

The printed portions of this form have been approved by the Colorado Real Estate Commission. (LC20-1-03)

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 real estate 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-SELL LISTING CONTRACT
(RESIDENTIAL)
(TRANSACTION-BROKER)

Date: _____

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

2. BROKERAGE RELATIONSHIP.

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

b. One-Person Firm. If this box is checked, Broker is a real estate brokerage firm that consists of one licensed natural person. In such case, references in this contract to Broker mean both the licensed natural person and Brokerage Firm who shall act as Seller's broker. This contract applies to both.

3. DEFINED TERMS.

a. Seller:

b. Brokerage Firm: Coldwell Banker Colorado Rockies R.E.

c. Broker: Nancy K. Gregory

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

45
46 in the County of Summit , Colorado,
47 commonly known as No.
48

49 Street Address City State Zip
50 together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto, all interest of
51 Seller in vacated streets and alleys adjacent thereto, except as herein excluded.
52

53 **e. Sale.** A Sale is the voluntary transfer or exchange of any interest in the Property or the voluntary creation of the
54 obligation to convey any interest in the Property, including a contract or lease. It also includes an agreement to transfer any
55 ownership interest in an entity which owns the Property.
56

57 **f. Listing Period.** The Listing Period of this contract shall begin on _____ , and shall continue
58 through the earlier of (i) completion of the Sales of the Property or (ii) _____. Broker shall continue
59 to assist in the completion of any transaction for which compensation is payable to Brokerage Firm under §14 of this contract
60

61 **g. Applicability of Terms.** A check or similar mark in a box means that such provision is applicable. The abbreviation
62 "N/A" means not applicable.
63

64 **4. BROKERAGE SERVICES AND DUTIES.** Brokerage Firm, acting through Broker, shall provide brokerage services to
65 Seller.
66

67 **a.** Broker shall exercise reasonable skill and care for Seller including, but not limited to:
68 (1) Presenting all offers to and from Seller in a timely manner regardless of whether the Property is subject to a
69 contract for sale;
70 (2) Disclosing to Seller adverse material facts actually known by Broker;
71 (3) Advising Seller to obtain expert advice as to material matters about which Broker knows but the specifics of
72 which are beyond the expertise of Broker;
73 (4) Accounting in a timely manner for all money and property received;
74 (5) Keeping Seller and buyer fully informed regarding the transaction;
75 (6) Assisting Seller and buyer in complying with the terms and conditions of any contract for Sale including
76 closing the transaction; and
77

78 **b.** Broker shall not disclose the following information without the informed consent of Seller:
79 (1) That Seller is willing to accept less than the asking price for the Property;
80 (2) What the motivating factors are for Seller to sell the Property;
81 (3) That Seller will agree to financing terms other than those offered;
82 (4) Any material information about Seller unless the disclosure is required by law or failure to disclose such
83 information would constitute fraud or dishonest dealing; or
84 (5) Any facts or suspicions regarding circumstances which may psychologically impact or stigmatize any real
85 property pursuant to Colorado law.
86

87 **c.** Seller shall not be vicariously liable for the acts of Broker that are not approved, directed or ratified by Seller.
88

89 **d. No Duty for Broker to Investigate.** Broker has no duty to conduct an independent inspection of the Property for the
90 benefit of a buyer and has no duty to independently verify the accuracy or completeness of statements made by Seller or
91 independent inspectors. Broker has no duty to conduct an independent investigation of a buyer's financial condition or to verify
92 the accuracy or completeness of any statement made by a buyer.
93

94 **e. In-Company Transactions - Different Brokers.** When Seller and buyer in a transaction are working with different
95 brokers, those brokers continue to conduct themselves consistent with the brokerage relationships they have established with
96 their respective clients. Seller acknowledges that Brokerage Firm is allowed to offer and pay compensation to brokers within
97 Brokerage Firm working with a buyer.
98

99 f. **In-Company Transactions - One Broker.** If Seller and buyer are working with the same broker, Broker shall continue
100 to function as a Transaction-Broker.

101
102 **5. SELLER'S OBLIGATION TO BROKER.** Seller agrees to conduct all negotiations for the Sale of the Property only
103 through Broker, and to refer to Broker all communications received in any form from real estate brokers, prospective buyers,
104 tenants or any other source during the Listing Period of this contract.

105
106 **6. PRICE AND TERMS.**

107
108 a. **Price:** U.S. \$ _____ .

109
110 b. **Terms:** **Cash** **Conventional** **FHA** **VA**
111 **Other:**

112 _____

113
114 c. **Loan Discount Points:**

115 _____

116
117 d. **Seller-Paid, Buyer-Disallowable Closing Costs (FHA/VA):**

118 _____

119
120 e. **Earnest Money.** Minimum amount of earnest money deposit U.S. \$ _____ in the form of
121 Personal Check _____ .

