if any, to market the Property and to compensate cooperating brokers, if any. Broker will  
230 not obtain or order any other products or services unless Seller agrees in writing to pay for them promptly when due  
231 (examples: surveys, radon tests, soil tests, title reports, engineering studies). Unless otherwise agreed, Broker shall not  
232 be obligated to advance funds for the benefit of Seller in order to complete a closing. Seller shall reimburse Broker for  
233 payments made by Broker for such other products or services authorized by Seller.

234 **18. MAINTENANCE OF THE PROPERTY.** Seller agrees that Broker shall not be responsible for maintenance  
235 of the Property nor shall Broker be liable for damage of any kind occurring to the Property, unless such damage shall be  
236 caused by the negligence or intentional misconduct of Broker.

237 **19. OTHER SELLERS.** Seller acknowledges that under Colorado law Broker may have agreements with other  
238 sellers to market and sell their properties.

239 **20. NONDISCRIMINATION.** The parties agree not to discriminate unlawfully against any prospective buyer  
240 because of the race, creed, color, sex, marital status, national origin, familial status, physical or mental handicap, religion  
241 or ancestry of such person.

242 **21. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this document, Seller acknowledges  
243 that Broker has advised Seller that this document has important legal consequences and has recommended consultation  
244 with legal, tax or other counsel, before signing this contract.

245 **22. MEDIATION.** If a dispute arises relating to this contract, prior to or after closing, and is not resolved, the  
246 parties shall first proceed in good faith to submit the matter to mediation. Mediation is a process in which the parties  
247 meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose  
248 binding decisions. The parties to the dispute must agree before any settlement is binding. The parties will jointly  
249 appoint an acceptable mediator and will share equally in the cost of such mediation. The mediation, unless otherwise  
250 agreed, shall terminate in the event the entire dispute is not resolved within thirty (30) calendar days from the date  
251 written notice requesting mediation is sent by one party to the other(s).

252 **23. ATTORNEY FEES.** In case of arbitration or litigation between Seller and Broker, the parties agree that costs  
253 and reasonable attorney fees shall be awarded to the prevailing party.

254 **24. ADDITIONAL PROVISIONS.** (The language of these additional provisions has not been approved by the  
255 Colorado Real Estate Commission.)

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

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

272 **27. MODIFICATION OF THIS LISTING CONTRACT.** No subsequent modification of any of the terms of  
273 this Listing Contract shall be valid, binding upon the parties, or enforceable unless made in writing and signed by the  
274 parties.

275 **28. COUNTERPARTS.** If more than one person is named as a Seller herein, this Listing Contract may be executed  
276 by each Seller, individually, and when so executed, such copies taken together with one executed by Broker shall be  
277 deemed to be a full and complete contract between the parties.

278 **29. ENTIRE AGREEMENT.** This Listing Contract constitutes the entire agreement between the parties relating to  
279 the subject hereof, and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated  
280 into this Listing Contract.

281 **30. COPY OF CONTRACT.** Seller acknowledges receipt of a copy of this contract signed by Broker, including  
282 all attachments.

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

286

287 Accepted:

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289 Broker \_\_\_\_\_

289 Seller \_\_\_\_\_

290 By: \_\_\_\_\_

290 Seller \_\_\_\_\_

291 Date of Broker's Signature: \_\_\_\_\_

291 Date of Seller's Signature: \_\_\_\_\_

292 Broker's Address: \_\_\_\_\_

292 Seller's Address: \_\_\_\_\_

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294 Broker's Telephone No.: \_\_\_\_\_

294 Seller's Telephone No.: \_\_\_\_\_

295 Broker's Fax No.: \_\_\_\_\_

295 Seller's Fax No.: \_\_\_\_\_

296 Broker's Email Address: \_\_\_\_\_

296 Seller's Email Address: \_\_\_\_\_