

1 The printed portions of this form, except differentiated additions, have been approved by the Colorado  
2 Real Estate Commission. (LC10-5-04)  
3  
4

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

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

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

13  
14 **EXCLUSIVE RIGHT-TO-SELL LISTING CONTRACT**  
15 **(RESIDENTIAL)**  
16 **(SELLER AGENCY)**  
17  
18  
19  
20

21 Date:

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

25  
26 **2. AGENCY RELATIONSHIP.**

27  
28 **a. Multiple-Person Firm.** If this box is checked, the individual designated by Brokerage  
29 Firm to serve as the limited agent of Seller and to perform the services for Seller required by this  
30 contract is called Broker. If more than one individual is so designated, then references in this contract to  
31 Broker shall include all persons so designated, including substitute or additional brokers. The agency  
32 relationship exists only with Broker and does not extend to the employing broker, Brokerage Firm or to  
33 any other brokers employed or engaged by Brokerage Firm who are not so designated.  
34

35 **b. One-Person Firm.** If this box is checked, Broker is a real estate brokerage firm with  
36 only one licensed natural person. References in this contract to Broker or Brokerage Firm mean both the  
37 licensed natural person and brokerage firm who shall serve as the limited agent of Seller and perform the  
38 services for Seller required by this contract.  
39

40 **3. DEFINED TERMS.**

41 **a. Seller:**

42  
43 **b. Brokerage Firm:**

44  
45 **c. Broker:**  
46  
47

48 **d. Property.** The Property is the following legally described real estate:

49  
50  
51 in the County of \_\_\_\_\_, Colorado,  
52 commonly known as No. \_\_\_\_\_

53 Street Address City State Zip  
54 together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant  
55 thereto, all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded.  
56

57 **e. Sale.** A Sale is the voluntary transfer or exchange of any interest in the Property or the  
58 voluntary creation of the obligation to convey any interest in the Property, including a contract or lease.  
59 It also includes an agreement to transfer any ownership interest in an entity which owns the Property.  
60

61 **f. Listing Period.** The Listing Period of this contract shall begin on \_\_\_\_\_, and  
62 shall continue through the earlier of (1) completion of the Sale of the Property or (2)  
63 \_\_\_\_\_. Broker shall continue to assist in the completion of any transaction for  
64 which compensation is payable to Brokerage Firm under § 14 of this contract.  
65

66 **g. Applicability of Terms.** A check or similar mark in a box means that such provision is  
67 applicable. The abbreviation "N/A" means not applicable. The abbreviation "MEC" (mutual execution  
68 of this contract) means the latest date upon which both parties have signed this contract.  
69

70 **4. BROKERAGE SERVICES AND DUTIES.** Brokerage Firm, acting through Broker, shall  
71 provide brokerage services to Seller. Broker shall exercise reasonable skill and care for Seller.  
72

73 **a.** Broker, as Seller's agent, shall promote the interests of Seller with the utmost good faith,  
74 loyalty and fidelity, including, but not limited to:

- 75 (1) Seeking a price and terms that are acceptable to Seller; except that Broker shall  
76 not be obligated to seek additional offers to purchase the Property while the  
77 Property is subject to a contract for Sale;  
78 (2) Presenting all offers to and from Seller in a timely manner regardless of whether  
79 the Property is subject to a contract for Sale;  
80 (3) Disclosing to Seller adverse material facts actually known by Broker;  
81 (4) Counseling Seller as to any material benefits or risks of a transaction that are  
82 actually known by Broker;  
83 (5) Advising Seller to obtain expert advice as to material matters about which Broker  
84 knows but the specifics of which are beyond the expertise of Broker; and  
85 (6) Accounting in a timely manner for all money and property received.  
86

87 **b.** Broker shall not disclose the following information without the informed consent of  
88 Seller:

