



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

6 **CONTRACT TO BUY AND SELL REAL ESTATE**  
7 **(ALL TYPES OF PROPERTIES) (FINANCING OMITTED)**

8 Date: \_\_\_\_\_  
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11 **1. AGREEMENT.** Buyer agrees to buy, and Seller agrees to sell, the Property defined below on the terms and  
12 conditions set forth in this contract (Contract).

13 **2. DEFINED TERMS.**

14 **2.1. Buyer.** Buyer, \_\_\_\_\_,  
15 will take title to the real property described below as  **Joint Tenants**  **Tenants In Common**  
16  **Other** \_\_\_\_\_.

17 **2.2. Property.** The Property is the following legally described real estate in the County of  
18 \_\_\_\_\_, Colorado:

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21  
22 known as No.

23 \_\_\_\_\_,  
24 Street Address City State Zip

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

28 **2.3. Dates and Deadlines.**

Item No.	Reference	Event	Date or Deadline
1	§ 4.2.1	Alternative Earnest Money Deadline	
2	§ 5.1	Loan Application Deadline	
3	§ 5.2	Loan Conditions Deadline	
4	§ 5.3	Buyer's Credit Information Deadline	
5	§ 5.3	Disapproval of Buyer's Credit Information Deadline	
6	§ 5.4	Existing Loan Documents Deadline	
7	§ 5.4	Existing Loan Documents Objection Deadline	
8	§ 5.4	Loan Transfer Approval Deadline	
9	§ 6.2.2	Appraisal Deadline	
10	§ 6.2.2	Appraisal Objection Deadline	
11	§ 7.1	Title Deadline	
12	§ 8.1	Title Objection Deadline	
13	§ 7.3	Survey Deadline	
14	§ 8.3.2	Survey Objection Deadline	
15	§ 7.2	Document Request Deadline	
16	§ 7.4.4	CIC Documents Deadline	
17	§ 7.4.5	CIC Documents Objection Deadline	

Item No.	Reference	Event	Date or Deadline
18	§ 8.2	Off-Record Matters Deadline	
19	§ 8.2	Off-Record Matters Objection Deadline	
20	§ 8.6	Right of First Refusal Deadline	
21	§ 10.1	Seller's Property Disclosure Deadline	
22	§ 10.2	Inspection Objection Deadline	
23	§ 10.3	Inspection Resolution Deadline	
24	§ 10.5	Property Insurance Objection Deadline	
25	§ 12	<b>Closing Date</b>	
26	§ 17	Possession Date	
27	§ 17	Possession Time	
28	§ 31	<b>Acceptance Deadline Date</b>	
29	§ 31	<b>Acceptance Deadline Time</b>	<b>9 PM</b>

**2.4. Applicability of Terms.** A check or similar mark in a box means that such provision is applicable. The abbreviation "N/A" or the word "Deleted" means not applicable and when inserted on any line in **Dates and Deadlines** (§ 2.3), means that the corresponding provision of the Contract to which reference is made is deleted. The abbreviation "MEC" (mutual execution of this Contract) means the date upon which both parties have signed this Contract.

**2.5. Day; Computation of Period of Days, Deadline.**

**2.5.1. Day.** As used in this Contract, the term "day" shall mean the entire day ending at 11:59 p.m., United States Mountain Time (Standard or Daylight Savings as applicable).

**2.5.2. Computation of Period of Days, Deadline.** In computing a period of days, when the ending date is not specified, the first day is excluded and the last day is included, e.g. three days after MEC. If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such deadline  **Shall**  **Shall Not** be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be checked, the deadline shall not be extended.

**3. INCLUSIONS AND EXCLUSIONS.**

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

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

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

**3.1.3. Other Inclusions.**

The Personal Property to be conveyed at Closing shall be conveyed by Seller free and clear of all taxes (except personal property taxes for the year of Closing), liens and encumbrances, except \_\_\_\_\_

Conveyance shall be by bill of sale or other applicable legal instrument.

98 **3.1.4. Trade Fixtures.** With respect to trade fixtures, Seller and Buyer agree as follows:  
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100 The Trade Fixtures to be conveyed at Closing shall be conveyed by Seller free and clear of all taxes (except  
101 personal property taxes for the year of Closing), liens and encumbrances, except \_\_\_\_\_  
102 \_\_\_\_\_ .

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104 Conveyance shall be by bill of sale or other applicable legal instrument.

105 **3.1.5. Parking and Storage Facilities.**  Use Only  Ownership of the following parking facilities:  
106 \_\_\_\_\_ ; and  Use Only  Ownership of the following storage facilities:  
107 \_\_\_\_\_ .

108 **3.1.6. Water Rights.** The following legally described water rights:  
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110 Any water rights shall be conveyed by  Quit Claim Deed  Other applicable legal  
111 instrument. If any water well is to be transferred to Buyer, Seller agrees to supply required information about such  
112 well to Buyer. Buyer understands that if the well to be transferred is a Small Capacity Well or a Domestic Exempt  
113 Water Well used for ordinary household purposes, Buyer shall, prior to or at Closing, complete a Change in  
114 Ownership form for the well. If an existing well has not been registered with the Colorado Division of Water  
115 Resources in the Department of Natural Resources (Division), Buyer shall complete a registration of existing well  
116 form for the well and pay the cost of registration. If no person will be providing a closing service in connection with  
117 the transaction, Buyer shall file the form with the Division within sixty days after Closing. The Well Permit # is  
118 \_\_\_\_\_ .  
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120 **3.1.7. Growing Crops.** With respect to growing crops, Seller and Buyer agree as follows:  
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123 **3.2. Exclusions.** The following items are excluded: \_\_\_\_\_  
124 \_\_\_\_\_ .

