

# Colorado Contracts And Regulations

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**Contract Packet with Exercises**

**18<sup>th</sup> Edition** Revised 1/15/25





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## **Contract Exercise 1**

### **Brokerage Disclosure to Buyer**

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You are holding an open house for a property listed by another Associate Broker in your company (It's not your listing, and you have no Agency relationship with the Seller.) You work for XYZ Realty.

Fernando R. Garcia and Julia N. Garcia come to see the open house. Though they are not overly enthralled with the home, it is evident that you have a good rapport with them. They indicate that they would like to see more properties and that they are not working with any real estate brokers currently. They are looking for a three-bedroom, two bath home with at least a two-car garage. Though they like you, they are not yet comfortable signing an Exclusive Right to Buy Listing Contract with you to make you their exclusive agent. You agree that you can assist them as a Transaction-Broker with an agreement that you will receive 3.5% compensation for a successfully completed transaction.

Prepare the Brokerage Disclosure to Buyer form to present to them.

A solution to the exercise can be found in Appendix A of the Colorado Contracts and Regulations Textbook.



The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.  
(BDB24-6-24) (Mandatory 8-24)

**DIFFERENT BROKERAGE RELATIONSHIPS ARE AVAILABLE WHICH INCLUDE SELLER AGENCY, BUYER AGENCY OR TRANSACTION-BROKERAGE.**

## **BROKERAGE DISCLOSURE TO BUYER DEFINITIONS OF WORKING RELATIONSHIPS**

**Seller's Agent:** A seller's agent works solely on behalf of the seller to promote the interests of the seller with the utmost good faith, loyalty and fidelity. The agent negotiates on behalf of and acts as an advocate for the seller. The seller's agent must disclose to potential buyers all adverse material facts actually known by the seller's agent about the property. A separate written listing agreement is required which sets forth the duties and obligations of the broker and the seller.

**Buyer's Agent:** A buyer's agent works solely on behalf of the buyer to promote the interests of the buyer with the utmost good faith, loyalty and fidelity. The agent negotiates on behalf of and acts as an advocate for the buyer. The buyer's agent must disclose to potential sellers all adverse material facts actually known by the buyer's agent, including the buyer's financial ability to perform the terms of the transaction and, if a residential property, whether the buyer intends to occupy the property. A separate written buyer agency agreement is required which sets forth the duties and obligations of the broker and the buyer.

**Transaction-Broker:** A transaction-broker assists the buyer or seller or both throughout a real estate transaction by performing terms of any written or oral agreement, fully informing the parties, presenting all offers and assisting the parties with any contracts, including the closing of the transaction, without being an agent or advocate for any of the parties. A transaction-broker must use reasonable skill and care in the performance of any oral or written agreement and must make the same disclosures as agents about all adverse material facts actually known by the transaction-broker concerning a property or a buyer's financial ability to perform the terms of a transaction and, if a residential property, whether the buyer intends to occupy the property. No written agreement is required.

**Customer:** A customer is a party to a real estate transaction with whom the broker has no brokerage relationship because such party has not engaged or employed the broker, either as the party's agent or as the party's transaction-broker.

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### **RELATIONSHIP BETWEEN BROKER AND BUYER**

Broker and Buyer referenced below have NOT entered into a buyer agency agreement. The working relationship specified below is for a specific property described as:

\_\_\_\_\_

or real estate which substantially meets the following requirements:

\_\_\_\_\_

Buyer understands that Buyer is not liable for Broker's acts or omissions that have not been approved, directed, or ratified by Buyer.

**CHECK ONE BOX ONLY:**

**Multiple-Person Firm.** Broker, referenced below, is designated by Brokerage Firm to serve as Broker. If more than one individual is so designated, then references in this document to Broker shall 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.

**One-Person Firm.** If Broker is a real estate brokerage firm with only one licensed natural person, then any references to Broker or Brokerage Firm mean both the licensed natural person and brokerage firm who shall serve as Broker.

**CHECK ONE BOX ONLY:**

- Customer.** Broker is the  seller's agent  seller's transaction-broker and Buyer is a customer. Broker intends to perform the following list of tasks:  Show a property  Prepare and convey written offers, counteroffers and agreements to amend or extend the contract. Broker is not the agent or transaction-broker of Buyer.
- Customer for Broker's Listings – Transaction Brokerage for Other Properties.** When Broker is the seller's agent or seller's transaction-broker, Buyer is a customer. When Broker is not the seller's agent or seller's transaction-broker, Broker is a transaction-broker assisting Buyer in the transaction. Broker is not the agent of Buyer.
- Transaction Brokerage Only.** Broker is a transaction-broker assisting the Buyer in the transaction. Broker is not the agent of Buyer.

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

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

**THIS BROKERAGE DISCLOSURE TO BUYER IS NOT A CONTRACT. IT IS BROKER'S DISCLOSURE OF BROKER'S WORKING RELATIONSHIP.**

If this is a residential transaction, the following provision applies:

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

**BUYER ACKNOWLEDGMENT:**

Buyer acknowledges receipt of this document on \_\_\_\_\_.

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Buyer

**BROKER ACKNOWLEDGMENT:**

On \_\_\_\_\_, Broker provided \_\_\_\_\_ (Buyer) with this document via \_\_\_\_\_ and retained a copy for Broker's records.

Brokerage Firm: \_\_\_\_\_

\_\_\_\_\_  
Broker





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## **Contract Exercise 2**

### **Exclusive Right to Sell Listing**

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Norman L. Rathburn and Sandra D. Rathburn met you at a local charity event and have asked you and your company, XYZ Realty, to list their property for three months.

The following information will help you complete the listing contract. While many items of the listing contract are spelled out for you, not all Sections are addressed. There may be items that you would normally ask the seller what their preference would be. In cases like these, simply make up their response to you in your filling out the form for this exercise.

Seller Agency Listing Contract

Sellers: Norman L. Rathburn  
Sandra D. Rathburn

Property: 1481 Deer Run Ln. Colorado Springs, CO 80924  
Legal: Lot 15, Block 4, Winterhaven Estates El Paso County

They were never part of an affordable housing program, and they will allow you to become a Transaction-Broker in the case of an In-Company Transaction.

The agreed upon sales commission will be 6.5%, with no lease commission and a cooperative fee of 3.25% paid to any other brokers who procure a buyer. The Holdover Period will be for 90 days.

The Rathburns are requesting electronic lockboxes for access to the property and want a licensed broker to give access to the property for all professionals (inspectors, appraisers, etc.) needing access to the property.

The Sellers absolutely DO NOT want any pictures of their children's bedrooms to show up in any online advertising.

They are not part of any existing listing agreement and have not received any list of names from any previous brokers.

They wish to list their property for \$384,000 and would consider cash, conventional or VA financing. They would like \$5,000 for an earnest money deposit. They expect to quickly need

their proceeds after closing for another transaction and feel that they may need to receive their proceeds in the form of a cashier's check. They are not foreign individuals.

They have an automatic garage door opener with two remote controls, and they wish to include the refrigerator, washer and dryer, microwave, range/oven and dishwasher currently in the property in the sale.

They also have leased solar panels on the roof that will be included in the transaction; however, the buyer will have to apply to, and be approved by, the solar panel company to take over the lease obligations of the solar panels.

There are no water rights or growing crops associated with the property.

The sellers agree to provide a General Warranty Deed, and they currently owe \$275,000 to Advance Capital Mortgage.

Homeowners association fees are \$125.00 / month and there are currently no special assessments on the property.

Possession will be given at the time of closing.

They are willing to provide a seller's property disclosure and wish to receive 100% of any forfeited funds if the Buyer were to default on the transaction.

A solution to the exercise can be found in Appendix A of the Colorado Contracts and Regulations Textbook.

1 The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.  
2 (LC50-6-24) (Mandatory 8-24).

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

5 **Compensation charged by brokerage firms is not set by law and is fully negotiable.**

6 **DIFFERENT BROKERAGE RELATIONSHIPS ARE AVAILABLE WHICH INCLUDE BUYER AGENCY, SELLER**  
7 **AGENCY, OR TRANSACTION-BROKERAGE.**

9 **EXCLUSIVE RIGHT-TO-SELL LISTING CONTRACT**

10  **SELLER AGENCY**     **TRANSACTION-BROKERAGE**

11 Date: \_\_\_\_\_  
12

13 **1. AGREEMENT.** Seller and Brokerage Firm enter into this exclusive, irrevocable contract (Seller Listing Contract) and agree  
14 to its provisions. Broker, on behalf of Brokerage Firm, agrees to provide brokerage services to Seller. Seller agrees to pay Brokerage  
15 Firm as set forth in this Seller Listing Contract.

16 **2. BROKER AND BROKERAGE FIRM.**

17  **2.1. Multiple-Person Firm.** If this box is checked, Broker (as defined below) is the individual designated by Brokerage  
18 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  
19 individual is so designated, then references in this Seller Listing Contract to Broker include all persons so designated, including  
20 substitute or additional brokers. The brokerage relationship exists only with Broker and does not extend to the employing broker,  
21 Brokerage Firm, or to any other brokers employed or engaged by Brokerage Firm who are not so designated.

22  **2.2. One-Person Firm.** If this box is checked, Broker (as defined below) is a brokerage firm with only one licensed person.  
23 References in this Seller Listing Contract to Broker or Brokerage Firm mean both the licensed person and brokerage firm who serve  
24 as the Broker of Seller and perform the services for Seller required by this Seller Listing Contract.

25 **3. DEFINED TERMS.**

26 **3.1. Seller:** \_\_\_\_\_

27 **3.2. Brokerage Firm:** \_\_\_\_\_

28 **3.3. Broker:** \_\_\_\_\_

29 **3.4. Property.** The Property is the following legally described real estate in the County of \_\_\_\_\_, Colorado:  
30  
31  
32  
33  
34  
35

known as No. \_\_\_\_\_,  
Street Address City State Zip

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

38  **3.5. Affordable Housing.** If this box is checked, Seller represents, to the best of Seller's actual knowledge, the Property  
39 **IS** part of an affordable housing program. If this box is **NOT** checked, Seller represents that Property is **NOT** part of an affordable  
40 housing program.

41 **3.6. Sale; Lease.**

42 **3.6.1.** A "Sale" of the Property is the voluntary transfer or exchange of any interest in the Property or the voluntary  
43 creation of the obligation to convey any interest in the Property, including a contract or lease. It also includes an agreement to transfer  
44 any ownership interest in an entity which owns the Property.

45  **3.6.2.** If this box is checked, Seller authorizes Broker to negotiate a lease of the Property. "Lease of the Property"  
46 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

177  \_\_\_\_\_

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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192 **9.3.2.** Seller authorizes videos and pictures of both the interior and exterior of the Property except:

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195

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199 **9.4. Marketing Termination.** Broker and Brokerage Firm may discontinue using any marketing materials if, in Brokerage  
200 Firm's sole discretion, Broker or Brokerage Firm receives a credible threat of litigation or a complaint regarding the use of such  
201 marketing material. Upon expiration of the Listing Period and request from Seller, Broker will use reasonable efforts to remove  
202 information submitted to the MLS and/or information exchanges. Seller understands that information submitted to either the MLS  
203 or information exchanges may be difficult, if not impossible, to remove from syndicators and the Internet and releases Broker from  
204 any liability for Broker's inability to remove the information.

205 **10. SELLER'S OBLIGATIONS TO BROKER; DISCLOSURES AND CONSENT.**

206 **10.1. Negotiations and Communication.** Seller agrees to conduct all negotiations for the Sale or Lease of the Property only  
207 through Broker and to refer to Broker all communications received in any form from real estate brokers, prospective buyers, tenants,  
208 or any other source during the Listing Period of this Seller Listing Contract.

209 **10.2. Advertising.** Seller agrees that any advertising of the Property by Seller (e.g., Internet, print, and signage) must first  
210 be approved by Broker.

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

276 **13.1.5. Personal Property Conveyance.** Conveyance of all personal property will be by bill of sale or other  
277 applicable legal instrument.

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**13.1.6. Leased Items.**

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

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

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

**13.3. Trade Fixtures.** The following trade fixtures are included: \_\_\_\_\_.  
The Trade Fixtures to be conveyed at closing must be conveyed by Seller, free and clear of all taxes (except personal property  
taxes for the year of closing), liens and encumbrances, except \_\_\_\_\_.  
Conveyance will be by bill of sale or other applicable legal instrument.

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**13.4. Parking and Storage Facilities.** The use or ownership of the following parking facilities: \_\_\_\_\_;  
\_\_\_\_\_ and the use or  
ownership of the following storage facilities: \_\_\_\_\_.

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

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

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Seller agrees to convey any deeded water rights by a good and sufficient \_\_\_\_\_ deed at Closing.  
**13.5.2. Other Rights Relating to Water.** The following rights relating to water not included in §§ 13.5.1., 13.5.3.,  
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  
392 **19. DEFAULT; RIGHT TO CANCEL.** If any obligation is not performed timely as provided in this Contract or waived, the non-  
393 defaulting party has the following remedies:

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

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

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

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

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

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

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

425 **24. NONDISCRIMINATION.** The parties agree not to discriminate unlawfully against any prospective buyers because of their  
426 inclusion in a "protected class" as defined by federal, state, or local law. "Protected classes" include, but are not limited to, race,  
427 creed, color, sex, sexual orientation, gender identity, marital status, familial status, physical or mental disability, handicap, religion,  
428 military status, hair style/texture, national origin, or ancestry of such person. Seller authorizes Broker to withhold any supplemental

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 share equally in the cost of such mediation. The mediation, unless otherwise agreed, will terminate in the event the entire dispute is  
439 the dispute must agree, in writing, before any settlement is binding. The parties will jointly appoint an acceptable mediator and will  
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:**

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494 \_\_\_\_\_  
Seller's Signature Date

495

496 \_\_\_\_\_  
Street Address

497

498 \_\_\_\_\_  
City, State, Zip

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500 \_\_\_\_\_  
Phone No.

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502 \_\_\_\_\_  
Fax No.

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504 \_\_\_\_\_  
Email Address

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508 \_\_\_\_\_  
Seller's Signature Date

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510 \_\_\_\_\_  
Street Address

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512 \_\_\_\_\_  
City, State, Zip

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514 \_\_\_\_\_  
Phone No.

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516 \_\_\_\_\_  
Fax No.

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518 \_\_\_\_\_  
Email Address

**Brokerage Firm:**

\_\_\_\_\_  
Broker's Signature Date

\_\_\_\_\_  
Brokerage Firm Street Address

\_\_\_\_\_  
Brokerage Firm City, State, Zip

\_\_\_\_\_  
Broker Phone No.

\_\_\_\_\_  
Broker Fax No.

\_\_\_\_\_  
Broker Email Address

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## **Contract Exercise 3**

### **Listing Contract Amend/Extend**

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Norman L. Rathburn and Sandra D. Rathburn have grown concerned that they haven't had more showing on their property over the past four weeks. You consult with them and encourage them to reduce the price on the property. They agree to reduce the price to \$375,000.

Prepare the Listing Contract Amend/Extend to reflect the price reduction.

You may need to refer to your completed Exclusive Right to Sell Listing Contract (Exercise 2) in Chapter 10.

A solution to the exercise can be found in Appendix A of the Colorado Contracts and Regulations Textbook.



The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.  
(AE42-6-19) (Mandatory 1-20)

**THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.**

## LISTING CONTRACT AMEND/EXTEND

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

This Listing Contract Amend/Extend ("Amend/Extend") amends the following listing contract which is checked (Listing Contract):

- Exclusive Right-to-Sell Listing Contract** (Seller Listing Contract) or;  
 **Exclusive Right-to-Lease Listing Contract** (Landlord Listing Contract),

dated \_\_\_\_\_, relating to the Sale or Lease of the following legally described real estate in the County of \_\_\_\_\_, Colorado:

known as \_\_\_\_\_ (Property).  
Street Address City State Zip

- Exclusive Right-to-Buy Listing Contract** (Buyer Listing Contract) or;  
 **Exclusive Tenant Listing Contract** (Tenant Listing Contract),

dated \_\_\_\_\_, between Brokerage Firm named below and the undersigned.

This Amend/Extend will control in the event of any conflict with the Listing Contract to which it amends.

The parties agree that the Listing Contract is amended as follows:

1. The date ending the Listing Period is changed to \_\_\_\_\_.
2. The price or rental rate is changed to \$\_\_\_\_\_.
3. **Additional amendments:**

All other terms and conditions of the Listing Contract remain the same.

Seller  Landlord  Buyer  Tenant:

**Brokerage Firm:**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Broker's Signature Date

\_\_\_\_\_  
Signature Date



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## **Contract Exercise 4**

### **Exclusive Right to Buy**

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After a few weeks of searching for properties with you, Fernando and Julia Garcia have become comfortable with your skills as a real estate professional. They ask if you would be willing to represent them as their agent and not be a neutral Transaction-Broker any longer.

They would like to enter into a three-month Buyer Agency Agreement with you and give you permission to disclose their identity if needed.

They agree to pay your success fee (not to exceed 3.25%) if you are unable to obtain it from the seller or the listing brokerage.

Prepare the Exclusive Right to Buy Contract. You may need to refer back to Contract Exercise 1 in Chapter 8 for some of the details to prepare the Buyer Agency Agreement.

A solution to the exercise can be found in Appendix A of the Colorado Contracts and Regulations Textbook.



1 The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.  
2 (BC60-6-24) (Mandatory 8-24)

3  
4 **THIS IS A BINDING CONTRACT. THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD**  
5 **CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.**

6 **Compensation charged by brokerage firms is not set by law and is fully negotiable.**

7 **DIFFERENT BROKERAGE RELATIONSHIPS ARE AVAILABLE WHICH INCLUDE BUYER AGENCY, SELLER AGENCY, OR**  
8 **TRANSACTION-BROKERAGE.**

9  
10 **EXCLUSIVE RIGHT-TO-BUY LISTING CONTRACT**

11  **BUYER AGENCY**     **TRANSACTION-BROKERAGE**

12  
13 Date: \_\_\_\_\_

14 **1. AGREEMENT.** Buyer and Brokerage Firm enter into this exclusive, irrevocable contract (Buyer Listing Contract) and agree  
15 to its provisions. Broker, on behalf of Brokerage Firm, agrees to provide brokerage services to Buyer. Brokerage Firm will receive  
16 compensation as set forth in this Buyer Listing Contract.

17 **2. BROKER AND BROKERAGE FIRM.**

18  **2.1. Multiple-Person Firm.** If this box is checked, "Broker" (as defined below) is the individual designated by Brokerage  
19 Firm to serve as the broker of Buyer and to perform the services for Buyer required by this Buyer Listing Contract. If more than one  
20 individual is so designated, then references in this Buyer Listing Contract to Broker includes all persons so designated, including  
21 substitute or additional brokers. The brokerage relationship exists only with Broker and does not extend to the employing broker,  
22 Brokerage Firm, or to any other brokers employed or engaged by Brokerage Firm who are not so designated.

23  **2.2. One-Person Firm.** If this box is checked, Broker (as defined below) is a brokerage firm with only one licensed person.  
24 References in this Buyer Listing Contract to Broker or Brokerage Firm mean both the licensed person and brokerage firm, who serve  
25 as the Broker of Buyer and perform the services for Buyer required by this Buyer Listing Contract.

26 **3. DEFINED TERMS.**

27 **3.1. Buyer:** \_\_\_\_\_

28 **3.2. Brokerage Firm:** \_\_\_\_\_

29 **3.3. Broker:** \_\_\_\_\_

30 **3.4. Property.** Property means real estate which substantially meets the following requirements or is acceptable to Buyer:  
31  
32  
33

34 **3.5. Purchase; Lease.**

35 **3.5.1.** A "Purchase" of Property means the acquisition of any interest in the Property or the creation of the right to  
36 acquire any interest in the Property, including a contract for sale or lease by the Buyer, directly or indirectly, or any other person or  
37 entity on whose behalf the Buyer acts. It also includes an agreement to acquire any ownership interest in an entity that owns the  
38 Property.

39  **3.5.2.** If this box is checked, Buyer authorizes Broker to negotiate a lease of the Property. Lease of Property or Lease  
40 means any agreement between a landlord and the Buyer to create a tenancy or leasehold interest in the Property.

41 **3.6. Listing Period.** The Listing Period of this Buyer Listing Contract begins on \_\_\_\_\_ and continues  
42 through the earlier of (1) completion of the Purchase of Property or Lease of Property or (2) \_\_\_\_\_  
43 and any written extensions (Listing Period). Broker will continue to assist in the completion of any Purchase or Lease for which  
44 compensation is payable to Brokerage Firm under § 7 of this Buyer Listing Contract.

45 **3.7. Applicability of Terms.** A check or similar mark in a box means that such provision is applicable. The abbreviation "N/A"  
46 or the word "Deleted" means not applicable. The abbreviation "MEC" (mutual execution of this contract) means the date upon which  
47 both parties have signed this Buyer Listing Contract.

48 **3.8. Day; Computation of Period of Days, Deadline.**

49 **3.8.1. Day.** As used in this Buyer Listing Contract, the term "day" means the entire day ending at 11:59 p.m., United  
50 States Mountain Time (Standard or Daylight Savings as applicable).

51 **3.8.2. Computation of Period of Days, Deadline.** In computing a period of days, when the ending date is not  
52 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,

53 Sunday, or federal or Colorado state holiday (Holiday), such deadline  Will  Will Not be extended to the next day that is not  
54 a Saturday, Sunday, or Holiday. Should neither box be checked, the deadline will not be extended.