- 89 (1) That Seller is willing to accept less than the asking price for the Property;  
90 (2) What the motivating factors are for Seller to sell the Property;  
91 (3) That Seller will agree to financing terms other than those offered;  
92 (4) Any material information about Seller unless disclosure is required by law or  
93 failure to disclose such information would constitute fraud or dishonest dealing;  
94 or

95 (5) Any facts or suspicions regarding circumstances that could psychologically  
96 impact or stigmatize the Property.  
97

98 c. Seller consents to Broker's disclosure of Seller's confidential information to the  
99 supervising broker or designee for the purpose of proper supervision, provided such supervising broker  
100 or designee shall not further disclose such information without consent of Seller, or use such information  
101 to the detriment of Seller.  
102

103 d. Seller shall not be vicariously liable for the acts of Broker that are not approved, directed  
104 or ratified by Seller.  
105

106 e. Broker has no duty to conduct an independent inspection of the Property for the benefit  
107 of a buyer and has no duty to independently verify the accuracy or completeness of statements made by  
108 Seller or independent inspectors. Broker has no duty to conduct an independent investigation of a  
109 buyer's financial condition or to verify the accuracy or completeness of any statement made by a buyer.  
110

111 f. **In-Company Transaction – Different Brokers.** When Seller and buyer in a transaction  
112 are working with different brokers, those brokers continue to conduct themselves consistent with the  
113 brokerage relationships they have established. Seller acknowledges that Brokerage Firm is allowed to  
114 offer and pay compensation to brokers within Brokerage Firm working with a buyer.  
115

116 g. **In-Company Transaction – One Broker.** If Seller and buyer are both working with the  
117 same broker the following applies:  
118

119 **Check One Box Only**  
120

121 (1) **Seller's Agent.** If this box is checked, Broker shall represent Seller as Seller's Agent  
122 and shall treat the buyer as a customer. A customer is a party to a transaction with whom Broker has no  
123 brokerage relationship. Broker shall disclose to such customer Broker's relationship with Seller.  
124

125 (2) **Seller's Agent Unless Brokerage Relationship with Both.** If this box is checked,  
126 Broker shall represent Seller as Seller's Agent and shall treat the buyer as a customer, unless Broker  
127 currently has or enters into an agency or Transaction-Brokerage relationship with the buyer, in which  
128 case Broker shall act as a Transaction-Broker.  
129

130 (3) **Transaction-Broker.** If this box is checked, Broker shall (if also permitted by  
131 buyer) act as a Transaction-Broker. When acting as a Transaction-Broker, a broker assists the parties  
132 throughout a contemplated real estate transaction with communication, interposition, advisement,  
133 negotiation, contract terms and the closing of the transaction without being an agent or advocate for the  
134 interests of either party to the transaction. Broker, when acting as a Transaction-Broker, may disclose  
135 any information to one party that Broker gains from the other party if the information is relevant to the  
136 transaction or party, except Broker shall not disclose the following information without prior consent:

- 137 (a) That buyer is willing to pay more than the purchase price offered for the Property;  
138 (b) That Seller is willing to accept less than the asking price for the Property;  
139 (c) What the motivating factors are for any party buying or selling the Property;  
140 (d) That Seller or buyer will agree to financing terms other than those offered;

- 141 (e) Any material information about the other party unless:
- 142 (1) the disclosure is required by law,
- 143 (2) the disclosure pertains to adverse material facts about buyer's financial
- 144 ability to perform the terms of the transaction,
- 145 (3) the disclosure pertains to buyer's intent to occupy the Property as a
- 146 principal residence, or
- 147 (4) failure to disclose such information would constitute fraud or dishonest
- 148 dealing.
- 149

150 **5. SELLER'S OBLIGATIONS TO BROKER.** Seller agrees to conduct all negotiations for the

151 Sale of the Property only through Broker, and to refer to Broker all communications received in any

152 form from real estate brokers, prospective buyers, tenants or any other source during the Listing Period

153 of this contract. Seller represents that Seller **Is** **Is Not** currently a party to any listing

154 agreement with any other broker to sell the Property.