125 **4. PURCHASE PRICE AND TERMS.**

126 **4.1. Price and Terms.** The Purchase Price set forth below shall be payable in U.S. Dollars by Buyer as follows:  
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Item No.	Reference	Item	Amount	Amount
1	§ 4.1	Purchase Price	\$	
2	§ 4.2	Earnest Money		\$
3	§ 4.5	New Loan		
4	§ 4.6	Assumption Balance		
5	§ 4.7	Seller or Private Financing		
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7	---	-----	-----	-----
8	§ 4.3	Cash at Closing		
9		<b>TOTAL</b>	\$	\$

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139 **4.2. Earnest Money.** The Earnest Money set forth in this section, in the form of personal check , is  
140 part payment of the Purchase Price and shall be payable to and held by \_\_\_\_\_  
141 \_\_\_\_\_ (Earnest Money Holder), in its trust account, on behalf of both Seller and  
142 Buyer. The Earnest Money deposit shall be tendered with this Contract unless the parties mutually agree to an  
143 **Alternative Earnest Money Deadline** (§ 2.3) for its payment. If Earnest Money Holder is other than the Brokerage  
144 Firm identified in § 33 or § 34 below, Closing Instructions signed by Buyer, Seller and Earnest Money Holder must be  
145 obtained on or before delivery of Earnest Money to Earnest Money Holder. The parties authorize delivery of the  
146 Earnest Money deposit to the company conducting the Closing (Closing Company), if any, at or before Closing. In the

147 event Earnest Money Holder has agreed to have interest on Earnest Money deposits transferred to a fund established  
148 for the purpose of providing affordable housing to Colorado residents, Seller and Buyer acknowledge and agree that  
149 any interest accruing on the Earnest Money deposited with the Earnest Money Holder in this transaction shall be  
150 transferred to such fund.

151 **4.2.1. Alternative Earnest Money Deadline.** The deadline for delivering the Earnest Money, if other than  
152 at the time of tender of the Contract is as set forth as the **Alternative Earnest Money Deadline** (§ 2.3).

153 **4.3. Cash at Closing.** All amounts payable by the parties, at Closing, including Cash at Closing and closing  
154 costs, shall be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified  
155 check, savings and loan teller's check and cashier's check (Good Funds). All required Cash at Closing shall be paid to  
156 allow disbursement by Closing Company at the time of Closing **OR SUCH PARTY SHALL BE IN DEFAULT.**  
157 Buyer represents that Buyer, as of the date of this Contract,  **Does**  **Does Not** have funds that are immediately  
158 verifiable and available in an amount not less than the amount stated as Cash at Closing in § 4.1.

159 **4.4. Seller Concession.** Seller, at Closing, shall pay or credit, as directed by Buyer, a total amount of  
160 \$ \_\_\_\_\_ to assist with Buyer's closing costs, loan discount points, loan origination fees, prepaid  
161 items (including any amounts that Seller agrees to pay because Buyer is not allowed to pay due to FHA, CHFA,  
162 VA, etc.), and any other fee, cost, charge, expense or expenditure related to Buyer's New Loan or other allowable  
163 Seller concession (collectively, Seller Concession). The Seller Concession is in addition to any sum Seller has agreed  
164 to pay or credit Buyer elsewhere in this Contract. If the amount of Seller Concession exceeds the aggregate of what is  
165 allowed, Seller shall not pay or be charged such excess amount.

166 **4.5. New Loan.** (Omitted as inapplicable)

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179 **4.6. Assumption.** (Omitted as inapplicable)

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194 **4.7. Seller or Private Financing.** (Omitted as inapplicable)

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**5. FINANCING CONDITIONS AND OBLIGATIONS.**

**5.1. Loan Application.** (Omitted as inapplicable)

**5.2. Loan Conditions.** (Omitted as inapplicable)

**5.3. Credit Information and Buyer's New Senior Loan.** (Omitted as inapplicable)

**5.4. Existing Loan Review.** (Omitted as inapplicable)

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**6. APPRAISAL PROVISIONS.**

**6.1. Property Approval.** If the lender imposes any requirements or repairs (Requirements) to be made to the Property (e.g., roof repair, repainting), beyond those matters already agreed to by Seller in this Contract, Seller may terminate this Contract (notwithstanding § 10 of this Contract) by written notice to Buyer on or before three days following Seller's receipt of the Requirements. Seller's right to terminate in this § 6.1 shall not apply if on or before any termination by Seller pursuant to this § 6.1: (1) the parties enter into a written agreement regarding the Requirements; or (2) the Requirements are completed by Seller; or (3) the satisfaction of the Requirements is waived in writing by Buyer.

**6.2. Appraisal Condition.**

**6.2.1. Not Applicable.** This § 6.2 shall not apply.

**6.2.2. Conventional/Other.** Buyer shall have the sole option and election to terminate this Contract if the Purchase Price exceeds the Property's valuation determined by an appraiser engaged by \_\_\_\_\_ . The appraisal shall be received by Buyer or Buyer's lender on or before **Appraisal Deadline** (§ 2.3). This Contract shall terminate by Buyer delivering to Seller written notice of termination and either a copy of such appraisal or written notice from lender that confirms the Property's valuation is less than the Purchase Price, received by Seller on or before **Appraisal Objection Deadline** (§ 2.3). If Seller does not receive such written notice of termination on or before **Appraisal Objection Deadline** (§ 2.3), Buyer waives any right to terminate under this section.

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

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

**6.3. Cost of Appraisal.** Cost of any appraisal to be obtained after the date of this Contract shall be timely paid by  Buyer  Seller.