55 **4. BROKERAGE RELATIONSHIP.**

56 **4.1.** If the Buyer Agency box at the top of page 1 is checked, Broker represents Buyer as Buyer's limited agent (Buyer's  
57 Agent). If the Transaction-Brokerage box at the top of page 1 is checked, Broker acts as a Transaction-Broker.

58 **4.2. In-Company Transaction – Different Brokers.** When the seller and Buyer in a transaction are working with different  
59 brokers within the Brokerage Firm, those brokers continue to conduct themselves consistent with the brokerage relationships they  
60 have established. Buyer acknowledges that Brokerage Firm is allowed to offer and pay compensation to brokers within Brokerage  
61 Firm working with a seller.

62 **4.3. In-Company Transaction – One Broker.** If the seller and Buyer are both working with the same Broker, Broker will  
63 function as:

64 **4.3.1.1. Buyer Agency Unless Brokerage Relationship with Both.** Broker represents Buyer as Buyer's

65 **4.3.1. Buyer's Agent.** If the Buyer Agency box at the top of page 1 is checked, the parties agree the following applies:  
66 Agent and must treat the seller as a customer. A customer is a party to a transaction with whom Broker has no brokerage relationship.  
67 Broker must disclose to such customer the Broker's relationship with Buyer. However, if Broker delivers to Buyer a written Change  
68 of Status that Broker has a brokerage relationship with the seller then Broker is working with both Buyer and seller as a Transaction  
69 Broker. If the box in § 4.3.1.2. (**Buyer Agency Only**) is checked, § 4.3.1.2. (**Buyer Agency Only**) applies instead.

70  **4.3.1.2. Buyer Agency Only.** If this box is checked, Broker represents Buyer as Buyer's Agent and must treat  
71 the seller as a customer.

72 **4.3.2. Transaction-Broker.** If the Transaction-Brokerage box at the top of page 1 is checked, or in the event neither  
73 box is checked, Broker must work with Buyer as a Transaction-Broker. A Transaction-Broker must perform the duties described in  
74 § 5 and facilitate purchase transactions without being an advocate or agent for either party. If the seller and Buyer are working with  
75 the same Broker, Broker must continue to function as a Transaction-Broker.

76 **5. BROKERAGE DUTIES.** Broker, acting on behalf of Brokerage Firm as either a Transaction-Broker or a Buyer's Agent,  
77 must perform the following **Uniform Duties** when working with Buyer:

78 **5.1.** Broker must exercise reasonable skill and care for Buyer, including but not limited to the following:

79 **5.1.1.** Performing the terms of any written or oral agreement with Buyer;

80 **5.1.2.** Presenting all offers to and from Buyer in a timely manner regardless of whether Buyer is already a party to a  
81 contract for the Purchase or Lease of Property;

82 **5.1.3.** Disclosing to Buyer adverse material facts actually known by Broker;

83 **5.1.4.** Advising Buyer regarding the transaction and advising Buyer to obtain expert advice as to material matters about  
84 which Broker knows but the specifics of which are beyond the expertise of Broker;

85 **5.1.5.** Accounting in a timely manner for all money and property received; and

86 **5.1.6.** Keeping Buyer fully informed regarding the transaction.

87 **5.2.** Broker must not disclose the following information without the informed consent of Buyer:

88 **5.2.1.** That Buyer is willing to pay more than the purchase or lease price offered for the Property;

89 **5.2.2.** What Buyer's motivating factors are;

90 **5.2.3.** That Buyer will agree to financing terms other than those offered; or

91 **5.2.4.** Any material information about Buyer unless disclosure is required by law or failure to disclose such information  
92 would constitute fraud or dishonest dealing.

93 **5.3.** Buyer consents to Broker's disclosure of Buyer's confidential information to the supervising broker or designee for the  
94 purpose of proper supervision, provided such supervising broker or designee does not further disclose such information without  
95 consent of Buyer, or use such information to the detriment of Buyer.

96 **5.4.** Broker may show properties in which Buyer is interested to other prospective buyers without breaching any duty or  
97 obligation to Buyer. Broker is not prohibited from showing competing buyers the same property and from assisting competing buyers  
98 in attempting to purchase a particular property.

99 **5.5.** Broker is not obligated to seek other properties while Buyer is already a party to a contract for the Purchase or Lease of  
100 Property.

101 **5.6.** Broker has no duty to conduct an independent inspection of the Property for the benefit of Buyer and has no duty to  
102 independently verify the accuracy or completeness of statements made by a seller or independent inspectors. Broker has no duty to  
103 conduct an independent investigation of Buyer's financial condition or to verify the accuracy or completeness of any statement made  
104 by Buyer.

105 **5.7.** Broker must disclose to any prospective seller all adverse material facts actually known by Broker, including but not  
106 limited to adverse material facts concerning Buyer's financial ability to perform the terms of the transaction and whether Buyer  
107 intends to occupy the Property as a principal residence.

108 **5.8.** Buyer understands that Buyer is not liable for Broker's acts or omissions that have not been approved, directed, or ratified  
109 by Buyer.

110 **6. ADDITIONAL DUTIES OF BUYER'S AGENT.** If the Buyer Agency box at the top of page 1 is checked, Broker is Buyer's  
111 Agent, with the following additional duties:

- 112 **6.1.** Promoting the interests of Buyer with the utmost good faith, loyalty, and fidelity;  
113 **6.2.** Seeking a price and terms that are acceptable to Buyer; and  
114 **6.3.** Counseling Buyer as to any material benefits or risks of a transaction that are actually known by Broker.

115 **7. COMPENSATION TO BROKERAGE FIRM.** In consideration of the services to be performed by Broker, Brokerage Firm  
116 will be paid as set forth in this section, with no discount or allowance for any efforts made by Buyer or any other person. Unless  
117 approved by Buyer, in writing, Brokerage Firm is not entitled to receive additional compensation, bonuses, and incentives paid by  
118 listing brokerage firm or seller.

119 **7.1. Brokerage Firm's Fee – Purchase.**

120  **7.1.1. Success Fee.** Brokerage Firm will be paid as follows:

121 **7.1.1.1. Amount.** A fee equal to \_\_\_\_\_% of the purchase price or \$\_\_\_\_\_, except  
122 as provided in § 7.1.1.2.

123 **7.1.1.2. Adjusted Amount.**  See § 21 (Additional Provisions) or  Other \_\_\_\_\_

124 **7.1.1.3. When Earned; When Payable – Purchase.** The Success Fee is earned by Brokerage Firm upon the  
125 Purchase of Property and is payable upon closing of the transaction. If any transaction fails to close as a result of the seller's default  
126 with no fault on the part of Buyer, the Success Fee will be waived. If any transaction fails to close as a result of Buyer's default, in  
127 whole or in part, the Success Fee will not be waived; such fee is payable upon Buyer's default, but not later than the date that the  
128 closing of the transaction was to have occurred.

129  **7.1.2. Hourly Fee.** Brokerage Firm will be paid \$\_\_\_\_\_ per hour for time spent by Broker pursuant to this  
130 Buyer Listing Contract up to a maximum total fee of \$\_\_\_\_\_. This hourly fee is payable to Brokerage Firm upon receipt of an  
131 invoice from Brokerage Firm.

132  **7.1.3. Retainer Fee.** Buyer will pay Brokerage Firm a nonrefundable retainer fee of \$\_\_\_\_\_ due and payable  
133 upon signing of this Buyer Listing Contract. This amount  Will  Will Not be credited against other fees payable to Brokerage  
134 Firm under this section.

135  **7.1.4. Other Compensation.** \_\_\_\_\_

136 **7.2. Brokerage Firm's Fee – Lease.** If the box in § 3.5.2. is checked, Brokerage Firm will be paid a fee as follows, less any  
137 amounts paid by the listing brokerage firm or landlord:

138 **7.2.1. Amount.** \$ \_\_\_\_\_ per square \_\_\_\_\_, or \_\_\_\_\_,  
139 except as provided in § 7.2.2.

140 **7.2.2. Adjusted Amount.**  See § 21 (Additional Provisions) or  Other \_\_\_\_\_

141 **7.2.3. Other.** \_\_\_\_\_

142 **7.2.4. When Earned; When Payable – Lease.** This Lease fee is earned upon the mutual execution of the Lease. One-  
143 half of this Lease fee is payable upon mutual execution of the Lease and one-half upon possession of the premises by tenant or as  
144 follows: \_\_\_\_\_.

145 If the Lease, executed after the date of this Buyer Listing Contract, contains  
146 an option to extend or renew, or if Buyer expands into additional space within the building or complex where the Property is located,  
147 Brokerage Firm  Will  Will Not be paid a fee upon exercise of such extension or renewal option or expansion. If Brokerage  
148 Firm is to be paid a fee for such extension, renewal or expansion, the amount of such fee and its payment are as follows:  
149 \_\_\_\_\_

149 **7.3. Who Will Pay Brokerage Firm's Success Fee.**

150  **7.3.1. Seller's Brokerage Firm or Seller May Pay. Buyer IS Obligated to Pay.** Broker is authorized and instructed  
151 to request payment of Brokerage Firm's Success Fee from one or both of the following: (1) the seller's brokerage firm; (2) seller.  
152 Buyer is obligated to pay any portion of the Success Fee which is not paid by the seller's brokerage firm or seller, but only if Broker  
153 discloses to Buyer the amount Buyer must pay, in writing and prior to Buyer entering into a contract with the seller.

154  **7.3.2. Buyer Will Pay.** Buyer is obligated to pay Brokerage Firm's Success Fee. Brokerage Firm is NOT entitled to  
155 receive additional compensation, bonuses or incentives from listing brokerage firm, seller or any other source unless agreed to by  
156 Buyer in writing.

157  
158 If no box is checked above, then § 7.3.1. (**Listing Brokerage Firm or Seller May Pay. Buyer IS Obligated to Pay**) will apply.

159 **7.4. Holdover Period.** Brokerage Firm's Success Fee applies to Property contracted for (or leased if § 3.5.2. is checked)  
160 during the Listing Period of this Buyer Listing Contract or any extensions and also applies to Property contracted for or leased within  
161 \_\_\_\_\_ calendar days after the Listing Period expires (Holdover Period) (1) if the Property is one on which Broker negotiated and (2)  
162 if Broker submitted its address or other description in writing to Buyer during the Listing Period (Submitted Property). However,  
163 Buyer  Will  Will Not owe the Brokerage Firm's Success Fee under §§ 7.1., 7.2., 7.3.1. and 7.3.2. as indicated if compensation  
164 is earned by another brokerage firm acting pursuant to an exclusive agreement with Buyer entered into during the Holdover Period,  
165 and a Purchase or Lease of the Submitted Property is consummated. If no box is checked in this § 7.4., then Buyer does not owe the  
166 Brokerage Firm's Success Fee to Brokerage Firm.

167 **8. LIMITATION ON THIRD-PARTY COMPENSATION.** Neither Broker nor Brokerage Firm, except as set forth in § 7 will  
168 accept compensation from any other person or entity in connection with the Property without the written consent of Buyer.  
169 Additionally, neither Broker nor Brokerage Firm is permitted to assess and receive mark-ups or other compensation for services  
170 performed by any third party or affiliated business entity unless Buyer signs a separate written consent for such services.

171 **9. BUYER'S OBLIGATIONS TO BROKER.** Buyer agrees to conduct all negotiations for the Property only through Broker  
172 and to refer to Broker all communications received in any form from brokers, prospective sellers, or any other source during the  
173 Term of this Buyer Listing Contract. Buyer represents that Buyer  **Is**  **Is Not** currently a party to any agreement with any other  
174 broker to represent or assist Buyer in the location or Purchase or Lease of Property. Buyer further represents that Buyer  **Has**  
175  **Has Not** received a list of any "Submitted Property" pursuant to a previous listing agreement to purchase or lease Property with  
176 any other broker.

177 **10. DEFAULT; RIGHT TO CANCEL.** If any obligation is not performed timely as provided in this Contract, the non-defaulting  
178 party has the following remedies:

179 **10.1. If Broker is in Default.** In the event the Broker fails to substantially perform under this Buyer Listing Contract, Buyer  
180 has the right to cancel this Buyer Listing Contract, including all rights of Brokerage Firm to damages. Any rights of Buyer that  
181 accrued prior to cancellation will survive such cancellation.

182 **10.2. If Buyer is in Default.** In the event the Buyer fails to substantially perform under this Buyer Listing Contract including  
183 Buyer's failure to reasonably cooperate with Broker, Brokerage Firm may cancel this Buyer Listing Contract upon written notice to  
184 Buyer. Any rights of Brokerage Firm that accrued prior to cancellation will survive such cancellation to include Brokerage Firm's  
185 damages. Such damages may include, but are not limited to, the Broker's out-of-pocket costs or the amount of compensation Broker  
186 would have earned under § 7.

187 **11. COST OF SERVICES OR PRODUCTS OBTAINED FROM OUTSIDE SOURCES.** Broker will not obtain or order  
188 products or services from outside sources unless Buyer has agreed to pay for them promptly when due (e.g., surveys, radon tests,  
189 soil tests, title reports, engineering studies, property inspections). Neither Broker nor Brokerage Firm is obligated to advance funds  
190 for Buyer. Buyer must reimburse Brokerage Firm for payments made by Brokerage Firm for such products or services authorized  
191 by Buyer.

192 **12. BROKERAGE SERVICES; SHOWING PROPERTIES.**

193 **12.1. Brokerage Services.** The following additional tasks will be performed by Broker:

194  
195  
196  
197  
198

199 **12.2. Showing Properties.** Buyer acknowledges that Broker has explained the possible methods used by listing brokers and  
200 sellers to show properties and the limitations (if any) on Buyer and Broker being able to access properties due to such methods.  
201 Broker's limitations on accessing properties are as follows: \_\_\_\_\_.  
202 Broker, through Brokerage Firm, has access to the following multiple listing services and property information services:  
203 \_\_\_\_\_.

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

206 **14. DISCLOSURE OF SETTLEMENT SERVICE COSTS.** Buyer acknowledges that costs, quality, and extent of service vary  
207 between different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

208 **15. WIRE AND OTHER FRAUDS.** Wire and other frauds occur in real estate transactions. Any time Buyer is supplying  
209 confidential information such as social security numbers or bank account numbers, Buyer should provide the information in person  
210 or in another secure manner.

211 **16. REMOVAL OF MARKETING MATERIAL.** Buyer acknowledges that marketing material used by the seller and the seller's  
212 broker (e.g. videos, photos, etc.) may be difficult, if not impossible, to remove from syndicators and the Internet and releases Broker  
213 from any liability for Broker's inability to remove the information.

214 **17. NONDISCRIMINATION.** Buyer understands and agrees that the Broker may not violate federal, state, or local fair housing  
215 laws.

216 **18. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this document, Buyer acknowledges that Broker has  
217 advised that this document has important legal consequences and has recommended consultation with legal and tax or other counsel  
218 before signing this Buyer Listing Contract.

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

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

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

229  
230  
231  
232

233 **22. ATTACHMENTS.** The following are a part of this Buyer Listing Contract:

234  
235  
236

237 **23. NO OTHER PARTY OR INTENDED BENEFICIARIES.** Nothing in this Buyer Listing Contract is deemed to inure to the  
238 benefit of any person other than Buyer, Broker, and Brokerage Firm.

239 **24. NOTICE, DELIVERY AND CHOICE OF LAW.**

240 **24.1. Physical Delivery and Notice.** Any document or notice to Brokerage Firm or Buyer must be in writing, except as  
241 provided in § 24.2. and is effective when physically received by such party, or any individual named in this Buyer Listing Contract  
242 to receive documents or notices for such party.

243 **24.2. Electronic Notice.** As an alternative to physical delivery, any notice may be delivered in electronic form to Brokerage  
244 Firm or Buyer, or any individual named in this Buyer Listing Contract to receive documents or notices for such party, at the electronic  
245 address of the recipient by facsimile, email or \_\_\_\_\_.

246 **24.3. Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by: (1) email at the email address  
247 of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the  
248 documents, or (3) facsimile at the facsimile number (Fax No.) of the recipient.

249 **24.4. Choice of Law.** This Buyer Listing Contract and all disputes arising hereunder are governed by and construed in  
250 accordance with the laws of the state of Colorado that would be applicable to Colorado residents who sign a contract in Colorado  
251 for real property located in Colorado.

252 **25. MODIFICATION OF THIS CONTRACT.** No subsequent modification of any of the terms of this Buyer Listing Contract  
253 is valid, binding upon the parties, or enforceable unless in writing and signed by the parties.

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

256 **27. ENTIRE AGREEMENT.** This agreement constitutes the entire contract between the parties and any prior agreements, whether  
257 oral or written, have been merged and integrated into this Buyer Listing Contract.

258 **28. COPY OF CONTRACT.** Buyer acknowledges receipt of a copy of this Buyer Listing Contract signed by Broker, including  
259 all attachments.

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

262 Brokerage Firm authorizes Broker to execute this Buyer Listing Contract on behalf of Brokerage Firm.

263 **Buyer:**

264

265

266

267 \_\_\_\_\_  
Buyer's Signature Date

268 \_\_\_\_\_  
Street Address

270 \_\_\_\_\_  
City, State, Zip

272 \_\_\_\_\_  
Phone No.

273 \_\_\_\_\_  
Fax No.

274 \_\_\_\_\_  
Email Address

275 \_\_\_\_\_

276 \_\_\_\_\_

277 \_\_\_\_\_

278 \_\_\_\_\_

279 \_\_\_\_\_

280 \_\_\_\_\_

281 \_\_\_\_\_  
Buyer's Signature Date

282 \_\_\_\_\_  
Street Address

283 \_\_\_\_\_  
City, State, Zip

284 \_\_\_\_\_  
Phone No.

285 \_\_\_\_\_  
Fax No.

286 \_\_\_\_\_  
Email Address

287 \_\_\_\_\_

288 \_\_\_\_\_

289 \_\_\_\_\_

290 \_\_\_\_\_

291 \_\_\_\_\_

**Brokerage Firm:**

\_\_\_\_\_  
Broker's Signature Date

\_\_\_\_\_  
Brokerage Firm Street Address

\_\_\_\_\_  
Brokerage Firm City, State, Zip

\_\_\_\_\_  
Broker Phone No.

\_\_\_\_\_  
Broker Fax No.

\_\_\_\_\_  
Broker Email Address

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## **Contract Exercise 5**

### **Change of Status Disclosure**

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After much searching, Fernando and Julia Garcia have not found anything that they want to purchase. You realize that the Rathburns' house on Deer Run Lane may be a perfect match for what they are searching for. You mention your listing to the Garcia's, and they want to see the property.

You currently represent both parties at an Agency capacity; however, both of their listing agreements allow you to take the position of a Transaction-Broker in a case such as this.

You must make disclosure to all parties of the change of your status from Agency to Transaction-Broker.

Complete the Change of Status Form to make the disclosure.

You may need to reference the Exclusive Right to Sell Listing Agreement in Chapter 10 and the Exclusive Right to Buy Listing Agreement in Chapter 13 to complete the form.

A solution to the exercise can be found in Appendix A of the Colorado Contracts and Regulations Textbook.



The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.  
(CS23-10-06) (Mandatory 1-07)

## CHANGE OF STATUS

### TRANSACTION-BROKERAGE DISCLOSURE

[NOTE: This form is to be used at the time a broker changes the brokerage relationship from an agency relationship to a Transaction-Brokerage relationship.]

For purposes of this disclosure, seller also means landlord (which includes sublandlord) and buyer also means tenant (which includes subtenant).

This form discloses to Seller and Buyer the change in brokerage relationship from an agency relationship to a transaction-brokerage relationship. This change is effective only for the transaction between Seller and Buyer for the property described below and does not change the relationship with Broker for other transactions.

Regarding: \_\_\_\_\_  
Street Address City State Zip

Seller: \_\_\_\_\_

Buyer: \_\_\_\_\_

As agreed to between Brokerage Firm and the undersigned in the following contract:

- Exclusive Right-to-Sell Listing Contract, dated \_\_\_\_\_
- Exclusive Right-to-Lease Listing Contract, dated \_\_\_\_\_
- Exclusive Right-to Buy-Contract, dated \_\_\_\_\_
- Exclusive Tenant Contract, dated \_\_\_\_\_
- Other contract titled: \_\_\_\_\_, dated \_\_\_\_\_

Broker will be working as a Transaction-Broker with both Buyer and Seller and will assist both parties with communication, advice, negotiation, contracting and closing without being an agent or advocate for either party.

**THIS IS NOT A CONTRACT.**

Receipt of this Disclosure form is hereby acknowledged on \_\_\_\_\_ (date).

\_\_\_\_\_  
Seller Buyer

On \_\_\_\_\_ (date), Broker provided  Seller  Buyer with a copy of this Disclosure form and retained a copy for Broker's records.

Brokerage Firm's Name: \_\_\_\_\_

\_\_\_\_\_  
Broker



---

## **Contract Exercise 6**

### **Contract to Buy and Sell Real Estate**

---

The following information will help you complete the Contract to Buy and Sell for the Garcias and the Rathburns. While many items of the Contract to Buy and Sell are spelled out for you, not all sections are addressed. There may be items that you would normally ask the parties what their preference would be. In cases like these, simply make up their response in your filling out the form for this exercise. You may need to reference the Exclusive Right to Sell Listing Exercise in Chapter 10 and the Exclusive Right to Buy in Chapter 13 to find all the necessary information.