155

156 **6. PRICE AND TERMS.**

157

158 a. **Price.** U.S. \$

159

160 b. **Terms.** **Cash** **Conventional** **FHA** **VA**

161 **Other:**

162

163

164 c. **Loan Discount Points.**

165

166

167

168 d. **Buyer's Closing Costs (FHA/VA).** Seller shall pay closing costs and fees that Buyer is

169 not allowed to pay, in an amount not to exceed \$ for only the following items: third party

170 document preparation, tax service, tax certificate and

171

172

173 e. **Earnest Money.** Minimum amount of earnest money deposit U.S. \$ in

174 the form of

175

176 f. **Seller Proceeds.** Seller will receive net proceeds of closing as indicated:

177 **Cashier's Check** at Seller's expense; **Funds Electronically Transferred (Wire**

178 **Transfer)** to an account specified by Seller, at Seller's expense; or **Closing Company's**

179 **Trust Account Check.**

180

181 g. **Advisory-Tax Withholding.** The Internal Revenue Service and the Colorado

182 Department of Revenue may require closing company to withhold a substantial portion of the

183 proceeds of this Sale when Seller either (1) is a foreign person or (2) will not be a Colorado resident

184 after closing. Seller should inquire of Seller's tax advisor to determine if withholding applies or if an

185 exemption exists.

186

187 7. **DEPOSITS.** Brokerage Firm is authorized to accept earnest money deposits received by  
188 Broker pursuant to a proposed Sale contract. Brokerage Firm is authorized to deliver the earnest  
189 money deposit to the closing agent, if any, at or before the closing of the Sale contract.  
190

191 **8. INCLUSIONS AND EXCLUSIONS.**

192  
193 a. **Purchase Price.** The Purchase Price includes the following items (Inclusions):  
194

195 (1) **Fixtures.** If attached to the Property on the date of this contract, lighting, heating,  
196 plumbing, ventilating, and air conditioning fixtures, TV antennas, inside telephone wiring and  
197 connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, built-in kitchen appliances,  
198 sprinkler systems and controls, built-in vacuum systems (including accessories), garage door openers  
199 including remote controls; and  
200

201 (2) **Exclusions.** The following attached fixtures are excluded:  
202

203  
204 (3) **Personal Property.** If on the Property whether attached or not on the date of this  
205 contract: storm windows, storm doors, window and porch shades, awnings, blinds, screens, window  
206 coverings, curtain rods, drapery rods, fireplace inserts, fireplace screens, fireplace grates, heating stoves,  
207 storage sheds, and all keys. If checked, the following are included: **Water Softeners**  
208 **Smoke/Fire Detectors Security Systems Satellite Systems** (including satellite  
209 dishes); and  
210

211 (4) **Transfer of Personal Property.** The Personal Property to be conveyed at  
212 closing shall be conveyed, by Seller, free and clear of all taxes (except personal property taxes for the  
213 year of closing), liens and encumbrances, except  
214

215 Conveyance shall be by bill of sale or other applicable legal instrument.  
216

217 (5) **Parking and Storage Facilities. Use Only Ownership** of the following  
218 parking facilities: ; and the following storage facilities:  
219

220 (6) **Water Rights.** The following legally described water rights:  
221

222 Any water rights shall be conveyed by deed or other applicable  
223 legal instrument. The Well Permit # is  
224

225 **9. TITLE AND ENCUMBRANCES.** Seller represents to Broker that title to the Property is  
226 solely in Seller's name. Seller shall deliver to Broker true copies of all relevant title materials, leases,  
227 improvement location certificates and surveys in Seller's possession and shall disclose to Broker all  
228 easements, liens and other encumbrances, if any, on the Property, of which Seller has knowledge. Seller  
229 authorizes the holder of any obligation secured by an encumbrance on the Property to disclose to Broker  
230 the amount owing on said encumbrance and the terms thereof. In case of Sale, Seller agrees to convey,  
231 by a deed, only that title Seller has in the Property. Property shall be  
232 conveyed free and clear of all taxes, except the general taxes for the year of closing.  
233