**7. EVIDENCE OF TITLE, SURVEY AND CIC DOCUMENTS.**

**7.1. Evidence of Title.** On or before **Title Deadline** (§ 2.3), Seller shall cause to be furnished to Buyer, at Seller's expense, a current commitment for owner's title insurance policy (Title Commitment) in an amount equal to the Purchase Price, or if this box is checked,  **An Abstract** of title certified to a current date. If title insurance is furnished, Seller shall also deliver to Buyer copies of any abstracts of title covering all or any portion of the Property (Abstract) in Seller's possession. At Seller's expense, Seller shall cause the title insurance policy to be issued and delivered to Buyer as soon as practicable at or after Closing. The title insurance commitment  **Shall**  **Shall Not** commit to delete or insure over the standard exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) any unrecorded mechanics' liens, (5) gap period (effective date of commitment to date deed is recorded), and (6) unpaid taxes, assessments and unredeemed tax sales prior to the year of Closing.

300 Any additional premium expense to obtain this additional coverage shall be paid by  Buyer  Seller.  
301 Note: The title insurance company may not agree to delete or insure over any or all of the standard exceptions. Buyer  
302 shall have the right to review the Title Commitment. If the Title Commitment or its provisions are not satisfactory to  
303 Buyer, Buyer may exercise Buyer's rights pursuant to § 8.1.

304 **7.2. Copies of Exceptions.** On or before **Title Deadline** (§ 2.3), Seller, at Seller's expense, shall furnish to  
305 Buyer and \_\_\_\_\_, (1) copies of any plats,  
306 declarations, covenants, conditions and restrictions burdening the Property, and (2) if a Title Commitment is required  
307 to be furnished, and if this box is checked  **Copies of any Other Documents** (or, if illegible, summaries of such  
308 documents) listed in the schedule of exceptions (Exceptions). Even if the box is not checked, Seller shall have the  
309 obligation to furnish these documents pursuant to this section if requested by Buyer any time on or before  
310 **Document Request Deadline** (§ 2.3). This requirement shall pertain only to documents as shown of record in the  
311 office of the clerk and recorder in the county where the Property is located. The abstract or Title Commitment,  
312 together with any copies or summaries of such documents furnished pursuant to this section, constitute the title  
313 documents (Title Documents).

314 **7.3. Survey.** On or before **Survey Deadline** (§ 2.3),  Seller  Buyer shall order and cause Buyer (and the  
315 issuer of the Title Commitment or the provider of the opinion of title if an abstract) to receive a current  
316  **Improvement Survey Plat**  **Improvement Location Certificate**  \_\_\_\_\_  
317 (the description checked is known as Survey). An amount not to exceed \$ \_\_\_\_\_ for Survey shall  
318 be paid by  Buyer  Seller. If the cost exceeds this amount,  Buyer  Seller shall pay the excess on or before  
319 Closing. Buyer shall not be obligated to pay the excess unless Buyer is informed of the cost and delivers to Seller,  
320 before Survey is ordered, Buyer's written agreement to pay the required amount to be paid by Buyer.

321 **7.4. Common Interest Community Documents.** The term CIC Documents consists of all owners' associations  
322 (Association) declarations, bylaws, operating agreements, rules and regulations, party wall agreements, minutes of  
323 most recent annual owners' meeting and minutes of any directors' or managers' meetings during the 6-month period  
324 immediately preceding the date of this Contract, if any (Governing Documents), most recent financial documents  
325 consisting of (1) annual balance sheet, (2) annual income and expenditures statement, and (3) annual budget  
326 (Financial Documents), if any (collectively CIC Documents).

327  **7.4.1. Not Applicable.** This § 7.4 shall not apply.

328 **7.4.2. Common Interest Community Disclosure.** THE PROPERTY IS LOCATED WITHIN A  
329 COMMON INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR SUCH COMMUNITY.  
330 THE OWNER OF THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNER'S  
331 ASSOCIATION FOR THE COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND  
332 REGULATIONS OF THE ASSOCIATION. THE DECLARATION, BYLAWS, AND RULES AND  
333 REGULATIONS WILL IMPOSE FINANCIAL OBLIGATIONS UPON THE OWNER OF THE PROPERTY,  
334 INCLUDING AN OBLIGATION TO PAY ASSESSMENTS OF THE ASSOCIATION. IF THE OWNER DOES  
335 NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD PLACE A LIEN ON THE PROPERTY AND  
336 POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS, AND RULES AND  
337 REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING CHANGES TO THE  
338 PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A COMMITTEE OF  
339 THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF PROPERTY  
340 WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL  
341 OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE  
342 DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE  
343 ASSOCIATION.

344  **7.4.3. Not Conditional on Review.** Buyer acknowledges that Buyer has received a copy of the CIC  
345 Documents. Buyer has reviewed them, agrees to accept the benefits, obligations and restrictions that they impose upon  
346 the Property and its owners and waives any right to terminate this Contract due to such documents, notwithstanding  
347 the provisions of § 8.5.

348 **7.4.4. CIC Documents to Buyer.**

349  **7.4.4.1. Seller to Provide CIC Documents.** Seller shall cause the CIC Documents to be provided  
350 to Buyer, at Seller's expense, on or before **CIC Documents Deadline** (§ 2.3).

351  **7.4.4.2. Seller Authorizes Association.** Seller authorizes the Association to provide the CIC  
352 Documents to Buyer, at Seller's expense.

353 **7.4.4.3. Seller's Obligation.** Seller's obligation to provide the CIC Documents shall be fulfilled  
354 upon Buyer's receipt of the CIC Documents, regardless of who provides such documents.

355 **7.4.5. Conditional on Buyer's Review.** If the box in either § 7.4.4.1 or § 7.4.4.2 is checked, the provisions  
356 of this § 7.4.5 shall apply. Written notice of any unsatisfactory provision in any of the CIC Documents, in Buyer's  
357 subjective discretion, signed by Buyer, or on behalf of Buyer, and delivered to Seller on or before **CIC Documents**  
358 **Objection Deadline** (§ 2.3), shall terminate this Contract.

