

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (CBS1-10-06) (Mandatory 1-07)

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

CONTRACT TO BUY AND SELL REAL ESTATE (ALL TYPES OF PROPERTIES)

Date: _____ Purchase Price: \$ _____

1. AGREEMENT. Buyer agrees to buy, and Seller agrees to sell, the Property defined below on the terms and conditions set forth in this contract (Contract).

2. DEFINED TERMS.

a. Buyer. Buyer, _____, will take title to the real property described below as [] Joint Tenants [] Tenants In Common [] Other _____.

b. Property. The Property is the following legally described real estate in the County of _____, Colorado:

known as No. _____

Street Address City State Zip

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

c. Dates and Deadlines.

Table with 4 columns: Item No., Reference, Event, Date or Deadline. Rows include Alternative Earnest Money Deadline, Loan Application Deadline, Loan Conditions Deadline, Buyer's Credit Information Deadline, Disapproval of Buyer's Credit Information Deadline, Existing Loan Documents Deadline, Existing Loan Documents Objection Deadline, Loan Transfer Approval Deadline, Appraisal Deadline, Title Deadline, Title Objection Deadline, Survey Deadline.

13	§ 8c(2)	Survey Objection Deadline	
14	§ 7b	Document Request Deadline	
15	§ 7d(5)	CIC Documents Objection Deadline	
16	§ 8b	Off-Record Matters Deadline	
17	§ 8b	Off-Record Matters Objection Deadline	
18	§ 8f	Right of First Refusal Deadline	
19	§ 10a	Seller's Property Disclosure Deadline	
20	§ 10b	Inspection Objection Deadline	
21	§ 10c	Resolution Deadline	
22	§ 10d	Property Insurance Objection Deadline	
23	§ 12	Closing Date	
24	§ 17	Possession Date	
25	§ 17	Possession Time	
26	§ 29	Acceptance Deadline Date	
27	§ 29	Acceptance Deadline Time	

d. Attachments. The following are a part of this Contract:

Note: The following disclosure forms are attached but are not a part of this Contract:

e. 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 and when inserted on any line in Dates and Deadlines (§ 2c), it means that the corresponding provision of the Contract to which reference is made is deleted. The abbreviation "MEC" (mutual execution of this Contract) means the latest date upon which both parties have signed this Contract.

3. INCLUSIONS AND EXCLUSIONS.

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

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

(2) Personal Property. The following are included if on the Property whether attached or not on the date of this Contract: storm windows, storm doors, window and porch shades, awnings, blinds, screens, window coverings, curtain rods, drapery rods, fireplace inserts, fireplace screens, fireplace grates, heating stoves, storage sheds, and all keys. If checked, the following are included: Water Softeners Smoke/Fire Detectors Security Systems Satellite Systems (including satellite dishes).

(3) Other Inclusions.

The Personal Property to be conveyed at Closing shall be conveyed, by Seller, free and clear of all taxes (except personal property taxes for the year of Closing), liens and encumbrances, except _____.

(4) Trade Fixtures. With respect to trade fixtures, Seller and Buyer agree as follows:

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

(5) Parking and Storage Facilities. Use Only Ownership of the following parking facilities: _____; and Use Only Ownership of the following storage facilities: _____
_____.

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

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

(7) Growing Crops. With respect to growing crops, Seller and Buyer agree as follows:

b. Exclusions. The following items are excluded: _____
_____.

4. PURCHASE PRICE AND TERMS. The Purchase Price set forth below shall be payable in U.S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount	Amount
1	§ 4	Purchase Price	\$	
2	§ 4a	Earnest Money		\$
3	§ 4d(1)	New First Loan		
4	§ 4d(2)	New Second Loan		
5	§ 4e	Assumption Balance		
6	§ 4f	Seller or Private Financing		
7				
8				
9	§ 4b	Cash at Closing		
10		TOTAL	\$	\$

Note: If there is an inconsistency between the Purchase Price on the first page and this § 4, the amount in § 4 shall control.

a. Earnest Money. The Earnest Money set forth in this section, in the form of _____, is part payment of the Purchase Price and shall be payable to and held by _____ (Earnest Money Holder), in its trust account, on behalf of both Seller and Buyer. The Earnest Money deposit shall be tendered with this Contract unless the parties mutually agree to an Alternative Earnest Money Deadline (§ 2c) for its payment. The parties authorize delivery of the Earnest Money deposit to the closing company, if any, at or before Closing. In the event Earnest Money Holder has agreed to have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest Money Holder in this transaction shall be transferred to such fund.

b. Cash at Closing. All amounts paid by Buyer at Closing including cash at Closing, plus Buyer's closing costs, shall be in funds which comply with all applicable Colorado laws, which include cash, electronic transfer funds, certified check, savings and loan teller's check and cashier's check (Good Funds).

