

1 The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.  
2 (LC50-8-10) (Mandatory 1-11)

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

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

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

10  
11 **EXCLUSIVE RIGHT-TO-SELL LISTING CONTRACT**

12  **SELLER AGENCY**     **TRANSACTION-BROKERAGE**

13  
14 Date: \_\_\_\_\_

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

17 **2. BROKER AND BROKERAGE FIRM.**

18  **2.1. Multiple-Person Firm.** If this box is checked, the individual designated by Brokerage Firm to serve as the broker of  
19 Seller and to perform the services for Seller required by this Seller Listing Contract is called Broker. If more than one individual is  
20 so designated, then references in this Seller Listing Contract to Broker shall include all persons so designated, including substitute  
21 or additional brokers. The brokerage relationship exists only with Broker and does not extend to the employing broker, Brokerage  
22 Firm or to any other brokers employed or engaged by Brokerage Firm who are not so designated.

23  **2.2. One-Person Firm.** If this box is checked, Broker is a real estate brokerage firm with only one licensed natural person.  
24 References in this Seller Listing Contract to Broker or Brokerage Firm mean both the licensed natural person and brokerage firm  
25 who shall serve as the broker of Seller and perform the services for Seller required by this Seller Listing Contract.

26 **3. DEFINED TERMS.**

27 **3.1. Seller:** \_\_\_\_\_

28 **3.2. Brokerage Firm:** \_\_\_\_\_

29 **3.3. Broker:** \_\_\_\_\_

30 **3.4. Property.** The Property is the following legally described real estate in the County of \_\_\_\_\_, Colorado:

31  
32  
33  
34 known as No. \_\_\_\_\_,  
35 Street Address City State Zip

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

38 **3.5. Sale.**

39 **3.5.1.** A Sale is the voluntary transfer or exchange of any interest in the Property or the voluntary creation of the  
40 obligation to convey any interest in the Property, including a contract or lease. It also includes an agreement to transfer any  
41 ownership interest in an entity which owns the Property.

42  **3.5.2.** If this box is checked, Seller authorizes Broker to negotiate leasing the Property. Lease of the Property or  
43 Lease means any lease of an interest in the Property.

44 **3.6. Listing Period.** The Listing Period of this Seller Listing Contract shall begin on \_\_\_\_\_, and  
45 shall continue through the earlier of (1) completion of the Sale of the Property or (2) \_\_\_\_\_.  
46 Broker shall continue to assist in the completion of any sale or lease for which compensation is payable to Brokerage Firm under  
47 § 7 of this Seller Listing Contract.

48 **3.7. Applicability of Terms.** A check or similar mark in a box means that such provision is applicable. The abbreviation  
49 "N/A" or the word "Deleted" means not applicable. The abbreviation "MEC" (mutual execution of this contract) means the date upon  
50 which both parties have signed this Seller Listing Contract.

51 **3.8. Day; Computation of Period of Days, Deadline.**

52 **3.8.1. Day.** As used in this Seller Listing Contract, the term “day” shall mean the entire day ending at 11:59 p.m.,  
53 United States Mountain Time (Standard or Daylight Savings as applicable).

54 **3.8.2. Computation of Period of Days, Deadline.** In computing a period of days, when the ending date is not  
55 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,  
56 Sunday or federal or Colorado state holiday (Holiday), such deadline  **Shall**  **Shall Not** be extended to the next day that is  
57 not a Saturday, Sunday or Holiday. Should neither box be checked, the deadline shall not be extended.

58 **4. BROKERAGE RELATIONSHIP.**

59 **4.1.** If the Seller Agency box at the top of page 1 is checked, Broker shall represent Seller as a Seller’s limited agent  
60 (Seller’s Agent). If the Transaction-Brokerage box at the top of page 1 is checked, Broker shall act as a Transaction-Broker.