359 Should Buyer receive the CIC Documents after **CIC Documents Deadline** (§ 2.3), Buyer shall have the  
360 right, at Buyer's option, to terminate this Contract by written notice delivered to Seller on or before ten days after  
361 Buyer's receipt of the CIC Documents. If Buyer does not receive the CIC Documents, or if such written notice to  
362 terminate would otherwise be required to be delivered after **Closing Date** (§ 2.3), Buyer's written notice to terminate  
363 shall be received by Seller on or before three days prior to **Closing Date** (§ 2.3). If Seller does not receive written  
364 notice from Buyer within such time, Buyer accepts the provisions of the CIC Documents, and Buyer's right to  
365 terminate this Contract pursuant to this section is waived, notwithstanding the provisions of § 8.5.

366 NOTE: If no box in this § 7.4 is checked, the provisions of § 7.4.4.1 shall apply.

367 **8. TITLE AND SURVEY REVIEW.**

368 **8.1. Title Review.** Buyer shall have the right to inspect the Title Documents. Written notice by Buyer of  
369 unmerchantability of title, form or content of Title Commitment or of any other unsatisfactory title condition shown  
370 by the Title Documents, notwithstanding § 13, shall be signed by or on behalf of Buyer and delivered to Seller on or  
371 before **Title Objection Deadline** (§ 2.3), or within five days after receipt by Buyer of any change to the Title  
372 Documents or endorsement to the Title Commitment together with a copy of the document adding any new Exception  
373 to title. If Seller does not receive Buyer's notice by the date specified above, Buyer accepts the condition of title as  
374 disclosed by the Title Documents as satisfactory.

375 **8.2. Matters Not Shown by the Public Records.** Seller shall deliver to Buyer, on or before **Off-Record**  
376 **Matters Deadline** (§ 2.3) true copies of all leases and surveys in Seller's possession pertaining to the Property and  
377 shall disclose to Buyer all easements, liens (including, without limitation, governmental improvements approved, but  
378 not yet installed) or other title matters (including, without limitation, rights of first refusal and options) not shown by  
379 the public records of which Seller has actual knowledge. Buyer shall have the right to inspect the Property to  
380 investigate if any third party has any right in the Property not shown by the public records (such as an unrecorded  
381 easement, unrecorded lease, boundary line discrepancy or water rights). Written notice of any unsatisfactory condition  
382 disclosed by Seller or revealed by such inspection, notwithstanding § 13, shall be signed by or on behalf of Buyer  
383 and delivered to Seller on or before **Off-Record Matters Objection Deadline** (§ 2.3). If Seller does not receive  
384 Buyer's notice by said deadline, Buyer accepts title subject to such rights, if any, of third parties of which Buyer  
385 has actual knowledge.

386 **8.3. Survey Review.**

387  **8.3.1. Not Applicable.** This § 8.3 shall not apply.

388  **8.3.2. Conditional on Survey.** If the box in this § 8.3.2 is checked, Buyer shall have the right to inspect  
389 the Survey. If written notice by or on behalf of Buyer of any unsatisfactory condition shown by the Survey,  
390 notwithstanding § 8.2 or § 13, is received by Seller on or before **Survey Objection Deadline** (§ 2.3) then such  
391 objection shall be deemed an unsatisfactory title condition. If Seller does not receive Buyer's notice by **Survey**  
392 **Objection Deadline** (§ 2.3), Buyer accepts the Survey as satisfactory.

393 **8.4. Special Taxing Districts. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL**  
394 **OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX**  
395 **LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH**  
396 **DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND EXCESSIVE TAX**  
397 **BURDENS TO SUPPORT THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE**  
398 **RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH INDEBTEDNESS**  
399 **WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYER SHOULD INVESTIGATE THE DEBT**  
400 **FINANCING REQUIREMENTS OF THE AUTHORIZED GENERAL OBLIGATION INDEBTEDNESS OF**

401 **SUCH DISTRICTS, EXISTING MILL LEVIES OF SUCH DISTRICT SERVICING SUCH INDEBTEDNESS,**  
402 **AND THE POTENTIAL FOR AN INCREASE IN SUCH MILL LEVIES.**

403 In the event the Property is located within a special taxing district and Buyer desires to terminate this Contract as a  
404 result, if written notice, by or on behalf of Buyer, is received by Seller on or before **Off-Record Matters Objection**  
405 **Deadline** (§ 2.3), this Contract shall terminate. If Seller does not receive Buyer's notice by such deadline,  
406 Buyer accepts the effect of the Property's inclusion in such special taxing district and waives the right to terminate for  
407 that reason.

408 **8.5. Right to Object, Cure.** Buyer's right to object shall include, but not be limited to, those matters set forth in  
409 §§ 8 and 13. If Seller receives notice of unmerchantability of title or any other unsatisfactory title condition or  
410 commitment terms as provided in §§ 8.1, 8.2 and 8.3, Seller shall use reasonable efforts to correct said items and bear  
411 any nominal expense to correct the same prior to Closing. If such unsatisfactory title condition is not corrected to  
412 Buyer's satisfaction on or before Closing, this Contract shall terminate; provided, however, Buyer may, by written  
413 notice received by Seller on or before Closing, waive objection to such items.

414 **8.6. Right of First Refusal or Contract Approval.** If there is a right of first refusal on the Property, or a right  
415 to approve this Contract, Seller shall promptly submit this Contract according to the terms and conditions of such  
416 right. If the holder of the right of first refusal exercises such right or the holder of a right to approve disapproves this  
417 Contract, this Contract shall terminate. If the right of first refusal is waived explicitly or expires, or the Contract is  
418 approved, this Contract shall remain in full force and effect. Seller shall promptly notify Buyer of the foregoing. If  
419 expiration or waiver of the right of first refusal or Contract approval has not occurred on or before **Right of First**  
420 **Refusal Deadline** (§ 2.3), this Contract shall terminate.