96 c. Down Payment Assistance; Seller Paid Costs. Seller, at Closing, shall credit \$ _____ to
97 Buyer to assist with Buyer's down payment. Seller shall also, at Closing, credit to Buyer the amount of
98 \$ _____ to assist with Buyer's closing costs, not to exceed the amount due from Buyer for such
99 costs. These amounts are in addition to any sum Seller has agreed to pay or credit Buyer elsewhere in
100 this Contract.

101 d. New Loan.

102 (1) New First Loan. Buyer shall obtain a new loan set forth in this section as follows:

103 Conventional FHA VA Other _____.

104 This loan will be secured by a _____ (1st, 2nd, etc.) deed of trust.

105 The loan may be increased to add the cost of mortgage insurance, VA funding fee and other items
106 for a total loan amount, not in excess of \$ _____, shall be amortized over a period of
107 _____ Years Months at approximately \$ _____ per _____ including principal and
108 interest not to exceed _____% per annum, plus, if required by Buyer's lender, a deposit of _____
109 of the estimated annual real estate taxes, property insurance premium, and mortgage insurance
110 premium. If the loan is an adjustable interest rate or graduated payment loan, the payments and
111 interest rate initially shall not exceed the figures set forth above.

112 Loan discount points, if any, shall be paid to lender at Closing and shall not exceed ___% of the
113 total loan amount. Notwithstanding the loan's interest rate, the first ___ loan discount points shall be
114 paid by _____, and the balance, if any, shall be paid by _____.

115 Buyer shall timely pay Buyer's loan costs and a loan origination fee not to exceed ___% of the loan
116 amount. If the loan is an FHA/VA insured or guaranteed loan, Seller shall pay closing costs and fees,
117 not to exceed \$ _____, that Buyer is not allowed by law to pay for tax service and
118 _____.

119 (2) New Second Loan. Buyer shall obtain a new loan set forth in this section as follows:

120 This loan will be secured by a _____ (2nd, etc.) deed of trust.

121 The total loan amount, not in excess of \$ _____, shall be amortized over a period of _____
122 Years Months at approximately \$ _____ per _____ including principal and interest not to
123 exceed ___% per annum. If the loan is an adjustable interest rate or graduated payment loan, the
124 payments and interest rate initially shall not exceed the figures set forth above.

125 Loan discount points, if any, shall be paid to lender at Closing and shall not exceed ___% of the
126 total loan amount. Notwithstanding the loan's interest rate, the first ___ loan discount points shall be
127 paid by _____, and the balance, if any, shall be paid by _____.

128 Buyer shall timely pay Buyer's loan costs and a loan origination fee not to exceed ___% of the loan
129 amount.

130 e. Assumption. Buyer agrees to assume and pay an existing loan in the approximate amount of the
131 Assumption Balance set forth in this section, presently payable at \$ _____ per _____ including
132 principal and interest presently at ___% per annum, and also including escrow for the following as
133 indicated: Real Estate Taxes Property Insurance Premium Mortgage Insurance Premium
134 and _____.

135 Buyer agrees to pay a loan transfer fee not to exceed \$ _____. At the time of assumption,
136 the new interest rate shall not exceed ___% per annum and the new payment shall not exceed
137 \$ _____ per _____ principal and interest, plus escrow, if any. If the actual principal
138 balance of the existing loan at Closing is less than the Assumption Balance, which causes the amount of
139 cash required from Buyer at Closing to be increased by more than \$ _____, then
140 Buyer May Terminate this Contract effective upon receipt by Seller of Buyer's written notice of
141 termination or _____.

142 Seller Shall Shall Not be released from liability on said loan. If applicable, compliance with
143 the requirements for release from liability shall be evidenced by delivery at Closing of an appropriate

144 letter of commitment from lender. Cost payable for release of liability shall be paid by _____ in an
145 amount not to exceed \$_____.

