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

6 Compensation charged by real estate brokers is not set by law. Such charges are established by each real estate broker.
7

8 DIFFERENT BROKERAGE RELATIONSHIPS ARE AVAILABLE WHICH INCLUDE
9 BUYER AGENCY, SELLER AGENCY, SUBAGENCY, DUAL AGENCY OR
10 TRANSACTION-BROKER.
11

12 EXCLUSIVE RIGHT-TO-SELL LISTING CONTRACT
13 (RESIDENTIAL)
14 (TRANSACTION-BROKER)
15
16
17

18 Date: _____ / _____ / _____
19
20

21 1. AGREEMENT. The parties agree that Seller irrevocably engages Broker as Seller's exclusive broker under the
22 terms and conditions of this Listing Contract, except as stated in § 15 and § 19. Broker is not an agent or advocate of
23 Seller or buyer. Seller shall not be vicariously liable for the acts of Broker. Seller agrees to conduct all negotiations for
24 the Sale of the Property only through Broker, and to refer to Broker all communications received in any form from real
25 estate brokers, prospective buyers, tenants or any other source during this Listing Period. Seller and Broker agree to the
26 terms and conditions set forth in this contract.
27

28 2. DEFINED TERMS.
29

30 a. Seller: _____.

31
32 b. Broker: _____
33
34 Listing Company
35

36 c. Property. The Property is the following legally described real estate:
37

38
39 in the County of _____, Colorado,
40

41 commonly known as No. _____.

42 Street Address City State ZIP
43 together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto, all
44 interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded.
45

46 d. Sale. The voluntary transfer or exchange of any interest in the Property or the voluntary creation of the
47 obligation to convey any interest in the Property, including a contract or lease.
48

49 e. Listing Period. The Listing Period shall be from _____ through _____.
50

51 f. Applicability of Terms. A check or similar mark in a box means that such provision is applicable.
52 The abbreviation "N/A" means not applicable.
53

54 3. BROKER'S SERVICES..
55

- 56 a. Broker shall exercise reasonable skill and care for Seller including, but not limited to:
57 (1) Presenting all offers to and from Seller in a timely manner regardless of whether the Property
58 is subject to a contract for sale;
59 (2) Disclosing to Seller adverse material facts actually known by Broker;
60 (3) Advising Seller to obtain expert advice as to material matters about which Broker knows but
61 the specifics of which are beyond the expertise of Broker;
62 (4) Accounting in a timely manner for all money and property received;
63 (5) Keeping Seller and buyer fully informed regarding the transaction;
64 (6) Assisting Seller and buyer in complying with the terms and conditions of any contract for Sale
65 including closing the transaction; and
66 (7) Informing Seller and buyer that, in their respective capacities, they shall not be vicariously
67 liable for the acts of Broker.
68

- 69
70 b. Broker shall not disclose the following information without the informed consent of Seller:
71 (1) That Seller is willing to accept less than the asking price for the Property;
72 (2) What the motivating factors are for Seller to sell the Property;
73 (3) That Seller will agree to financing terms other than those offered;
74 (4) Any material information about Seller unless the disclosure is required by law or failure to
75 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: U.S. \$ _____.

b. Terms: Cash Conventional FHA VA
Other: _____.

c. Loan Discount Points: _____.

d. Seller-Paid, Buyer-Disallowable Closing Costs (FHA/VA): _____.

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

f. Seller Proceeds. Seller will receive net proceeds of closing as indicated: Cashier's Check at Seller's expense; Funds Electronically Transferred (Wire Transfer) to an account specified by Seller, at Seller's expense; or Closing Company's Trust Account Check.

g. Advisory-Tax Withholding. The Internal Revenue Service and the Colorado Department of Revenue may require Closing Company to withhold a substantial portion of the proceeds of this sale when Seller either (a) is a foreign person or (b) will not be a Colorado resident after closing. Seller should inquire of Seller's tax advisor to determine if withholding applies or if an exemption exists.

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

6. INCLUSIONS AND EXCLUSIONS.

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

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

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

(3) Parking and Storage Facilities. The use of the following parking facilities: _____;

and the following storage facilities: _____.