421 **8.7. Title Advisory.** The Title Documents affect the title, ownership and use of the Property and should be  
422 reviewed carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership  
423 and use of the Property, including without limitation, boundary lines and encroachments, area, zoning, unrecorded  
424 easements and claims of easements, leases and other unrecorded agreements, and various laws and governmental  
425 regulations concerning land use, development and environmental matters. **The surface estate may be owned**  
426 **separately from the underlying mineral estate, and transfer of the surface estate does not necessarily include**  
427 **transfer of the mineral rights or water rights. Third parties may hold interests in oil, gas, other minerals,**  
428 **geothermal energy or water on or under the Property, which interests may give them rights to enter and use**  
429 **the Property.** Such matters may be excluded from or not covered by the title insurance policy. Buyer is advised to  
430 timely consult legal counsel with respect to all such matters as there are strict time limits provided in this Contract  
431 [e.g., **Title Objection Deadline** (§ 2.3) and **Off-Record Matters Objection Deadline** (§ 2.3)].

432 **9. LEAD-BASED PAINT.** Unless exempt, if the improvements on the Property include one or more residential  
433 dwellings for which a building permit was issued prior to January 1, 1978, this Contract shall be void unless (1) a  
434 completed Lead-Based Paint Disclosure (Sales) form is signed by Seller, the required real estate licensees and Buyer,  
435 and (2) Seller receives the completed and fully executed form prior to the time when the Contract is signed by all  
436 parties. Buyer acknowledges timely receipt of a completed Lead-Based Paint Disclosure (Sales) form signed by Seller  
437 and the real estate licensees.

438 **10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY, BUYER DISCLOSURE**  
439 **AND SOURCE OF WATER.**

440 **10.1. Seller's Property Disclosure Deadline.** On or before **Seller's Property Disclosure Deadline** (§ 2.3),  
441 Seller agrees to deliver to Buyer the most current version of the applicable Colorado Real Estate Commission's Seller's  
442 Property Disclosure form completed by Seller to the best of Seller's actual knowledge, current as of the date of this  
443 Contract.

444 **10.2. Inspection Objection Deadline.** Buyer shall have the right to have inspections of the physical condition of  
445 the Property and Inclusions, at Buyer's expense. If (1) the physical condition of the Property, (2) Inclusions, (3) any  
446 proposed or existing transportation project, road, street or highway, or (4) any other activity, odor or noise (whether  
447 on or off the Property) and its effect or expected effect on the Property or its occupants is unsatisfactory in Buyer's  
448 subjective discretion, Buyer shall, on or before **Inspection Objection Deadline** (§ 2.3):

449 **10.2.1. Notice to Terminate.** Notify Seller in writing that this Contract is terminated, or

450 **10.2.2. Notice to Correct.** Deliver to Seller a written description of any unsatisfactory physical condition  
451 which Buyer requires Seller to correct.



- 503 **13.2.** distribution utility easements (including cable TV),
- 504 **13.3.** those specifically described rights of third parties not shown by the public records of which Buyer has
- 505 actual knowledge and which were accepted by Buyer in accordance with **Matters Not Shown by the Public Records**
- 506 (§ 8.2) and **Survey Review** (§ 8.3),
- 507 **13.4.** inclusion of the Property within any special taxing district, and
- 508 **13.5.** other \_\_\_\_\_.

509 **14. PAYMENT OF ENCUMBRANCES.** Any encumbrance required to be paid shall be paid at or before Closing  
 510 from the proceeds of this transaction or from any other source.

511 **15. CLOSING COSTS, DOCUMENTS AND SERVICES.**

512 **15.1. Good Funds.** Buyer and Seller shall pay, in Good Funds, their respective Closing costs and all other items  
 513 required to be paid at Closing, except as otherwise provided herein.

514 **15.2. Closing Information and Documents.** Buyer and Seller will furnish any additional information and  
 515 documents required by Closing Company that will be necessary to complete this transaction. Buyer and Seller shall  
 516 sign and complete all customary or reasonably required documents at or before Closing.

517 **15.3. Closing Services Fee.** The fee for real estate Closing services shall be paid at Closing by  Buyer  
 518  Seller  One-Half by Buyer and One-Half by Seller  Other \_\_\_\_\_.

519 **15.4. Closing Instructions.** Buyer and Seller agree to execute the Colorado Real Estate Commission's Closing  
 520 Instructions. Such Closing Instructions  Are  Are Not executed with this Contract. Upon execution,  Seller  
 521  Buyer shall deliver such Closing Instructions to the Closing Company.

522 **15.5. Status Letter and Transfer Fees.** Any fees incident to the issuance of Association's statement of  
 523 assessments (Status Letter) shall be paid by  Buyer  Seller  One-Half by Buyer and One-Half by Seller.  
 524 Any transfer fees assessed by the Association (Association's Transfer Fee) shall be paid by  Buyer  Seller  
 525  One-Half by Buyer and One-Half by Seller.

526 **15.6. Local Transfer Tax.**  The Local Transfer Tax of \_\_\_\_\_ % of the Purchase Price shall be paid  
 527 at Closing by  Buyer  Seller  One-Half by Buyer and One-Half by Seller.

528 **15.7. Sales and Use Tax.** Any sales and use tax that may accrue because of this transaction shall be paid when  
 529 due by  Buyer  Seller  One-Half by Buyer and One-Half by Seller.

530 **16. PRORATIONS.** The following shall be prorated to **Closing Date** (§ 2.3), except as otherwise provided:

531 **16.1. Taxes.** Personal property taxes, if any, and general real estate taxes for the year of Closing, based on  
 532  Taxes for the Calendar Year Immediately Preceding Closing  Most Recent Mill Levy and Most Recent  
 533 Assessed Valuation, adjusted by any applicable qualifying seniors property tax exemption, or  Other \_\_\_\_\_  
 534 \_\_\_\_\_.