146 f. Seller or Private Financing. Buyer agrees to execute a promissory note payable to
147 _____, as Joint Tenants Tenants In Common Other _____, on
148 the note form as indicated:

149 (Default Rate) NTD81-10-06 Other _____ secured by a _____
150 (1st, 2nd, etc.) deed of trust encumbering the Property, using the form as indicated:

151 Strict Due-On-Sale (TD72-10-06) Creditworthy (TD73-10-06) Assumable – Not Due On Sale
152 (TD74-10-06)

153 Other _____.

154 The promissory note shall be amortized on the basis of ____ Years Months, payable at
155 \$_____ per _____ including principal and interest at the rate of ____% per annum. Payments shall
156 commence _____ and shall be due on the _____ day of each succeeding _____. If not sooner
157 paid, the balance of principal and accrued interest shall be due and payable _____ after Closing.
158 Payments Shall Shall Not be increased by _____ of estimated annual real estate taxes,
159 and Shall Shall Not be increased by _____ of estimated annual property insurance
160 premium. The loan shall also contain the following terms: (1) if any payment is not received within ____
161 calendar days after its due date, a late charge of ____% of such payment shall be due, (2) interest on
162 lender disbursements under the deed of trust shall be ____% per annum, (3) default interest rate shall be
163 ____% per annum, (4) Buyer may prepay without a penalty except _____, and (5) Buyer
164 Shall Shall Not execute and deliver, at Closing, a Security Agreement and UCC-1 Financing
165 Statement granting the holder of the promissory note a _____ (1st, 2nd, etc.) lien on the personal
166 property included in this sale.

167 Buyer Shall Shall Not provide a mortgagee's title insurance policy, at Buyer's expense.

168 5. FINANCING CONDITIONS AND OBLIGATIONS.

169 a. Loan Application. If Buyer is to pay all or part of the Purchase Price by obtaining a new loan, or
170 if an existing loan is not to be released at Closing, Buyer, if required by such lender, shall make a
171 verifiable application by Loan Application Deadline (§ 2c). Buyer shall cooperate with Seller and lender
172 to obtain loan approval, DILIGENTLY AND TIMELY PURSUE SAME IN GOOD FAITH, execute all
173 documents and furnish all information and documents required by lender, and, subject to subsections
174 4d(1) and (2) and § 4e, timely pay the costs of obtaining such loan or lender's consent. Buyer agrees to
175 satisfy the reasonable requirements of lender, and shall not withdraw the loan or assumption
176 application, nor intentionally cause any change in circumstances that would prejudice lender's
177 approval of the loan application or funding of the loan. Buyer may obtain different financing provided
178 Seller incurs no additional delay, cost or expense, and provided Buyer is approved for such substitute
179 loan.

180 b. Loan Conditions. If Buyer is to pay all or part of the Purchase Price by obtaining a new loan as
181 specified in § 4d, this Contract is conditional upon Buyer's approval of the availability, terms,
182 conditions and cost for the new loan. This condition is for the benefit of Buyer and shall be deemed
183 waived unless Seller receives from Buyer, no later than Loan Conditions Deadline (§ 2c), written notice
184 of Buyer's election to terminate this Contract as such loan was not satisfactory to Buyer. Buyer shall
185 not have the right to terminate under this § 5b based on the terms or conditions of any loan that is the
186 same as set forth in § 4. If Buyer so notifies Seller, this Contract shall terminate. IF SELLER DOES
187 NOT RECEIVE WRITTEN NOTICE TO TERMINATE AND BUYER DOES NOT CLOSE, BUYER
188 SHALL BE IN DEFAULT.

189 c. Credit Information and Buyer's New Senior Loan. If Buyer is to pay all or part of the Purchase
190 Price by executing a promissory note in favor of Seller, or if an existing loan is not to be released at
191 Closing, this Contract is conditional (for the benefit of Seller) upon Seller's approval of Buyer's
192 financial ability and creditworthiness, which approval shall be at Seller's sole and absolute discretion.

193 In such case: (1) Buyer shall supply to Seller by Buyer's Credit Information Deadline (§ 2c), at Buyer's
194 expense, information and documents (including a current credit report) concerning Buyer's financial,
195 employment and credit condition; (2) Buyer consents that Seller may verify Buyer's financial ability
196 and creditworthiness; (3) any such information and documents received by Seller shall be held by Seller
197 in confidence, and not released to others except to protect Seller's interest in this transaction; (4) in the
198 event Buyer is to execute a promissory note secured by a deed of trust in favor of Seller, this Contract,
199 for the benefit of Seller, is conditional upon Seller's approval of the terms and conditions of any new
200 loan to be obtained by Buyer if the deed of trust to Seller is to be subordinate to Buyer's new loan
201 (Buyer's New Senior Loan); Seller shall not have the right to terminate under this § 5c for any loan
202 when all such specific terms and provisions (e.g., interest rate, principal, payments, prepayment
203 penalties, due date, etc.) are met as set forth in § 4 or elsewhere in this Contract; and (5) if Seller does
204 not deliver written notice of Seller's disapproval of Buyer's financial ability and creditworthiness or of
205 Buyer's New Senior Loan to Buyer by Disapproval of Buyer's Credit Information Deadline (§ 2c), then
206 Seller waives the conditions set forth in this section. If Seller does deliver written notice of disapproval
207 to Buyer on or before said date, this Contract shall terminate.