(4) Water Rights. The following legally described water rights: _____

(5) Well Permit. Permit # _____.

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

c. Exclusions. The following attached fixtures are excluded: _____

7. TITLE AND ENCUMBRANCES. Seller represents to Broker that title to the Property is solely in Seller's name. Seller shall deliver to Broker true copies of all relevant title materials, lease(s), improvement location

154 certificates(s) and survey(s) in Seller's possession and shall disclose to Broker all easements, liens and other
155 encumbrances, if any, on the Property, of which Seller has knowledge. Seller authorizes the holder of any obligation
156 secured by an encumbrance on the Property to disclose to Broker the amount owing on said encumbrance and the terms
157 thereof. In case of Sale, Seller agrees to convey, by a _____ deed, only that title Seller has in the
158 Property. Property will be conveyed free and clear of all taxes except the general taxes for the year of Closing.

159 All monetary encumbrances (such as mortgages, deeds of trust, liens, financing statements) shall be paid by
160 Seller and released except as Seller and buyer may otherwise agree. Existing monetary encumbrances are as follows:
161
162

163
164 The Property is subject to the following leases and tenancies: _____
165
166 _____.

167
168 If the Property has been or will be subject to any governmental liens for special improvements installed at the
169 time of signing a sale contract, Seller will be responsible for payment of same unless otherwise agreed. Broker may
170 terminate this Listing Contract upon written notice to Seller that title is not satisfactory to Broker.
171

172 **8. EVIDENCE OF TITLE.** Seller agrees to furnish buyer, at Seller's expense, a current commitment for owner's
173 title insurance policy in an amount equal to the Purchase Price in the form specified in the sale contract, or if this box is
174 checked, **An Abstract of Title** certified to a current date.
175

176 **9. ASSOCIATION ASSESSMENTS.** Seller represents that the amount of the regular owners' association
177 assessment is currently payable at \$ _____ per _____ and that there are no unpaid regular or special
178 assessments against the Property except the current regular assessments and except _____
179 _____.

180 Seller agrees to promptly request the owners' association to deliver to buyer before date of closing a current statement of
181 assessments against the Property.
182

183
184 **10. POSSESSION.** Possession of the Property shall be delivered to buyer as follows:
185 _____,
186 subject to leases and tenancies as described in § 7.

187
188 **11. MATERIAL DEFECTS – DISCLOSURES – INSPECTION.**
189

190 **a. Broker's Obligations.** Colorado law requires Broker to disclose to any prospective buyer all adverse
191 material facts actually known by Broker including but not limited to adverse material facts pertaining to the title to the
192 Property and the physical condition of the Property, any material defects in the Property, and any environmental hazards
193 affecting the Property which are required by law to be disclosed. These types of disclosures may include such matters as
194 structural defects, soil conditions, violations of health, zoning or building laws, and nonconforming uses and zoning
195 variances. Seller agrees that any buyer may have the Property and Inclusions inspected and authorizes Broker to disclose
196 any facts actually known by Broker about the Property.
197

198 **b. Seller's Obligations.**
199

200 **(1) Seller's Property Disclosure Form.** A seller is not required by law to provide a Seller's
201 Property Disclosure form. However, disclosure of known material latent (not obvious) defects is required by
202 law. Seller **Agrees** **Does Not Agree** to provide a Seller's Property Disclosure form completed to the
203 best of Seller's current, actual knowledge.
204

205 **(2) Lead-Based Paint.** Unless exempt, if the improvements on the Property include one or more
206 residential dwelling(s) for which a building permit was issued prior to January 1, 1978, a completed Lead-Based
207 Paint Disclosure (Sales) form must be signed by Seller, the real estate licensee(s) and given to any potential
208 buyer prior to the buyer and Seller signing a sales contract.
209

210 **12. COMPENSATION TO BROKER.** Seller agrees that any broker compensation which is conditioned upon the
211 sale of the Property shall be earned by Broker as set forth herein without any discount or allowance for any efforts made
212 by Seller or by any other person in connection with the sale of the Property.
213

214 **a. Amount.** In consideration of the services to be performed by Broker, Seller agrees to pay Broker as
215 follows:
216

217 **(1) Sale Commission.** (i) _____% of the gross sales price in U.S. dollars, or
218 (ii) _____.