535 **16.2 Rents.** Rents based on  Rents Actually Received  Accrued. At Closing, Seller shall transfer or credit  
 536 to Buyer the security deposits for all leases assigned, or any remainder after lawful deductions, and notify all tenants  
 537 in writing of such transfer and of the transferee's name and address. Seller shall assign all leases in effect at Closing to  
 538 Buyer and Buyer shall assume such leases.

539 **16.3. Association Assessments.** Current regular Association assessments and dues (Association Assessments)  
 540 paid in advance shall be credited to Seller at Closing. Cash reserves held out of the regular Association Assessments  
 541 for deferred maintenance by the Association shall not be credited to Seller except as may be otherwise provided by the  
 542 Governing Documents. Any special assessment by the Association for improvements that have been installed as of the  
 543 date of Buyer's signature hereon shall be the obligation of Seller. Any other special assessment assessed prior to  
 544 **Closing Date** (§ 2.3) by the Association shall be the obligation of  Buyer  Seller. Seller represents that the  
 545 Association Assessments are currently payable at \$ \_\_\_\_\_ per \_\_\_\_\_ and  
 546 that there are no unpaid regular or special assessments against the Property except the current regular assessments and  
 547 \_\_\_\_\_  
 548 \_\_\_\_\_  
 549 \_\_\_\_\_.

550 Such assessments are subject to change as provided in the Governing Documents. Seller agrees to promptly request  
 551 the Association to deliver to Buyer before **Closing Date** (§ 2.3) a current Status Letter.

552 **16.4. Other Prorations.** Water and sewer charges, interest on continuing loan, and \_\_\_\_\_  
 553 \_\_\_\_\_.

554 **16.5. Final Settlement.** Unless otherwise agreed in writing, these prorations shall be final.  
555 **17. POSSESSION.** Possession of the Property shall be delivered to Buyer on **Possession Date** at **Possession Time**  
556 (§ 2.3), subject to the following leases or tenancies:  
557  
558

559 If Seller, after Closing, fails to deliver possession as specified, Seller shall be subject to eviction and shall be  
560 additionally liable to Buyer for payment of \$ 500.00 per day (or any part of a day notwithstanding  
561 § 2.5.1) **from Possession Date** and **Possession Time** (§ 2.3) until possession is delivered.

562 Buyer  **Does**  **Does Not** represent that Buyer will occupy the Property as Buyer's principal residence.  
563 **18. ASSIGNABILITY AND INUREMENT.** This Contract  **Shall**  **Shall Not** be assignable by Buyer without  
564 Seller's prior written consent. Except as so restricted, this Contract shall inure to the benefit of and be binding upon  
565 the heirs, personal representatives, successors and assigns of the parties.

566 **19. INSURANCE; CONDITION OF, DAMAGE TO PROPERTY AND INCLUSIONS AND WALK-**  
567 **THROUGH.** Except as otherwise provided in this Contract, the Property, Inclusions or both shall be delivered in the  
568 condition existing as of the date of this Contract, ordinary wear and tear excepted.

569 **19.1. Casualty Insurance.** In the event the Property or Inclusions are damaged by fire or other casualty prior to  
570 Closing in an amount of not more than ten percent of the total Purchase Price, Seller shall be obligated to repair the  
571 same before **Closing Date** (§ 2.3). In the event such damage is not repaired within said time or if the damage exceeds  
572 such sum, this Contract may be terminated at the option of Buyer by delivering to Seller written notice of termination  
573 on or before Closing. Should Buyer elect to carry out this Contract despite such damage, Buyer shall be entitled to a  
574 credit at Closing for all insurance proceeds that were received by Seller (but not the Association, if any) resulting from  
575 such damage to the Property and Inclusions, plus the amount of any deductible provided for in such insurance policy.  
576 Such credit shall not exceed the Purchase Price. In the event Seller has not received such insurance proceeds prior  
577 to Closing, then Seller shall assign such proceeds at Closing, plus credit Buyer the amount of any deductible provided  
578 for in such insurance policy, but not to exceed the total Purchase Price.

579 **19.2. Damage, Inclusions and Services.** Should any Inclusion or service (including systems and components of  
580 the Property, e.g. heating, plumbing) fail or be damaged between the date of this Contract and Closing or possession,  
581 whichever shall be earlier, then Seller shall be liable for the repair or replacement of such Inclusion or service with a  
582 unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or replacement  
583 of such Inclusion, service or fixture is not the responsibility of the Association, if any, less any insurance proceeds  
584 received by Buyer covering such repair or replacement. Seller and Buyer are aware of the existence of pre-owned  
585 home warranty programs that may be purchased and may cover the repair or replacement of such Inclusions. The risk  
586 of loss for damage to growing crops by fire or other casualty shall be borne by the party entitled to the growing crops  
587 as provided in § 3.1.7 and such party shall be entitled to such insurance proceeds or benefits for the growing crops.

588 **19.3. Walk-Through and Verification of Condition.** Buyer, upon reasonable notice, shall have the right to walk  
589 through the Property prior to Closing to verify that the physical condition of the Property and Inclusions complies  
590 with this Contract.

591 **20. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this document, Buyer and Seller  
592 acknowledge that the respective broker has advised that this document has important legal consequences and has  
593 recommended the examination of title and consultation with legal and tax or other counsel before signing this  
594 Contract.

595 **21. TIME OF ESSENCE, DEFAULT AND REMEDIES.** Time is of the essence hereof. If any note or check  
596 received as Earnest Money hereunder or any other payment due hereunder is not paid, honored or tendered when due,  
597 or if any obligation hereunder is not performed or waived as herein provided, there shall be the following remedies:

598 **21.1. If Buyer is in Default:**

599  **21.1.1. Specific Performance.** Seller may elect to treat this Contract as canceled, in which case all Earnest  
600 Money (whether or not paid by Buyer) shall be forfeited by Buyer, paid to Seller and retained by Seller; and Seller  
601 may recover such damages as may be proper; or Seller may elect to treat this Contract as being in full force and effect  
602 and Seller shall have the right to specific performance or damages, or both.

