

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

## LICENSEE BUY-OUT ADDENDUM TO CONTRACT TO BUY AND SELL REAL ESTATE

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

**1. Amendment to Contract to Buy and Sell Real Estate.** This Licensee Buy-Out Addendum ("Addendum") is made part of that Contract to Buy and Sell Real Estate ("Contract") for the purchase and sale of the Property known as  
No. \_\_\_\_\_

Street Address                      City                      State                      Zip

which is dated \_\_\_\_\_ between Seller and the licensee named below, as Buyer. This Addendum shall control in the event of any conflict with the Contract to which it is attached.

**2. Provisions to be Deleted.** The following provisions of the Contract are hereby deleted:

- a. Section 6.                      **Appraisal Provision.**
- b. Subsection 20b.              **Time of Essence, Default and Remedies.  
If Seller Is In Default.**
- c. Broker Acknowledgments. **Selling Broker Relationship.**

**3. Specific Performance.** The following provisions of the Contract are amended as follows: subsection 20a (2), entitled **Liquidated Damages**, is hereby deleted, and subsection 20a (1), entitled **Specific Performance** shall apply if the Buyer is in default.

**4. Notice.** The following provision of the Contract is amended as follows: subsection 26a, entitled **Physical Delivery**, is hereby deleted, and the following is substituted as 26a: Except for the notice requesting mediation described in § 21, and except as provided in § 26b below, all notices must be in writing. Any notice to Buyer shall be effective when received by Buyer, and any notice to Seller shall be effective when received by Seller.

**5. Termination.** The Contract may be terminated at any time by Seller upon written notice to Buyer. Any termination of this Contract shall not affect the listing contract for the Property ("Listing Contract").

Buyer shall submit all offers to Seller, pursuant to the Listing Contract, or received by Buyer prior to Closing hereunder. If Seller accepts any offer submitted by Listing Brokerage Firm or Buyer after the expiration of the Listing Contract, then, upon Closing of the resulting contract, this Contract shall automatically terminate and Seller shall pay a sale commission pursuant to the expired Listing Contract. Termination by Seller of the Listing Contract shall terminate Buyer's obligations under this Contract. In the event a deed is delivered to Buyer as provided in Section 12 of the Contract, the Listing Contract shall be terminated and no sale commission shall be owed.

**6. Reimbursement.** In the event the Contract is terminated by Seller, Seller agrees to immediately reimburse Buyer for all out-of-pocket expenditures incurred by Buyer in anticipation of closing under the Contract in an amount not to exceed \$\_\_\_\_\_.

**7. Licensee Representations.** Seller acknowledges that Buyer is licensed by the Colorado Real Estate Commission. Buyer represents that Buyer has sufficient resources to fulfill this agreement, subject to subsection 5b of the Contract. Buyer further acknowledges that any financial information furnished to Seller or any lender, pursuant to subsection 5a and 5c of the Contract, are true and correct as of the date the financial information is furnished to Seller and lender, and Buyer agrees to immediately advise Seller of any adverse material change in the contents of the financial information.

**8. Resale, Profit/Loss, Expenses.** Seller acknowledges that in entering into the Contract, the Buyer is exposed to possible losses and expenses. Seller acknowledges that following closing, the Property may be held by Buyer for a period of time and/or may be resold, and any profit or loss shall be solely that of Buyer. Seller further acknowledges that there is a chance for profit to Buyer and that certain expenses may accrue to Buyer. Such expenses include costs and expenses of Closing, holding, and reselling the Property. Buyer may incur additional expenses, or some anticipated expenses may vary, or may not be incurred. In any event, after closing, Buyer will absorb the loss or receive the profit from any sale and ownership of the Property.

**The following Section 9 will only apply if the box is checked:**

**9. Other Property.** The Contract is made to assist Seller to purchase and close on that property commonly known as No. \_\_\_\_\_ (“Other Property”). If such purchase and closing should not occur, Seller  **Shall**  **Shall Not** reimburse Buyer for all out-of-pocket expenditures in an amount not to exceed \$ \_\_\_\_\_ incurred by Buyer in anticipation of Closing under the Contract. In such event, Seller shall return to Buyer all things of value received by Seller hereunder. Thereupon Seller and Buyer shall be relieved of all further obligation under the Contract. In the event closing on Other Property is delayed, the date of Closing on this Property shall be extended a like number of days, not to exceed \_\_\_\_ calendar days from the date set forth in subsection 2c, Item 21 of the Contract.

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

\_\_\_\_\_  
Buyer Buyer

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

\_\_\_\_\_  
Seller Seller

**NOTICE TO SELLER: THIS CONTRACT IS BINDING ONLY UPON THE BUYER (LICENSEE) WHO PERSONALLY SIGNS ABOVE, UNLESS THE LISTING BROKERAGE FIRM'S SUPERVISING BROKER SIGNS HERE:** \_\_\_\_\_