61 **4.2. In-Company Transaction – Different Brokers.** When Seller and buyer in a transaction are working with different  
62 brokers, those brokers continue to conduct themselves consistent with the brokerage relationships they have established. Seller  
63 acknowledges that Brokerage Firm is allowed to offer and pay compensation to brokers within Brokerage Firm working with a  
64 buyer.

65 **4.3. In-Company Transaction – One Broker.** If Seller and buyer are both working with the same broker, Broker shall  
66 function as:

67 **4.3.1. Seller’s Agent.** If the Seller Agency box at the top of page 1 is checked, the parties agree the following applies:

68 **4.3.1.1. Seller Agency Only.** Unless the box in § 4.3.1.2 (**Seller Agency Unless Brokerage Relationship**  
69 **with Both**) is checked, Broker shall represent Seller as Seller’s Agent and shall treat the buyer as a customer. A customer is a  
70 party to a transaction with whom Broker has no brokerage relationship. Broker shall disclose to such customer Broker’s  
71 relationship with Seller.

72  **4.3.1.2. Seller Agency Unless Brokerage Relationship with Both.** If this box is checked, Broker shall  
73 represent Seller as Seller’s Agent and shall treat the buyer as a customer, unless Broker currently has or enters into an agency or  
74 Transaction-Brokerage relationship with the buyer, in which case Broker shall act as a Transaction-Broker.

75 **4.3.2. Transaction-Broker.** If the Transaction-Brokerage box at the top of page 1 is checked, or in the event neither  
76 box is checked, Broker shall work with Seller as a Transaction-Broker. A Transaction-Broker shall perform the duties described in  
77 § 5 and facilitate sales transactions without being an advocate or agent for either party. If Seller and buyer are working with the  
78 same broker, Broker shall continue to function as a Transaction-Broker.

79 **5. BROKERAGE DUTIES.** Brokerage Firm, acting through Broker, as either a Transaction-Broker or a Seller’s Agent, shall  
80 perform the following **Uniform Duties** when working with Seller:

81 **5.1.** Broker shall exercise reasonable skill and care for Seller, including, but not limited to the following:

82 **5.1.1.** Performing the terms of any written or oral agreement with Seller;

83 **5.1.2.** Presenting all offers to and from Seller in a timely manner regardless of whether the Property is subject to a  
84 contract for Sale;

85 **5.1.3.** Disclosing to Seller adverse material facts actually known by Broker;

86 **5.1.4.** Advising Seller regarding the transaction and advising Seller to obtain expert advice as to material matters  
87 about which Broker knows but the specifics of which are beyond the expertise of Broker;

88 **5.1.5.** Accounting in a timely manner for all money and property received; and

89 **5.1.6.** Keeping Seller fully informed regarding the transaction.

90 **5.2.** Broker shall not disclose the following information without the informed consent of Seller:

91 **5.2.1.** That Seller is willing to accept less than the asking price for the Property;

92 **5.2.2.** What the motivating factors are for Seller to sell the Property;

93 **5.2.3.** That Seller will agree to financing terms other than those offered;

94 **5.2.4.** Any material information about Seller unless disclosure is required by law or failure to disclose such  
95 information would constitute fraud or dishonest dealing; or

96 **5.2.5.** Any facts or suspicions regarding circumstances that could psychologically impact or stigmatize the Property.

97 **5.3.** Seller consents to Broker’s disclosure of Seller’s confidential information to the supervising broker or designee for the  
98 purpose of proper supervision, provided such supervising broker or designee shall not further disclose such information without  
99 consent of Seller, or use such information to the detriment of Seller.

100 **5.4.** Brokerage Firm may have agreements with other sellers to market and sell their property. Broker may show alternative  
101 properties not owned by Seller to other prospective buyers and list competing properties for sale.

102 **5.5.** Broker shall not be obligated to seek additional offers to purchase the Property while the Property is subject to a  
103 contract for Sale.