603  **21.1.2. Liquidated Damages.** All Earnest Money (whether or not paid by Buyer) shall be forfeited by  
604 Buyer, paid to Seller, and retained by Seller. Both parties shall thereafter be released from all obligations hereunder.

605 It is agreed that the Earnest Money specified in § 4.1 is LIQUIDATED DAMAGES, and not a penalty, which amount  
606 the parties agree is fair and reasonable and (except as provided in §§ 10.4, 19, 21.3, 22 and 23), said forfeiture shall be  
607 SELLER'S SOLE AND ONLY REMEDY for Buyer's failure to perform the obligations of this Contract. Seller  
608 expressly waives the remedies of specific performance and additional damages.

609 **21.2. If Seller is in Default:** Buyer may elect to treat this Contract as canceled, in which case all Earnest Money  
610 received hereunder shall be returned and Buyer may recover such damages as may be proper, or Buyer may elect to  
611 treat this Contract as being in full force and effect and Buyer shall have the right to specific performance or damages,  
612 or both.

613 **21.3. Cost and Expenses.** In the event of any arbitration or litigation relating to this Contract, the arbitrator or  
614 court shall award to the prevailing party all reasonable costs and expenses, including attorney and legal fees.

615 **22. MEDIATION.** If a dispute arises relating to this Contract, prior to or after Closing, and is not resolved, the parties  
616 shall first proceed in good faith to submit the matter to mediation. Mediation is a process in which the parties meet  
617 with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose  
618 binding decisions. The parties to the dispute must agree before any settlement is binding. The parties will jointly  
619 appoint an acceptable mediator and will share equally in the cost of such mediation. The mediation, unless otherwise  
620 agreed, shall terminate in the event the entire dispute is not resolved within thirty days of the date written notice  
621 requesting mediation is delivered by one party to the other at the party's last known address. This section shall not  
622 alter any date in this Contract, unless otherwise agreed.

623 **23. EARNEST MONEY DISPUTE.** Except as otherwise provided herein, Earnest Money Holder shall release the  
624 Earnest Money as directed by written mutual instructions, signed by both Buyer and Seller. In the event of any  
625 controversy regarding the Earnest Money (notwithstanding any termination of this Contract), Earnest Money Holder  
626 shall not be required to take any action. Earnest Money Holder, at its option and sole discretion, may (1) await any  
627 proceeding, (2) interplead all parties and deposit Earnest Money into a court of competent jurisdiction and shall  
628 recover court costs and reasonable attorney and legal fees, or (3) provide notice to Buyer and Seller that unless Earnest  
629 Money Holder receives a copy of the Summons and Complaint or Claim (between Buyer and Seller) containing the  
630 case number of the lawsuit (Lawsuit) within one hundred twenty days of Earnest Money Holder's notice to the parties,  
631 Earnest Money Holder shall be authorized to return the Earnest Money to Buyer. In the event Earnest Money Holder  
632 does receive a copy of the Lawsuit, and has not interpleaded the monies at the time of any Order, Earnest Money Holder  
633 shall disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the obligation of  
634 **Mediation** (§ 22). The provisions of this § 23 apply only if the Earnest Money Holder is one of the Brokerage Firms  
635 named in § 33 or § 34.

636 **24. TERMINATION.** In the event this Contract is terminated, all Earnest Money received hereunder shall be  
637 returned and the parties shall be relieved of all obligations hereunder, subject to §§ 10.4, 22 and 23.

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

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655

656 **26. ATTACHMENTS.** The following are a part of this Contract:

657

658

659 Note: The following disclosure forms **are attached** but are **not** a part of this Contract:

660

661

662 **27. GOOD FAITH.** Buyer and Seller acknowledge that each party has an obligation to act in good faith, including  
663 but not limited to exercising the rights and obligations set forth in the provisions of **Financing Conditions and**  
664 **Obligations** (§ 5) and **Property Disclosure, Inspection, Indemnity, Insurability, Buyer Disclosure and Source**  
665 **of Water** (§ 10).

666 **28. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL.** This Contract, its exhibits and specified addenda,  
667 constitute the entire agreement between the parties relating to the subject hereof, and any prior agreements pertaining  
668 thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of  
669 any of the terms of this Contract shall be valid, binding upon the parties, or enforceable unless made in writing and  
670 signed by the parties. Any obligation in this Contract that, by its terms, is intended to be performed after termination  
671 or Closing shall survive the same.

672 **29. FORECLOSURE DISCLOSURE AND PROTECTION.** Seller acknowledges that, to Seller's current actual  
673 knowledge, the Property  **Is**  **Is Not** in foreclosure. Buyer  **Will**  **Will Not** occupy the Property as Buyer's  
674 personal residence for at least one year. In the event this transaction is subject to the provisions of the Colorado  
675 Foreclosure Protection Act (the Act) (i.e., generally the Act requires that the Property is residential, in foreclosure, and  
676 Buyer does not reside in it for at least one year), a different contract that complies with the provisions of the Act is  
677 required, and this Contract shall be void and of no effect unless the Foreclosure Property Addendum is executed by all  
678 parties concurrent with the signing of this Contract. Each party is further advised to consult with their own attorney.