Be strategic in structuring your dates in the Dates and Deadlines section. It is helpful to work from the Closing Date backwards, always thinking “what needs done before this can happen?”

Purchasers: Fernando R. Garcia and Julia N. Garcia

Sellers: Norman L. Rathburn and Sandra D. Rathburn

Address: 1481 Deer Run Lane, Colorado Springs, CO 80924

The offer is being prepared on July 15<sup>th</sup>.

Purchasers will take title to the property as Joint Tenants. They are also requesting all appliances offered with the property (as according to the Exclusive Right to Sell Listing). There are no exclusions.

Closing is to be on August 31 and possession is to be given at the time of closing.

The Acceptance Deadline is to be July 16 at 5:00 p.m.

The Garcias are offering \$370,000 with a \$5,000 earnest money deposit to be held by Integrity Title Company. Earnest money is to be delivered to title company on or before July 20<sup>th</sup>. The Garcias are obtaining a 90% LTV conventional loan, and they are requesting sellers concessions in the amount of \$3,000 to help cover some of their closing costs.

Buyer will cover the cost of the appraisal.

Seller will pay the cost of a title insurance policy with owners extended coverage.

The Garcias decided that if their lender requires a survey, they will pay the cost for it.

The Garcias also wish to be able to review all documents pertaining to the leased solar panels.

A copy of the Seller's Property Disclosure has not been received by the buyers as of the date of writing of the offer.

The property was built in 2008 so a Lead Based Paint Disclosure is not required by law.

The hour and place of closing will be designated by the Listing Brokerage.

Seller, as per their listing agreement, will provide a General Warranty Deed to the buyer at the closing. The cost of the closing fee will be split half and half by buyer and seller. The seller will pay for the HOA Status Letter and the buyer will pay for the HOA Transfer fee.

The Garcias are requesting that the Rathburns have the carpets professionally cleaned prior to the closing.

Hint: As you are working with both buyer and seller in this transaction you will need to fill out both portions of the Brokers Acknowledgment sections.

A solution to the exercise can be found in Appendix A of the Colorado Contracts and Regulations Textbook.

1 The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.  
2 (CBSI-6-24) (Mandatory 8-24)

3  
4 **THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR**  
5 **OTHER COUNSEL BEFORE SIGNING.**  
6

7 **CONTRACT TO BUY AND SELL REAL ESTATE**  
8 **(RESIDENTIAL)**  
9

10 Date: \_\_\_\_\_

11 **AGREEMENT**

12 **1. AGREEMENT.** Buyer agrees to buy and Seller agrees to sell the Property described below on the terms and conditions set  
13 forth in this contract (Contract).

14 **2. PARTIES AND PROPERTY.**

15 **2.1. Buyer.** \_\_\_\_\_ (Buyer) will take title  
16 to the Property described below as  **Joint Tenants**  **Tenants In Common**  **Other** \_\_\_\_\_.

17 **2.2. No Assignability.** This Contract **IS NOT** assignable by Buyer unless otherwise specified in **Additional Provisions**.

18 **2.3. Seller.** \_\_\_\_\_ (Seller) is the current  
19 owner of the Property described below.

20 **2.4. Property.** The Property is the following legally described real estate in the County of \_\_\_\_\_, Colorado  
21 (insert legal description):  
22  
23  
24  
25  
26

27 known as: \_\_\_\_\_  
28 Street Address City State Zip

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

31 **2.5. Inclusions.** The Purchase Price includes the following items (Inclusions):

32 **2.5.1. Inclusions – Attached.** If attached to the Property on the date of this Contract, the following items are  
33 included unless excluded under **Exclusions**: lighting, heating, plumbing, ventilating and air conditioning units, TV antennas, inside  
34 telephone, network and coaxial (cable) wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, built-  
35 in kitchen appliances, sprinkler systems and controls, built-in vacuum systems (including accessories) and garage door openers  
36 (including \_\_\_\_\_ remote controls). If checked, the following are owned by the Seller and included:  **Solar Panels**  **Water**  
37 **Softeners**  **Security Systems**  **Satellite Systems** (including satellite dishes). Leased items should be listed under § 2.5.8.  
38 (Leased Items). If any additional items are attached to the Property after the date of this Contract, such additional items are also  
39 included in the Purchase Price.

40 **2.5.2. Inclusions – Not Attached.** If on the Property, whether attached or not, on the date of this Contract, the  
41 following items are included unless excluded under **Exclusions**: storm windows, storm doors, window and porch shades, awnings,  
42 blinds, screens, window coverings and treatments, curtain rods, drapery rods, fireplace inserts, fireplace screens, fireplace grates,  
43 heating stoves, storage sheds, carbon monoxide alarms, smoke/fire detectors and all keys.

44 **2.5.3. Other Inclusions.** The following items, whether fixtures or personal property, are also included in the  
45 Purchase Price:  
46  
47  
48  
49  
50

51  If the box is checked, Buyer and Seller have concurrently entered into a separate agreement for additional personal  
52 property outside of this Contract.

53                   **2.5.4. Home Warranty.** Seller and Buyer are aware of the existence of pre-owned home warranty programs that  
54 may be purchased and may cover the repair or replacement of certain Inclusions.  
55

56                   **2.5.5. Encumbered Inclusions.** Any Inclusions owned by Seller (e.g., owned solar panels) must be conveyed at  
57 Closing by Seller free and clear of all taxes (except personal property and general real estate taxes for the year of Closing), liens and  
58 encumbrances, except:  
59

60  
61  
62  
63  
64 Buyer  **Will**  **Will Not** assume the debt and obligations on the Encumbered Inclusions subject to Buyer's review under §10.6.  
65 (Encumbered Inclusion Documents) and Buyer's receipt of written approval by such lender before Closing. If Buyer does not receive  
66 such approval this Contract terminates.  
67

68                   **2.5.6. Personal Property Conveyance.** Conveyance of all personal property will be by bill of sale or other  
69 applicable legal instrument.

70                   **2.5.7. Parking and Storage Facilities.** The use or ownership of the following parking facilities:  
71 \_\_\_\_\_; and the use or ownership of the following storage facilities: \_\_\_\_\_.

72 Note to Buyer: If exact rights to the parking and storage facilities is a concern to Buyer, Buyer should investigate.

73                   **2.5.8. Leased Items.** The following personal property is currently leased to Seller which will be transferred to Buyer  
74 at Closing (Leased Items):  
75

76  
77  
78  
79 Buyer  **Will**  **Will Not** assume Seller's debt and obligations under such leases for the Leased Items subject to Buyer's review  
80 under §10.6. (Leased Items Documents) and Buyer's receipt of written approval by such lender before Closing. If Buyer does not  
81 receive such approval this Contract terminates.  
82

83                    **2.5.9. Solar Power Plan.** If the box is checked, Seller has entered into a solar power purchase agreement, regardless  
84 of the name or title, to authorize a third-party to operate and maintain a photovoltaic system on the Property and provide electricity  
85 (Solar Power Plan) that will remain in effect after Closing. Buyer  **Will**  **Will Not** assume Seller's obligations under such Solar  
86 Power Plan subject to Buyer's review under §10.6. (Solar Power Plan) and Buyer's receipt of written approval by the third-party  
87 before Closing. If Buyer does not receive such approval this Contract terminates.  
88

89                   **2.6. Exclusions.** The following items are excluded (Exclusions):  
90  
91  
92

93                   **2.7. Water Rights/Well Rights.**

94                    **2.7.1. Deeded Water Rights.** The following legally described water rights:  
95  
96  
97

98                   Any deeded water rights will be conveyed by a good and sufficient \_\_\_\_\_ deed at Closing.

99                    **2.7.2. Other Rights Relating to Water.** The following rights relating to water not included in §§ 2.7.1., 2.7.3. and  
100 2.7.4., will be transferred to Buyer at Closing:  
101  
102  
103

104  
105                    **2.7.3. Well Rights.** Seller agrees to supply required information to Buyer about the well. Buyer understands that if  
106 the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well" used for ordinary household purposes,  
107 Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered  
108 with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a  
109 registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in  
110 connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is  
111 \_\_\_\_\_.

112  **2.7.4. Water Stock.** The water stock to be transferred at Closing are as follows:

113  
114  
115

116 **2.7.5. Conveyance.** If Buyer is to receive any rights to water pursuant to § 2.7.2. (Other Rights Relating to Water),  
117 § 2.7.3. (Well Rights), or § 2.7.4. (Water Stock Certificates), Seller agrees to convey such rights to Buyer by executing the applicable  
118 legal instrument at Closing.

119 **2.7.6. Water Rights Review.** Buyer has a Right to Terminate if examination of the Water Rights is unsatisfactory  
120 to Buyer on or before the **Water Rights Examination Deadline**.

121 **3. DATES, DEADLINES AND APPLICABILITY.**

122 **3.1. Dates and Deadlines.**

| Item No. | Reference | Event  | Date or Deadline |
|----------|-----------|--|------------------|
| 1        | § 3       | Time of Day Deadline                               |                  |
| 2        | § 4       | Alternative Earnest Money Deadline                 |                  |
|          |           | <b>Title</b>                                       |                  |
| 3        | § 8       | Record Title Deadline (and Tax Certificate)        |                  |
| 4        | § 8       | Record Title Objection Deadline                    |                  |
| 5        | § 8       | Off-Record Title Deadline                          |                  |
| 6        | § 8       | Off-Record Title Objection Deadline                |                  |
| 7        | § 8       | Title Resolution Deadline                          |                  |
| 8        | § 8       | Third Party Right to Purchase/Approve Deadline     |                  |
|          |           | <b>Owners' Association</b>                         |                  |
| 9        | § 7       | Association Documents Deadline                     |                  |
| 10       | § 7       | Association Documents Termination Deadline         |                  |
|          |           | <b>Seller's Disclosures</b>                        |                  |
| 11       | § 10      | Seller's Property Disclosure Deadline              |                  |
| 12       | § 10      | Lead-Based Paint Disclosure Deadline               |                  |
|          |           | <b>Loan and Credit</b>                             |                  |
| 13       | § 5       | New Loan Application Deadline                      |                  |
| 14       | § 5       | New Loan Terms Deadline                            |                  |
| 15       | § 5       | New Loan Availability Deadline                     |                  |
| 16       | § 5       | Buyer's Credit Information Deadline                |                  |
| 17       | § 5       | Disapproval of Buyer's Credit Information Deadline |                  |
| 18       | § 5       | Existing Loan Deadline                             |                  |
| 19       | § 5       | Existing Loan Termination Deadline                 |                  |
| 20       | § 5       | Loan Transfer Approval Deadline                    |                  |
| 21       | § 4       | Seller or Private Financing Deadline               |                  |
|          |           | <b>Appraisal</b>                                   |                  |
| 22       | § 6       | Appraisal Deadline                                 |                  |
| 23       | § 6       | Appraisal Objection Deadline                       |                  |
| 24       | § 6       | Appraisal Resolution Deadline                      |                  |
|          |           | <b>Survey</b>                                      |                  |
| 25       | § 9       | New ILC or New Survey Deadline                     |                  |
| 26       | § 9       | New ILC or New Survey Objection Deadline           |                  |
| 27       | § 9       | New ILC or New Survey Resolution Deadline          |                  |
|          |           | <b>Inspection and Due Diligence</b>                |                  |
| 28       | § 2       | Water Rights Examination Deadline                  |                  |
| 29       | § 8       | Mineral Rights Examination Deadline                |                  |
| 30       | § 10      | Inspection Termination Deadline                    |                  |
| 31       | § 10      | Inspection Objection Deadline                      |                  |
| 32       | § 10      | Inspection Resolution Deadline                     |                  |
| 33       | § 10      | Property Insurance Termination Deadline            |                  |
| 34       | § 10      | Due Diligence Documents Delivery Deadline          |                  |
| 35       | § 10      | Due Diligence Documents Objection Deadline         |                  |
| 36       | § 10      | Due Diligence Documents Resolution Deadline        |                  |

|    |      |                                       |  |
|----|------|---------------------------------------|--|
| 37 | § 10 | Conditional Sale Deadline             |  |
| 38 | § 10 | Lead-Based Paint Termination Deadline |  |
|    |      | <b>Closing and Possession</b>         |  |
| 39 | § 12 | Closing Date                          |  |
| 40 | § 17 | Possession Date                       |  |
| 41 | § 17 | Possession Time                       |  |
| 42 | § 27 | <b>Acceptance Deadline Date</b>       |  |
| 43 | § 27 | <b>Acceptance Deadline Time</b>       |  |
|    |      |                                       |  |

123 **Note:** If **FHA** or **VA** loan boxes are checked in § 4.5.3. (Loan Limitations), the **Appraisal** deadlines **DO NOT** apply to **FHA**  
124 insured or **VA** guaranteed loans.

125 **3.2. Applicability of Terms.** If any deadline blank in § 3.1. (Dates and Deadlines) is left blank or completed with “N/A”,  
126 or the word “Deleted,” such deadline is not applicable and the corresponding provision containing the deadline is deleted. Any box  
127 checked in this Contract means the corresponding provision applies. If no box is checked in a provision that contains a selection of  
128 “None”, such provision means that “None” applies.

129 The abbreviation “MEC” (mutual execution of this Contract) means the date upon which both parties have signed this Contract. The  
130 abbreviation “N/A” as used in this Contract means not applicable.

131 **3.3. Day; Computation of Period of Days; Deadlines.**

132 **3.3.1. Day.** As used in this Contract, the term “day” means the entire day ending at 11:59 p.m., United States  
133 Mountain Time (Standard or Daylight Savings, as applicable). Except however, if a **Time of Day Deadline** is specified in § 3.1.  
134 (Dates and Deadlines), all Objection Deadlines, Resolution Deadlines, Examination Deadlines and Termination Deadlines will end  
135 on the specified deadline date at the time of day specified in the **Time of Day Deadline**, United States Mountain Time. If **Time of**  
136 **Day Deadline** is left blank or “N/A” the deadlines will expire at 11:59 p.m., United States Mountain Time.

137 **3.3.2. Computation of Period of Days.** In computing a period of days (e.g., three days after MEC), when the  
138 ending date is not specified, the first day is excluded and the last day is included.

139 **3.3.3. Deadlines.** If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such  
140 deadline  **Will**  **Will Not** be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be checked,  
141 the deadline will not be extended.

142 **4. PURCHASE PRICE AND TERMS.**

143 **4.1. Price and Terms.** The Purchase Price set forth below is payable in U.S. Dollars by Buyer as follows:

| Item No. | Reference | Item               | Amount | Amount |
|----------|-----------|--------------------|--------|--------|
| 1        | § 4.1.    | Purchase Price     | \$     |        |
| 2        | § 4.3.    | Earnest Money      |        | \$     |
| 3        | § 4.5.    | New Loan           |        | \$     |
| 4        | § 4.6.    | Assumption Balance |        | \$     |
| 5        | § 4.7.    | Private Financing  |        | \$     |
| 6        | § 4.7.    | Seller Financing   |        | \$     |
| 7        |           |                    |        |        |
| 8        |           |                    |        |        |
| 9        | § 4.4.    | Cash at Closing    |        | \$     |
| 10       |           | <b>TOTAL</b>       | \$     | \$     |

144 **4.2. Seller Concession.** At Closing, Seller will credit to Buyer \$ \_\_\_\_\_ (Seller Concession). The Seller  
145 Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer’s lender  
146 and is included in the Closing Statement or Closing Disclosure at Closing. Examples of allowable items to be paid for by the Seller  
147 Concession include, but are not limited to: Buyer’s closing costs, loan discount points, loan origination fees, prepaid items and any  
148 other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer  
149 elsewhere in this Contract.

150 **4.3. Earnest Money.** The Earnest Money set forth in this Section, in the form of a \_\_\_\_\_, will be  
151 payable to and held by \_\_\_\_\_ (Earnest Money Holder), in its trust account, on behalf of  
152 both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract unless the parties mutually agree  
153 to an **Alternative Earnest Money Deadline** for its payment. The parties authorize delivery of the Earnest Money deposit to the  
154 company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to

155 have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado  
156 residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest  
157 Money Holder in this transaction will be transferred to such fund.

158 **4.3.1. Alternative Earnest Money Deadline.** The deadline for delivering the Earnest Money, if other than at the  
159 time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.

160 **4.3.2. Disposition of Earnest Money.** If Buyer has a Right to Terminate and timely terminates, Buyer is entitled  
161 to the return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 24 and, except as provided  
162 in § 23 (Earnest Money Dispute), if the Earnest Money has not already been returned following receipt of a Notice to Terminate,  
163 Seller agrees to execute and return to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release  
164 form), within three days of Seller's receipt of such form. If Seller is entitled to the Earnest Money, and, except as provided in § 23  
165 (Earnest Money Dispute), if the Earnest Money has not already been paid to Seller, following receipt of an Earnest Money Release  
166 form, Buyer agrees to execute and return to Seller or Broker working with Seller, written mutual instructions (e.g., Earnest Money  
167 Release form), within three days of Buyer's receipt.

168 **4.3.2.1. Seller Failure to Timely Return Earnest Money.** If Seller fails to timely execute and return the  
169 Earnest Money Release Form, or other written mutual instructions, Seller is in default and liable to Buyer as set forth in "If Seller  
170 is in Default", § 20.2. and § 21, unless Seller is entitled to the Earnest Money due to a Buyer default.

171 **4.3.2.2. Buyer Failure to Timely Release Earnest Money.** If Buyer fails to timely execute and return the  
172 Earnest Money Release Form, or other written mutual instructions, Buyer is in default and liable to Seller as set forth in "If Buyer  
173 is in Default, § 20.1. and § 21, unless Buyer is entitled to the Earnest Money due to a Seller Default.

174 **4.4. Form of Funds; Time of Payment; Available Funds.**

175 **4.4.1. Good Funds.** All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing  
176 and closing costs, must be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified  
177 check, savings and loan teller's check and cashier's check (Good Funds).

178 **4.4.2. Time of Payment.** All funds, including the Purchase Price to be paid by Buyer, must be paid before or at  
179 Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at Closing **OR SUCH**  
180 **NONPAYING PARTY WILL BE IN DEFAULT.**

181 **4.4.3. Available Funds.** Buyer represents that Buyer, as of the date of this Contract,  Does  Does Not have  
182 funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at Closing in § 4.1.

183 **4.5. New Loan.**

184 **4.5.1. Buyer to Pay Loan Costs.** Buyer, except as otherwise permitted in § 4.2. (Seller Concession), if applicable,  
185 must timely pay Buyer's loan costs, loan discount points, prepaid items and loan origination fees as required by lender.

186 **4.5.2. Buyer May Select Financing.** Buyer may pay in cash or select financing appropriate and acceptable to  
187 Buyer, including a different loan than initially sought, except as restricted in § 4.5.3. (Loan Limitations) or § 30 (Additional  
188 Provisions).

189 **4.5.3. Loan Limitations.** Buyer may purchase the Property using any of the following types of loans:  
190  Conventional  FHA  VA  Bond  Other \_\_\_\_\_.

191 If either or both of the FHA or VA boxes are checked, and Buyer closes the transaction using one of those loan types, Seller agrees  
192 to pay those closing costs and fees that Buyer is not allowed by law to pay not to exceed \$ \_\_\_\_\_.  
193 However, this amount does not include any compensation to be paid to Buyer's brokerage firm.

194 **4.5.4. Loan Estimate – Monthly Payment and Loan Costs.** Buyer is advised to review the terms, conditions and  
195 costs of Buyer's New Loan carefully. If Buyer is applying for a residential loan, the lender generally must provide Buyer with a  
196 Loan Estimate within three days after Buyer completes a loan application. Buyer also should obtain an estimate of the amount of  
197 Buyer's monthly mortgage payment.

198 **4.6. Assumption.** Buyer agrees to assume and pay an existing loan in the approximate amount of the Assumption Balance  
199 set forth in § 4.1. (Price and Terms), presently payable at \$ \_\_\_\_\_ per \_\_\_\_\_ including principal and interest  
200 presently at the rate of \_\_\_\_\_% per annum and also including escrow for the following as indicated:  Real Estate Taxes   
201 **Property Insurance Premium**  **Mortgage Insurance Premium** and  \_\_\_\_\_.

202 Buyer agrees to pay a loan transfer fee not to exceed \$ \_\_\_\_\_. At the time of assumption, the new interest rate will  
203 not exceed \_\_\_\_\_% per annum and the new payment will not exceed \$ \_\_\_\_\_ per \_\_\_\_\_ principal and  
204 interest, plus escrow, if any. If the actual principal balance of the existing loan at Closing is less than the Assumption Balance, which  
205 causes the amount of cash required from Buyer at Closing to be increased by more than \$ \_\_\_\_\_, or if any other terms or  
206 provisions of the loan change, Buyer has the Right to Terminate under § 24.1. on or before **Closing Date**.

207 Seller  Will  Will Not be released from liability on said loan. If applicable, compliance with the requirements for release  
208 from liability will be evidenced by delivery  on or before **Loan Transfer Approval Deadline**  at **Closing** of an appropriate  
209 letter of commitment from lender. Any cost payable for release of liability will be paid by \_\_\_\_\_ in an amount  
210 not to exceed \$ \_\_\_\_\_.