208 d. Existing Loan Review. If an existing loan is not to be released at Closing, Seller shall deliver
209 copies of the loan documents (including note, deed of trust, and any modifications) to Buyer by Existing
210 Loan Documents Deadline (§ 2c). For the benefit of Buyer, this Contract is conditional upon Buyer's
211 review and approval of the provisions of such loan documents. If written notice of objection to such
212 loan documents, signed by Buyer, is not received by Seller by Existing Loan Documents Objection
213 Deadline (§ 2c), Buyer accepts the terms and conditions of the documents. If the lender's approval of a
214 transfer of the Property is required, this Contract is conditional upon Buyer's obtaining such approval
215 without change in the terms of such loan, except as set forth in § 4e. If lender's approval is not obtained
216 by Loan Transfer Approval Deadline (§ 2c), this Contract shall terminate on such date. If Seller is to be
217 released from liability under such existing loan and Buyer does not obtain such compliance as set forth
218 in § 4e, this Contract may be terminated at Seller's option.

219 **6. APPRAISAL PROVISIONS.**

220 a. Appraisal Condition.

221 (1) Not Applicable. This § 6a shall not apply.

222 (2) Conventional. Buyer shall have the sole option and election to terminate this Contract if the
223 Purchase Price exceeds the Property's valuation determined by an appraiser engaged by
224 _____. This Contract shall terminate by Buyer delivering to Seller written notice of
225 termination and either a copy of such appraisal or written notice from lender that confirms the
226 Property's valuation is less than the Purchase Price, received on or before Appraisal Deadline (§ 2c). If
227 Seller does not receive such written notice of termination on or before Appraisal Deadline (§ 2c), Buyer
228 waives any right to terminate under this subsection.

229 (3) FHA. It is expressly agreed that, notwithstanding any other provisions of this Contract, the
230 Purchaser (Buyer) shall not be obligated to complete the purchase of the Property described herein or
231 to incur any penalty by forfeiture of Earnest Money deposits or otherwise unless the Purchaser (Buyer)
232 has been given in accordance with HUD/FHA or VA requirements a written statement issued by the
233 Federal Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement lender,
234 setting forth the appraised value of the Property of not less than \$ _____. The Purchaser
235 (Buyer) shall have the privilege and option of proceeding with the consummation of the Contract
236 without regard to the amount of the appraised valuation. The appraised valuation is arrived at to
237 determine the maximum mortgage the Department of Housing and Urban Development will insure.
238 HUD does not warrant the value nor the condition of the Property. The Purchaser (Buyer) should
239 satisfy himself/herself that the price and condition of the Property are acceptable.

240 (4) VA. It is expressly agreed that, notwithstanding any other provisions of this Contract, the
241 purchaser (Buyer) shall not incur any penalty by forfeiture of Earnest Money or otherwise or be

242 obligated to complete the purchase of the Property described herein, if the Contract Purchase Price or
243 cost exceeds the reasonable value of the Property established by the Department of Veterans Affairs.
244 The purchaser (Buyer) shall, however, have the privilege and option of proceeding with the
245 consummation of this Contract without regard to the amount of the reasonable value established by the
246 Department of Veterans Affairs.

247 b. Cost of Appraisal. Cost of any appraisal to be obtained after the date of this Contract shall be
248 timely paid by Buyer Seller.

249 **7. EVIDENCE OF TITLE.**

250 a. Evidence of Title. On or before Title Deadline (§ 2c), Seller shall cause to be furnished to Buyer,
251 at Seller's expense, a current commitment for owner's title insurance policy (Title Commitment) in an
252 amount equal to the Purchase Price, or if this box is checked, An Abstract of title certified to a
253 current date. At Seller's expense, Seller shall cause the title insurance policy to be issued and delivered
254 to Buyer as soon as practicable at or after Closing. If a title insurance commitment is furnished, it
255 Shall Shall Not commit to delete or insure over the standard exceptions which relate to:

- 256 (1) parties in possession,
- 257 (2) unrecorded easements,
- 258 (3) survey matters,
- 259 (4) any unrecorded mechanics' liens,
- 260 (5) gap period (effective date of commitment to date deed is recorded), and
- 261 (6) unpaid taxes, assessments and unredeemed tax sales prior to the year of Closing.