679 **30. NOTICE, DELIVERY, AND CHOICE OF LAW.**

680 **30.1. Physical Delivery.** Except for the notice requesting mediation described in § 22, delivered after Closing,  
681 and except as provided in § 30.2, all notices must be in writing. Any notice to Buyer shall be effective when  
682 physically received by Buyer, any individual buyer, any representative of Buyer, or Brokerage Firm of Broker  
683 working with Buyer. Any notice or document to Seller shall be effective when physically received by Seller, any  
684 individual seller, any representative of Seller, or Brokerage Firm of Broker working with Seller.

685 **30.2. Electronic Delivery.** As an alternative to physical delivery, any signed document and written notice may  
686 be delivered in electronic form by the following indicated methods only:  **Facsimile**  **Email**  **Internet**  **No**  
687 **Electronic Delivery.** Documents with original signatures shall be provided upon request of any party.

688 **30.3. Choice of Law.** This Contract and all disputes arising hereunder shall be governed by and construed in  
689 accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract  
690 in this state for property located in Colorado.

691 **31. NOTICE OF ACCEPTANCE, COUNTERPARTS.** This proposal shall expire unless accepted in writing, by  
692 Buyer and Seller, as evidenced by their signatures below, and the offering party receives notice of such acceptance  
693 pursuant to § 30 on or before **Acceptance Deadline Date** (§2.3) and **Acceptance Deadline Time** (§2.3).  
694 If accepted, this document shall become a contract between Seller and Buyer. A copy of this document may  
695 be executed by each party, separately, and when each party has executed a copy thereof, such copies taken together  
696 shall be deemed to be a full and complete contract between the parties.

697 Date: \_\_\_\_\_  
698 Buyer's Name: \_\_\_\_\_  
699 \_\_\_\_\_  
700 \_\_\_\_\_  
701 \_\_\_\_\_  
702 Buyer's Signature  
703 Address: \_\_\_\_\_  
704 \_\_\_\_\_  
705 Phone No.: \_\_\_\_\_  
706 Fax No.: \_\_\_\_\_  
707 Email Address: \_\_\_\_\_  
708 \_\_\_\_\_  
709 \_\_\_\_\_

Date: \_\_\_\_\_  
Buyer's Name: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Buyer's Signature  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone No.: \_\_\_\_\_  
Fax No.: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

710 **[NOTE: If this offer is being countered or rejected, do not sign this document. Refer to § 32]**

712 Date: \_\_\_\_\_  
713 Seller's Name: \_\_\_\_\_  
714 \_\_\_\_\_  
715 \_\_\_\_\_  
716 \_\_\_\_\_  
717 Seller's Signature  
718 Address: \_\_\_\_\_  
719 \_\_\_\_\_  
720 Phone No.: \_\_\_\_\_  
721 Fax No.: \_\_\_\_\_  
722 Email Address: \_\_\_\_\_  
723 \_\_\_\_\_  
724 \_\_\_\_\_

Date: \_\_\_\_\_  
Seller's Name: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Seller's Signature  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone No.: \_\_\_\_\_  
Fax No.: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

725 **32. COUNTER; REJECTION.** This offer is  Countered  Rejected.  
726 **Initials only of party (Buyer or Seller) who countered or rejected offer** \_\_\_\_\_  
727 \_\_\_\_\_

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

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

732 (To be completed by Broker working with Buyer)

734 Broker  **Does**  **Does Not** acknowledge receipt of Earnest Money deposit specified in § 4 and, while not a party  
735 to the Contract, agrees to cooperate upon request with any mediation concluded under § 22. Broker agrees that if  
736 Earnest Money Holder is other than the Brokerage Firm identified in § 33 or § 34, Closing Instructions signed by  
737 Buyer, Seller, and Earnest Money Holder must be obtained on or before delivery of Earnest Money to Earnest Money  
738 Holder.

740 Broker is working with Buyer as a  **Buyer's Agent**  **Seller's Agent**  **Transaction-Broker** in this transaction.  
741  This is a **Change of Status**.

743 Brokerage Firm's compensation or commission is to be paid by  **Listing Brokerage Firm**  **Buyer**  
744  **Other** \_\_\_\_\_ .

745 Date: \_\_\_\_\_  
746 Brokerage Firm's Name: Prudential Colorado  
747 Broker's Name: Bob Costello  
748 \_\_\_\_\_  
749 \_\_\_\_\_  
750 \_\_\_\_\_ Broker's Signature  
751 Address: 360 S Monroe # 500  
752 Denver, CO  
753 Phone No.: (303) 791-7817  
754 Fax No.: (303) 997-1098  
755 Email Address: \_\_\_\_\_  
756 \_\_\_\_\_

757  
758 **34. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.**

759 (To be completed by Broker working with Seller)

760  
761 Broker  **Does**  **Does Not** acknowledge receipt of Earnest Money deposit specified in § 4 and, while not a party  
762 to the Contract, agrees to cooperate upon request with any mediation concluded under § 22. Broker agrees that if  
763 Earnest Money Holder is other than the Brokerage Firm identified in § 33 or § 34, Closing Instructions signed by  
764 Buyer, Seller, and Earnest Money Holder must be obtained on or before delivery of Earnest Money to Earnest Money  
765 Holder.

766  
767 Broker is working with the Seller as a  **Seller's Agent**  **Buyer's Agent**  **Transaction-Broker** in this  
768 transaction.  This is a **Change of Status**.

769  
770 Brokerage Firm's compensation or commission is to be paid by  **Seller**  **Buyer**  
771  **Other** \_\_\_\_\_.

772  
773 Date: \_\_\_\_\_  
774 Brokerage Firm's Name: \_\_\_\_\_  
775 Broker's Name: \_\_\_\_\_  
776 \_\_\_\_\_  
777 \_\_\_\_\_  
778 \_\_\_\_\_ Broker's Signature  
779 Address: \_\_\_\_\_  
780 \_\_\_\_\_  
781 Phone No.: \_\_\_\_\_  
782 Fax No.: \_\_\_\_\_  
783 Email Address: \_\_\_\_\_