211 This Contract terminates if written consent from Seller's lender for Buyer's assumption of Seller's existing loan is not received  
212 by all parties and the Closing Company on or before Closing.

213 **4.7. Seller or Private Financing.**  
214 **WARNING:** Unless the transaction is exempt, federal and state laws impose licensing, other requirements and restrictions on sellers  
215 and private financiers. Contract provisions on financing and financing documents, unless exempt, should be prepared by a licensed  
216 Colorado attorney or licensed mortgage loan originator. Brokers should not prepare or advise the parties on the specifics of financing,  
217 including whether or not a party is exempt from the law.

218 **4.7.1. Seller Financing.** If Buyer is to pay all or any portion of the Purchase Price with Seller financing,  **Buyer**  
219  **Seller** will deliver the proposed Seller financing documents to the other party on or before \_\_\_\_\_ days before **Seller or**  
220 **Private Financing Deadline.**

221 **4.7.1.1. Seller May Terminate.** If Seller is to provide Seller financing, this Contract is conditional upon  
222 Seller determining whether such financing is satisfactory to the Seller, including its payments, interest rate, terms, conditions, cost,  
223 and compliance with the law. Seller has the Right to Terminate under § 24.1., on or before **Seller or Private Financing Deadline**,  
224 if such Seller financing is not satisfactory to Seller, in Seller's sole subjective discretion.

225 **4.7.2. Buyer May Terminate.** If Buyer is to pay all or any portion of the Purchase Price with Seller or private  
226 financing, this Contract is conditional upon Buyer determining whether such financing is satisfactory to Buyer, including its  
227 availability, payments, interest rate, terms, conditions, and cost. Buyer has the Right to Terminate under § 24.1., on or before **Seller**  
228 **or Private Financing Deadline**, if such Seller or private financing is not satisfactory to Buyer, in Buyer's sole subjective discretion.

229

**TRANSACTION PROVISIONS**

230 **5. FINANCING CONDITIONS AND OBLIGATIONS.**

231 **5.1. New Loan, Assumption Application.** If Buyer is to pay all or part of the Purchase Price by obtaining one or more  
232 new loans (New Loan), or if an existing loan is not to be released at Closing, Buyer, if required by such lender, must make an  
233 application verifiable by such lender, on or before **New Loan Application Deadline** and exercise reasonable efforts to obtain such  
234 loan or approval.

235 **5.2. New Loan Terms; New Loan Availability.**

236 **5.2.1. New Loan Terms.** If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is  
237 conditional upon Buyer determining, in Buyer's sole subjective discretion, whether the proposed New Loan's payments, interest  
238 rate, conditions and costs or any other loan terms (New Loan Terms) are satisfactory to Buyer. This condition is for the sole benefit  
239 of Buyer. Buyer has the Right to Terminate under § 24.1., on or before **New Loan Terms Deadline**, if the New Loan Terms are not  
240 satisfactory to Buyer, in Buyer's sole subjective discretion.

241 **5.2.2. New Loan Availability.** If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is  
242 conditional upon Buyer's satisfaction with the availability of the New Loan based on the lender's review and underwriting of Buyer's  
243 New Loan Application (New Loan Availability). Buyer has the Right to Terminate under § 24.1., on or before the **New Loan**  
244 **Availability Deadline** if the New Loan Availability is not satisfactory to Buyer. Buyer does not have a Right to Terminate based on the  
245 New Loan Availability if the termination is based on the New Loan Terms, Appraised Value (defined below), the Lender Property  
246 Requirements (defined below), Insurability (§ 10.5. below) or the Conditional Upon Sale of Property (§ 10.7. below). **IF SELLER IS**  
247 **NOT IN DEFAULT AND DOES NOT TIMELY RECEIVE BUYER'S WRITTEN NOTICE TO TERMINATE, BUYER'S**  
248 **EARNEST MONEY WILL BE NONREFUNDABLE**, except as otherwise provided in this Contract (e.g., Appraisal, Title,  
249 Survey).

250 **5.3. Credit Information.** This Contract is conditional (for the sole benefit of Seller) upon Seller's approval of Buyer's  
251 financial ability and creditworthiness, which approval will be in Seller's sole subjective discretion. Accordingly: (1) Buyer must  
252 supply to Seller by **Buyer's Credit Information Deadline**, at Buyer's expense, information and documents (including a current  
253 credit report) concerning Buyer's financial, employment and credit condition; (2) Buyer consents that Seller may verify Buyer's  
254 financial ability and creditworthiness; and (3) any such information and documents received by Seller must be held by Seller in  
255 confidence and not released to others except to protect Seller's interest in this transaction. If the Cash at Closing is less than as set  
256 forth in § 4.1. of this Contract, Seller has the Right to Terminate under § 24.1., on or before Closing. If Seller disapproves of Buyer's  
257 financial ability or creditworthiness, in Seller's sole subjective discretion, Seller has the Right to Terminate under § 24.1., on or  
258 before **Disapproval of Buyer's Credit Information Deadline**.

259 **5.4. Existing Loan Review.** Seller must deliver copies of the loan documents (including note, deed of trust and any  
260 modifications) to Buyer by **Existing Loan Deadline**. For the sole benefit of Buyer, this Contract is conditional upon Buyer's review  
261 and approval of the provisions of such loan documents. Buyer has the Right to Terminate under § 24.1., on or before **Existing Loan**  
262 **Termination Deadline**, based on any unsatisfactory provision of such loan documents, in Buyer's sole subjective discretion. If the  
263 lender's approval of a transfer of the Property is required, this Contract is conditional upon Buyer obtaining such approval without  
264 change in the terms of such loan, except as set forth in § 4.6. If lender's approval is not obtained by **Loan Transfer Approval**  
265 **Deadline**, this Contract will terminate on such deadline. Seller has the Right to Terminate under § 24.1., on or before Closing, in  
266 Seller's sole subjective discretion, if Seller is to be released from liability under such existing loan and Buyer does not obtain such  
267 compliance as set forth in § 4.6.

268 **5.5. Buyer Representation of Principal Residence.** Buyer represents that Buyer will occupy the Property as Buyer's  
269 principal residence unless the following box is checked, then Buyer  represents that Buyer will NOT occupy the Property as  
270 Buyer's principal residence.

271 **6. APPRAISAL PROVISIONS.**

272 **6.1. Appraisal Definition.** An "Appraisal" is an opinion of value prepared by a licensed or certified appraiser, engaged on  
273 behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised Value). The Appraisal may also set forth  
274 certain lender requirements, replacements, removals or repairs necessary on or to the Property as a condition for the Property to be  
275 valued at the Appraised Value.

276 **6.2. Appraised Value.** The applicable appraisal provision set forth below applies to the respective loan type set forth in  
277 § 4.5.3., or if a cash transaction (i.e., no financing), § 6.2.1. applies.

278 **6.2.1. Conventional/Other.** Buyer has the right to obtain an Appraisal. If the Appraised Value is less than the  
279 Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline** Buyer may, on or before **Appraisal**  
280 **Objection Deadline**:

281 **6.2.1.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated;  
282 or

283 **6.2.1.2. Appraisal Objection.** Deliver to Seller a written objection accompanied by either a copy of the  
284 Appraisal or written notice from lender that confirms the Appraised Value is less than the Purchase Price (Lender Verification).

285 **6.2.1.3. Appraisal Resolution.** If an Appraisal Objection is received by Seller, on or before **Appraisal**  
286 **Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Appraisal Resolution**  
287 **Deadline**, this Contract will terminate on the **Appraisal Resolution Deadline**, unless Seller receives Buyer's written withdrawal of  
288 the Appraisal Objection before such termination, (i.e., on or before expiration of **Appraisal Resolution Deadline**).

289 **6.2.2. FHA.** It is expressly agreed that, notwithstanding any other provisions of this Contract, the purchaser (Buyer)  
290 shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of Earnest  
291 Money deposits or otherwise unless the purchaser (Buyer) has been given, in accordance with HUD/FHA or VA requirements, a  
292 written statement issued by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement lender,  
293 setting forth the appraised value of the Property of not less than \$\_\_\_\_\_. The purchaser (Buyer) shall have the privilege  
294 and option of proceeding with the consummation of this Contract without regard to the amount of the appraised valuation. The  
295 appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will  
296 insure. HUD does not warrant the value nor the condition of the Property. The purchaser (Buyer) should satisfy  
297 himself/herself/themselves that the price and condition of the Property are acceptable.

298 **6.2.3. VA.** It is expressly agreed that, notwithstanding any other provisions of this Contract, the purchaser (Buyer)  
299 shall not incur any penalty by forfeiture of Earnest Money or otherwise or be obligated to complete the purchase of the Property  
300 described herein, if the Contract Purchase Price or cost exceeds the reasonable value of the Property established by the Department  
301 of Veterans Affairs. The purchaser (Buyer) shall, however, have the privilege and option of proceeding with the consummation of  
302 this Contract without regard to the amount of the reasonable value established by the Department of Veterans Affairs.

303 **6.3. Lender Property Requirements.** If the lender imposes any written requirements, replacements, removals or repairs,  
304 including any specified in the Appraisal (Lender Property Requirements) to be made to the Property (e.g., roof repair, repainting),  
305 beyond those matters already agreed to by Seller in this Contract, this Contract terminates on the earlier of three days following  
306 Seller's receipt of the Lender Property Requirements, or Closing, unless prior to termination: (1) the parties enter into a written  
307 agreement to satisfy the Lender Property Requirements; (2) the Lender Property Requirements have been completed; or (3) the  
308 satisfaction of the Lender Property Requirements is waived in writing by Buyer.

309 **6.4. Cost of Appraisal.** Cost of the Appraisal to be obtained after the date of this Contract must be timely paid by  **Buyer**  
310  **Seller**. The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal management company, lender's  
311 agent or all three.

312 **7. OWNERS' ASSOCIATIONS.** This Section is applicable if the Property is located within one or more Common Interest  
313 Communities and subject to one or more declarations (Association).

314 **7.1. Common Interest Community Disclosure. THE PROPERTY IS LOCATED WITHIN A COMMON**  
315 **INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE OWNER OF**  
316 **THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE**  
317 **COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE**  
318 **ASSOCIATION. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL**  
319 **OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS**  
320 **OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD**  
321 **PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS**  
322 **AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING**  
323 **CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A**  
324 **COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF**

325 **PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL**  
326 **OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE**  
327 **DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE**  
328 **ASSOCIATION.**

329 **7.2. Association Documents to Buyer.** Seller is obligated to provide to Buyer the Association Documents (defined below),  
330 at Seller's expense, on or before **Association Documents Deadline**. Seller authorizes the Association to provide the Association  
331 Documents to Buyer, at Seller's expense. Seller's obligation to provide the Association Documents is fulfilled upon Buyer's receipt  
332 of the Association Documents, regardless of who provides such documents.

333 **7.3. Association Documents.** Association documents (Association Documents) consist of the following:

334 **7.3.1.** All Association declarations, articles of incorporation, bylaws, articles of organization, operating agreements,  
335 rules and regulations, party wall agreements and the Association's responsible governance policies adopted under § 38-33.3-209.5,  
336 C.R.S.;

337 **7.3.2.** Minutes of: (1) the annual owners' or members' meeting and (2) any executive boards' or managers' meetings;  
338 such minutes include those provided under the most current annual disclosure required under § 38-33.3-209.4, C.R.S. (Annual  
339 Disclosure) and minutes of meetings, if any, subsequent to the minutes disclosed in the Annual Disclosure. If none of the preceding  
340 minutes exist, then the most recent minutes, if any (§§ 7.3.1. and 7.3.2., collectively, Governing Documents); and

341 **7.3.3.** List of all Association insurance policies as provided in the Association's last Annual Disclosure, including,  
342 but not limited to, property, general liability, association director and officer professional liability and fidelity policies. The list must  
343 include the company names, policy limits, policy deductibles, additional named insureds and expiration dates of the policies listed  
344 (Association Insurance Documents);

345 **7.3.4.** A list by unit type of the Association's assessments, including both regular and special assessments as  
346 disclosed in the Association's last Annual Disclosure;

347 **7.3.5.** The Association's most recent financial documents which consist of: (1) the Association's operating budget  
348 for the current fiscal year, (2) the Association's most recent annual financial statements, including any amounts held in reserve for  
349 the fiscal year immediately preceding the Association's last Annual Disclosure, (3) the results of the Association's most recent  
350 available financial audit or review, (4) list of the fees and charges (regardless of name or title of such fees or charges) that the  
351 Association's community association manager or Association will charge in connection with the Closing including, but not limited  
352 to, any fee incident to the issuance of the Association's statement of assessments (Status Letter), any rush or update fee charged for  
353 the Status Letter, any record change fee or ownership record transfer fees (Record Change Fee), fees to access documents, (5) list of  
354 all assessments required to be paid in advance, reserves or working capital due at Closing and (6) reserve study, if any (§§ 7.3.4. and  
355 7.3.5., collectively, Financial Documents);

356 **7.3.6.** Any written notice from the Association to Seller of a "construction defect action" under § 38-33.3-303.5,  
357 C.R.S. within the past six months and the result of whether the Association approved or disapproved such action (Construction  
358 Defect Documents). Nothing in this Section limits the Seller's obligation to disclose adverse material facts as required under § 10.2.  
359 (Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition) including any problems or defects in the common  
360 elements or limited common elements of the Association property.

361 **7.4. Conditional on Buyer's Review.** Buyer has the right to review the Association Documents. Buyer has the Right to  
362 Terminate under § 24.1., on or before **Association Documents Termination Deadline**, based on any unsatisfactory provision in  
363 any of the Association Documents, in Buyer's sole subjective discretion. Should Buyer receive the Association Documents after  
364 **Association Documents Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to  
365 Terminate received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive  
366 the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing**  
367 **Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to  
368 Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory and Buyer waives any Right  
369 to Terminate under this provision, notwithstanding the provisions of § 8.6. (Third Party Right to Purchase/Approve).

370 **8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.**

371 **8.1. Evidence of Record Title.**

372  **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title insurance  
373 company to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title Deadline**, Seller must furnish  
374 to Buyer, a current commitment for an owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price,  
375 or if this box is checked,  an **Abstract of Title** certified to a current date. Seller will cause the title insurance policy to be issued  
376 and delivered to Buyer as soon as practicable at or after Closing.

377  **8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the title insurance  
378 company to furnish the owner's title insurance policy at Buyer's expense. On or before **Record Title Deadline**, Buyer must furnish to  
379 Seller, a current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price.  
380 If neither box in § 8.1.1. or § 8.1.2. is checked, § 8.1.1. applies.

381 **8.1.3. Owner's Extended Coverage (OEC).** The Title Commitment  **Will**  **Will Not** contain Owner's  
382 Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard exceptions

383 which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics' liens, (5) gap  
384 period (period between the effective date and time of commitment to the date and time the deed is recorded) and (6) unpaid taxes,  
385 assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be paid by  
386  Buyer  Seller  One-Half by Buyer and One-Half by Seller  Other \_\_\_\_\_.  
387 Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over  
388 any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined below,  
389 among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to object under  
390 § 8.7. (Right to Object to Title, Resolution).

391 **8.1.4. Title Documents.** Title Documents consist of the following: (1) copies of any plats, declarations, covenants,  
392 conditions and restrictions burdening the Property and (2) copies of any other documents (or, if illegible, summaries of such  
393 documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title  
394 Documents).

395 **8.1.5. Copies of Title Documents.** Buyer must receive, on or before **Record Title Deadline**, copies of all Title  
396 Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county  
397 where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the  
398 party or parties obligated to pay for the owner's title insurance policy.

399 **8.1.6. Existing Abstracts of Title.** Seller must deliver to Buyer copies of any abstracts of title covering all or any  
400 portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title Deadline**.

401 **8.2. Record Title.** Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the  
402 Title Documents as set forth in § 8.7. (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**. Buyer's  
403 objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or  
404 any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or Title  
405 Documents are not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title Commitment  
406 that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to  
407 Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object to: (1) any  
408 required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents,  
409 or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection,  
410 pursuant to this § 8.2. (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object  
411 to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required by § 8.1.  
412 (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable  
413 deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title  
414 Documents as satisfactory.

415 **8.3. Off-Record Title.** Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing  
416 surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without  
417 limitation, governmental improvements approved, but not yet installed) or other title matters not shown by public records, of which  
418 Seller has actual knowledge (Off-Record Matters). This Section excludes any **New ILC** or **New Survey** governed under § 9 (New  
419 ILC, New Survey). Buyer has the right to inspect the Property to investigate if any third party has any right in the Property not shown  
420 by public records (e.g., unrecorded easement, boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of  
421 Title Objection of any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2.  
422 (Record Title) and § 13 (Transfer of Title)), in Buyer's sole subjective discretion, must be received by Seller on or before **Off-  
423 Record Title Objection Deadline**. If an Off-Record Matter is received by Buyer after the **Off-Record Title Deadline**, Buyer has  
424 until the earlier of Closing or ten days after receipt by Buyer to review and object to such Off-Record Matter. If Seller receives  
425 Buyer's Notice to Terminate or Notice of Title Objection pursuant to this § 8.3. (Off-Record Title), any title objection by Buyer is  
426 governed by the provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller does not receive Buyer's Notice to  
427 Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts title subject to such Off-Record  
428 Matters and rights, if any, of third parties not shown by public records of which Buyer has actual knowledge.

429 **8.4. Special Taxing and Metropolitan Districts. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO**  
430 **GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES**  
431 **ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE**  
432 **PLACED AT RISK FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT**  
433 **WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH**  
434 **INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE**  
435 **SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY**  
436 **TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY AND BY OBTAINING**  
437 **FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND**  
438 **RECORDER, OR THE COUNTY ASSESSOR. The official website for the Metropolitan District, if any, is: \_\_\_\_\_.**

439 **8.5. Tax Certificate.** A tax certificate paid for by  Seller  Buyer, for the Property listing any special taxing or  
440 metropolitan districts that affect the Property (Tax Certificate) must be delivered to Buyer on or before **Record Title Deadline**. If  
441 the content of the Tax Certificate is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may terminate, on or before

442 **Record Title Objection Deadline.** Should Buyer receive the Tax Certificate after **Record Title Deadline**, Buyer, at Buyer's option,  
443 has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's  
444 receipt of the Tax Certificate. If Buyer does not receive the Tax Certificate, or if Buyer's Notice to Terminate would otherwise be  
445 required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing.  
446 If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the content of the Tax Certificate as  
447 satisfactory and Buyer waives any Right to Terminate under this provision. If Buyer's loan specified in §4.5.3. (Loan Limitations)  
448 prohibits Buyer from paying for the Tax Certificate, the Tax Certificate will be paid for by Seller.

449 **8.6. Third Party Right to Purchase/Approve.** If any third party has a right to purchase the Property (e.g., right of first  
450 refusal on the Property, right to purchase the Property under a lease or an option held by a third party to purchase the Property) or a  
451 right of a third party to approve this Contract, Seller must promptly submit this Contract according to the terms and conditions of  
452 such right. If the third-party holder of such right exercises its right this Contract will terminate. If the third party's right to purchase  
453 is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and effect. Seller must promptly  
454 notify Buyer in writing of the foregoing. If the third party right to purchase is exercised or approval of this Contract has not occurred  
455 on or before **Third Party Right to Purchase/Approve Deadline**, this Contract will then terminate. Seller will supply to Buyer, in  
456 writing, details of any Third Party Right to Purchase the Property on or before the Record Title Deadline.

457 **8.7. Right to Object to Title, Resolution.** Buyer has a right to object or terminate, in Buyer's sole subjective discretion,  
458 based on any title matters including those matters set forth in § 8.2. (Record Title), § 8.3. (Off-Record Title), § 8.5. (Tax Certificate)  
459 and § 13 (Transfer of Title). If Buyer exercises Buyer's rights to object or terminate based on any such title matter, on or before the  
460 applicable deadline, Buyer has the following options:

461 **8.7.1. Title Objection, Resolution.** If Seller receives Buyer's written notice objecting to any title matter (Notice of  
462 Title Objection) on or before the applicable deadline and if Buyer and Seller have not agreed to a written settlement thereof on or  
463 before **Title Resolution Deadline**, this Contract will terminate on the expiration of **Title Resolution Deadline**, unless Seller receives  
464 Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and  
465 waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the Record Title  
466 Deadline or the Off-Record Title Deadline, or both, are extended pursuant to § 8.2. (Record Title) or § 8.3. (Off-Record Title) the  
467 Title Resolution Deadline also will be automatically extended to the earlier of Closing or fifteen days after Buyer's receipt of the  
468 applicable documents; or

469 **8.7.2. Title Objection, Right to Terminate.** Buyer may exercise the Right to Terminate under § 24.1., on or before  
470 the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer's sole subjective discretion.

471 **8.8. Title Advisory.** The Title Documents affect the title, ownership and use of the Property and should be reviewed  
472 carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property,  
473 including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations,  
474 unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property and various  
475 laws and governmental regulations concerning land use, development and environmental matters.

