

1 The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate
2 Commission. (BC60-04-05)

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

6 Compensation charged by real estate brokerage firms is not set by law. Such charges are established by
7 each real estate brokerage firm.

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

11
12 **EXCLUSIVE RIGHT-TO-BUY CONTRACT**
13 **(ALL TYPES OF PROPERTIES)**

14
15
16 **BUYER AGENCY** **TRANSACTION-BROKERAGE**

17
18
19 Date: _____

20
21
22 **1. AGREEMENT.** Buyer and Brokerage Firm enter into this exclusive, irrevocable contract as of
23 the date set forth above.

24
25 **2. BROKER AND BROKERAGE FIRM.**

26
27 **a. Multiple-Person Firm.** If this box is checked, the individual designated by Brokerage
28 Firm to serve as the broker of Buyer and to perform the services for Buyer required by this contract is
29 called Broker. If more than one individual is so designated, then references in this contract to Broker
30 shall include all persons so designated, including substitute or additional brokers. The brokerage
31 relationship exists only with Broker and does not extend to the employing broker, Brokerage Firm or to
32 any other brokers employed or engaged by Brokerage Firm who are not so designated.

33
34 **b. One-Person Firm.** If this box is checked, Broker is a real estate brokerage firm with
35 only one licensed natural person. References in this contract to Broker or Brokerage Firm mean both
36 the licensed natural person and brokerage firm, who serve as the broker of Buyer and perform the
37 services for Buyer required by this contract.

38
39 **3. DEFINED TERMS.**

40
41 **a. Buyer:** _____ ,

42
43 and any other person or entity on whose behalf the named party acts, directly or indirectly, to Purchase
44 the Property.

45
46 **b. Brokerage Firm:** Prudential Colorado

47
48 **c. Broker:** Bob Costello

50
51 **d. Property.** Property means real estate that substantially meets the following requirements
52 or similar real estate acceptable to Buyer: _____
53 _____
54 _____

55
56 **e. Purchase.** Purchase means the acquisition of any interest in the Property or the creation
57 of the right to acquire any interest in the Property (including a contract or lease). It also includes an
58 agreement to acquire any ownership interest in an entity that owns the Property.

59 **f. Term.** The Term of this contract shall begin on _____, and
60 shall continue through the earlier of (1) completion of the Purchase of the Property or (2) _____
61 _____. Broker shall continue to assist in the completion of any transaction for which
62 compensation is payable to Brokerage Firm under § 8 of this contract.

63
64 **g. Applicability of Terms.** A check or similar mark in a box means that such provision is
65 applicable. The abbreviation "N/A" means not applicable. The abbreviation "MEC" (mutual execution
66 of this contract) means the latest date upon which the parties have signed this contract.
67

68 **4. BROKERAGE SERVICES AND DUTIES.** Brokerage Firm, acting through Broker, shall
69 provide brokerage services to Buyer. Broker, acting as either a Transaction-Broker or a Buyer's Agent,
70 shall perform the following **Uniform Duties** when working with Buyer:
71

- 72 **a.** Broker shall exercise reasonable skill and care for Buyer, including, but not limited to the
73 following:
74 (1) Performing the terms of any written or oral agreement with Buyer;
75 (2) Presenting all offers to and from Buyer in a timely manner regardless of whether
76 Buyer is already a party to a contract to Purchase the Property;
77 (3) Disclosing to Buyer adverse material facts actually known by Broker;
78 (4) Advising Buyer regarding the transaction and to obtain expert advice as to
79 material matters about which Broker knows but the specifics of which are beyond the
80 expertise of Broker;
81 (5) Accounting in a timely manner for all money and property received; and
82 (6) Keeping Buyer fully informed regarding the transaction.
83

- 84 **b.** Broker shall not disclose the following information without the informed consent of
85 Buyer:
86 (1) That Buyer is willing to pay more than the purchase price offered for the
87 Property;
88 (2) What Buyer's motivating factors are;
89 (3) That Buyer will agree to financing terms other than those offered;
90 (4) Any material information about Buyer unless disclosure is required by law or
91 failure to disclose such information would constitute fraud or dishonest dealing;
92 or
93 (5) Any facts or suspicions regarding circumstances that could psychologically
94 impact or stigmatize the Property.
95

96 **c.** Buyer consents to Broker's disclosure of Buyer's confidential information to the
97 supervising broker or designee for the purpose of proper supervision, provided such supervising broker

98 or designee shall not further disclose such information without consent of Buyer, or use such
99 information to the detriment of Buyer.