122
123 f. **Seller Proceeds.** Seller will receive net proceeds of closing as indicated: **Cashier's Check** at Seller's expense;
124 **Funds Electronically Transferred (Wire Transfer)** to an account specified by Seller, at Seller's expense; or
125 **Closing Company's Trust Account Check.**

126
127 g. **Advisory-Tax Withholding.** The Internal Revenue Service and the Colorado Department of Revenue may require
128 Closing Company to withhold a substantial portion of the proceeds of this Sale when Seller either (a) is a foreign person or
129 (b) will not be a Colorado resident after closing. Seller should inquire of Seller's tax advisor to determine if withholding applies
130 or if an exemption exists.

131
132 **7. DEPOSITS.** Brokerage Firm is authorized to accept earnest money deposits received by Broker pursuant to a proposed Sale
133 contract. Brokerage Firm is authorized to deliver the earnest money deposit to the closing agent, if any, at or before the closing
134 of the Sale contract.

135
136 **8. INCLUSIONS AND EXCLUSIONS.**

137
138 a. **The Purchase Price includes the following items (Inclusions):**

139
140 (1) **Fixtures.** If attached to the Property on the date of this contract, lighting, heating, plumbing, ventilating, and
141 air conditioning fixtures, TV antennas, inside telephone wiring and connecting blocks/jacks, plants, mirrors, floor coverings,
142 intercom systems, built-in kitchen appliances, sprinkler systems and controls, built-in vacuum systems (including accessories),
143 garage door openers including _____ remote controls; and

144
145
146 (2) **Other Inclusions.** If on the Property whether attached or not on the date of this contract: storm windows, storm
147 doors, window and porch shades, awnings, blinds, screens, window coverings, curtain rods, drapery rods, fireplace inserts,
148 fireplace screens, fireplace grates, heating stoves, storage sheds, and all keys. If checked, the following are included:
149 **Water Softeners,** **Smoke/Fire Detectors,** **Security Systems,** **Satellite Systems** (including satellite
150 dishes and accessories); and

151
152

153 (3) **Parking and Storage Facilities.** The use of the following parking facilities:
154

155 and the following storage facilities:
156

157
158 (4) **Water Rights.** The following legally described water rights:
159

160
161 (5) **Well Permit.** Permit # _____
162

163 **b. Instruments of Transfer.** The Inclusions are to be conveyed at closing free and clear of all taxes (except personal
164 property taxes for the year of Closing), liens and encumbrances, except as provided in § 9. Conveyance shall be by bill of sale
165 or other applicable legal instrument(s). Any water rights shall be conveyed by a _____
166 deed or other applicable legal instrument(s).

167
168 **c. Exclusions.** The following attached fixtures are excluded:
169

170
171 **9. TITLE AND ENCUMBRANCES.** Seller represents to Broker that title to the Property is solely in Seller's name. Seller
172 shall deliver to Broker true copies of all relevant title materials, lease(s), improvement location certificate(s) and survey(s) in
173 Seller's possession and shall disclose to Broker all easements, liens and other encumbrances, if any, on the Property, of which
174 Seller has knowledge. Seller authorizes the holder of any obligation secured by an encumbrance on the Property to disclose to
175 Broker the amount owing on said encumbrance and the terms thereof. In case of Sale, Seller agrees to convey, by a
176 _____ deed, only that title Seller has in the Property. Property will be conveyed free and clear
177 of all taxes except the general taxes for the year of Closing.

178 All monetary encumbrances (such as mortgages, deeds of trust, liens, financing statements) shall be paid by Seller and
179 released except as Seller and buyer may otherwise agree. Existing monetary encumbrances are as follows:
180

181 _____
182 The Property is subject to the following leases and tenancies:
183

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

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

191 **11. ASSOCIATION ASSESSMENTS.** Seller represents that the amount of the regular owners' association assessment is
192 currently payable at \$ _____ per _____ and that there are no unpaid regular or special assessments
193 against the Property except the current regular assessments and except _____.
194 Seller agrees to promptly request the owners' association to deliver to buyer before date of closing a current statement of
195 assessments against the Property.

196
197 **12. POSSESSION.** Possession of the Property shall be delivered to buyer as follows:
198

199 subject to leases and tenancies as described in § 9.
200

201 **13. MATERIAL DEFECTS - DISCLOSURES - INSPECTION.**
202

203 **a. Brokers Obligations.** Colorado law requires a Broker to disclose to any prospective buyer all adverse material facts
204 actually known by such broker including but not limited to adverse material facts pertaining to the title to the Property and the

205 physical condition of the Property, any material defects in the Property, and any environmental hazards affecting the Property
206 which are required by law to be disclosed. These types of disclosures may include such matters as structural defects, soil
207 conditions, violations of health, zoning or building laws, and nonconforming uses and zoning variances. Seller agrees that any
208 buyer may have the Property and Inclusions inspected and authorizes Broker to disclose any facts actually known by Broker
209 about the Property.