104 **5.6.** Broker has no duty to conduct an independent inspection of the Property for the benefit of a buyer and has no duty to  
105 independently verify the accuracy or completeness of statements made by Seller or independent inspectors. Broker has no duty to  
106 conduct an independent investigation of a buyer’s financial condition or to verify the accuracy or completeness of any statement  
107 made by a buyer.

108 5.7. Seller understands that Seller shall not be liable for Broker's acts or omissions that have not been approved, directed, or  
109 ratified by Seller.

110 5.8. When asked, Broker  Shall  Shall Not disclose to prospective buyers and cooperating brokers the existence of  
111 offers on the Property and whether the offers were obtained by Broker, a broker within Brokerage Firm or by another broker.

112 6. **ADDITIONAL DUTIES OF SELLER'S AGENT.** If the Seller Agency box at the top of page 1 is checked, Broker is  
113 Seller's Agent, with the following additional duties:

114 6.1. Promoting the interests of Seller with the utmost good faith, loyalty and fidelity;

115 6.2. Seeking a price and terms that are set forth in this Seller Listing Contract; and

116 6.3. Counseling Seller as to any material benefits or risks of a transaction that are actually known by Broker.

117 7. **COMPENSATION TO BROKERAGE FIRM; COMPENSATION TO COOPERATIVE BROKER.** Seller agrees that  
118 any Brokerage Firm compensation that is conditioned upon the Sale of the Property shall be earned by Brokerage Firm as set forth  
119 herein without any discount or allowance for any efforts made by Seller or by any other person in connection with the Sale of the  
120 Property.

121 7.1. **Amount.** In consideration of the services to be performed by Broker, Seller agrees to pay Brokerage Firm as follows:

122 7.1.1. **Sale Commission.** (1) \_\_\_\_\_% of the gross purchase price or (2) \_\_\_\_\_,  
123 in U.S. dollars.

124 7.1.2. **Lease Commission.** If the box in § 3.5.2 is checked, Brokerage Firm shall be paid a fee equal to (1) \_\_\_\_\_%  
125 of the gross rent under the lease, or (2) \_\_\_\_\_, in U.S. dollars, payable  
126 as follows: \_\_\_\_\_.

127 7.2. **When Earned.** Such commission shall be earned upon the occurrence of any of the following:

128 7.2.1. Any Sale of the Property within the Listing Period by Seller, by Broker or by any other person;

129 7.2.2. Broker finding a buyer who is ready, willing and able to complete the sale or lease as specified in this Seller  
130 Listing Contract; or

131 7.2.3. Any Sale (or Lease if § 3.5.2 is checked) of the Property within \_\_\_\_\_ calendar days subsequent to the  
132 expiration of the Listing Period (Holdover Period) (1) to anyone with whom Broker negotiated and (2) whose name was submitted,  
133 in writing, to Seller by Broker during the Listing Period, including any extensions thereof, (Submitted Prospect). Provided,  
134 however, Seller  Shall  Shall Not owe the commission to Brokerage Firm under this § 7.2.3 if a commission is earned by  
135 another licensed real estate brokerage firm acting pursuant to an exclusive agreement entered into during the Holdover Period and  
136 a Sale or Lease to a Submitted Prospect is consummated. If no box is checked above in this § 7.2.3, then Seller shall not owe the  
137 commission to Brokerage Firm.

138 7.3. **When Applicable and Payable.** The commission obligation shall apply to a Sale made during the Listing Period or  
139 any extension of such original or extended term. The commission described in § 7.1.1 shall be payable at the time of the closing of  
140 the Sale, or, if there is no closing (due to the refusal or neglect of Seller) then on the contracted date of closing, as contemplated by  
141 § 7.2.1 or § 7.2.3, or upon fulfillment of § 7.2.2 where the offer made by such buyer is not accepted by Seller.

142 7.4. **Other Compensation.** \_\_\_\_\_

143 7.5. **Cooperative Broker Compensation.** Broker shall seek assistance from, and Brokerage Firm offers compensation to,  
144 outside brokerage firms, whose brokers are acting as:

145  **Buyer Agents:** \_\_\_\_\_% of the gross sales price or \_\_\_\_\_, in U.S. dollars.