234 All monetary encumbrances (such as mortgages, deeds of trust, liens, financing statements) shall  
235 be paid by Seller and released except as Seller and buyer may otherwise agree. Existing monetary  
236

234 encumbrances are as follows:

235  
236 The Property is subject to the following leases and tenancies:

237  
238 If the Property has been or will be subject to any governmental liens for special improvements  
239 installed at the time of signing a Sale contract, Seller shall be responsible for payment of same unless  
240 otherwise agreed. Brokerage Firm may terminate this Listing Contract upon written notice to Seller that  
241 title is not satisfactory to Brokerage Firm.

242  
243 **10. EVIDENCE OF TITLE.** Seller agrees to furnish buyer, at Seller's expense, a current  
244 commitment and an owner's title insurance policy in an amount equal to the Purchase Price in the form  
245 specified in the Sale contract, or if this box is checked, **An Abstract of Title** certified to a  
246 current date.

247  
248 **11. ASSOCIATION ASSESSMENTS.** Seller represents that the amount of the regular owners'  
249 association assessment is currently payable at \$ \_\_\_\_\_ per \_\_\_\_\_ and that there  
250 are no unpaid regular or special assessments against the Property except the current regular assessments  
251 and except  
252 Seller agrees to promptly request the owners' association to deliver to buyer before date of closing a  
253 current statement of assessments against the Property.

254  
255 **12. POSSESSION.** Possession of the Property shall be delivered to buyer as follows:  
256  
257 subject to leases and tenancies as described in § 9.

258  
259 **13. MATERIAL DEFECTS, DISCLOSURES AND INSPECTION.**

260  
261 **a. Broker's Obligations.** Colorado law requires a broker to disclose to any prospective  
262 buyer all adverse material facts actually known by such broker including but not limited to adverse  
263 material facts pertaining to the title to the Property and the physical condition of the Property, any  
264 material defects in the Property, and any environmental hazards affecting the Property which are  
265 required by law to be disclosed. These types of disclosures may include such matters as structural  
266 defects, soil conditions, violations of health, zoning or building laws, and nonconforming uses and  
267 zoning variances. Seller agrees that any buyer may have the Property and Inclusions inspected and  
268 authorizes Broker to disclose any facts actually known by Broker about the Property.

269  
270 **b. Seller's Obligations.**

271  
272 **(1) Seller's Property Disclosure Form.** A seller is not required by law to provide a  
273 Seller's Property Disclosure form. However, disclosure of known material latent (not obvious) defects is  
274 required by law. Seller **Agrees** **Does Not Agree** to provide a Seller's Property Disclosure  
275 form completed to the best of Seller's current, actual knowledge.

276  
277 **(2) Lead-Based Paint.** Unless exempt, if the improvements on the Property include  
278 one or more residential dwellings for which a building permit was issued prior to January 1, 1978, a  
279 completed Lead-Based Paint Disclosure (Sales) form must be signed by Seller, the real estate licensees  
280 and given to any potential buyer in a timely manner.

281

282 **14. COMPENSATION TO BROKERAGE FIRM.** Seller agrees that any Brokerage Firm  
283 compensation that is conditioned upon the Sale of the Property shall be earned by Brokerage Firm as set  
284 forth herein without any discount or allowance for any efforts made by Seller or by any other person in  
285 connection with the Sale of the Property.