262 Any additional premium expense to obtain this additional coverage shall be paid by Buyer
263 Seller.

264 b. Copies of Exceptions. On or before Title Deadline (§ 2c), Seller, at Seller's expense, shall furnish
265 to Buyer and _____, (1) a copy of any plats, declarations, covenants, conditions and
266 restrictions burdening the Property, and (2) if a title insurance commitment is required to be furnished,
267 and if this box is checked Copies of any Other Documents (or, if illegible, summaries of such
268 documents) listed in the schedule of exceptions (Exceptions). Even if the box is not checked, Seller shall
269 have the obligation to furnish these documents pursuant to this section if requested by Buyer any time
270 on or before Document Request Deadline (§ 2c). This requirement shall pertain only to documents as
271 shown of record in the office of the clerk and recorder in the county where the Property is located. The
272 abstract or title insurance commitment, together with any copies or summaries of such documents
273 furnished pursuant to this section, constitute the title documents (Title Documents).

274 c. Survey. On or before Survey Deadline (§ 2c), Seller Buyer shall cause Buyer (and the
275 issuer of the Title Commitment or the provider of the opinion of title if an abstract) to receive a current
276 Improvement Survey Plat Improvement Location Certificate _____ (the description
277 checked is known as Survey). An amount not to exceed \$_____ for Survey shall be paid by
278 Buyer Seller. If the cost exceeds this amount, Buyer Seller shall pay the excess on or before
279 Closing unless Buyer delivers to Seller before Survey is ordered, Buyer's written notice allowing the
280 exception for survey matters.

281 d. Common Interest Community Documents.

282 (1) Not Applicable. This § 7d shall not apply.

283 (2) Common Interest Community Disclosure. THE PROPERTY IS LOCATED WITHIN A
284 COMMON INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR SUCH
285 COMMUNITY. THE OWNER OF THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF
286 THE OWNER'S ASSOCIATION FOR THE COMMUNITY AND WILL BE SUBJECT TO THE
287 BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION. THE DECLARATION,
288 BYLAWS, AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL OBLIGATIONS UPON
289 THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS OF
290 THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE

291 ASSOCIATION COULD PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY
292 THE DEBT. THE DECLARATION, BYLAWS, AND RULES AND REGULATIONS OF THE
293 COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING CHANGES TO THE PROPERTY
294 WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A COMMITTEE OF
295 THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF
296 PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE
297 FINANCIAL OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD
298 CAREFULLY READ THE DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND
299 RULES AND REGULATIONS OF THE ASSOCIATION.

300 (3) Not Conditional on Review. Buyer acknowledges that Buyer has received a copy of the
301 owners' association (Association) declarations, bylaws, rules and regulations, party wall agreements,
302 minutes of most recent annual owners' meeting and minutes of any directors' meetings during the 6-
303 month period immediately preceding Title Deadline, if any (Governing Documents), most recent
304 financial documents consisting of (a) annual balance sheet, (b) annual income and expenditures
305 statement, and (c) annual budget (Financial Documents), if any (collectively CIC Documents). Buyer
306 has reviewed them, agrees to accept the benefits, obligations and restrictions that they impose upon the
307 Property and its owners and waives any right to terminate this Contract due to such documents,
308 notwithstanding the provisions of § 8e.

309 (4) CIC Documents to Buyer.

310 (a) Seller to Provide CIC Documents. Seller shall cause the CIC Documents to be
311 provided to Buyer, at Seller's expense, on or before Title Deadline (§ 2c).

312 (b) Seller Authorizes Association. Seller authorizes the Association to provide the CIC
313 Documents to Buyer, at Seller's expense.

314 (c) Seller's Obligation. Seller's obligation to provide the CIC Documents shall be fulfilled
315 upon Buyer's receipt of the CIC Documents, regardless of who provides such documents.

316 (5) Conditional on Buyer's Review. If the box in either subsection 7d(4)(a) or subsection
317 7d(4)(b) is checked, the provisions of this subsection 7d(5) shall apply. Written notice of any
318 unsatisfactory provision in any of the CIC Documents, in Buyer's subjective discretion, signed by
319 Buyer, or on behalf of Buyer, and delivered to Seller on or before CIC Documents Objection Deadline
320 (§ 2c), shall terminate this Contract.