476 **8.8.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE**  
477 **PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND TRANSFER OF**  
478 **THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR WATER**  
479 **RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL**  
480 **ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS MAY GIVE THEM**  
481 **RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL,**  
482 **GAS OR WATER.**

483 **8.8.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO**  
484 **ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A**  
485 **MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND**  
486 **RECORDER.**

487 **8.8.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT**  
488 **TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION**  
489 **OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING**  
490 **OF CURRENT WELLS AND GAS GATHERING AND PROCESSING FACILITIES.**

491 **8.8.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL**  
492 **INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING**  
493 **DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL**  
494 **AND GAS CONSERVATION COMMISSION.**

495 **8.8.5. Title Insurance Exclusions.** Matters set forth in this Section and others, may be excepted, excluded from, or  
496 not covered by the owner's title insurance policy.

497 **8.9. Mineral Rights Review.** Buyer has a Right to Terminate if examination of the Mineral Rights is unsatisfactory to  
498 Buyer on or before the **Mineral Rights Examination Deadline**.

499 **9. NEW ILC, NEW SURVEY.**

500 **9.1. New ILC or New Survey.** If the box is checked, (1)  **New Improvement Location Certificate (New ILC)**; or, (2)  
501  **New Survey** in the form of \_\_\_\_\_; is required and the following will apply:

502 **9.1.1. Ordering of New ILC or New Survey.**  **Seller**  **Buyer** will order the New ILC or New Survey. The  
503 New ILC or New Survey may also be a previous ILC or survey that is in the above-required form, certified and updated as of a date  
504 after the date of this Contract.

505 **9.1.2. Payment for New ILC or New Survey.** The cost of the New ILC or New Survey will be paid, on or before  
506 Closing, by:  **Seller**  **Buyer** or:

507  
508  
509 **9.1.3. Delivery of New ILC or New Survey.** Buyer, Seller, the issuer of the Title Commitment (or the provider of  
510 the opinion of title if an Abstract of Title) and \_\_\_\_\_ will receive a New ILC or New Survey on or before **New**  
511 **ILC or New Survey Deadline**.

512 **9.1.4. Certification of New ILC or New Survey.** The New ILC or New Survey will be certified by the surveyor to  
513 all those who are to receive the New ILC or New Survey.

514 **9.2. Buyer's Right to Waive or Change New ILC or New Survey Selection.** Buyer may select a New ILC or New  
515 Survey different than initially specified in this Contract if there is no additional cost to Seller or change to the **New ILC or New**  
516 **Survey Objection Deadline**. Buyer may, in Buyer's sole subjective discretion, waive a New ILC or New Survey if done prior to  
517 Seller incurring any cost for the same.

518 **9.3. New ILC or New Survey Objection.** Buyer has the right to review and object based on the New ILC or New Survey.  
519 If the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective discretion,  
520 Buyer may, on or before **New ILC or New Survey Objection Deadline**, notwithstanding § 8.3. or § 13:

521 **9.3.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1, that this Contract is terminated; or

522 **9.3.2. New ILC or New Survey Objection.** Deliver to Seller a written description of any matter that was to be  
523 shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.

524 **9.3.3. New ILC or New Survey Resolution.** If a **New ILC or New Survey Objection** is received by Seller, on or  
525 before **New ILC or New Survey Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on  
526 or before **New ILC or New Survey Resolution Deadline**, this Contract will terminate on expiration of the **New ILC or New Survey**  
527 **Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the New ILC or New Survey Objection before such  
528 termination (i.e., on or before expiration of **New ILC or New Survey Resolution Deadline**).

529

**DISCLOSURE, INSPECTION AND DUE DILIGENCE**

530 **10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY, DUE DILIGENCE AND SOURCE OF**  
531 **WATER.**

532 **10.1. Seller's Property Disclosure.** On or before **Seller's Property Disclosure Deadline**, Seller agrees to deliver to Buyer  
533 the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed by Seller  
534 to Seller's actual knowledge and current as of the date of this Contract.

535 **10.2. Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition.** Seller must disclose to Buyer  
536 any adverse material facts actually known by Seller as of the date of this Contract. Seller agrees that disclosure of adverse material  
537 facts will be in writing. In the event Seller discovers an adverse material fact after the date of this Contract, Seller must timely  
538 disclose such adverse fact to Buyer. Buyer has the Right to Terminate based on the Seller's new disclosure on the earlier of Closing  
539 or five days after Buyer's receipt of the new disclosure. Except as otherwise provided in this Contract, Buyer acknowledges that  
540 Seller is conveying the Property and Inclusions to Buyer in an "As Is" condition, "Where Is" and "With All Faults."

541 **10.3. Inspection.** Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections  
542 (by one or more third parties, personally or both) of the Property, Leased Items, and Inclusions (Inspection), at Buyer's expense. If  
543 (1) the physical condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the  
544 electrical, plumbing, HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions and Leased  
545 Items, (3) service to the Property (including utilities and communication services), systems and components of the Property (e.g.,  
546 heating and plumbing), (4) any proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or  
547 noise (whether on or off the Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's  
548 sole subjective discretion, Buyer may:

549 **10.3.1. Inspection Termination.** On or before the **Inspection Termination Deadline**, notify Seller in writing,  
550 pursuant to § 24.1., that this Contract is terminated due to any unsatisfactory condition, provided the Buyer did not previously deliver  
551 an Inspection Objection. Buyer's Right to Terminate under this provision expires upon delivery of an Inspection Objection to Seller  
552 pursuant to § 10.3.2.; or

553 **10.3.2. Inspection Objection.** On or before the **Inspection Objection Deadline**, deliver to Seller a written  
554 description of any unsatisfactory condition that Buyer requires Seller to correct.

555 **10.3.3. Inspection Resolution.** If an Inspection Objection is received by Seller, on or before **Inspection Objection**

556 **Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Inspection Resolution Deadline**,  
557 this Contract will terminate on **Inspection Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Inspection  
558 Objection before such termination (i.e., on or before expiration of **Inspection Resolution Deadline**). Nothing in this provision  
559 prohibits the Buyer and the Seller from mutually terminating this Contract before the Inspection Resolution Deadline passes by  
560 executing an Earnest Money Release.

561 **10.4. Damage, Liens and Indemnity.** Buyer, except as otherwise provided in this Contract or other written agreement  
562 between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at  
563 Buyer's request (Work) and must pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer  
564 must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer agrees to indemnify,  
565 protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such  
566 Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against  
567 any such liability, damage, cost or expense, or to enforce this Section, including Seller's reasonable attorney fees, legal fees and  
568 expenses. The provisions of this Section survive the termination of this Contract. This § 10.4. does not apply to items performed  
569 pursuant to an Inspection Resolution.

570 **10.5. Insurability.** Buyer has the Right to Terminate under § 24.1., on or before **Property Insurance Termination**  
571 **Deadline**, based on any unsatisfactory provision of the availability, terms and conditions and premium for property insurance  
572 (Property Insurance) on the Property, in Buyer's sole subjective discretion.

573 **10.6. Due Diligence.**

574 **10.6.1. Due Diligence Documents.** Seller agrees to deliver copies of the following documents and information  
575 pertaining to the Property and Leased Items (Due Diligence Documents) to Buyer on or before **Due Diligence Documents Delivery**  
576 **Deadline**:

577 **10.6.1.1. Occupancy Agreements.** All current leases, including any amendments or other occupancy  
578 agreements, pertaining to the Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing  
579 are as follows (Leases):

580

581

582

583 **10.6.1.2. Leased Items Documents.** If any lease of personal property (§ 2.5.8., Leased Items) will be  
584 transferred to Buyer at Closing, Seller agrees to deliver copies of the leases and information pertaining to the personal property to  
585 Buyer on or before **Due Diligence Documents Delivery Deadline**.

586 **10.6.1.3. Encumbered Inclusions Documents.** If any Inclusions owned by Seller are encumbered  
587 pursuant to § 2.5.5. (Encumbered Inclusions) above, Seller agrees to deliver copies of the evidence of debt, security and any other  
588 documents creating the encumbrance to Buyer on or before **Due Diligence Documents Delivery Deadline**.

589 **10.6.1.4. Solar Power Plan.** Copy of any Solar Power Plan not included in Leased Items (regardless of  
590 its name or title).

591 **10.6.1.5. Septic Use Permit.** If required by the local health department or other applicable government  
592 entity, on or before the local health department's applicable deadline, Seller must pay for and furnish to Buyer a Septic Use Permit.

593 **10.6.1.6. Other Documents.** Other documents and information:

594

595

596

597

598 **10.6.2. Due Diligence Documents Review and Objection.** Buyer has the right to review and object based on the Due  
599 Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory, in Buyer's sole subjective  
600 discretion, Buyer may, on or before **Due Diligence Documents Objection Deadline**:

601 **10.6.2.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1., that this Contract is  
602 terminated; or

603 **10.6.2.2. Due Diligence Documents Objection.** Deliver to Seller a written description of any  
604 unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

605 **10.6.2.3. Due Diligence Documents Resolution.** If a Due Diligence Documents Objection is received  
606 by Seller, on or before **Due Diligence Documents Objection Deadline** and if Buyer and Seller have not agreed in writing to a  
607 settlement thereof on or before **Due Diligence Documents Resolution Deadline**, this Contract will terminate on **Due Diligence**  
608 **Documents Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Due Diligence Documents Objection  
609 before such termination (i.e., on or before expiration of **Due Diligence Documents Resolution Deadline**).

610 **10.6.2.4. Automatic Due Diligence Extension.** If a Due Diligence Document is not delivered on or  
611 before the Due Diligence Documents Deadline, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review  
612 and object to such Due Diligence Document. If Buyer's right to review and object to such Due Diligence Document is extended due  
613 to such Due Diligence Document not being delivered on or before the Due Diligence Documents Deadline, the Due Diligence

614 Document Resolution Deadline will also be extended to the earlier of Closing or fifteen days after Buyer's receipt of such Due  
615 Diligence Document.

616 **10.7. Conditional Upon Sale of Property.** This Contract is conditional upon the sale and closing of that certain property  
617 owned by Buyer and commonly known as \_\_\_\_\_. Buyer has  
618 the Right to Terminate under § 24.1. effective upon Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale**  
619 **Deadline** if such property is not sold and closed by such deadline. This Section is for the sole benefit of Buyer. If Seller does not  
620 receive Buyer's Notice to Terminate on or before **Conditional Sale Deadline**, Buyer waives any Right to Terminate under this  
621 provision.

622 **10.8. Source of Potable Water (Residential Land and Residential Improvements Only).** Buyer  Does  Does Not  
623 acknowledge receipt of a copy of Seller's Property Disclosure or Source of Water Addendum disclosing the source of potable water for  
624 the Property.  There is No Well. Buyer  Does  Does Not acknowledge receipt of a copy of the current well permit.

625 **Note to Buyer: SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND**  
626 **WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO**  
627 **DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.**

628 **10.9. Existing Leases; Modification of Existing Leases; New Leases. [Intentionally Deleted]**

629 **10.10. Lead-Based Paint.**

630 **10.10.1. Lead-Based Paint Disclosure.** Unless exempt, if the Property includes one or more residential dwellings  
631 constructed or a building permit was issued prior to January 1, 1978, for the benefit of Buyer, Seller and all required real estate  
632 licensees must sign and deliver to Buyer a completed Lead-Based Paint Disclosure (Sales) form on or before the **Lead-Based Paint**  
633 **Disclosure Deadline.** If Buyer does not timely receive the Lead-Based Paint Disclosure, Buyer may waive the failure to timely  
634 receive the Lead-Based Paint Disclosure, or Buyer may exercise Buyer's Right to Terminate under § 24.1. by Seller's receipt of  
635 Buyer's Notice to Terminate on or before the expiration of the **Lead-Based Paint Termination Deadline.**

636 **10.10.2. Lead-Based Paint Assessment.** If Buyer elects to conduct or obtain a risk assessment or inspection of the  
637 Property for the presence of Lead-Based Paint or Lead-Based Paint hazards, Buyer has a Right to Terminate under § 24.1. by Seller's  
638 receipt of Buyer's Notice to Terminate on or before the expiration of the **Lead-Based Paint Termination Deadline.** Buyer may  
639 elect to waive Buyer's right to conduct or obtain a risk assessment or inspection of the Property for the presence of Lead-Based Paint  
640 or Lead-Based Paint hazards. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the condition  
641 of the Property relative to any Lead-Based Paint as satisfactory and Buyer waives any Right to Terminate under this provision.

642 **10.11. Carbon Monoxide Alarms. Note:** If the improvements on the Property have a fuel-fired heater or appliance, a  
643 fireplace, or an attached garage and include one or more rooms lawfully used for sleeping purposes (Bedroom), the parties  
644 acknowledge that Colorado law requires that Seller assure the Property has an operational carbon monoxide alarm installed within  
645 fifteen feet of the entrance to each Bedroom or in a location as required by the applicable building code.

646 **10.12. Methamphetamine Disclosure.** If Seller knows that methamphetamine was ever manufactured, processed, cooked,  
647 disposed of, used or stored at the Property, Seller is required to disclose such fact. No disclosure is required if the Property was  
648 remediated in accordance with state standards and other requirements are fulfilled pursuant to § 25-18.5-102, C.R.S., Buyer further  
649 acknowledges that Buyer has the right to engage a certified hygienist or industrial hygienist to test whether the Property has ever  
650 been used as a methamphetamine laboratory. Buyer has the Right to Terminate under § 24.1., upon Seller's receipt of Buyer's written  
651 Notice to Terminate, notwithstanding any other provision of this Contract, based on Buyer's test results that indicate the Property  
652 has been contaminated with methamphetamine, but has not been remediated to meet the standards established by rules of the State  
653 Board of Health promulgated pursuant to § 25-18.5-102, C.R.S. Buyer must promptly give written notice to Seller of the results of  
654 the test.

655 **10.13. Radon Disclosure. THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT**  
656 **STRONGLY RECOMMENDS THAT ALL HOME BUYERS HAVE AN INDOOR RADON TEST PERFORMED**  
657 **BEFORE PURCHASING RESIDENTIAL REAL PROPERTY AND RECOMMENDS HAVING THE RADON LEVELS**  
658 **MITIGATED IF ELEVATED RADON CONCENTRATIONS ARE FOUND. ELEVATED RADON CONCENTRATIONS**  
659 **CAN BE REDUCED BY A RADON MITIGATION PROFESSIONAL.**

660 **RESIDENTIAL REAL PROPERTY MAY PRESENT EXPOSURE TO DANGEROUS LEVELS OF INDOOR RADON**  
661 **GAS THAT MAY PLACE THE OCCUPANTS AT RISK OF DEVELOPING RADON-INDUCED LUNG CANCER.**  
662 **RADON, A CLASS A HUMAN CARCINOGEN, IS THE LEADING CAUSE OF LUNG CANCER IN NONSMOKERS**  
663 **AND THE SECOND LEADING CAUSE OF LUNG CANCER OVERALL. THE SELLER OF RESIDENTIAL REAL**  
664 **PROPERTY IS REQUIRED TO PROVIDE THE BUYER WITH ANY KNOWN INFORMATION ON RADON TEST**  
665 **RESULTS OF THE RESIDENTIAL REAL PROPERTY.**

666 **AN ELECTRONIC COPY OF THE MOST RECENT BROCHURE PUBLISHED BY THE DEPARTMENT OF**  
667 **PUBLIC HEALTH AND ENVIRONMENT IN ACCORDANCE WITH C.R.S. §25-11-114(2)(A) THAT PROVIDES**  
668 **ADVICE ABOUT "RADON AND REAL ESTATE TRANSACTIONS IN COLORADO" IS AVAILABLE AT:**  
669 **HTTPS://CDPHE.COLORADO.GOV/RADON-AND-REAL-ESTATE.**

670 **11. TENANT ESTOPPEL STATEMENTS. [Intentionally Deleted]**

671

**CLOSING PROVISIONS**

672 **12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.**

673 **12.1. Closing Documents and Closing Information.** Seller and Buyer will cooperate with the Closing Company to enable  
674 the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If Buyer is  
675 obtaining a loan to purchase the Property, Buyer acknowledges Buyer's lender is required to provide the Closing Company, in a  
676 timely manner, all required loan documents and financial information concerning Buyer's loan. Buyer and Seller will furnish any  
677 additional information and documents required by Closing Company that will be necessary to complete this transaction. Buyer and  
678 Seller will sign and complete all customary or reasonably required documents at or before Closing.

679 **12.2. Closing Instructions.** Colorado Real Estate Commission's Closing Instructions  **Are**  **Are Not** executed with  
680 this Contract.

681 **12.3. Closing.** Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as  
682 the **Closing Date** or by mutual agreement at an earlier date. At Closing, Seller must provide Buyer with the ability to access the  
683 Property (e.g. keys, access code, garage door opener). The hour and place of Closing will be as designated by  
684 \_\_\_\_\_.

685 **12.4. Disclosure of Settlement Costs.** Buyer and Seller acknowledge that costs, quality and extent of service vary between  
686 different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

687 **12.5. Assignment of Leases.** Seller must assign to Buyer all Leases at Closing that will continue after Closing and Buyer  
688 must assume Seller's obligations under such Leases. Further, Seller must transfer to Buyer all Leased Items and assign to Buyer such  
689 leases for the Leased Items accepted by Buyer pursuant to § 2.5.8. (Leased Items).

690 **13. TRANSFER OF TITLE.** Subject to Buyer's compliance with the terms and provisions of this Contract, including the tender  
691 of any payment due at Closing, Seller must execute and deliver the following good and sufficient deed to Buyer, at Closing:   
692 special warranty deed  general warranty deed  bargain and sale deed  quit claim deed  personal representative's deed  
693  \_\_\_\_\_ deed. Seller, provided another deed is not selected, must execute and deliver a good and  
694 sufficient special warranty deed to Buyer, at Closing.

695 Unless otherwise specified in § 30 (Additional Provisions), if title will be conveyed using a special warranty deed or a general  
696 warranty deed, title will be conveyed "subject to statutory exceptions" as defined in §38-30-113(5)(a), C.R.S.

697 **14. PAYMENT OF LIENS AND ENCUMBRANCES.** Unless agreed to by Buyer in writing, any amounts owed on any liens  
698 or encumbrances securing a monetary sum against the Property and Inclusions, including any governmental liens for special  
699 improvements installed as of the date of Buyer's signature hereon, whether assessed or not, and previous years' taxes, will be paid  
700 at or before Closing by Seller from the proceeds of this transaction or from any other source.

701 **15. CLOSING COSTS, FEES, ASSOCIATION STATUS LETTER AND DISBURSEMENTS, TAXES AND**  
702 **WITHHOLDING.**

703 **15.1. Closing Costs.** Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required  
704 to be paid at Closing, except as otherwise provided herein. However, if Buyer's loan specified in §4.5.3. (Loan Limitations) prohibits  
705 Buyer from paying for any of the fees contained in this Section, the fees will be paid for by Seller.

706 **15.2. Closing Services Fee.** The fee for real estate closing services must be paid at Closing by  **Buyer**  **Seller**  
707  **One-Half by Buyer and One-Half by Seller**  **Other** \_\_\_\_\_.

708 **15.3. Association Fees and Required Disbursements.** At least fourteen days prior to **Closing Date**, Seller agrees to  
709 promptly request that the Closing Company or the Association deliver to Buyer a current Status Letter, if applicable. Any fees  
710 associated with or specified in the Status Letter will be paid as follows:

711 **15.3.1. Status Letter Fee.** Any fee incident to the issuance of Association's Status Letter must be paid by Seller.

712 **15.3.2. Record Change Fee.** Any Record Change Fee must be paid by  **Buyer**  **Seller**  **One-Half by Buyer**  
713 **and One-Half by Seller**  **N/A.**

714 **15.3.3. Reserves or Working Capital.** Unless agreed to otherwise, all reserves or working capital due (or other  
715 similar cost not addressed in § 16.2. (Association Assessments)) at Closing must be paid by  **Buyer**  **Seller**  **One-Half by**  
716 **Buyer and One-Half by Seller**  **N/A.**

717 **15.3.4. Other Fees.** Any other fee listed in the Status Letter as required to be paid at Closing will be paid by   
718 **Buyer**  **Seller**  **One-Half by Buyer and One-Half by Seller**  **N/A.**

719 **15.4. Local Transfer Tax.** Any Local Transfer Tax must be paid at Closing by  **Buyer**  **Seller**  **One-Half by**  
720 **Buyer and One-Half by Seller**  **N/A.**

721 **15.5. Sales and Use Tax.** Any sales and use tax that may accrue because of this transaction must be paid when due by  
722  **Buyer**  **Seller**  **One-Half by Buyer and One-Half by Seller**  **N/A.**

723 **15.6. Private Transfer Fee.** Any private transfer fees and other fees due to a transfer of the Property, payable at Closing,  
724 such as community association fees, developer fees and foundation fees, must be paid at Closing by  Buyer  Seller  
725  One-Half by Buyer and One-Half by Seller  N/A.

726 **15.7. Water Transfer Fees.** Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed  
727 \$ \_\_\_\_\_ for:

728  Water District/Municipality  Water Stock  
729  Augmentation Membership  Small Domestic Water Company  \_\_\_\_\_  
730 and must be paid at Closing by  Buyer  Seller  One-Half by Buyer and One-Half by Seller  N/A.

731 **15.8. Utility Transfer Fees.** Utility transfer fees can change. Any fees to transfer utilities from Seller to Buyer must be  
732 paid by  Buyer  Seller  One-Half by Buyer and One-Half by Seller  N/A.