146  **Transaction-Brokers:** \_\_\_\_\_% of the gross sales price or \_\_\_\_\_, in U.S. dollars.

147 8. **LIMITATION ON THIRD-PARTY COMPENSATION.** Neither Broker nor the Brokerage Firm, except as set forth in  
148 § 7, shall accept compensation from any other person or entity in connection with the Property without the written consent of  
149 Seller. Additionally, neither Broker nor Brokerage Firm shall assess or receive mark-ups or other compensation for services  
150 performed by any third party or affiliated business entity unless Seller signs a separate written consent.

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

156 9.1. **MLS/Information Exchange.**

157 9.1.1. The Property  Shall  Shall Not be submitted to one or more MLS and  Shall  Shall Not be  
158 submitted to one or more property information exchanges. If submitted, Seller authorizes Broker to provide timely notice of any  
159 status change to such MLS and information exchanges. Upon transfer of deed from Seller to buyer, Seller authorizes Broker to  
160 provide sales information to such MLS and information exchanges.

161 9.1.2. Seller authorizes the use of electronic and all other marketing methods except: \_\_\_\_\_.

162 9.1.3. Seller further authorizes use of the data by MLS and property information exchanges, if any.

163 9.1.4. The Property Address  Shall  Shall Not be displayed on the Internet.

164 9.1.5. The Property Listing  Shall  Shall Not be displayed on the Internet.

165 9.2. **Property Access.** Access to the Property may be by:

166  Lock Box

167  \_\_\_\_\_

168 Other instructions: \_\_\_\_\_

169 9.3. **Broker Marketing.** The following specific marketing tasks shall be performed by Broker:

170  
171  
172 9.4. **Brokerage Services.** The Broker shall provide brokerage services to Seller.

173 **10. SELLER'S OBLIGATIONS TO BROKER; DISCLOSURES AND CONSENT.**

174 **10.1. Negotiations and Communication.** Seller agrees to conduct all negotiations for the Sale of the Property only through  
175 Broker, and to refer to Broker all communications received in any form from real estate brokers, prospective buyers, tenants or any  
176 other source during the Listing Period of this Seller Listing Contract.

177 **10.2. Advertising.** Seller agrees that any advertising of the Property by Seller (e.g., Internet, print and signage) shall first be  
178 approved by Broker.

179 **10.3. No Existing Listing Agreement.** Seller represents that Seller  Is  Is Not currently a party to any listing  
180 agreement with any other broker to sell the Property.

181 **10.4. Ownership of Materials and Consent.** Seller represents that all materials (including all photographs, renderings,  
182 images or other creative items) supplied to Broker by or on behalf of Seller are owned by Seller, except as Seller has disclosed in  
183 writing to Broker. Seller is authorized to and grants to Broker, Brokerage Firm and any MLS (that Broker submits the Property to)  
184 a nonexclusive irrevocable, royalty-free license to use such material for marketing of the Property, reporting as required and the  
185 publishing, display and reproduction of such material, compilation and data. This license shall survive the termination of this  
186 Seller Listing Contract.

187 **10.5. Colorado Foreclosure Protection Act.** The Colorado Foreclosure Protection Act (Act) generally applies if (1) the  
188 Property is residential (2) Seller resides in the Property as Seller's principal residence (3) Buyer's purpose in purchase of the  
189 Property is not to use the Property as Buyer's personal residence and (4) the Property is in foreclosure or Buyer has notice that any  
190 loan secured by the Property is at least thirty days delinquent or in default. If all requirements 1, 2, 3 and 4 are met and the Act  
191 otherwise applies, then a contract, between Buyer and Seller for the sale of the Property, that complies with the provisions of the  
192 Act is required. If the transaction is a Short Sale transaction and a Short Sale Addendum is part of the Contract between Seller and  
193 Buyer, the Act does not apply. It is recommended that Seller consult with an attorney.