321 Should Buyer receive the CIC Documents after Title Deadline (§ 2c), Buyer shall have the right,
322 at Buyer's option, to terminate this Contract by written notice delivered to Seller on or before ten
323 calendar days after Buyer's receipt of the CIC Documents. If Buyer does not receive the CIC
324 Documents, or if such written notice to terminate would otherwise be required to be delivered after the
325 Closing Date, Buyer's written notice to terminate shall be received by Seller on or before three calendar
326 days prior to Closing Date (§ 2c). If Seller does not receive written notice from Buyer within such time,
327 Buyer accepts the provisions of the CIC Documents, and Buyer's right to terminate this Contract
328 pursuant to this subsection is waived, notwithstanding the provisions of § 8e.

329 NOTE: If no box in this § 7d is checked, the provisions of subsection 7d(4)(a) shall apply.

330 8. TITLE AND SURVEY REVIEW.

331 a. Title Review. Buyer shall have the right to inspect the Title Documents. Written notice by Buyer
332 of unmerchantability of title, form or content of Title Commitment or of any other unsatisfactory title
333 condition shown by the Title Documents, notwithstanding § 13, shall be signed by or on behalf of Buyer
334 and delivered to Seller on or before Title Objection Deadline (§ 2c), or within five calendar days after
335 receipt by Buyer of any change to the Title Documents or endorsement to the Title Commitment
336 together with a copy of the document adding any new Exception to title. If Seller does not receive
337 Buyer's notice by the date specified above, Buyer accepts the condition of title as disclosed by the Title
338 Documents as satisfactory.

339 **b. Matters Not Shown by the Public Records.** Seller shall deliver to Buyer, on or before Off-Record
340 **Matters Deadline (§ 2c)** true copies of all leases and surveys in Seller’s possession pertaining to the
341 **Property and shall disclose to Buyer all easements, liens (including, without limitation, governmental**
342 **improvements approved, but not yet installed) or other title matters (including, without limitation,**
343 **rights of first refusal, and options) not shown by the public records of which Seller has actual**
344 **knowledge. Buyer shall have the right to inspect the Property to investigate if any third party has any**
345 **right in the Property not shown by the public records (such as an unrecorded easement, unrecorded**
346 **lease, or boundary line discrepancy). Written notice of any unsatisfactory condition disclosed by Seller**
347 **or revealed by such inspection, notwithstanding § 13, shall be signed by or on behalf of Buyer and**
348 **delivered to Seller on or before Off-Record Matters Objection Deadline (§ 2c). If Seller does not receive**
349 **Buyer’s notice by said date, Buyer accepts title subject to such rights, if any, of third parties of which**
350 **Buyer has actual knowledge.**

351 **c. Survey Review.**

352 **(1) Not Applicable. This § 8c shall not apply.**

353 **(2) Conditional on Survey.** If the box in this subsection 8c(2) is checked, Buyer shall have the
354 **right to inspect the Survey. If written notice by or on behalf of Buyer of any unsatisfactory condition**
355 **shown by the Survey, notwithstanding § 8b or § 13, is received by Seller on or before Survey Objection**
356 **Deadline (§ 2c) then such objection shall be deemed an unsatisfactory title condition. If Seller does not**
357 **receive Buyer’s notice by Survey Objection Deadline (§ 2c), Buyer accepts the Survey as satisfactory.**

358 **d. Special Taxing Districts. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL**
359 **OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL**
360 **TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY**
361 **OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES**
362 **AND EXCESSIVE TAX BURDENS TO SUPPORT THE SERVICING OF SUCH DEBT WHERE**
363 **CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO**
364 **DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES.**
365 **BUYER SHOULD INVESTIGATE THE DEBT FINANCING REQUIREMENTS OF THE**
366 **AUTHORIZED GENERAL OBLIGATION INDEBTEDNESS OF SUCH DISTRICTS, EXISTING**
367 **MILL LEVIES OF SUCH DISTRICT SERVICING SUCH INDEBTEDNESS, AND THE**
368 **POTENTIAL FOR AN INCREASE IN SUCH MILL LEVIES.**

369 **In the event the Property is located within a special taxing district and Buyer desires to terminate**
370 **this Contract as a result, if written notice, by or on behalf of Buyer, is received by Seller on or before**
371 **Off-Record Matters Objection Deadline (§ 2c), this Contract shall terminate. If Seller does not receive**
372 **Buyer’s notice by such date, Buyer accepts the effect of the Property’s inclusion in such special taxing**
373 **district and waives the right to terminate for that reason.**