733 **15.9. FIRPTA and Colorado Withholding.**

734 **15.9.1. FIRPTA.** The Internal Revenue Service (IRS) may require a substantial portion of the Seller's proceeds be  
735 withheld after Closing when Seller is a foreign person. If required withholding does not occur, the Buyer could be held liable for the  
736 amount of the Seller's tax, interest and penalties. If the box in this Section is checked, Seller represents that Seller  IS a foreign  
737 person for purposes of U.S. income taxation. If the box in this Section is not checked, Seller represents that Seller is not a foreign  
738 person for purposes of U.S. income taxation. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably  
739 requested documents to verify Seller's foreign person status. If withholding is required, Seller authorizes Closing Company to  
740 withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or  
741 if an exemption exists.

742 **15.9.2. Colorado Withholding.** The Colorado Department of Revenue may require a portion of the Seller's proceeds  
743 be withheld after Closing when Seller will not be a Colorado resident after Closing, if not otherwise exempt. Seller agrees to  
744 cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's status. If withholding  
745 is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's  
746 tax advisor to determine if withholding applies or if an exemption exists.

747 **16. PRORATIONS AND ASSOCIATION ASSESSMENTS.**

748 **16.1. Prorations.** The following will be prorated to the **Closing Date**, except as otherwise provided:

749 **16.1.1. Taxes.** Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes  
750 for the year of Closing, based on  Taxes for the Calendar Year Immediately Preceding Closing  Most Recent Mill Levy  
751 and Most Recent Assessed Valuation, adjusted by any applicable qualifying seniors property tax exemption, qualifying disabled  
752 veteran exemption or  Other \_\_\_\_\_.

753 **16.1.2. Rents.** Rents based on  Rents Actually Received  Accrued. At Closing, Seller will transfer or credit  
754 to Buyer the security deposits for all Leases assigned to Buyer, or any remainder after lawful deductions, and notify all tenants in  
755 writing of such transfer and of the transferee's name and address.

756 **16.1.3. Other Prorations.** Water and sewer charges, propane, interest on continuing loan and \_\_\_\_\_.

757 **16.1.4. Final Settlement.** Unless otherwise specified in Additional Provisions, these prorations are final.

758 **16.2. Association Assessments.** Current regular Association assessments and dues (Association Assessments) paid in  
759 advance will be credited to Seller at Closing. All Association Assessments accrued before Closing must be paid by Seller and all  
760 Association Assessments accrued after Closing must be paid by Buyer. Cash reserves held out of the regular Association Assessments  
761 for deferred maintenance by the Association will not be credited to Seller except as may be otherwise provided by the Governing  
762 Documents. Any special assessment assessed prior to **Closing Date** by the Association will be the obligation of  Buyer   
763 Seller. Except however, any special assessment by the Association for improvements that have been installed as of the date of  
764 Buyer's signature hereon, whether assessed prior to or after Closing, will be the obligation of Seller unless otherwise specified in  
765 Additional Provisions. Seller represents there are no unpaid regular or special assessments against the Property except the current  
766 regular assessments and \_\_\_\_\_. Association Assessments are subject to change as provided in the  
767 Governing Documents.

768 **17. POSSESSION.** Possession of the Property and Inclusions will be delivered to Buyer on **Possession Date** at **Possession Time**,  
769 subject to the Leases as set forth in § 10.6.1.1. If the parties have executed a Post-Closing Occupancy Agreement, such agreement  
770 will control Possession Date and Possession Time.

771 If Seller, after Closing occurs, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally  
772 liable to Buyer, notwithstanding § 20.2. (If Seller is in Default), for payment of \$ \_\_\_\_\_ per day (or any part of a day  
773 notwithstanding § 3.3., Day) from **Possession Date** and **Possession Time** until possession is delivered. Additionally, Buyer may  
774 pursue a claim against Seller for any of Buyer's actual additional damages incurred by Buyer in excess of such amount.

775

**GENERAL PROVISIONS**

776 **18. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION; AND**  
777 **WALK-THROUGH.** Except as otherwise provided in this Contract, the Property and Inclusions will be delivered in the condition  
778 existing as of the date of this Contract, ordinary wear and tear excepted.

779 **18.1. Causes of Loss, Insurance.** In the event the Property or Inclusions are damaged by fire, other perils or causes of loss  
780 prior to Closing (Property Damage) in an amount of not more than ten percent of the total Purchase Price and if the repair of the  
781 damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds,  
782 will use Seller's reasonable efforts to repair the Property before **Closing Date**. Buyer has the Right to Terminate under § 24.1., on  
783 or before **Closing Date**, if the Property is not repaired before **Closing Date**, or if the damage exceeds such sum. Should Buyer elect  
784 to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were  
785 received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any  
786 deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received  
787 the insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the Property repaired prior to  
788 Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if acceptable to Seller's  
789 insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the parties or their attorney  
790 requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and will receive due to such  
791 damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.

792 **18.2. Damage, Inclusions and Services.** Should any Inclusion or service (including utilities and communication services),  
793 system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged between the date  
794 of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion  
795 or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or  
796 Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before  
797 replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by  
798 Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, or, at the  
799 option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must  
800 not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive  
801 Closing.

802 **18.3. Condemnation.** In the event Seller receives actual notice prior to Closing that a pending condemnation action may  
803 result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation  
804 action. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, based on such condemnation action, in Buyer's  
805 sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and  
806 Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value  
807 of the Property or Inclusions, but such credit will not include relocation benefits or expenses or exceed the Purchase Price.

808 **18.4. Walk-Through and Verification of Condition.** Buyer, upon reasonable notice, has the right to walk through the  
809 Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.  
810

811 **19. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this Contract, Buyer and Seller acknowledge that  
812 their respective broker has advised that this Contract has important legal consequences and has recommended: (1) legal examination  
813 of title; (2) consultation with legal and tax or other counsel before signing this Contract as this Contract may have important legal  
814 and tax implications; (3) to consult with their own attorney if Water Rights, Mineral Rights or Leased Items are included or excluded  
815 in the sale; and (4) to consult with legal counsel if there are other matters in this transaction for which legal counsel should be  
816 engaged and consulted. Such consultations must be done timely as this Contract has strict time limits, including deadlines, that must  
817 be complied with.  
818

819 **20. TIME OF ESSENCE, DEFAULT AND REMEDIES.** Time is of the essence for all dates and deadlines in this Contract.  
820 This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money, is not paid, honored  
821 or tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting party  
822 has the following remedies:

823 **20.1. If Buyer is in Default:**

824  **20.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid  
825 by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money is not a penalty, and the parties agree the  
826 amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to treat  
827 this Contract as being in full force and effect and Seller has the right to specific performance or damages, or both.

828 **20.1.2. Liquidated Damages, Applicable.** This § 20.1.2. applies unless the box in § 20.1.1. is checked. Seller may  
829 cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that  
830 the Earnest Money amount specified in § 4.1. is LIQUIDATED DAMAGES and not a penalty, which amount the parties agree is  
831 fair and reasonable and (except as provided in §§ 10.4. and 21), such amount is SELLER'S ONLY REMEDY for Buyer's failure to  
832 perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and additional damages.  
833

**20.2. If Seller is in Default:**

834 **20.2.1. Specific Performance, Damages or Both.** Buyer may elect to treat this Contract as canceled, in which case  
835 all Earnest Money received hereunder will be returned to Buyer and Buyer may recover such damages as may be proper.  
836 Alternatively, in addition to the per diem in § 17 (Possession) for failure of Seller to timely deliver possession of the Property after  
837 Closing occurs, Buyer may elect to treat this Contract as being in full force and effect and Buyer has the right to specific performance  
838 or damages, or both.

839 **20.2.2. Seller's Failure to Perform.** In the event Seller fails to perform Seller's obligations under this Contract, to  
840 include, but not limited to, failure to timely disclose Association violations known by Seller, failure to perform any replacements or  
841 repairs required under this Contract or failure to timely disclose any known adverse material facts, Seller remains liable for any such  
842 failures to perform under this Contract after Closing. Buyer's rights to pursue the Seller for Seller's failure to perform under this  
843 Contract are reserved and survive Closing.

844 **21. LEGAL FEES, COST AND EXPENSES.** Anything to the contrary herein notwithstanding, in the event of any arbitration  
845 or litigation relating to this Contract, prior to or after **Closing Date**, the arbitrator or court must award to the prevailing party all  
846 reasonable costs and expenses, including attorney fees, legal fees and expenses.

847 **22. MEDIATION.** If a dispute arises relating to this Contract (whether prior to or after Closing) and is not resolved, the parties  
848 must first proceed, in good faith, to mediation. Mediation is a process in which the parties meet with an impartial person who helps  
849 to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is  
850 binding, the parties to the dispute must agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator  
851 and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire  
852 dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at that  
853 party's last known address (physical or electronic as provided in § 26). Nothing in this Section prohibits either party from filing a  
854 lawsuit and recording a *lis pendens* affecting the Property, before or after the date of written notice requesting mediation. This  
855 Section will not alter any date in this Contract, unless otherwise agreed.

856 **23. EARNEST MONEY DISPUTE.** Except as otherwise provided herein, Earnest Money Holder must release the Earnest  
857 Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding  
858 the Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole subjective  
859 discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest  
860 Money into a court of competent jurisdiction (Earnest Money Holder is entitled to recover court costs and reasonable attorney and  
861 legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of  
862 the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one  
863 hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder is authorized to return the Earnest  
864 Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit and has not interplead the monies at the time  
865 of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the  
866 obligation of § 22 (Mediation). This Section will survive cancellation or termination of this Contract.

867 **24. TERMINATION.**

868 **24.1. Right to Terminate.** If a party has a right to terminate, as provided in this Contract (Right to Terminate), the  
869 termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written  
870 notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or  
871 before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory  
872 and waives the Right to Terminate under such provision. Any Notice to Terminate delivered after the applicable deadline specified  
873 in the Contract is ineffective and does not terminate this Contract.

874 **24.2. Effect of Termination.** In the event this Contract is terminated, all Earnest Money received hereunder must be timely  
875 returned to Buyer and the parties are then relieved of all obligations hereunder, subject to §§ 10.4. and 21.

876 **25. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS.** This Contract, its exhibits and specified  
877 addenda, constitute the entire agreement between the parties relating to the subject hereof and any prior agreements pertaining  
878 thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the terms  
879 of this Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right or  
880 obligation in this Contract that, by its terms, exists or is intended to be performed after termination or Closing survives the same.  
881 Any successor to a party receives the predecessor's benefits and obligations of this Contract.

882 **26. NOTICE, DELIVERY AND CHOICE OF LAW.**

883 **26.1. Physical Delivery and Notice.** Any document or notice to Buyer or Seller must be in writing, except as provided in  
884 § 26.2. and is effective when physically received by such party, any individual named in this Contract to receive documents or  
885 notices for such party, Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing  
886 must be received by the party, not Broker or Brokerage Firm).

887 **26.2. Electronic Notice.** As an alternative to physical delivery, any notice may be delivered in electronic form to Buyer or  
888 Seller, any individual named in this Contract to receive documents or notices for such party, Broker or Brokerage Firm of Broker  
889 working with such party (except any notice or delivery after Closing, cancellation or Termination must be received by the party, not  
890 Broker or Brokerage Firm) at the electronic address of the recipient by facsimile, email or \_\_\_\_\_.

891 **26.3. Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by: (1) email at the email address  
892 of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the  
893 documents, or (3) facsimile at the facsimile number (Fax No.) of the recipient.

894 **26.4. Choice of Law.** This Contract and all disputes arising hereunder are governed by and construed in accordance with  
895 the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property  
896 located in Colorado.

897 **27. NOTICE OF ACCEPTANCE, COUNTERPARTS.** This proposal will expire unless accepted in writing, by Buyer and  
898 Seller, as evidenced by their signatures below and the offering party receives notice of such acceptance pursuant to § 26 on or before  
899 **Acceptance Deadline Date and Acceptance Deadline Time.** If accepted, this document will become a contract between Seller and  
900 Buyer. A copy of this Contract may be executed by each party, separately and when each party has executed a copy thereof, such  
901 copies taken together are deemed to be a full and complete contract between the parties.

902 **28. GOOD FAITH.** Buyer and Seller acknowledge that each party has an obligation to act in good faith including, but not limited to,  
903 exercising the rights and obligations set forth in the provisions of **Financing Conditions and Obligations; Title Insurance,**  
904 **Record Title and Off-Record Title; New ILC, New Survey; and Property Disclosure, Inspection, Indemnity, Insurability Due**  
905 **Diligence and Source of Water.**

906 **29. BUYER'S BROKERAGE FIRM COMPENSATION.** Buyer's brokerage firm's compensation will be paid, at Closing, as  
907 follows:

908  **29.1.** \_\_\_\_% of the Purchase Price or \$ \_\_\_\_\_ by Seller. Buyer's brokerage firm is an intended third-party  
909 beneficiary under this provision only. The amount paid by Seller under this provision is in addition to any other amounts Seller is  
910 paying on behalf of Buyer elsewhere in this Contract.

911  **29.2.** \_\_\_\_% of the Purchase Price or \$ \_\_\_\_\_ by Buyer pursuant to a separate agreement between Buyer and  
912 Buyer's brokerage firm. This amount may be modified between Buyer and Buyer's brokerage firm outside of this Contract.

913  **29.3.** \_\_\_\_% of the Purchase Price or \$ \_\_\_\_\_ by a separate agreement between Buyer's brokerage firm and  
914 Seller's brokerage firm.

915

**ADDITIONAL PROVISIONS AND ATTACHMENTS**

916 **30. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate  
917 Commission.)

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928 **31. OTHER DOCUMENTS.**

929 **31.1. Documents Part of Contract.** The following documents are a part of this Contract:

930  **31.1.1. Post-Closing Occupancy Agreement.** If the box is checked, the Post-Closing Occupancy  
931 Agreement is a part of this Contract.

932

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936 **31.2. Documents Not Part of Contract.** The following documents have been provided but are not a part of this Contract:

937  
938  
939

**SIGNATURES**

940

941

Buyer's Name: \_\_\_\_\_ Buyer's Name: \_\_\_\_\_

\_\_\_\_\_  
Buyer's Signature Date Buyer's Signature Date

Address: \_\_\_\_\_ Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_ Email Address: \_\_\_\_\_

942 **[NOTE: If this offer is being countered or rejected, do not sign this document.]**

Seller's Name: \_\_\_\_\_ Seller's Name: \_\_\_\_\_

\_\_\_\_\_  
Seller's Signature Date Seller's Signature Date

Address: \_\_\_\_\_ Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_ Email Address: \_\_\_\_\_

943

944

**END OF CONTRACT TO BUY AND SELL REAL ESTATE**

**BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.**

**A. Broker Working With Buyer**

Broker  **Does**  **Does Not** acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Buyer as a  **Buyer's Agent**  **Transaction-Broker** in this transaction.

**Customer.** Broker has no brokerage relationship with Buyer. See § B for Broker's brokerage relationship with Seller.

Brokerage Firm's compensation or commission is to be paid as specified in §29 above.

This Broker's Acknowledgments and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be entered into separately and apart from this provision.



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## **Contract Exercise 7 Counterproposal**

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While there was much that the Rathburns liked in the offer presented to them by the Garcias, they felt that they wanted a little more for the property. Consequently, the Rathburns have decided to counter the offer at \$378,000.

All other conditions to the Garcias' offer are acceptable.

Acceptance Deadline for the Counterproposal is to be July 17 at 5:00 p.m.

A solution to the exercise can be found in Appendix A of the Colorado Contracts and Regulations Textbook.



The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.  
(CP40-6-21) (Mandatory 1-22)

**THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.**

## COUNTERPROPOSAL

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

1. This Counterproposal supersedes and replaces any previous counterproposal. This Counterproposal amends the proposed contract dated \_\_\_\_\_ (Contract) between \_\_\_\_\_ (Seller) and \_\_\_\_\_ (Buyer) relating to the sale and purchase of the following legally described real estate in the County of \_\_\_\_\_, Colorado (insert legal description):

known as: \_\_\_\_\_ (Property).  
Street Address
City
State
Zip

**NOTE: If the table is omitted, or if any item is left blank or is marked in the "No Change" column, it means no change to the corresponding provision of the Contract. If any item is marked in the "Deleted" column, it means that the corresponding provision of the Contract to which reference is made is deleted.**

2. § 3.1. Dates and Deadlines. [Note: This table may be omitted if inapplicable.]

| Item No. | Reference | Event  | Date or Deadline | No Change | Deleted |
|----------|-----------|--|------------------|-----------|---------|
| 1        | § 3       | Time of Day Deadline                               |                  |           |         |
| 2        | § 3       | Alternative Earnest Money Deadline                 |                  |           |         |
|          |           | <b>Title</b>                                       |                  |           |         |
| 3        | § 8       | Record Title Deadline (and Tax Certificate)        |                  |           |         |
| 4        | § 8       | Record Title Objection Deadline                    |                  |           |         |
| 5        | § 8       | Off-Record Title Deadline                          |                  |           |         |
| 6        | § 8       | Off-Record Title Objection Deadline                |                  |           |         |
| 7        | § 8       | Title Resolution Deadline                          |                  |           |         |
| 8        | § 8       | Third Party Right to Purchase/Approve Deadline     |                  |           |         |
|          |           | <b>Owners' Association</b>                         |                  |           |         |
| 9        | § 7       | Association Documents Deadline                     |                  |           |         |
| 10       | § 7       | Association Documents Termination Deadline         |                  |           |         |
|          |           | <b>Seller's Disclosures</b>                        |                  |           |         |
| 11       | § 10      | Seller's Property Disclosure Deadline              |                  |           |         |
| 12       | § 10      | Lead-Based Paint Disclosure Deadline               |                  |           |         |
|          |           | <b>Loan and Credit</b>                             |                  |           |         |
| 13       | § 5       | New Loan Application Deadline                      |                  |           |         |
| 14       | § 5       | New Loan Terms Deadline                            |                  |           |         |
| 15       | § 5       | New Loan Availability Deadline                     |                  |           |         |
| 16       | § 5       | Buyer's Credit Information Deadline                |                  |           |         |
| 17       | § 5       | Disapproval of Buyer's Credit Information Deadline |                  |           |         |
| 18       | § 5       | Existing Loan Deadline                             |                  |           |         |
| 19       | § 5       | Existing Loan Termination Deadline                 |                  |           |         |
| 20       | § 5       | Loan Transfer Approval Deadline                    |                  |           |         |
| 21       | § 4       | Seller or Private Financing Deadline               |                  |           |         |
|          |           | <b>Appraisal</b>                                   |                  |           |         |
| 22       | § 6       | Appraisal Deadline                                 |                  |           |         |
| 23       | § 6       | Appraisal Objection Deadline                       |                  |           |         |

|    |      |  |  |  |  |
|----|------|--|--|--|--|
| 24 | § 6  | Appraisal Resolution Deadline                            |  |  |  |
|    |      | <b>Survey</b>  |  |  |  |
| 25 | § 9  | New ILC or New Survey Deadline                           |  |  |  |
| 26 | § 9  | New ILC or New Survey Objection Deadline                 |  |  |  |
| 27 | § 9  | New ILC or New Survey Resolution Deadline                |  |  |  |
|    |      | <b>Inspection and Due Diligence</b>                      |  |  |  |
| 28 | § 2  | Water Rights Examination Deadline                        |  |  |  |
| 29 | § 8  | Mineral Rights Examination Deadline                      |  |  |  |
| 30 | § 10 | Inspection Termination Deadline                          |  |  |  |
| 31 | § 10 | Inspection Objection Deadline                            |  |  |  |
| 32 | § 10 | Inspection Resolution Deadline                           |  |  |  |
| 33 | § 10 | Property Insurance Termination Deadline                  |  |  |  |
| 34 | § 10 | Due Diligence Documents Delivery Deadline                |  |  |  |
| 35 | § 10 | Due Diligence Documents Objection Deadline               |  |  |  |
| 36 | § 10 | Due Diligence Documents Resolution Deadline              |  |  |  |
| 37 | § 10 | Environmental Inspection Objection Deadline (CBS2, 3, 4) |  |  |  |
| 38 | § 10 | ADA Evaluation Termination Deadline (CBS2, 3, 4)         |  |  |  |
| 39 | § 10 | Conditional Sale Deadline                                |  |  |  |
| 40 | § 10 | Lead-Based Paint Termination Deadline                    |  |  |  |
| 41 | § 11 | Estoppel Statements Deadline (CBS2, 3, 4)                |  |  |  |
| 42 | § 11 | Estoppel Statements Termination Deadline (CBS2, 3, 4)    |  |  |  |
|    |      | <b>Closing and Possession</b>                            |  |  |  |
| 43 | § 12 | <b>Closing Date</b>                                      |  |  |  |
| 44 | § 17 | Possession Date  |  |  |  |
| 45 | § 17 | Possession Time  |  |  |  |
|    |      |  |  |  |  |
|    |      |  |  |  |  |

**3. § 4. PURCHASE PRICE AND TERMS.** [Note: This table may be omitted if inapplicable.]

The Purchase Price set forth below is payable in U. S. Dollars by Buyer as follows:

| Item No. | Reference | Item               | Amount | Amount |
|----------|-----------|--------------------|--------|--------|
| 1        | § 4.1     | Purchase Price     | \$     |        |
| 2        | § 4.3     | Earnest Money      |        | \$     |
| 3        | § 4.5     | New Loan           |        | \$     |
| 4        | § 4.6     | Assumption Balance |        | \$     |
| 5        | § 4.7     | Private Financing  |        | \$     |
| 6        | § 4.7     | Seller Financing   |        | \$     |
| 7        |           |                    |        |        |
| 8        |           |                    |        |        |
| 9        | § 4.4     | Cash at Closing    |        | \$     |
| 10       |           | <b>TOTAL</b>       | \$     | \$     |

**4. ATTACHMENTS.** The following are a part of this Counterproposal:

**Note:** The following documents have been provided but are **not** a part of this Counterproposal:

**5. OTHER CHANGES.**





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## **Contract Exercise 8**

### **Agreement to Amend/Extend**

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*(Blank contract pages are located in the separate Contract Exercises packet)*

The Counterproposal was accepted, earnest money was delivered, and all parties started diligently working toward closing the transaction.

