

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

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

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

EXCLUSIVE RIGHT-TO-BUY LISTING CONTRACT

BUYER AGENCY **TRANSACTION-BROKERAGE**

Date: _____

1. AGREEMENT. Buyer and Brokerage Firm enter into this exclusive, irrevocable contract (Buyer Listing Contract) as of the date set forth above.

2. BROKER AND BROKERAGE FIRM.

2.1. Multiple-Person Firm. If this box is checked, the individual designated by Brokerage Firm to serve as the broker of Buyer and to perform the services for Buyer required by this Buyer Listing Contract is called Broker. If more than one individual is so designated, then references in this Buyer Listing Contract 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.

2.2. One-Person Firm. If this box is checked, Broker is a real estate brokerage firm with only one licensed natural person. References in this Buyer Listing Contract to Broker or Brokerage Firm mean both the licensed natural person and brokerage firm, who serve as the broker of Buyer and perform the services for Buyer required by this Buyer Listing Contract.

3. DEFINED TERMS.

3.1. Buyer: _____
and any other person or entity on whose behalf the named party acts, directly or indirectly, to Purchase the Property.

3.2. Brokerage Firm: _____

3.3. Broker: _____

3.4. Property. Property means real estate which substantially meets the following requirements or similar real estate acceptable to Buyer:

3.5. Purchase.

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

3.5.2. If this box is checked, Buyer authorizes Broker to negotiate a lease of the Property. Lease of the Property or Lease means any lease of an interest in the Property.

3.6. Term. The Term of this Buyer Listing Contract shall begin on _____, and shall continue through the earlier of (1) completion of the Purchase of the Property or (2) _____. Broker shall continue to assist in the completion of any transaction for which compensation is payable to Brokerage Firm under § 7 of this Buyer Listing Contract.

3.7. 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. The abbreviation "MEC" (mutual execution of this contract) means the latest date upon which both parties have signed this Buyer Listing Contract.

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

3.8.1. Day. As used in this Buyer Listing 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).

3.8.2. 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.

56 **4. BROKERAGE RELATIONSHIP.**

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

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

64 **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:

65 **4.3.1.1. Buyer Agency Only.** Unless the box in § 4.3.1.2 (**Buyer Agency Unless Brokerage Relationship with**
66 **Both**) is checked, Broker shall represent Buyer as Buyer's Agent and shall treat the seller as a customer. A customer is a party to a transaction
67 with whom Broker has no brokerage relationship. Broker shall disclose to such customer Broker's relationship with Buyer.

68 **4.3.1.2. Buyer Agency Unless Brokerage Relationship with Both.** If this box is checked, Broker shall represent
69 Buyer as Buyer's Agent and shall treat the seller as a customer, unless Broker currently has or enters into an agency or Transaction-Brokerage
70 relationship with the seller, in which case Broker shall act as a Transaction-Broker.

71 **4.3.2. Transaction-Broker.** If the Transaction-Brokerage box at the top of page 1 is checked, or in the event neither box is
72 checked, Broker shall work with Buyer as a Transaction-Broker. A Transaction-Broker shall perform the duties described in § 5 and facilitate
73 purchase transactions without being an advocate or agent for either party. If the seller and Buyer are working with the same broker, Broker shall
74 continue to function as a Transaction-Broker.
75

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

78 **5.1.** Broker shall 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 contract to
81 Purchase the 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 which
84 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 shall 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 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;

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

93 **5.2.5.** Any facts or suspicions regarding circumstances that could psychologically impact or stigmatize the Property.

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

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

100 **5.5.** Broker shall not be obligated to seek other properties while Buyer is already a party to a contract to purchase 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 independently
102 verify the accuracy or completeness of statements made by a seller or independent inspectors. Broker has no duty to conduct an independent
103 investigation of Buyer's financial condition or to verify the accuracy or completeness of any statement made by Buyer.

104 **5.7.** Broker shall disclose to any prospective seller all adverse material facts actually known by Broker, including but not limited to
105 adverse material facts concerning Buyer's financial ability to perform the terms of the transaction and whether Buyer intends to occupy the
106 Property as a principal residence.

107 **5.8.** Buyer understands that Buyer shall not be liable for Broker's acts or omissions that have not been approved, directed, or ratified by
108 Buyer.
109

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 Agent,
111 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.