374 **e. Right to Object, Cure.** Buyer’s right to object shall include, but not be limited to, those matters
375 **listed in § 13. If Seller receives notice of unmerchantability of title or any other unsatisfactory title**
376 **condition or commitment terms as provided in §§ 8a, b, c and d above, Seller shall use reasonable**
377 **efforts to correct said items and bear any nominal expense to correct the same prior to Closing. If such**
378 **unsatisfactory title condition is not corrected to Buyer’s satisfaction on or before Closing, this Contract**
379 **shall terminate; provided, however, Buyer may, by written notice received by Seller on or before**
380 **Closing, waive objection to such items.**

381 **f. Right of First Refusal or Approval.** If there is a right of first refusal on the Property, or a right
382 **to approve this Contract, Seller shall promptly submit this Contract according to the terms and**
383 **conditions of such right. If the holder of the right of first refusal exercises such right or the holder of a**
384 **right to approve disapproves this Contract, this Contract shall terminate. If the right of first refusal is**
385 **waived explicitly or expires, or the Contract is approved, this Contract shall remain in full force and**
386 **effect. Seller shall promptly notify Buyer of the foregoing. If expiration or waiver of the right of first**

387 refusal or Contract approval has not occurred on or before Right of First Refusal Deadline (§ 2c), this
388 Contract shall terminate.

389 g. Title Advisory. The Title Documents affect the title, ownership and use of the Property and
390 should be reviewed carefully. Additionally, other matters not reflected in the Title Documents may
391 affect the title, ownership and use of the Property, including without limitation boundary lines and
392 encroachments, area, zoning, unrecorded easements and claims of easements, leases and other
393 unrecorded agreements, and various laws and governmental regulations concerning land use,
394 development and environmental matters. The surface estate may be owned separately from the
395 underlying mineral estate, and transfer of the surface estate does not necessarily include transfer of the
396 mineral rights or water rights. Third parties may hold interests in oil, gas, other minerals, geothermal
397 energy or water on or under the Property, which interests may give them rights to enter and use the
398 Property. Such matters may be excluded from or not covered by the title insurance policy. Buyer is
399 advised to timely consult legal counsel with respect to all such matters as there are strict time limits
400 provided in this Contract (e.g., Title Objection Deadline [§ 2c] and Off-Record Matters Objection
401 Deadline [§ 2c]).

402 9. LEAD-BASED PAINT. Unless exempt, if the improvements on the Property include one or more
403 residential dwellings for which a building permit was issued prior to January 1, 1978, this Contract
404 shall be void unless a completed Lead-Based Paint Disclosure (Sales) form is signed by Seller and the
405 required real estate licensees, which must occur prior to the parties signing this Contract. Buyer
406 acknowledges timely receipt of a completed Lead-Based Paint Disclosure (Sales) form signed by Seller
407 and the real estate licensees.

408 **10. PROPERTY DISCLOSURE, INSPECTION, INSURABILITY AND BUYER DISCLOSURE.**

409 a. Seller's Property Disclosure Deadline. On or before Seller's Property Disclosure Deadline (§ 2c),
410 Seller agrees to deliver to Buyer the most current version of the Seller's Property Disclosure form
411 completed by Seller to the best of Seller's actual knowledge, current as of the date of this Contract.

412 b. Inspection Objection Deadline. Buyer shall have the right to have inspections of the physical
413 condition of the Property and Inclusions, at Buyer's expense. If the physical condition of the Property
414 or Inclusions is unsatisfactory in Buyer's subjective discretion, Buyer shall, on or before Inspection
415 Objection Deadline (§ 2c):

416 (1) notify Seller in writing that this Contract is terminated, or

417 (2) deliver to Seller a written description of any unsatisfactory physical condition which Buyer
418 requires Seller to correct (Notice to Correct).

419 If written notice is not received by Seller on or before Inspection Objection Deadline (§ 2c), the
420 physical condition of the Property and Inclusions shall be deemed to be satisfactory to Buyer.

421 c. Resolution Deadline. If a Notice to Correct is received by Seller and if Buyer and Seller have not
422 agreed in writing to a settlement thereof on or before Resolution Deadline (§ 2c), this Contract shall
423 terminate one calendar day following Resolution Deadline (§ 2c), unless before such termination Seller
424 receives Buyer's written withdrawal of the Notice to Correct.