Early on, through some preliminary inspections, it became apparent that there may have been some foundation settling in the back portion of the home. Being concerned about this issue the Garcias wished to consult with a structural engineer to determine if there was a problem.

The structural engineer's schedule is very full and is not available to inspect the property until a week after the current Inspection Objection Deadline date. The Rathburns have indicated that they are amenable to a small extension of time for the Inspection Objection, Inspection Resolution, and Inspection Termination dates to determine if there is a problem.

An Agreement to Amend/Extend Contract should be prepared extending the dates for the Inspection Objection, Inspection Termination and Inspection Resolution Dates out for an additional week to accommodate the structural engineer's schedule.

The Acceptance Deadline is to be July 29 at 5:00 p.m.

A solution to the exercise can be found in Appendix A of the Colorado Contracts and Regulations Textbook.



The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.  
(AE41-6-21) (Mandatory 1-22)

**THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.**

## AGREEMENT TO AMEND/EXTEND CONTRACT

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

1. This agreement amends the contract dated \_\_\_\_\_ (Contract) between \_\_\_\_\_ (Seller) and \_\_\_\_\_ (Buyer) relating to the sale and purchase of the following legally described real estate in the County of \_\_\_\_\_, Colorado (insert legal description):

known as: \_\_\_\_\_ (Property).  
Street Address
City
State
Zip

**NOTE: If the table is omitted, or if any item is left blank or is marked in the "No Change" column, it means no change to the corresponding provision of the Contract. If any item is marked in the "Deleted" column, it means that the corresponding provision of the Contract to which reference is made is deleted.**

2. § 3.1. **Dates and Deadlines.** [Note: This table may be omitted if inapplicable.]

| Item No. | Reference | Event  | Date or Deadline | No Change | Deleted |
|----------|-----------|--|------------------|-----------|---------|
| 1        | § 3       | Time of Day Deadline                               |                  |           |         |
| 2        | § 4       | Alternative Earnest Money Deadline                 |                  |           |         |
|          |           | <b>Title</b>                                       |                  |           |         |
| 3        | § 8       | Record Title Deadline (and Tax Certificate)        |                  |           |         |
| 4        | § 8       | Record Title Objection Deadline                    |                  |           |         |
| 5        | § 8       | Off-Record Title Deadline                          |                  |           |         |
| 6        | § 8       | Off-Record Title Objection Deadline                |                  |           |         |
| 7        | § 8       | Title Resolution Deadline                          |                  |           |         |
| 8        | § 8       | Third Party Right to Purchase/Approve Deadline     |                  |           |         |
|          |           | <b>Owners' Association</b>                         |                  |           |         |
| 9        | § 7       | Association Documents Deadline                     |                  |           |         |
| 10       | § 7       | Association Documents Termination Deadline         |                  |           |         |
|          |           | <b>Seller's Disclosures</b>                        |                  |           |         |
| 11       | § 10      | Seller's Property Disclosure Deadline              |                  |           |         |
| 12       | § 10      | Lead-Based Paint Disclosure Deadline               |                  |           |         |
|          |           | <b>Loan and Credit</b>                             |                  |           |         |
| 13       | § 5       | New Loan Application Deadline                      |                  |           |         |
| 14       | § 5       | New Loan Terms Deadline                            |                  |           |         |
| 15       | § 5       | New Loan Availability Deadline                     |                  |           |         |
| 16       | § 5       | Buyer's Credit Information Deadline                |                  |           |         |
| 17       | § 5       | Disapproval of Buyer's Credit Information Deadline |                  |           |         |
| 18       | § 5       | Existing Loan Deadline                             |                  |           |         |
| 19       | § 5       | Existing Loan Termination Deadline                 |                  |           |         |

|    |      |  |  |  |  |
|----|------|--|--|--|--|
| 20 | § 5  | Loan Transfer Approval Deadline                          |  |  |  |
| 21 | § 4  | Seller or Private Financing Deadline                     |  |  |  |
|    |      | <b>Appraisal</b>   |  |  |  |
| 22 | § 6  | Appraisal Deadline                                       |  |  |  |
| 23 | § 6  | Appraisal Objection Deadline                             |  |  |  |
| 24 | § 6  | Appraisal Resolution Deadline                            |  |  |  |
|    |      | <b>Survey</b>  |  |  |  |
| 25 | § 9  | New ILC or New Survey Deadline                           |  |  |  |
| 26 | § 9  | New ILC or New Survey Objection Deadline                 |  |  |  |
| 27 | § 9  | New ILC or New Survey Resolution Deadline                |  |  |  |
|    |      | <b>Inspection and Due Diligence</b>                      |  |  |  |
| 28 | § 2  | Water Rights Examination Deadline                        |  |  |  |
| 29 | § 8  | Mineral Rights Examination Deadline                      |  |  |  |
| 30 | § 10 | Inspection Termination Deadline                          |  |  |  |
| 31 | § 10 | Inspection Objection Deadline                            |  |  |  |
| 32 | § 10 | Inspection Resolution Deadline                           |  |  |  |
| 33 | § 10 | Property Insurance Termination Deadline                  |  |  |  |
| 34 | § 10 | Due Diligence Documents Delivery Deadline                |  |  |  |
| 35 | § 10 | Due Diligence Documents Objection Deadline               |  |  |  |
| 36 | § 10 | Due Diligence Documents Resolution Deadline              |  |  |  |
| 37 | § 10 | Environmental Inspection Objection Deadline (CBS2, 3, 4) |  |  |  |
| 38 | § 10 | ADA Evaluation Termination Deadline (CBS2, 3, 4)         |  |  |  |
| 39 | § 10 | Conditional Sale Deadline                                |  |  |  |
| 40 | § 10 | Lead-Based Paint Termination Deadline                    |  |  |  |
| 41 | § 11 | Estoppel Statements Deadline (CBS2, 3, 4)                |  |  |  |
| 42 | § 11 | Estoppel Statements Termination Deadline (CBS2, 3, 4)    |  |  |  |
|    |      | <b>Closing and Possession</b>                            |  |  |  |
| 43 | § 12 | <b>Closing Date</b>                                      |  |  |  |
| 44 | § 17 | Possession Date  |  |  |  |
| 45 | § 17 | Possession Time  |  |  |  |
|    |      |  |  |  |  |
|    |      |  |  |  |  |

3. Other dates or deadlines set forth in the Contract are changed as follows:

4. Additional amendments:

All other terms and conditions of the Contract remain the same.

This proposal expires unless accepted in writing by Seller and Buyer as evidenced by their signatures below and the offering party to this document receives notice of such acceptance on or before \_\_\_\_\_  
Date Time

Buyer's Name: \_\_\_\_\_

Buyer's Name: \_\_\_\_\_

\_\_\_\_\_  
Buyer's Signature Date

\_\_\_\_\_  
Buyer's Signature Date

Seller's Name: \_\_\_\_\_

Seller's Name: \_\_\_\_\_

\_\_\_\_\_  
Seller's Signature Date

\_\_\_\_\_  
Seller's Signature Date



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## **Contract Exercise 9**

### **Inspection Objection Notice**

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The Garcias have completed all inspections within the dates set forth in the Agreement to Amend/Extend Contract. The structural engineer determined there was no problem with the foundation. However, another general inspection brought to light a few problems that the Garcias would like corrected.

1. The furnace was quite dirty and the inspector recommended that it be thoroughly cleaned and inspected by a licensed heating/cooling professional.
2. There were multiple asphalt shingles on the roof that indicated damage from one of the recent hailstorms in the area. The inspector recommended a licensed roofing contractor inspect the property and make repairs to the damaged shingles.
3. The grade of the land in the backyard was found to allow water to pool at the base of the house causing a potential water intrusion issue.

The Garcias want to ask the Rathburns to take care of these problems, at the sellers' expense, prior to closing.

An Inspection Objection Notice needs to be prepared to capture these requests.

A solution to the exercise can be found in Appendix A of the Colorado Contracts and Regulations Textbook.



The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.  
(NTC43-6-16) (Mandatory 1-17)

**THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.**

### INSPECTION OBJECTION NOTICE

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

This Inspection Objection Notice relates to the contract dated \_\_\_\_\_, between \_\_\_\_\_  
(Seller) and \_\_\_\_\_ (Buyer) relating to the sale and purchase of the Property known as:  
\_\_\_\_\_ (Contract).

Terms used herein shall have the same meaning as in the Contract.

**1. BUYER'S INSPECTION OBJECTION NOTICE.**

1.1. Buyer gives notice to Seller that that the Property or Inclusions are unsatisfactory.

1.2. Description of what is unsatisfactory that Buyer requires Seller to correct:

If more space is required, attached are \_\_\_\_\_ additional pages.

NOTE: Resolution of inspection or other items agreed to by the parties may alter the terms of the Contract and require disclosure by Buyer to Buyer's lender. Buyer is encouraged to consult Buyer's lender prior to entering into a final resolution on inspection as well as other matters as the resolution may (1) have a detrimental impact on the Buyer's ability to get the loan; (2) cause delays in the lender's processing and funding of the loan by Closing; and (3) require further inspections and repairs. Communication with the lender should be in writing.

1.3. Inspection Report  Is  Is Not attached.

If Buyer and Seller have not agreed in writing to a settlement of the above matters on or before the Inspection Resolution Deadline, the Contract will terminate unless Seller receives written notice from Buyer withdrawing this Inspection Objection Notice on or before expiration of the Inspection Resolution Deadline.

\_\_\_\_\_  
Buyer Date Buyer Date

**2. BUYER'S WITHDRAWAL OF INSPECTION OBJECTION NOTICE.**

Buyer withdraws this Inspection Objection Notice and elects to proceed with the Contract.

\_\_\_\_\_  
Buyer Date Buyer Date



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## Trust Account Exercise 1

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1. The Broker for Kyle Realty, Inc. opens a new Sales Escrow Account on January 15, 20xx, with First National Bank. He deposits \$100.00 to open the account.
  - ↪ Fill in the heading for the form “Escrow Account Journal” and enter the “Balance from Last Page” of \$0.00
  - ↪ Enter the deposit that opened the account.
  - ↪ Enter the opening deposit on the “Broker Ledger Card”.

2. On January 25 an offer is accepted on Kyle Realty’s listing at 578 Oak Lane in Anytown, Colorado. Susan Wright is the seller and Donald Wright is the buyer. The contract calls for a closing date of February 18, 20xx. Your agent, Jean Price, is both the listing and selling agent. Mr. Walters submitted his personal check, number 8236, in the amount of \$5,000 as earnest money. A separate deposit slip would be used to deposit this amount in the new trust account. The separate deposit slip allows the broker to fully identify the transaction and parties and provides a separate deposit receipt for the file.
  - ↪ Record the deposit in the Escrow Account Journal and update the balance in the journal.
  - ↪ Establish a new Escrow Client Ledger Card” for this transaction and record the deposit as the first entry. *(Note: If the earnest money had been in the form of a promissory note, the ledger card and journal entries would not be made until the note was presented and paid. The cash deposit would be recorded at that time.)*

3. On January 26, Tom Phillips pays \$1,500 rent on a property temporarily managed by Kyle Realty for David S. Castle at 4997 Downey Dr., Someplace, CO. The property is listed with Kyle Realty, but there is no sale pending.
  - ↳ Record the receipt of the check in the journal and update the balance in the journal.
  - ↳ Establish a client ledger card for Mr. Castle and record the transaction.
4. On January 27, use check number 1006 in the amount of \$125.00 to pay Lawn Care for mowing the lawn at the Castle property, 4997 Downey Dr.
  - ↳ Make journal and ledger card entries to account for this payment.

5. On February 1, you receive a bank statement from First National Bank and you reconcile the Bank Account with your records.
  - ↳ Record the \$12 bank charges on both the Journal and the Broker Ledger Card.
  - ↳ Make a notation that the account was Balanced and Reconciled on the appropriate ledger and journal forms. It is common practice to draw a line below the last entry in the journal and each ledger card with a note that a bank reconciliation was done at this time.

6. Now that the account is reconciled, on February 1, Kyle Realty takes a 10% commission on the rent collected for Mr. Castle and forwards \$1,000 to Castle leaving a balance in the escrow account in case there are other expenses. All of this is allowed by the property management agreement Kyle Realty has with Mr. Castle.
  - ↳ Make the appropriate journal and ledger entries and update the balances.

7. On February 18 it is time for the closing on 578 Oak Lane. This is a simple cash transaction and Kyle Realty will close it in-house. The selling price is \$254,000 and the commission rate is 5%.

The buyer, Mr. Walters brings a cashier's check from First National Bank in the required amount of \$249,435.

The broker will pay the following bills from the closing:

- Ace Title Insurance for the owner's policy: \$1,500.00
- Mountain County Clerk and Recorder for recording fees: \$35.00
- Fidelity Survey for a property survey: \$400.00
- Kyle Realty – Commission for 5% of the \$254,000 price: \$12,700

The balance from the client escrow card for this transaction will be paid to Susan Wright as proceeds of the sale.

↳ Enter the closing entries to the journal and ledger cards.



















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## Trust Account Exercise 2

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Kyle Realty, Inc. will close a transaction in-house for Mr. Ryan Crawford who is selling his home at 3398 Patterson Court, Anyplace, Colorado to Mr. Keith Taylor. This is a loan assumption closing based on the Settlement Worksheet on the next page. Kyle Realty has already acquired a Tax Certificate on the property from the county using a company operating account check to be reimbursed at closing. The parties have agreed to pay Kyle Realty a fee of \$120 for closing the transaction. Earnest money was received on June 19 and the closing is set for July 14.

- ↳ Prepare an Escrow Account Journal to show these entries beginning with an account balance from other transactions of \$4,837.00
- ↳ Prepare a Client Ledger Card on the same account for the items before and during the closing.
- ↳ Expenses: Title Company - \$824; Attorney - \$160; Recording and Doc Fee - \$41.20; Credit Report - \$65.00; Loan Transfer Fee - \$630.71; Commission to Kyle Realty - \$8,520; Tax Certificate - \$15.00; Closing Fee to Kyle Realty - \$120. (Be sure to review the Settlement sheet to review expenses and their corresponding check numbers.)
- ↳ Don't forget to calculate the net proceeds to Mr. Crawford (this will need to be calculated on the Client Ledger Card). Remember the objective for the Client Ledger Card is to have a \$0.00 balance at the completion of the closing.

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission (SS61-9-08)

**WORKSHEET FOR CLOSING STATEMENT**

SELLER: Taylor

BUYER: Crawford

|  | SELLER     |            | BUYER      |            | BROKER    |           |
|--|------------|------------|------------|------------|-----------|-----------|
|  | Debit      | Credit     | Debit      | Credit     | Debit     | Credit    |
| 1. Purchase Price  |            | 142,000.00 | 142,000.00 |            |           |           |
| 2. Deposit (Earnest Money) Paid to                                       |            |            |            | 1,800.00   | 1,800.00  |           |
| 3. Principal amount of new 1 <sup>st</sup> Loan Payable to <b>LENDER</b> | 126,141.87 |            |            | 126,141.87 |           |           |
| 4. Principal amount of new 2 <sup>nd</sup> Loan Payable to <b>SELLER</b> | 2,000.00   |            |            | 2,000.00   |           |           |
| 7. Taxes for Preceding Year(s) <b>PAID</b>                               |            |            |            |            |           |           |
| 8. Taxes for Current Year  | 679.27     |            |            | 679.27     |           |           |
| 22. Premium for new Hazard Insurance                                     |            | 281.97     | 281.97     |            |           |           |
| 23. Reserves Deposited With Lender                                       |            |            |            |            |           |           |
| 23 a. Hazard Insurance Reserve   |            | 163.76     | 163.76     |            |           |           |
| 23 c. County Property Tax Reserve  |            | 824.00     | 824.00     |            |           |           |
| 25. Real Estate Closing Fee  | 60.00      |            | 60.00      |            |           | 120.00    |
| 27. Title Insurance Premium – Owner’s                                    | 764.00     |            |            |            |           | 764.00    |
| 29. Title Insurance Premium – Lender’s Policy                            | 60.00      |            |            |            |           | 60.00     |
| 31. Certificate of Taxes Due   |            |            | 15.00      |            |           | 15.00     |
| 36. Recording:   |            |            |            |            |           |           |
| 36 a. Warranty Deed  |            |            | 6.00       |            |           | 6.00      |
| 36 b. Deed of Trust  |            |            | 21.00      |            |           | 21.00     |
| 38. Documentary Fee  |            |            | 14.20      |            |           | 14.20     |
| 39. Transfer Fee   |            |            | 630.71     |            |           | 630.71    |
| 45. Water and/or Sewer Escrow  |            | 82.89      | 82.89      |            |           |           |
| 53. Broker’s Fee   | 8,520.00   |            |            |            |           | 8,520.00  |
| 54. Other:   |            |            |            |            |           |           |
| Buyer’s Attorney   |            |            | 160.00     |            |           | 160.00    |
| Credit Report  |            |            | 65.00      |            |           | 65.00     |
|  |            |            |            |            |           |           |
|  |            |            |            |            |           |           |
|  |            |            |            |            |           |           |
| <b>Subtotals</b>   | 138,165.14 | 143,352.62 | 144,384.53 | 130,621.14 | 1,800.00  | 10,375.91 |
| Balance due to/from Seller   | 5,187.48   |            |            |            |           | 5,187.48  |
| Balance due to/from Buyer  |            |            |            | 13,763.39  | 13,763.39 |           |
| <b>TOTALS</b>  | 143,352.62 | 143,352.62 | 144,384.53 | 144,384.53 | 15,563.39 | 15,563.39 |

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1025

These numbers in the Broker’s Credit column represent payments that need to be made from the Broker’s Trust Account. Check Numbers are provided for your convenience.

These numbers in the Broker’s Debit column represent money that the Broker receives from the Buyer (1,800 for earnest money, 13,763.39 for Cash at Closing.) Both amounts need deposited into the Trust Account.