194 **11. PRICE AND TERMS.** The following Price and Terms are acceptable to Seller:

195 **11.1. Price.** U.S. \$ \_\_\_\_\_

196 **11.2. Terms.**  Cash  Conventional  FHA  VA  Other: \_\_\_\_\_

197 **11.3. Loan Discount Points.** \_\_\_\_\_

198 **11.4. Buyer's Closing Costs (FHA/VA).** Seller shall pay closing costs and fees, not to exceed \$ \_\_\_\_\_, that Buyer  
199 is not allowed by law to pay, for tax service and \_\_\_\_\_.

200 **11.5. Earnest Money.** Minimum amount of earnest money deposit U.S. \$ \_\_\_\_\_ in the form of \_\_\_\_\_.

201 **11.6. Seller Proceeds.** Seller will receive net proceeds of closing as indicated:  Cashier's Check at Seller's expense;  
202  Funds Electronically Transferred (Wire Transfer) to an account specified by Seller, at Seller's expense; or  Closing  
203 Company's Trust Account Check.

204 **11.7. Advisory: Tax Withholding.** The Internal Revenue Service and the Colorado Department of Revenue may require  
205 closing company to withhold a substantial portion of the proceeds of this Sale when Seller either (1) is a foreign person or (2) will  
206 not be a Colorado resident after closing. Seller should inquire of Seller's tax advisor to determine if withholding applies or if an  
207 exemption exists.

208 **12. DEPOSITS.** Brokerage Firm is authorized to accept earnest money deposits received by Broker pursuant to a proposed Sale  
209 contract. Brokerage Firm is authorized to deliver the earnest money deposit to the closing agent, if any, at or before the closing of  
210 the Sale contract.

211 **13. INCLUSIONS AND EXCLUSIONS.**

212 **13.1. Inclusions.** The Purchase Price includes the following items (Inclusions):

213 **13.1.1. Fixtures.** If attached to the Property on the date of this Seller Listing Contract, lighting, heating, plumbing,  
214 ventilating, and air conditioning fixtures, TV antennas, inside telephone, network and coaxial (cable) wiring and connecting  
215 blocks/jacks, plants, mirrors, floor coverings, intercom systems, built-in kitchen appliances, sprinkler systems and controls, built-in  
216 vacuum systems (including accessories), garage door openers including \_\_\_\_\_ remote controls; and  
217

218 **13.1.2. Personal Property.** If on the Property whether attached or not on the date of this Seller Listing Contract:  
219 storm windows, storm doors, window and porch shades, awnings, blinds, screens, window coverings, curtain rods, drapery rods,  
220 fireplace inserts, fireplace screens, fireplace grates, heating stoves, storage sheds, and all keys. If checked, the following are  
221 included:  **Water Softeners**  **Smoke/Fire Detectors**  **Security Systems**  **Satellite Systems** (including satellite  
222 dishes); and  
223  
224

225 The Personal Property to be conveyed at closing shall be conveyed by Seller free and clear of all taxes (except personal  
226 property taxes for the year of closing), liens and encumbrances, except \_\_\_\_\_.  
227 Conveyance shall be by bill of sale or other applicable legal instrument.

228 **13.1.3. Trade Fixtures.** The following trade fixtures: \_\_\_\_\_

229 The Trade Fixtures to be conveyed at closing shall be conveyed by Seller, free and clear of all taxes (except personal property  
230 taxes for the year of closing), liens and encumbrances, except \_\_\_\_\_.  
231 Conveyance shall be by bill of sale or other applicable legal instrument.

232 **13.1.4. Parking and Storage Facilities.**  **Use Only**  **Ownership** of the following parking facilities: \_\_\_\_\_  
233 \_\_\_\_\_; and  **Use Only**  **Ownership** of the following storage facilities: \_\_\_\_\_.