219 **(2) Lease Commission.** (i) _____% of the gross rent under the lease in U.S. dollars, or
220 (ii) _____.

221
222 **b. When Earned.** Such commission shall be earned upon the happening of any of the following:
223

224 **(1)** Any Sale of the Property within the Listing Period by Seller, by Broker or by any other
225 person;
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227 **(2)** Broker finding a buyer who is ready, willing and able to complete the transaction as specified
228 herein by Seller; or
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(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 assists both parties to a transaction, it is called an In-Company Transaction. Broker shall continue to function as a Transaction-Broker.

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

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

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

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

- 305 **20. NONDISCRIMINATION.** The parties agree not to discriminate unlawfully against any prospective buyer
 306 because of the race, creed, color, sex, marital status, national origin, familial status, physical or mental handicap, religion
 307 or ancestry of such person.
 308
- 309 **21. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this document, Seller acknowledges
 310 that Broker has advised Seller that this document has important legal consequences and has recommended consultation
 311 with legal, tax or other counsel, before signing this contract.
 312
- 313 **22. MEDIATION.** If a dispute arises relating to this contract, prior to or after closing, and is not resolved, the
 314 parties shall first proceed in good faith to submit the matter to mediation. Mediation is a process in which the parties
 315 meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose
 316 binding decisions. The parties to the dispute must agree before any settlement is binding. The parties will jointly appoint
 317 an acceptable mediator and will share equally in the cost of such mediation. The mediation, unless otherwise agreed,
 318 shall terminate in the event the entire dispute is not resolved within thirty (30) calendar days from the date written notice
 319 requesting mediation is sent by one party to the other(s).
 320
- 321 **23. ATTORNEY FEES.** In case of arbitration or litigation between Seller and Broker, the parties agree that costs
 322 and reasonable attorney fees shall be awarded to the prevailing party.
 323
- 324 **24. ADDITIONAL PROVISIONS.** (The language of these additional provisions has not been approved by the
 325 Colorado Real Estate Commission.)
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- 336 **25. ATTACHMENTS.** The following exhibits, attachments, and addenda are a part of this contract:
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 339
- 340 **26. FACSIMILE AND ELECTRONIC SIGNATURES.** Signatures **May May Not** be evidenced by
 341 facsimile, and **May May Not** be evidenced by electronic signatures. Documents with original signatures shall
 342 be provided upon request of any party.
 343
- 344 **27. MODIFICATION OF THIS LISTING CONTRACT.** No subsequent modification of any of the terms of this
 345 Listing Contract shall be valid, binding upon the parties, or enforceable unless made in writing and signed by the parties.
 346
- 347 **28. COUNTERPARTS.** If more than one person is named as a Seller herein, this Listing Contract may be executed
 348 by each Seller, individually, and when so executed, such copies taken together with one executed by Broker shall be
 349 deemed to be a full and complete contract between the parties.
 350
- 351 **29. ENTIRE AGREEMENT.** This Listing Contract constitutes the entire agreement between the parties relating to
 352 the subject hereof, and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated
 353 into this Listing Contract.
 354
 355
- 356 **30. COPY OF CONTRACT.** Seller acknowledges receipt of a copy of this contract signed by Broker, including all
 357 attachments.
 358
 359

360 **SELLER AND BROKER ACKNOWLEDGE THAT BROKER HAS REVIEWED WITH**
 361 **SELLER A COPY OF THE APPLICABLE COLORADO REAL ESTATE COMMISSION**
 362 **CONTRACT TO BUY AND SELL REAL ESTATE FORM.**
 363

364 Accepted:

365 _____
 366
 367 Broker
 368 By: _____
 369
 370 Date of Broker's Signature: _____
 371 Broker's Address: _____
 372 _____
 373 Broker's Telephone No.: _____
 374 Broker's Fax No.: _____
 375 Broker's Email Address: _____

365 _____
 366
 367 Seller
 368 _____
 369 Seller
 370 Date of Seller's Signature: _____
 371 Seller's Address: _____
 372 _____
 373 Seller's Telephone No.: _____
 374 Seller's Fax No.: _____
 375 Seller's Email Address: _____