100
101 **d.** Broker may show properties in which the Buyer is interested to other prospective buyers
102 without breaching any duty or obligation to such Buyer. Broker shall not be prohibited from showing
103 competing buyers the same property and from assisting competing buyers in attempting to purchase a
104 particular property.

105
106 **e.** Broker shall not be obligated to seek other properties while Buyer is already a party to a
107 contract to purchase property.

108
109 **f.** Broker has no duty to conduct an independent inspection of the Property for the benefit
110 of Buyer and has no duty to independently verify the accuracy or completeness of statements made by a
111 seller or independent inspectors. Broker has no duty to conduct an independent investigation of Buyer's
112 financial condition or to verify the accuracy or completeness of any statement made by Buyer.

113
114 **g.** Broker shall disclose to any prospective seller all adverse material facts actually known
115 by Broker, including but not limited to adverse material facts concerning Buyer's financial ability to
116 perform the terms of the transaction and whether Buyer intends to occupy the Property as a principal
117 residence.

118
119 **h.** Buyer shall not be liable for the acts of Broker unless such acts are approved, directed or
120 ratified by the Buyer.

121
122 **5. ADDITIONAL DUTIES OF BUYER'S AGENT.** If the Buyer Agency box at the top of page
123 1 is checked, Broker is a limited agent of Buyer, with the following additional duties:

124
125 **a.** Promoting the interests of Buyer with the utmost good faith, loyalty and fidelity.

126
127 **b.** Seeking a price and terms that are acceptable to Buyer.

128
129 **c.** Counseling Buyer as to any material benefits or risks of a transaction that are actually
130 known by Broker.

131
132 **6. BROKERAGE RELATIONSHIP.**

133
134 **a.** If the Buyer Agency box at the top of page 1 is checked, Broker shall represent Buyer as
135 a Buyer's Agent. If the Transaction-Brokerage box at the top of page 1 is checked, Broker shall act as a
136 Transaction-Broker.

137
138 **b. In-Company Transaction – Different Brokers.** When the seller and Buyer in a
139 transaction are working with different brokers, those brokers continue to conduct themselves consistent
140 with the brokerage relationships they have established. Buyer acknowledges that Brokerage Firm is
141 allowed to offer and pay compensation to brokers within Brokerage Firm working with a seller.

142
143 **c. In-Company Transaction – One Broker.** If the seller and Buyer are both working with
144 the same broker, Broker shall function as:

145

146 (1) **BUYER'S AGENT.** If the Buyer Agency box at the top of page 1 is checked, the
147 parties agree the following applies:

148
149 **Check One Box Only**

150
151 (a) **Buyer Agency.** If this box is checked, Broker shall represent Buyer as
152 Buyer's Agent and shall treat the seller as a customer. A customer is a party to a transaction with whom
153 Broker has no brokerage relationship. Broker shall disclose to such customer Broker's relationship with
154 Buyer.

155
156 (b) **Buyer Agency Unless Brokerage Relationship with Both.** If this box is
157 checked, Broker shall represent Buyer as Buyer's Agent and shall treat the seller as a customer, unless
158 Broker currently has or enters into an agency or Transaction-Brokerage relationship with the seller, in
159 which case Broker shall act as a Transaction-Broker, performing the duties described in § 4 and
160 facilitating purchase transactions without being an advocate or agent for either party.

161
162 (2) **TRANSACTION-BROKER.** If the Transaction-Brokerage box at the top of
163 page 1 is checked, or in the event neither box is checked, Broker shall work with Buyer as a
164 Transaction-Broker. If the seller and Buyer are working with the same broker, Broker shall continue to
165 function as a Transaction-Broker.

166
167 **7. BUYER'S OBLIGATIONS TO BROKER.** Buyer agrees to conduct all negotiations for the
168 Property only through Broker, and to refer to Broker all communications received in any form from real
169 estate brokers, prospective sellers, or any other source during the Term of this contract. Buyer represents
170 that Buyer **Is** **Is Not** currently a party to any agreement with any other broker to represent or
171 assist Buyer in the location or purchase of property.

172
173 **8. COMPENSATION TO BROKERAGE FIRM.** In consideration of the services to be
174 performed by Broker, Brokerage Firm shall be paid as set forth in this section, with no discount or
175 allowance for any efforts made by Buyer or any other person. Brokerage Firm shall be entitled to
176 receive additional compensation, bonuses, and incentives paid by listing brokerage firm or seller.
177 Broker shall inform Buyer of the fee to be paid to Brokerage Firm and, if there is a written agreement,
178 Broker shall supply a copy to Buyer, upon written request of Buyer.