234 **13.1.5. Water Rights.** The following legally described water rights:  
235  
236

237 Any water rights shall be conveyed by \_\_\_\_\_ deed or other applicable legal instrument. The Well  
238 Permit # is \_\_\_\_\_.

239 **13.1.6. Growing Crops.** The following growing crops:  
240  
241

242 **13.2. Exclusions.** The following are excluded (Exclusions): \_\_\_\_\_

243 **14. TITLE AND ENCUMBRANCES.** Seller represents to Broker that title to the Property is solely in Seller's name. Seller shall  
244 deliver to Broker true copies of all relevant title materials, leases, improvement location certificates and surveys in Seller's  
245 possession and shall disclose to Broker all easements, liens and other encumbrances, if any, on the Property, of which Seller has  
246 knowledge. Seller authorizes the holder of any obligation secured by an encumbrance on the Property to disclose to Broker the  
247 amount owing on said encumbrance and the terms thereof. In case of Sale, Seller agrees to convey, by a \_\_\_\_\_  
248 deed, only that title Seller has in the Property. Property shall be conveyed free and clear of all taxes, except the general taxes for  
249 the year of closing.

250 All monetary encumbrances (such as mortgages, deeds of trust, liens, financing statements) shall be paid by Seller and released  
251 except as Seller and buyer may otherwise agree. Existing monetary encumbrances are as follows: \_\_\_\_\_.

252 The Property is subject to the following leases and tenancies: \_\_\_\_\_.

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

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

259 **16. ASSOCIATION ASSESSMENTS.** Seller represents that the amount of the regular owners' association assessment is  
260 currently payable at \$\_\_\_\_\_ per \_\_\_\_\_ and that there are no unpaid regular or special assessments against  
261 the Property except the current regular assessments and except \_\_\_\_\_. Seller agrees to promptly  
262 request the owners' association to deliver to buyer before date of closing a current statement of assessments against the Property.

263 **17. POSSESSION.** Possession of the Property shall be delivered to buyer as follows: \_\_\_\_\_,  
264 subject to leases and tenancies as described in § 14.

265 **18. MATERIAL DEFECTS, DISCLOSURES AND INSPECTION.**

266 **18.1. Broker's Obligations.** Colorado law requires a broker to disclose to any prospective buyer all adverse material facts  
267 actually known by such broker including but not limited to adverse material facts pertaining to the title to the Property and the  
268 physical condition of the Property, any material defects in the Property, and any environmental hazards affecting the Property which  
269 are required by law to be disclosed. These types of disclosures may include such matters as structural defects, soil conditions,  
270 violations of health, zoning or building laws, and nonconforming uses and zoning variances. Seller agrees that any buyer may have  
271 the Property and Inclusions inspected and authorizes Broker to disclose any facts actually known by Broker about the Property.

272 **18.2. Seller's Obligations.**  
273 **18.2.1. Seller's Property Disclosure Form.** A seller is not required by law to provide a written disclosure of adverse  
274 matters regarding the Property. However, disclosure of known material latent (not obvious) defects is required by law. Seller  
275  Agrees  Does Not Agree to provide a Seller's Property Disclosure form completed to Seller's current, actual knowledge.  
276 **18.2.2. Lead-Based Paint.** Unless exempt, if the improvements on the Property include one or more residential  
277 dwellings for which a building permit was issued prior to January 1, 1978, a completed Lead-Based Paint Disclosure (Sales) form  
278 must be signed by Seller and the real estate licensees, and given to any potential buyer in a timely manner.  
279 **18.2.3. Carbon Monoxide Alarms.** Note: If the improvements on the Property have a fuel-fired heater or appliance, a  
280 fireplace, or an attached garage and one or more rooms lawfully used for sleeping purposes (Bedroom), Seller understands that  
281 Colorado law requires that Seller assure the Property has an operational carbon monoxide alarm installed within fifteen feet of the  
282 entrance to each Bedroom or in a location as required by the applicable building code, prior to offering the Property for sale or lease.  
283 **18.3. Right of Broker to Terminate.** Although Broker has no obligation to investigate or inspect the Property, and no duty  
284 to verify statements made, Broker shall have the right to terminate this Seller Listing Contract if the physical condition of the  
285 Property, Inclusions, any proposed or existing transportation project, road, street or highway, or any other activity, odor or noise  
286 (whether on or off the Property) and its effect or expected effect on the Property or its occupants, or if any facts or suspicions  
287 regarding circumstances that could psychologically impact or stigmatize the Property are unsatisfactory to Broker.