286  
287 **a. Amount.** In consideration of the services to be performed by Broker, Seller agrees to  
288 pay Brokerage Firm as follows:

289  
290 (1) **Sale Commission.** (a) % of the gross sales price in U.S. dollars, or

291 (b)

292  
293 (2) **Lease Commission.** (a) % of the gross rent under the lease in U.S. dollars,

294 or (b)

295  
296 **b. When Earned.** Such commission shall be earned upon the happening of any of the  
297 following:

298  
299 (1) Any Sale of the Property within the Listing Period by Seller, by Broker or by any  
300 other person;

301  
302 (2) Broker finding a buyer who is ready, willing and able to complete the transaction  
303 as specified herein by Seller; or

304  
305 (3) Any Sale of the Property within calendar days subsequent to the  
306 expiration of the Listing Period (Holdover Period) to anyone with whom Broker negotiated and whose  
307 name was submitted, in writing, to Seller by Broker during the Listing Period (including any extensions  
308 thereof). However, Seller shall owe no commission to Brokerage Firm under this subsection (3) if a  
309 commission is earned by another licensed real estate brokerage firm acting pursuant to an exclusive  
310 agreement entered into during the Holdover Period.

311  
312 **c. When Applicable and Payable.** The commission obligation shall apply to a Sale made  
313 during the Listing Period or any extension of such original or extended term. The commission described  
314 in subsection 14a(1) shall be payable at the time of the closing of the Sale as contemplated by subsection  
315 14b(1) or 14b(3), or upon fulfillment of subsection 14b(2) where either the offer made by such buyer is  
316 defeated by Seller or by the refusal or neglect of Seller to consummate the Sale as agreed upon.

317  
318 **d. Lease and Lease Option Commissions.** If the transaction consists of a lease or a lease  
319 and right to purchase the Property, the commission relating to the lease shall be as provided in  
320 subsection 14a(2), payable as follows:

321  
322 **e. Other Compensation.**

323  
324 **15. LIMITATION ON THIRD-PARTY COMPENSATION.** Neither Broker nor the Brokerage  
325 Firm, except as set forth in § 14, shall accept compensation from any other person or entity in  
326 connection with the Property without the written consent of Seller. Additionally, neither Broker nor  
327 Brokerage Firm shall assess or receive mark-ups or other compensation for services performed by any  
328 third party or affiliated business entity unless Seller signs a separate written consent.

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**16. OTHER BROKERS' ASSISTANCE, MULTIPLE LISTING SERVICE AND MARKETING.** Seller has been advised by Broker of the advantages and disadvantages of various marketing methods, the use of multiple listing services and various methods of making the Property accessible by other brokerage firms (e.g., using lock boxes, by-appointment-only showings, etc.), and whether some methods may limit the ability of another broker to show the Property. After having been so advised, Seller has chosen the following (check all that apply):

- a. The Property:
  - Shall** **Shall Not** be submitted to one or more multiple listing services.
  - Shall** **Shall Not** be submitted to one or more property information exchanges.Seller authorizes the use of electronic and all other marketing methods except:

Seller further authorizes use of the data by multiple listing services and property information exchanges, if any.

Access to the Property by other brokerage firms may be by:

**Lock Box**

Other instructions:

- b. Broker shall seek assistance from, and Brokerage Firm offers compensation to, the following brokers outside of Brokerage Firm:

**Buyer Agents:** % of the gross sales price in U.S. dollars.  
**Transaction-Brokers:** % of the gross sales price in U.S. dollars.

**17. FORFEITURE OF PAYMENTS.** In the event of a forfeiture of payments made by a buyer, the sums received shall be divided between Brokerage Firm and Seller, one-half thereof to Brokerage Firm but not to exceed the Brokerage Firm compensation agreed upon herein, and the balance to Seller. Any forfeiture of payment under this section shall not reduce any Brokerage Firm compensation under § 14.

**18. COST OF SERVICES AND REIMBURSEMENT.** Unless otherwise agreed upon in writing, Brokerage Firm shall bear all expenses incurred by Brokerage Firm, if any, to market the Property and to compensate cooperating brokerage firms, if any. Neither Broker nor Brokerage Firm shall obtain or order any other products or services unless Seller agrees in writing to pay for them promptly when due (examples: surveys, radon tests, soil tests, title reports, engineering studies). Unless otherwise agreed, neither Broker nor Brokerage Firm shall be obligated to advance funds for the benefit of Seller in order to complete a closing. Seller shall reimburse Brokerage Firm for payments made by Brokerage Firm for such products or services authorized by Seller.