179
180 **a. Check Compensation Arrangement:**

181
182 (1) **Success Fee.** Brokerage Firm shall be paid as follows:

183
184 (a) **Amount.** A fee equal to _____ % of the purchase price, but not less than
185 \$ _____, except as provided in subsection 8a(1)(b).

186
187 (b) **Adjusted Amount.** **See Section 17. Additional Provisions or**

188 **Other:** _____
189 _____

190
191 (c) **Earned.** The Success Fee is earned by the Brokerage Firm upon the Purchase of
192 the Property and is payable upon closing of the transaction. If any transaction fails to close as a result of
193 the seller's default, with no fault on the part of Buyer, the Success Fee shall be waived. If any
194 transaction fails to close as a result of Buyer's default, in whole or in part, the Success Fee shall not be

195 waived; such fee shall be payable upon Buyer's default, but in any event not later than the date that the
196 closing of the transaction was to have occurred.

197
198 (d) **Holdover.** This fee shall apply to Property contracted for during the Term of this
199 contract or any extensions and shall also apply to Property contracted for within 120 calendar days
200 after this contract expires or is terminated (Holdover Period) if the Property is one on which Broker
201 negotiated and if Broker submitted its address or other description in writing to Buyer during the Term.
202 However, if a commission is earned by another real estate brokerage firm acting pursuant to an
203 exclusive agreement with Buyer entered into during the Holdover Period, Buyer shall owe no
204 commission to Broker under subsection 8a(1).

205
206 (2) **Hourly Fee.** Buyer shall pay Brokerage Firm \$ _____ per hour for time spent by
207 Broker pursuant to this contract, up to a maximum total fee of \$ _____. This hourly fee shall be
208 paid to Brokerage Firm upon receipt of an invoice from Brokerage Firm.

209
210 (3) **Retainer Fee.** Buyer shall pay Brokerage Firm a nonrefundable retainer fee of \$ _____
211 due and payable upon signing of this contract. This amount Shall Shall Not be credited against
212 other fees paid to Brokerage Firm under this section.

213
214 (4) **Other Compensation:** _____
215 _____

216
217 **b. Check Who Will Pay Compensation:**

218
219 (1) **Buyer Will Pay.** Buyer shall be obligated to pay the Brokerage Firm's fee as described
220 above in subsection 8a.

221
222 (2) **Listing Brokerage Firm or Seller May Pay. Buyer IS Obligated to Pay.** Broker is
223 authorized and instructed to request payment of the Brokerage Firm's fee from the listing brokerage firm
224 or seller. Buyer shall be obligated to pay any portion of Brokerage Firm's fee as described above in
225 subsection 8a which is not paid by the listing brokerage firm or seller.

226
227 (3) **Listing Brokerage Firm or Seller May Pay. Buyer is NOT Obligated to Pay.** Broker
228 is authorized to obtain payment of the Brokerage Firm's fee from the listing brokerage firm or seller.
229 Buyer shall **not** be obligated to pay Brokerage Firm's fee.

230
231 **9. LIMITATION ON THIRD-PARTY COMPENSATION.** Neither Broker nor Brokerage Firm,
232 except as set forth in § 8, shall accept compensation from any other person or entity in connection with
233 the Property without the written consent of Buyer. Additionally, neither Broker nor Brokerage Firm
234 shall be permitted to assess and receive mark-ups or other compensation for services performed by any
235 third party or affiliated business entity unless Buyer signs a separate written consent for such services.

236
237 **10. COSTS OF SERVICES OR PRODUCTS OBTAINED FROM OUTSIDE SOURCES.**
238 Broker will not obtain or order products or services from outside sources unless Buyer has agreed to pay
239 for them promptly when due (examples: surveys, radon tests, soil tests, title reports, engineering studies,
240 property inspections). Neither Broker nor Brokerage Firm shall be obligated to advance funds for
241 Buyer. Buyer shall reimburse Brokerage Firm for payments made by Brokerage Firm for such products
242 or services authorized by Buyer.