114 **6.3.** Counseling Buyer as to any material benefits or risks of a transaction that are actually known by Broker.
115

116 **7. COMPENSATION TO BROKERAGE FIRM.** In consideration of the services to be performed by Broker, Brokerage firm shall be paid
117 as set forth in this section, with no discount or allowance for any efforts made by Buyer or any other person. Brokerage Firm shall be entitled to
118 receive additional compensation, bonuses, and incentives paid by listing brokerage firm or seller. Broker shall inform Buyer of the fee to be paid
119 to Brokerage Firm and, if there is a written agreement, Broker shall supply a copy to Buyer, upon written request of Buyer.
120

121 **Check Compensation Arrangement:**

122 **7.1. Listing Brokerage Firm or Seller May Pay. Buyer IS Obligated to Pay.** Broker is authorized and instructed to request payment
123 of the Brokerage Firm's fee from the listing brokerage firm or seller. Buyer shall be obligated to pay any portion of Brokerage Firm's fee as
124 described in § 7.2 which is not paid by the listing brokerage firm or seller.

125 **7.2. Buyer Will Pay.** Buyer shall be obligated to pay the Brokerage Firm's fee as described in § 7.2.1 (**Success Fee**) unless the box in
126 § 7.3 (**Listing Brokerage Firm or Seller May Pay. Buyer is NOT Obligated to Pay**) is checked.

127 **7.2.1. Success Fee.** Brokerage Firm shall be paid by Buyer as follows:

128 **7.2.1.1. Amount.** A fee equal to _____% of the purchase price, but not less than \$_____, except as provided in
129 § 7.2.1.2.

130 **7.2.1.2. Adjusted Amount.** See Section 18. Additional Provisions or Other _____.

131 **7.2.1.3. When Earned.** The Success Fee is earned by the Brokerage Firm upon the Purchase of the Property and is
132 payable upon closing of the transaction. If any transaction fails to close as a result of the seller's default, with no fault on the part of Buyer, the
133 Success Fee shall be waived. If any transaction fails to close as a result of Buyer's default, in whole or in part, the Success Fee shall not be
134 waived; such fee shall be payable upon Buyer's default, but in any event not later than the date that the closing of the transaction was to have
135 occurred.

136 **7.2.2. Hourly Fee.** Brokerage Firm shall be paid \$_____ per hour for time spent by Broker pursuant to this Buyer Listing
137 Contract, up to a maximum total fee of \$_____. This hourly fee shall be paid to Brokerage Firm upon receipt of an invoice from
138 Brokerage Firm.

139 **7.2.3. Retainer Fee.** Buyer shall pay Brokerage Firm a nonrefundable retainer fee of \$_____ due and payable upon
140 signing of this Buyer Listing Contract. This amount Shall Shall Not be credited against other fees payable to Brokerage Firm under this
141 section.

142 **7.2.4. Other Compensation.** _____.

143 **7.3. Listing Brokerage Firm or Seller May Pay. Buyer is NOT Obligated to Pay.** Broker is authorized to obtain payment of the
144 Brokerage Firm's fee from the listing brokerage firm or seller. Buyer shall **not** be obligated to pay Brokerage Firm's fee.
145 If no box is checked above, then § 7.2 (**Buyer Will Pay**) shall apply.

146 **7.4. Lease Fee.** If the box in § 3.5.2 is checked and if Brokerage Firm is unable to obtain payment of Brokerage Firm's entire fee from
147 listing brokerage firm or landlord, Buyer shall pay the Brokerage Firm a fee as follows, less any amounts paid by the listing brokerage firm or
148 landlord:

149 **7.4.1. Amount.** \$_____ **Per Square Foot** per _____, up to a maximum of _____; or _____% of the Net
150 **Gross** amount of rent payable under the lease up to a maximum of _____.

151 **7.4.2. Adjusted Amount.** See Section 18. Additional Provisions or Other _____.

152 **7.4.3. Other.** _____.

153 **7.4.4. When Earned.** This lease fee is earned upon the execution of the Lease. One-half of this lease fee shall be paid upon
154 mutual execution of the Lease and one-half upon possession of the premises by tenant or as follows: _____. If the Lease,
155 executed after the date of this Buyer Listing Contract, contains an option to extend or renew, Brokerage Firm Shall Shall Not be paid a
156 fee upon exercise of such extension or renewal option. If Brokerage Firm is to be paid a fee for such extension or renewal, the amount of such
157 fee and its payment shall be as follows: _____.