**19. MAINTENANCE OF THE PROPERTY.** Neither Broker nor Brokerage Firm shall be responsible for maintenance of the Property nor shall they be liable for damage of any kind occurring to the Property, unless such damage shall be caused by their negligence or intentional misconduct.

**20. OTHER SELLERS.** Seller acknowledges that, under Colorado law, Brokerage Firm may have agreements with other sellers to market and sell their properties.

- 376 **21. NONDISCRIMINATION.** The parties agree not to discriminate unlawfully against any  
377 prospective buyer because of the race, creed, color, sex, marital status, national origin, familial status,  
378 physical or mental handicap, religion or ancestry of such person.  
379
- 380 **22. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this document,  
381 Seller acknowledges that Broker has advised that this document has important legal consequences and  
382 has recommended consultation with legal and tax or other counsel before signing this contract.  
383
- 384 **23. MEDIATION.** If a dispute arises relating to this contract, prior to or after closing, and is not  
385 resolved, the parties shall first proceed in good faith to submit the matter to mediation. Mediation is a  
386 process in which the parties meet with an impartial person who helps to resolve the dispute informally  
387 and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree  
388 before any settlement is binding. The parties will jointly appoint an acceptable mediator and will share  
389 equally in the cost of such mediation. The mediation, unless otherwise agreed, shall terminate in the  
390 event the entire dispute is not resolved within 30 calendar days of the date written notice requesting  
391 mediation is sent by one party to the other at the party's last known address.  
392
- 393 **24. ATTORNEY FEES.** In the event of any arbitration or litigation relating to this contract,  
394 the arbitrator or court shall award to the prevailing party all reasonable costs and expenses,  
395 including attorney and legal fees.  
396
- 397 **25. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved  
398 by the Colorado Real Estate Commission.)  
399  
400  
401
- 402 **26. ATTACHMENTS.** The following are a part of this contract:  
403  
404  
405
- 406 **27. NOTICE, DELIVERY AND CHOICE OF LAW.**  
407
- 408 **a. Physical Delivery.** Except for the notice requesting mediation described in § 23 and  
409 except as provided in § 27b below, any notice to the other party to this contract must be in writing, and  
410 is effective upon receipt.  
411
- 412 **b. Electronic Delivery.** As an alternative to physical delivery, any signed document and  
413 written notice may be delivered in electronic form by the following indicated methods only:  
414 **Facsimile E-mail None.** Documents with original signatures shall be provided upon  
415 request of any party.  
416
- 417 **c. Choice of Law.** This contract and all disputes arising hereunder shall be governed by  
418 and construed in accordance with the laws of the State of Colorado that would be applicable to Colorado  
419 residents who sign a contract in this state for property located in Colorado.  
420
- 421 **28. MODIFICATION OF THIS LISTING CONTRACT.** No subsequent modification of any of  
422 the terms of this Listing Contract shall be valid, binding upon the parties, or enforceable unless made in  
423 writing and signed by the parties.

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**29. COUNTERPARTS.** If more than one person is named as a Seller herein, this Listing Contract may be executed by each Seller, 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 full and complete contract between the parties.

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

**31. COPY OF CONTRACT.** Seller acknowledges receipt of a copy of this contract signed by Broker, including all attachments.

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

Date:	_____	Date:	_____
Seller	_____	Seller	_____
Address:			
Phone No.:		Fax No.:	
Email Address:			
Date:		_____	
Broker's Name:		Broker	
Address:			
Phone No.:		Fax No.:	
Email Address:			
Brokerage Firm's Name:			
Address:			
Phone No.:		Fax No.:	
Email Address:			