243
244 **11. SHOWING PROPERTIES.** Buyer acknowledges that Broker has explained the possible

245 methods used by listing brokers and sellers to show properties, and the limitations (if any) on Buyer and
246 Broker being able to access properties due to such methods. Broker's limitations on accessing properties
247 are as follows: _____ . Broker, through Brokerage Firm, has access to the
248 following multiple listing services and property information services: Metrolist MLS
249 _____
250 _____

251
252 **12. DISCLOSURE OF BUYER'S IDENTITY.** Broker **Does** **Does Not** have Buyer's
253 permission to disclose Buyer's identity to third parties without prior written consent of Buyer.
254

255 **13. NONDISCRIMINATION.** The parties agree not to discriminate unlawfully against any
256 prospective seller because of the race, creed, color, sex, marital status, national origin, familial status,
257 physical or mental handicap, religion or ancestry of such person.
258

259 **14. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this document,
260 Buyer acknowledges that Broker has advised that this document has important legal consequences and
261 has recommended consultation with legal and tax or other counsel before signing this contract.
262

263 **15. MEDIATION.** If a dispute arises relating to this contract, prior to or after closing, and is not
264 resolved, the parties shall first proceed in good faith to submit the matter to mediation. Mediation is a
265 process in which the parties meet with an impartial person who helps to resolve the dispute informally
266 and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree
267 before any settlement is binding. The parties will jointly appoint an acceptable mediator and will share
268 equally in the cost of such mediation. The mediation, unless otherwise agreed, shall terminate in the
269 event the entire dispute is not resolved within 30 calendar days of the date written notice requesting
270 mediation is sent by one party to the other at the party's last known address.
271

272 **16. ATTORNEY FEES.** In the event of any arbitration or litigation relating to this contract, the
273 arbitrator or court shall award to the prevailing party all reasonable costs and expenses, including
274 attorney and legal fees.
275

276 **17. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved
277 by the Colorado Real Estate Commission.) Buyer understands that Prudential Colorado
278 Real Estate charges a fee of \$299- at closing for management and storage of
279 all closing documents. This is considered additional commissions to the
280 brokerage firm.
281 _____
282 _____
283 _____
284 _____
285 _____
286 _____

287 **18. ATTACHMENTS.** The following are a part of this contract: _____
288 _____
289 _____
290 _____

291 **19. NOTICE, DELIVERY AND CHOICE OF LAW.**
292 **a. Physical Delivery.** Except for the notice requesting mediation described in § 15, and
293 except as provided in § 19b below, any notice to the other party to this contract must be in writing and is
294 effective upon receipt.
295

296 **b. Electronic Delivery.** As an alternative to physical delivery, any signed document and
297 written notice may be delivered in electronic form by the following indicated methods only:
298 **Facsimile** **E-mail** **None.** Documents with original signatures shall be provided upon request
299 of any party.

300 c. **Choice of Law.** This contract and all disputes arising hereunder shall be governed by
301 and construed in accordance with the laws of the State of Colorado, that would be applicable to
302 Colorado residents who sign a contract in this state for property located in Colorado.
303

304 **20. MODIFICATION OF THIS CONTRACT.** No subsequent modification of any of the terms of
305 this contract shall be valid, binding upon the parties, or enforceable unless in writing and signed by the
306 parties.
307

308 **21. COUNTERPARTS.** If more than one person is named as a Buyer herein, this contract may be
309 executed by each Buyer, separately, and when so executed, such copies taken together with one
310 executed by Broker on behalf of Brokerage Firm shall be deemed to be a full and complete contract
311 between the parties.
312

313 **22. ENTIRE AGREEMENT.** This agreement constitutes the entire contract between the parties
314 and any prior agreements, whether oral or written, have been merged and integrated into this contract.
315

316 **23. COPY OF CONTRACT.** Buyer acknowledges receipt of a copy of this contract signed by
317 Broker, including all attachments.
318

319 **24. MEGAN'S LAW.** If the presence of a registered sex offender is a matter of concern to Buyer,
320 Buyer understands that Buyer must contact local law enforcement officials regarding obtaining such
321 information.
322

323 Brokerage Firm authorizes Broker to execute this contract on behalf of Brokerage Firm.
324
325
326

327 Date: _____ Date: _____
328
329

330 Buyer _____ Buyer _____
331 Address: _____
332 Phone No.: _____ Fax No.: _____
333 Email Address: _____
334

335 Date: _____
336 _____ Broker

337 Broker's Name: Bob Costello

338 Address: P.O. Box 631382, Littleton, CO 80163

339 Phone No.: (303) 791-7817 Fax No.: (303) 997-1098

340 Email Address: bob@upgradebroker.com
341
342

343 Brokerage Firm's Name: Prudential Colorado

344 Address: 360 S Monroe # 500, Denver, CO

345 Phone No.: (303) 791-7817 Fax No.: (303) 997-1098

346 Email Address: bob@upgradebroker.com