158 **7.5. Holdover Period.** Brokerage Firm's fee shall apply to Property contracted for [or leased if § 3.5.2 is checked] during the Term of
159 this Buyer Listing Contract or any extensions and shall also apply to Property contracted for or leased within ____ calendar days after this Buyer
160 Listing Contract expires or is terminated (Holdover Period) if the Property is one on which Broker negotiated and if Broker submitted its
161 address or other description in writing to Buyer during the Term. However, if a commission is earned by another real estate brokerage firm
162 acting pursuant to an exclusive agreement with Buyer entered into during the Holdover Period, Buyer Shall Shall Not owe the
163 compensation to Broker under §§ 7.2.1, 7.2.2, 7.2.4 and 7.4 as indicated.
164

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

170 **9. BUYER'S OBLIGATIONS TO BROKER.** Buyer agrees to conduct all negotiations for the Property only through Broker, and to refer
171 to Broker all communications received in any form from real estate brokers, prospective sellers, or any other source during the Term of this
172 Buyer Listing Contract. Buyer represents that Buyer Is Is Not currently a party to any agreement with any other broker to represent or
173 assist Buyer in the location or purchase of property.
174

175 **10. COST OF SERVICES OR PRODUCTS OBTAINED FROM OUTSIDE SOURCES.** Broker will not obtain or order products or
176 services from outside sources unless Buyer has agreed to pay for them promptly when due (examples: surveys, radon tests, soil tests, title
177 reports, engineering studies, property inspections). Neither Broker nor Brokerage Firm shall be obligated to advance funds for Buyer. Buyer
178 shall reimburse Brokerage Firm for payments made by Brokerage Firm for other products or services authorized by Buyer.
179

180 **11. BROKERAGE SERVICES: SHOWING PREMISES.**

181 **11.1 Brokerage Services.** The Broker shall provide brokerage services to Buyer. The following additional tasks shall be performed by
182 Broker:
183

184 **11.2 Showing Properties.** Buyer acknowledges that Broker has explained the possible methods used by listing brokers and sellers to show
185 properties, and the limitations (if any) on Buyer and Broker being able to access properties due to such methods. Broker's limitations on
186

187 accessing premises are as follows: _____. Broker, through Brokerage Firm, has access to the following multiple listing services and
188 property information services: _____.

189

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

192

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

195

196 **14. NONDISCRIMINATION.** The parties agree not to discriminate unlawfully against any prospective seller because of the race, creed,
197 color, sex, sexual orientation, marital status, familial status, physical or mental disability, handicap, religion, national origin or ancestry of such
198 person.

199

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

203

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

210

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

213

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

215

216

217

218 **19. ATTACHMENTS.** The following are a part of this Buyer Listing Contract:

219

220

221 **20. NOTICE, DELIVERY AND CHOICE OF LAW.**

222 **20.1. Physical Delivery.** All notices must be in writing, except as provided in § 20.2. Any document, including a signed document or
223 notice, delivered to the other party to this Buyer Listing Contract, is effective upon physical receipt. Delivery to Buyer shall be effective when
224 physically received by Buyer, any signator on behalf of Buyer, any named individual of Buyer or representative of Buyer.

225 **20.2. Electronic Delivery.** As an alternative to physical delivery, any document, including any signed document or written notice may
226 be delivered in electronic form only by the following indicated methods: **Facsimile** **Email** **Internet** **No Electronic Delivery.**
227 Documents with original signatures shall be provided upon request of any party.

228 **20.3. Choice of Law.** This Buyer Listing Contract and all disputes arising hereunder shall be governed by and construed in accordance
229 with the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in this state for property located in
230 Colorado.

231

232 **21. MODIFICATION OF THIS CONTRACT.** No subsequent modification of any of the terms of this Buyer Listing Contract shall be
233 valid, binding upon the parties, or enforceable unless in writing and signed by the parties.

234

235 **22. COUNTERPARTS.** If more than one person is named as a Buyer herein, this Buyer Listing Contract may be executed by each Buyer,
236 separately, and when so executed, such copies taken together with one executed by Broker on behalf of Brokerage Firm shall be deemed to be a
237 full and complete contract between the parties.

238

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

241

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

243

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

246

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

248

249

Date: _____ Date: _____
Buyer's Name: _____ Broker's Name: _____

Buyer's Signature

Address: _____

Phone No.: _____

Fax No.: _____

Email Address: _____

Broker's Signature

Address: _____

Phone No.: _____

Fax No.: _____

Email Address: _____

Brokerage Firm's Name: _____

Address: _____

Phone No.: _____

Fax No.: _____

Email Address: _____

250