288 **19. FORFEITURE OF PAYMENTS.** In the event of a forfeiture of payments made by a buyer, the sums received shall be  
289 divided between Brokerage Firm and Seller, one-half thereof to Brokerage Firm but not to exceed the Brokerage Firm  
290 compensation agreed upon herein, and the balance to Seller. Any forfeiture of payment under this section shall not reduce any  
291 Brokerage Firm compensation owed, earned and payable under § 7.

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

298 **21. DISCLOSURE OF SETTLEMENT COSTS.** Seller acknowledges that costs, quality, and extent of service vary between  
299 different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

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

303 **23. NONDISCRIMINATION.** The parties agree not to discriminate unlawfully against any prospective buyer because of the  
304 race, creed, color, sex, sexual orientation, marital status, familial status, physical or mental disability, handicap, religion, national  
305 origin or ancestry of such person.

306 **24. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this document, Seller acknowledges that Broker  
307 has advised that this document has important legal consequences and has recommended consultation with legal and tax or other  
308 counsel before signing this Seller Listing Contract.

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

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

318 **27. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate Commission.)  
319  
320  
321

322 **28. ATTACHMENTS.** The following are a part of this Seller Listing Contract:  
323  
324

325 **29. NO OTHER PARTY OR INTENDED BENEFICIARIES.** Nothing in this Seller Listing Contract shall be deemed to inure  
326 to the benefit of any person other than Seller, Broker and Brokerage Firm.

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

328 **30.1. Physical Delivery.** All notices must be in writing, except as provided in § 30.2. Any document, including a signed  
329 document or notice, delivered to the other party to this Seller Listing Contract, is effective upon physical receipt. Delivery to Seller  
330 shall be effective when physically received by Seller, any signator on behalf of Seller, any named individual of Seller or  
331 representative of Seller.

332 **30.2. Electronic Delivery.** As an alternative to physical delivery, any document, including any signed document or written  
333 notice may be delivered in electronic form only by the following indicated methods:  **Facsimile**  **Email**  **Internet**  **No**  
334 **Electronic Delivery.** Documents with original signatures shall be provided upon request of any party.

335 **30.3. Choice of Law.** This Seller Listing Contract and all disputes arising hereunder shall be governed by and construed in  
336 accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in this state  
337 for property located in Colorado.

338 **31. MODIFICATION OF THIS SELLER LISTING CONTRACT.** No subsequent modification of any of the terms of this  
339 Seller Listing Contract shall be valid, binding upon the parties, or enforceable unless made in writing and signed by the parties.

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

343 **33. ENTIRE AGREEMENT.** This agreement constitutes the entire contract between the parties, and any prior agreements,  
344 whether oral or written, have been merged and integrated into this Seller Listing Contract.

345 **34. COPY OF CONTRACT.** Seller acknowledges receipt of a copy of this Seller Listing Contract signed by Broker, including  
346 all attachments.

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

Seller's Name: \_\_\_\_\_ Broker's Name: \_\_\_\_\_

\_\_\_\_\_  
Seller's Signature Date Broker's Signature Date

Address: \_\_\_\_\_ Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Phone No.: \_\_\_\_\_

Fax No: \_\_\_\_\_ Fax No: \_\_\_\_\_

Electronic Address: \_\_\_\_\_ Electronic Address: \_\_\_\_\_

Brokerage

Firm's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Electronic Address: \_\_\_\_\_

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