210
211 **b. Seller's Obligations.**

212
213 **(1) Seller's Property Disclosure Form.** A seller is not required by law to provide a Seller's Property Disclosure
214 form. However, disclosure of known material latent (not obvious) defects is required by law. Seller **Agrees** **Does Not**
215 **Agree** to provide a Seller's Property Disclosure form completed to the best of Seller's current, actual knowledge.

216
217 **(2) Lead-Based Paint.** Unless exempt, if the improvements on the Property include one or more residential
218 dwelling(s) for which a building permit was issued prior to January 1, 1978, a completed Lead-Based Paint Disclosre (Sales)
219 form must be signed by Seller, the real estate licensee(s) and given to any potential buyer in a timely manner.

220
221 **14. COMPENSATION TO BROKERAGE FIRM.** Seller agrees that any Brokerage Firm compensation which is
222 conditioned upon the Sale of the Property shall be earned by Brokerage Firm as set forth herein without any discount or
223 allowance for any efforts made by Seller or by any other person in connection with the Sale of the Property.

224
225 **a. Amount.** In consideration of the services to be performed by Broker, Seller agrees to pay Brokerage Firm as follows:

226 **(1) Sale Commission.** (i) _____ % of the gross sales price in U.S. dollars, or
227 (ii) _____ .

228
229 **(2) Lease Commission.** (i) _____ % of the gross rent under the lease in U.S. dollars, or
230 (ii) _____ .

231
232 **b. When Earned.** Such commission shall be earned upon the happening of any of the following:

233
234 **(1)** Any Sale of the Property within the Listing Period by Seller, by Broker or by any other person.

235
236 **(2)** Broker finding a buyer who is ready, willing and able to complete the transaction as specified herein by Seller;
237 or

238
239 **(3)** Any Sale of the Property within _____ calendar days subsequent to the expiration of the Listing
240 Period (Holdover Period) to anyone with whom Broker negotiated and whose name was submitted, in writing, to Seller by
241 Broker during the Listing Period (including any extensions thereof); provided, however, that Seller shall owe no commission to
242 Brokerage Firm under this subsection (3) if a commission is earned by another licensed real estate brokerage firm acting
243 pursuant to an Exclusive Right-to-Sell Listing Contract or an Exclusive Agency Listing Contract entered into during the
244 Holdover Period.

245
246 **c. When Applicable and Payable.** The commission obligation shall apply to a Sale made during the Listing Period or
247 made during any extension of such original or extended term. The commission described in subsection 14a(1) shall be payable
248 at the time of the closing of the Sale as contemplated by subsection 14b(1) or 14b(3), or upon fulfillment of subsection 14b(2)
249 where either the offer made by such buyer is defeated by Seller or by the refusal or neglect of Seller to consummate the Sale as
250 agreed upon.

251
252 **d. Lease and Lease Option Commissions.** If the transaction consists of a lease or a lease and right to purchase the
253 Property, the commission relating to the lease shall be as provided in subsection 14a(2), payable as follows:

254
255 _____
256 **e. Other Compensation.** _____

257
258 **15. LIMITATION ON THIRD-PARTY COMPENSATION.** Neither Broker nor the Brokerage Firm shall accept
259 compensation from any other person or entity in connection with the Property without the written consent of Seller.
260 Additionally, neither Broker nor the Brokerage Firm shall assess or receive mark-ups or other compensation for services
261 performed by any third party or affiliated business entity unless Seller signs a separate written consent.

263 **16. OTHER BROKERAGE FIRMS ASSISTANCE - MULTIPLE LISTING SERVICE - MARKETING.** Seller has been
264 advised by Broker of the advantages and disadvantages of various marketing methods, the use of multiple listing services and
265 various methods of making the Property accessible by other brokerage firms (e.g., using lock boxes, by-appointment-only
266 showings, etc.), and whether some methods may limit the ability of a selling brokerage firm to show the Property. After having
267 been so advised, Seller has chosen the following (check all that apply):
268

269 **a. The Property**

- 270
271 **Shall** **Shall Not** be submitted to one or more multiple listing services.
272 **Shall** **Shall Not** be submitted to one or more property information exchanges.
273 Seller authorizes the use of electronic and all other marketing methods except:

274 _____
275
276 Access to the Property by other brokerage firms may be by:

277 **Lock Box**

278 _____
279

280
281 Other instructions:
282 _____
283

284
285 **b. Broker shall seek assistance from, and Brokerage Firm offers compensation to the following brokers outside of the**
286 **Brokerage Firm:**

287 **Buyer Agents:** _____ % of the gross sales price in U.S. dollars.