# Closings Exercise #1

**Also found in the Colorado Closings and Settlement Textbook**

|  | SELLER |        | BUYER |        | BROKER |        |
|--|--------|--------|-------|--------|--------|--------|
|  | Debit  | Credit | Debit | Credit | Debit  | Credit |
| 1. Purchase Price  |        |        |       |        |        |        |
| 2. Deposit (Earnest Money) Paid to                         |        |        |       |        |        |        |
| 3. Principal amount of new 1 <sup>st</sup> Loan Payable to |        |        |       |        |        |        |
| 5. 1 <sup>st</sup> Loan Payoff to: ACME                    |        |        |       |        |        |        |
| 7. Taxes for Preceding Year(s) -                           |        |        |       |        |        |        |
| 8. Taxes for Current Year                                  |        |        |       |        |        |        |
| 13. Appraisal Fee  |        |        |       |        |        |        |
| 20. Interest on New Loan                                   |        |        |       |        |        |        |
| 22. Premium for new Hazard Insurance                       |        |        |       |        |        |        |
| 23. Reserves Deposited With Lender                         |        |        |       |        |        |        |
| 23 a. Hazard Insurance Reserve                             |        |        |       |        |        |        |
| 23 c. County Property Tax Reserve                          |        |        |       |        |        |        |
| 25. Real Estate Closing Fee                                |        |        |       |        |        |        |
| 27. Title Insurance Premium – Owner’s                      |        |        |       |        |        |        |
| 28. Owner’s Extended Coverage                              |        |        |       |        |        |        |
| 29. Title Insurance Premium – Lender’s Policy              |        |        |       |        |        |        |
| 31. Certificate of Taxes Due                               |        |        |       |        |        |        |
| 36. Recording:   |        |        |       |        |        |        |
| 36 a. Warranty Deed  |        |        |       |        |        |        |
| 36 b. Deed of Trust  |        |        |       |        |        |        |
| 36 c. Release  |        |        |       |        |        |        |
| 38. Documentary Fee  |        |        |       |        |        |        |
| 45. Water and/or Sewer Escrow                              |        |        |       |        |        |        |
| 53. Broker’s Fee   |        |        |       |        |        |        |
| 54. Other:   |        |        |       |        |        |        |
| Buyer’s Atty   |        |        |       |        |        |        |
| Seller’s Atty  |        |        |       |        |        |        |
| Credit Report  |        |        |       |        |        |        |
| <b>Subtotals</b>   |        |        |       |        |        |        |
| Balance due to/from Seller                                 |        |        |       |        |        |        |
| Balance due to/from Buyer                                  |        |        |       |        |        |        |
| <b>TOTALS</b>  |        |        |       |        |        |        |







# Closings Exercise #3

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission (SS61-9-08)

## WORKSHEET FOR CLOSING STATEMENT

SELLER: \_\_\_\_\_ BUYER: \_\_\_\_\_  
 PROPERTY ADDRESS: \_\_\_\_\_  
 SETTLEMENT DATE: \_\_\_\_\_ DATE OF PRORATION: \_\_\_\_\_  
 LEGAL DESCRIPTION: \_\_\_\_\_

|  | SELLER |        | BUYER |        | BROKER |        |
|--|--------|--------|-------|--------|--------|--------|
|  | Debit  | Credit | Debit | Credit | Debit  | Credit |
| 1. Purchase Price                          |        |        |       |        |        |        |
| 2. Deposit (Earnest Money) Paid to         |        |        |       |        |        |        |
| 5. 1 <sup>st</sup> Loan Payoff to          |        |        |       |        |        |        |
| 7. Taxes for Preceding Year(s) <b>PAID</b> |        |        |       |        |        |        |
| 8. Taxes for Current Year                  |        |        |       |        |        |        |
| 13. Appraisal Fee                          |        |        |       |        |        |        |
| 25. Real Estate Closing Fee                |        |        |       |        |        |        |
| 26. Loan Closing Fee                       |        |        |       |        |        |        |
| 27. Title Insurance Premium – Owner’s      |        |        |       |        |        |        |
| 28. Owner’s Extended Coverage              |        |        |       |        |        |        |
| 30. Endorsements                           |        |        |       |        |        |        |
| 31. Certificate of Taxes Due               |        |        |       |        |        |        |
| 32. Overnight Delivery Fee                 |        |        |       |        |        |        |
| 35. Cashier’s Check/Wire Fee               |        |        |       |        |        |        |
| 36. Recording:                             |        |        |       |        |        |        |
| 36 a. Warranty Deed                        |        |        |       |        |        |        |
| 36 b. Deed of Trust                        |        |        |       |        |        |        |
| 36 c. Release                              |        |        |       |        |        |        |
| 37. Survey <b>For ILC</b>                  |        |        |       |        |        |        |
| 38. Documentary Fee                        |        |        |       |        |        |        |
| 42. HOA Transfer/Status Letter Fee         |        |        |       |        |        |        |
| 43. HOA Dues                               |        |        |       |        |        |        |
| 46. Homeowner Warranty                     |        |        |       |        |        |        |
| 53. Broker’s Fee                           |        |        |       |        |        |        |
| 54. Other:                                 |        |        |       |        |        |        |
| Buyers Attorney Review                     |        |        |       |        |        |        |
|  |        |        |       |        |        |        |
|  |        |        |       |        |        |        |
|  |        |        |       |        |        |        |
| <b>Subtotals</b>                           |        |        |       |        |        |        |
| Balance due to/from Seller                 |        |        |       |        |        |        |
| Balance due to/from Buyer                  |        |        |       |        |        |        |
| <b>TOTALS</b>                              |        |        |       |        |        |        |
|  |        |        |       |        |        |        |
|  |        |        |       |        |        |        |



# Closings Exercise #4

**Also found in the Colorado Closings and Settlement Textbook**

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission (SS61-9-08)

## WORKSHEET FOR CLOSING STATEMENT

SELLER: \_\_\_\_\_ BUYER: \_\_\_\_\_  
 PROPERTY ADDRESS: \_\_\_\_\_  
 SETTLEMENT DATE: \_\_\_\_\_ DATE OF PRORATION: \_\_\_\_\_  
 LEGAL DESCRIPTION: \_\_\_\_\_

|  | SELLER |        | BUYER |        | BROKER |        |
|--|--------|--------|-------|--------|--------|--------|
|  | Debit  | Credit | Debit | Credit | Debit  | Credit |
| 1. Purchase Price  |        |        |       |        |        |        |
| 2. Deposit (Earnest Money) Paid to                         |        |        |       |        |        |        |
| 3. Principal amount of new 1 <sup>st</sup> Loan Payable to |        |        |       |        |        |        |
| 5. 1 <sup>st</sup> Loan Payoff to: ACME                    |        |        |       |        |        |        |
| 7. Taxes for Preceding Year(s) -                           |        |        |       |        |        |        |
| 8. Taxes for Current Year                                  |        |        |       |        |        |        |
| 20. Interest on <del>New</del> Assumed Loan                |        |        |       |        |        |        |
| 22. Premium for new Hazard Insurance                       |        |        |       |        |        |        |
| 23. Reserves Deposited With Lender                         |        |        |       |        |        |        |
| 23 a. Hazard Insurance Reserve                             |        |        |       |        |        |        |
| 23 c. County Property Tax Reserve                          |        |        |       |        |        |        |
| 25. Real Estate Closing Fee                                |        |        |       |        |        |        |
| 31. Certificate of Taxes Due                               |        |        |       |        |        |        |
| 36. Recording:   |        |        |       |        |        |        |
| 36 a. Warranty Deed  |        |        |       |        |        |        |
| 36 b. Deed of Trust  |        |        |       |        |        |        |
| 38. Documentary Fee  |        |        |       |        |        |        |
| 39. Transfer Fee   |        |        |       |        |        |        |
| 45. Water and/or Sewer Escrow                              |        |        |       |        |        |        |
| 53. Broker's Fee   |        |        |       |        |        |        |
| <b>Subtotals</b>   |        |        |       |        |        |        |
| Balance due to/from Seller                                 |        |        |       |        |        |        |
| Balance due to/from Buyer                                  |        |        |       |        |        |        |
| <b>TOTALS</b>  |        |        |       |        |        |        |



# Closings Exercise #5

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission (SS61-9-08)

## WORKSHEET FOR CLOSING STATEMENT

SELLER:

BUYER:

PROPERTY ADDRESS:

SETTLEMENT DATE:

DATE OF PRORATION:

LEGAL DESCRIPTION:

|  | SELLER |        | BUYER |        | BROKER |        |
|--|--------|--------|-------|--------|--------|--------|
|  | Debit  | Credit | Debit | Credit | Debit  | Credit |
| 1. Purchase Price  |        |        |       |        |        |        |
| 2. Deposit (Earnest Money) Paid to   |        |        |       |        |        |        |
| 3. Principal amount of new 1 <sup>st</sup> Loan Payable to                                 |        |        |       |        |        |        |
| 4. Principal amount of new 2 <sup>nd</sup> Loan Payable to                                 |        |        |       |        |        |        |
| 5. 1 <sup>st</sup> Loan Payoff to  |        |        |       |        |        |        |
| 7. Taxes for Preceding Year(s)   |        |        |       |        |        |        |
| 8. Taxes for Current Year  |        |        |       |        |        |        |
| 20. Interest on <del>New Loan</del> on Loan Assumed  |        |        |       |        |        |        |
| 22. <del>Premium for new Hazard Insurance</del><br><b>Hazard Insurance Premium Assumed</b> |        |        |       |        |        |        |
| 23. Reserves Deposited With Lender   |        |        |       |        |        |        |
| 23 a. Hazard Insurance Reserve   |        |        |       |        |        |        |
| 23 c. County Property Tax Reserve  |        |        |       |        |        |        |
| 27. Title Insurance Premium – Owner's  |        |        |       |        |        |        |
| 31. Certificate of Taxes Due   |        |        |       |        |        |        |
| 36. Recording:   |        |        |       |        |        |        |
| 36 a. Warranty Deed  |        |        |       |        |        |        |
| 36 b. Deed of Trust  |        |        |       |        |        |        |
| 36 c. Release  |        |        |       |        |        |        |
| 38. Documentary Fee  |        |        |       |        |        |        |
| 39. Transfer Fee   |        |        |       |        |        |        |
| 45. Water and/or Sewer Escrow  |        |        |       |        |        |        |
| 53. Broker's Fee   |        |        |       |        |        |        |
| 54. Other:   |        |        |       |        |        |        |
| Buyer's Attorney   |        |        |       |        |        |        |
| Credit Report  |        |        |       |        |        |        |
|  |        |        |       |        |        |        |
|  |        |        |       |        |        |        |
|  |        |        |       |        |        |        |
|  |        |        |       |        |        |        |
| <b>Subtotals</b>   |        |        |       |        |        |        |
| Balance due to/from Seller   |        |        |       |        |        |        |
| Balance due to/from Buyer  |        |        |       |        |        |        |
| <b>TOTALS</b>  |        |        |       |        |        |        |



# Closings Exercise #6

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission (SS61-9-08)

## WORKSHEET FOR CLOSING STATEMENT

SELLER: \_\_\_\_\_ BUYER: \_\_\_\_\_  
 PROPERTY ADDRESS: \_\_\_\_\_ DATE OF PRORATION: \_\_\_\_\_  
 SETTLEMENT DATE: \_\_\_\_\_  
 LEGAL DESCRIPTION: \_\_\_\_\_

|   | SELLER |        | BUYER |        | BROKER |        |
|---|--------|--------|-------|--------|--------|--------|
|   | Debit  | Credit | Debit | Credit | Debit  | Credit |
| 1. Purchase Price   |        |        |       |        |        |        |
| 2. Deposit (Earnest Money) Paid to  |        |        |       |        |        |        |
| 3. Principal amount of new 1 <sup>st</sup> Loan<br>Payable to <i>Empire Savings</i> |        |        |       |        |        |        |
| 4. Principal amount of new 2 <sup>nd</sup> Loan<br>Payable to <i>Seller</i>         |        |        |       |        |        |        |
| 7. Taxes for Preceding Year(s) <i>PAID</i>  |        |        |       |        |        |        |
| 8. Taxes for Current Year   |        |        |       |        |        |        |
| 22. Premium for new Hazard Insurance<br><i>Hazard Insurance Premium Assumed</i>     |        |        |       |        |        |        |
| 23. Reserves Deposited With Lender  |        |        |       |        |        |        |
| 23 a. Hazard Insurance Reserve  |        |        |       |        |        |        |
| 23 b. Mortgage Insurance Reserve  |        |        |       |        |        |        |
| 23 c. County Property Tax Reserve   |        |        |       |        |        |        |
| 24. Aggregate Adjustment  |        |        |       |        |        |        |
| 25. Real Estate Closing Fee   |        |        |       |        |        |        |
| 26. Loan Closing Fee  |        |        |       |        |        |        |
| 27. Title Insurance Premium – Owner’s   |        |        |       |        |        |        |
| 31. Certificate of Taxes Due  |        |        |       |        |        |        |
| 36. Recording:  |        |        |       |        |        |        |
| 36 a. Warranty Deed   |        |        |       |        |        |        |
| 36 b. Deed of Trust   |        |        |       |        |        |        |
| 38. Documentary Fee   |        |        |       |        |        |        |
| 39. Transfer Fee  |        |        |       |        |        |        |
| 45. Water and/or Sewer Escrow   |        |        |       |        |        |        |
| 53. Broker’s Fee  |        |        |       |        |        |        |
| 54. Other:  |        |        |       |        |        |        |
| Notary Fee  |        |        |       |        |        |        |
| Buyer’s Attorney  |        |        |       |        |        |        |
| Credit Report   |        |        |       |        |        |        |
| Loan Payment Due Sept 1 <sup>st</sup> pmt   |        |        |       |        |        |        |
|   |        |        |       |        |        |        |
|   |        |        |       |        |        |        |
| <b>Subtotals</b>  |        |        |       |        |        |        |
| Balance due to/from Seller  |        |        |       |        |        |        |
| Balance due to/from Buyer   |        |        |       |        |        |        |
| <b>TOTALS</b>   |        |        |       |        |        |        |



# Closings Exercise #7

**Also found in the Colorado Closings and Settlement Textbook**

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission (SS61-9-08)

## WORKSHEET FOR CLOSING STATEMENT

SELLER: \_\_\_\_\_ BUYER: \_\_\_\_\_  
 PROPERTY ADDRESS: \_\_\_\_\_  
 SETTLEMENT DATE: \_\_\_\_\_ DATE OF PRORATION: \_\_\_\_\_  
 LEGAL DESCRIPTION: \_\_\_\_\_

|  | SELLER |        | BUYER |        | BROKER |        |
|--|--------|--------|-------|--------|--------|--------|
|  | Debit  | Credit | Debit | Credit | Debit  | Credit |
| 1. Purchase Price  |        |        |       |        |        |        |
| 2. Deposit (Earnest Money) Paid to                                       |        |        |       |        |        |        |
| 3. Principal amount of new 1 <sup>st</sup> Loan Payable to               |        |        |       |        |        |        |
| 4. Principal amount of new 2 <sup>nd</sup> Loan Payable to <b>SELLER</b> |        |        |       |        |        |        |
| 5. 1 <sup>st</sup> Loan Payoff to  |        |        |       |        |        |        |
| 7. Taxes for Preceding Year(s) <b>PAID</b>                               |        |        |       |        |        |        |
| 8. Taxes for Current Year  |        |        |       |        |        |        |
| 11. Loan Origination Fee   |        |        |       |        |        |        |
| 13. Appraisal Fee  |        |        |       |        |        |        |
| 20. Interest on New Loan   |        |        |       |        |        |        |
| 22. Premium for new Hazard Insurance                                     |        |        |       |        |        |        |
| 23. Reserves Deposited With Lender                                       |        |        |       |        |        |        |
| 23 a. Hazard Insurance Reserve   |        |        |       |        |        |        |
| 23 c. County Property Tax Reserve  |        |        |       |        |        |        |
| 27. Title Insurance Premium – Owner’s                                    |        |        |       |        |        |        |
| 29. Title Insurance Premium – Lender’s Policy                            |        |        |       |        |        |        |
| 31. Certificate of Taxes Due   |        |        |       |        |        |        |
| 36. Recording:   |        |        |       |        |        |        |
| 36 a. Warranty Deed  |        |        |       |        |        |        |
| 36 b. Deed of Trust  |        |        |       |        |        |        |
| 36 c. Release  |        |        |       |        |        |        |
| 36 d. Other <b>2<sup>nd</sup> Deed of Trust</b>                          |        |        |       |        |        |        |
| 37. Survey <b>&amp; Credit Report &amp; Pictures</b>                     |        |        |       |        |        |        |
| 38. Documentary Fee  |        |        |       |        |        |        |
| 45. Water and/or Sewer Escrow  |        |        |       |        |        |        |
| 50. Rents/Rent Proration   |        |        |       |        |        |        |
| 51. Security Deposits  |        |        |       |        |        |        |
| 53. Broker’s Fee   |        |        |       |        |        |        |
| 54. Other:   |        |        |       |        |        |        |
| Notary Fees  |        |        |       |        |        |        |
| NET PROCEEDS   |        |        |       |        |        |        |
| <b>Subtotals</b>   |        |        |       |        |        |        |
| Balance due to/from Seller   |        |        |       |        |        |        |
| Balance due to/from Buyer  |        |        |       |        |        |        |
| <b>TOTALS</b>  |        |        |       |        |        |        |



# Closings Exercise #8

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission (SS61-9-08)

## WORKSHEET FOR CLOSING STATEMENT

SELLER: \_\_\_\_\_ BUYER: \_\_\_\_\_  
 PROPERTY ADDRESS: \_\_\_\_\_  
 SETTLEMENT DATE: \_\_\_\_\_ DATE OF PRORATION: \_\_\_\_\_  
 LEGAL DESCRIPTION: \_\_\_\_\_

|  | SELLER |        | BUYER |        | BROKER |        |
|--|--------|--------|-------|--------|--------|--------|
|  | Debit  | Credit | Debit | Credit | Debit  | Credit |
| 1. Purchase Price  |        |        |       |        |        |        |
| 2. Deposit (Earnest Money) Paid to   |        |        |       |        |        |        |
| 3. Principal amount of new 1 <sup>st</sup> Loan Payable to <b>New Lender</b> |        |        |       |        |        |        |
| 5. 1 <sup>st</sup> Loan Payoff to <b>Old Lender</b>                          |        |        |       |        |        |        |
| 7. Taxes for Preceding Year(s) <b>PAID</b>                                   |        |        |       |        |        |        |
| 8. Taxes for Current Year  |        |        |       |        |        |        |
| 12. Loan Discount Fee  |        |        |       |        |        |        |
| 13. Appraisal Fee  |        |        |       |        |        |        |
| 15. Loan Processing Fee <b>VA Funding Fee</b>                                |        |        |       |        |        |        |
| 16. <del>Tax Service Fee</del> <b>Loan Servicing Fee</b>                     |        |        |       |        |        |        |
| 20. Interest on New Loan   |        |        |       |        |        |        |
| 22. Premium for new Hazard Insurance   |        |        |       |        |        |        |
| 23. Reserves Deposited With Lender   |        |        |       |        |        |        |
| 23 a. Hazard Insurance Reserve   |        |        |       |        |        |        |
| 23 c. County Property Tax Reserve  |        |        |       |        |        |        |
| 27. Title Insurance Premium – Owner’s  |        |        |       |        |        |        |
| 29. Title Insurance Premium – Lender’s Policy                                |        |        |       |        |        |        |
| 31. Certificate of Taxes Due   |        |        |       |        |        |        |
| 36. Recording:   |        |        |       |        |        |        |
| 36 a. Warranty Deed  |        |        |       |        |        |        |
| 36 b. Deed of Trust  |        |        |       |        |        |        |
| 36 c. Release  |        |        |       |        |        |        |
| 37. Survey   |        |        |       |        |        |        |
| 38. Documentary Fee  |        |        |       |        |        |        |
| 43. HOA Dues   |        |        |       |        |        |        |
| 45. Water and/or Sewer Escrow  |        |        |       |        |        |        |
| 50. Rents/Rent Proration   |        |        |       |        |        |        |
| 53. Broker’s Fee   |        |        |       |        |        |        |
| 54. Other:   |        |        |       |        |        |        |
| Hot Water Heater   |        |        |       |        |        |        |
| Pictures   |        |        |       |        |        |        |
| Credit Report  |        |        |       |        |        |        |
| Seller’s Attorney  |        |        |       |        |        |        |
|  |        |        |       |        |        |        |
| NET PROCEEDS   |        |        |       |        |        |        |
| <b>Subtotals</b>   |        |        |       |        |        |        |
| Balance due to/from Seller   |        |        |       |        |        |        |
| Balance due to/from Buyer  |        |        |       |        |        |        |
| <b>TOTALS</b>  |        |        |       |        |        |        |



# Closings Exercise #9

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission (SS61-9-08)

## WORKSHEET FOR CLOSING STATEMENT

SELLER: \_\_\_\_\_ BUYER: \_\_\_\_\_  
 PROPERTY ADDRESS: \_\_\_\_\_  
 SETTLEMENT DATE: \_\_\_\_\_ DATE OF PRORATION: \_\_\_\_\_  
 LEGAL DESCRIPTION: \_\_\_\_\_

|  | SELLER |        | BUYER |        | BROKER |        |
|--|--------|--------|-------|--------|--------|--------|
|  | Debit  | Credit | Debit | Credit | Debit  | Credit |
| 1. Purchase Price  |        |        |       |        |        |        |
| 2. Deposit (Earnest Money) Paid to                                       |        |        |       |        |        |        |
| 3. Principal amount of new 1 <sup>st</sup> Loan Payable to <b>LENDER</b> |        |        |       |        |        |        |
| 5. 1 <sup>st</sup> Loan Payoff to  |        |        |       |        |        |        |
| 8. Taxes for Current Year  |        |        |       |        |        |        |
| 11. Loan Origination Fee   |        |        |       |        |        |        |
| 12. Loan Discount Fee  |        |        |       |        |        |        |
| 13. Appraisal Fee  |        |        |       |        |        |        |
| 20. Interest on New Loan   |        |        |       |        |        |        |
| 22. Premium for new Hazard Insurance                                     |        |        |       |        |        |        |
| 23. Reserves Deposited With Lender                                       |        |        |       |        |        |        |
| 23 a. Hazard Insurance Reserve   |        |        |       |        |        |        |
| 23 c. County Property Tax Reserve  |        |        |       |        |        |        |
| 27. Title Insurance Premium – Owner’s                                    |        |        |       |        |        |        |
| 29. Title Insurance Premium – Lender’s Policy                            |        |        |       |        |        |        |
| 31. Certificate of Taxes Due   |        |        |       |        |        |        |
| 36 a. Warranty Deed  |        |        |       |        |        |        |
| 36 b. Deed of Trust  |        |        |       |        |        |        |
| 36 c. Release  |        |        |       |        |        |        |
| 37. Survey   |        |        |       |        |        |        |
| 38. Documentary Fee  |        |        |       |        |        |        |
| 45. Water and/or Sewer Escrow  |        |        |       |        |        |        |
| 47. 2% Colorado Withholding  |        |        |       |        |        |        |
| 50. Rents/Rent Proration   |        |        |       |        |        |        |
| 53. Broker’s Fee   |        |        |       |        |        |        |
| 54. Other:   |        |        |       |        |        |        |
| Notary Fees  |        |        |       |        |        |        |
| Buyer’s Attorney   |        |        |       |        |        |        |
| Seller’s Attorney  |        |        |       |        |        |        |
| Street Special Assessment  |        |        |       |        |        |        |
| Credit Report  |        |        |       |        |        |        |
| Water Line Repair  |        |        |       |        |        |        |
|  |        |        |       |        |        |        |
| <i>NET PROCEEDS</i>  |        |        |       |        |        |        |
| <b>Subtotals</b>   |        |        |       |        |        |        |
| Balance due to/from Seller   |        |        |       |        |        |        |
| Balance due to/from Buyer  |        |        |       |        |        |        |
| <b>TOTALS</b>  |        |        |       |        |        |        |