288 **Transaction-Brokers:** _____ % of the gross sales price in U.S. dollars.
289

290
291
292 **17. FORFEITURE OF PAYMENTS.** In the event of a forfeiture of payments made by a buyer, the sums received shall be
293 divided between Brokerage Firm and Seller, one-half thereof to Brokerage Firm but not to exceed the Brokerage Firm
294 compensation agreed upon herein, and the balance to Seller. Any forfeiture of payment under this section shall not reduce any
295 Brokerage Firm compensation under § 14.
296

297 **18. COST OF SERVICES, REIMBURSEMENT.** Unless otherwise agreed upon in writing, Brokerage Firm shall bear all
298 expenses incurred by Brokerage Firm, if any, to market the Property and to compensate cooperating brokerage firms, if any.
299 Brokerage Firm will not obtain or order any other products or services unless Seller agrees in writing to pay for them promptly
300 when due (examples: surveys, radon tests, soil tests, title reports, engineering studies). Unless otherwise agreed, Brokerage Firm
301 shall not be obligated to advance funds for the benefit of Seller in order to complete a closing. Seller shall reimburse Brokerage
302 Firm for payments made by Brokerage Firm for such other products or services authorized by Seller.
303

304 **19. MAINTENANCE OF THE PROPERTY.** Neither Broker nor Brokerage Firm shall be responsible for maintenance
305 of the Property nor shall they be liable for damage of any kind occurring to the Property, unless such damage shall be
306 caused by their negligence or intentional misconduct.
307

308 **20. OTHER SELLERS.** Seller acknowledges that under Colorado law Brokerage Firm may have agreements with other sellers
309 to market and sell their properties.
310

311 **21. NONDISCRIMINATION.** The parties agree not to discriminate unlawfully against any prospective buyer because of the
312 race, creed, color, sex, marital status, national origin, familial status, physical or mental handicap, religion or ancestry of such
313 person.
314

315 **22. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this document, Seller acknowledges that Seller
316 has been advised that this document has important legal consequences and consultation with legal, tax, or other counsel, before
317 signing this contract, is recommended.
318

319 **23. MEDIATION.** If a dispute arises relating to this contract, prior to or after closing, and is not resolved, the parties shall first
320 proceed in good faith to submit the matter to mediation. Mediation is a process in which the parties meet with an impartial

321 person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties
322 to the dispute must agree before any settlement is binding. The parties will jointly appoint an acceptable mediator and will share
323 equally in the cost of such mediation. The mediation, unless otherwise agreed, shall terminate in the event the entire dispute
324 is not resolved within thirty (30) calendar days from the date written notice requesting mediation is sent by one party to the
325 other(s).
326

327 **24. ATTORNEY FEES.** In case of arbitration or litigation concerning this contract, costs and reasonable attorney fees shall be
328 awarded to the prevailing party.
329

330 **25. ADDITIONAL PROVISIONS.** (The language of these additional provisions has not been approved by the Colorado Real
331 Estate Commission.)
332

333
334 **26. ATTACHMENTS.** The following exhibits, attachments, and addenda are a part of this contract:
335

336
337 **27. FACSIMILE AND ELECTRONIC SIGNATURES.** Signatures **May** **May Not** be evidenced by facsimile,
338 and **May** **May Not** be evidenced by electronic signatures. Documents with original signatures shall be provided
339 upon request of any party.
340

341 **28. MODIFICATION OF THIS LISTING CONTRACT.** No subsequent modification of any of the terms of this Listing
342 Contract shall be valid, binding upon the parties, or enforceable unless made in writing and signed by the parties.
343

344 **29. COUNTERPARTS.** If more than one person is named as a Seller herein, this Listing Contract may be executed by each
345 Seller, individually, and when so executed, such copies taken together with one executed by Broker shall be deemed to be a full
346 and complete contract between the parties.
347

348 **30. ENTIRE AGREEMENT.** This Listing Contract constitutes the entire agreement between the parties, and any prior
349 agreements, whether oral or written, have been merged and integrated into this Listing Contract.
350

351 **31. COPY OF CONTRACT.** Seller acknowledges receipt of a copy of this contract signed by Broker, including all
352 attachments.
353

354
355
356
357 Brokerage Firm authorizes Broker to execute this Listing Contract on behalf of Brokerage Firm.
358

359 Accepted:

Coldwell Banker
The Colorado Rockies Real Estate Company
P.O. Box 1678
325 Fiedler Ave.
Dillon, CO 80435
Phone: (970) 468-9300, Fax: (970) 468-8406

By: _____

Signature Nancy K. Gregory

Date

360 Broker's Email Address: _____

SELLER _____ **DATE** _____

SELLER _____ **DATE** _____

SELLER _____ **DATE** _____

SELLER _____ **DATE** _____

361 Seller's Email Address: _____