425 d. Insurability. This Contract is conditioned upon Buyer's satisfaction, in Buyer's subjective
426 discretion, with the availability, terms and conditions of and premium for property insurance. This
427 Contract shall terminate upon Seller's receipt, on or before Property Insurance Objection Deadline (§
428 2c), of Buyer's written notice that such insurance was not satisfactory to Buyer. If said notice is not
429 timely received, Buyer shall have waived any right to terminate under this provision.

430 e. Damage, Liens and Indemnity. Buyer is responsible for payment for all inspections, tests,
431 surveys, engineering reports, or any other work performed at Buyer's request and shall pay for any
432 damage which occurs to the Property and Inclusions as a result of such activities. Buyer shall not
433 permit claims or liens of any kind against the Property for inspections, tests, surveys, engineering
434 reports, or any other work performed on the Property at Buyer's request. Buyer agrees to indemnify,
435 protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by

436 Seller in connection with any such inspection, claim, or lien. This indemnity includes Seller's right to
437 recover all costs and expenses incurred by Seller to enforce this section, including Seller's reasonable
438 attorney and legal fees. The provisions of this section shall survive the termination of this Contract.

439 f. Buyer Disclosure. Buyer represents that Buyer Does Does Not need to sell and close a
440 property to complete this transaction.

441 Note: Any property sale contingency should appear in Additional Provisions (§ 25).

442 11. METHAMPHETAMINE LABORATORY DISCLOSURE. The parties acknowledge that Seller is
443 required to disclose whether Seller knows that the Property was previously used as a
444 methamphetamine laboratory. No disclosure is required if the Property was remediated in accordance
445 with state standards and other requirements are fulfilled pursuant to § 25-18.5-102, C.R.S. Buyer
446 further acknowledges that Buyer has the right to engage a certified hygienist or industrial hygienist to
447 test whether the Property has ever been used as a methamphetamine laboratory. In the event that the
448 Property has been used as a methamphetamine laboratory, Buyer may deliver written notice to Seller,
449 on or before Closing, to terminate this Contract.

450 12. CLOSING. Delivery of deed from Seller to Buyer shall be at closing (Closing). Closing shall be on
451 the date specified as the Closing Date (§ 2c) or by mutual agreement at an earlier date. The hour and
452 place of Closing shall be as designated by _____.

453 13. TRANSFER OF TITLE. Subject to tender or payment at Closing as required herein and
454 compliance by Buyer with the other terms and provisions hereof, Seller shall execute and deliver a good
455 and sufficient _____ deed to Buyer, at Closing, conveying the Property free and clear of all
456 taxes except the general taxes for the year of Closing. Except as provided herein, title shall be conveyed
457 free and clear of all liens, including any governmental liens for special improvements installed as of the
458 date of Buyer's signature hereon, whether assessed or not. Title shall be conveyed subject to:

459 a. those specific Exceptions described by reference to recorded documents as reflected in the Title
460 Documents accepted by Buyer in accordance with § 8a (Title Review),

461 b. distribution utility easements (including cable TV),

462 c. those specifically described rights of third parties not shown by the public records of which
463 Buyer has actual knowledge and which were accepted by Buyer in accordance with § 8b (Matters Not
464 Shown by the Public Records) and § 8c (Survey Review),

465 d. inclusion of the Property within any special taxing district,

466 e. the benefits and burdens of any recorded declaration and party wall agreements, if any, and

467 f. other _____.

468 14. PAYMENT OF ENCUMBRANCES. Any encumbrance required to be paid shall be paid at or
469 before Closing from the proceeds of this transaction or from any other source.

470 15. CLOSING COSTS, DOCUMENTS AND SERVICES.

471 a. Good Funds. Buyer and Seller shall pay, in Good Funds, their respective Closing costs and all
472 other items required to be paid at Closing, except as otherwise provided herein.

473 b. Closing Documents. Buyer and Seller shall sign and complete all customary or reasonably
474 required documents at or before Closing.

475 c. Closing Services Fee. Fees for real estate Closing services shall be paid at Closing by Buyer
476 Seller One-Half by Buyer and One-Half by Seller.

477 d. Status Letter and Transfer Fees. Any fees incident to the issuance of Association's statement of
478 assessments (Status Letter) shall be paid by Buyer Seller One-Half by Buyer and One-Half
479 by Seller. Any fees incident to the transfer from Seller to Buyer assessed by the Association
480 (Association's Transfer Fee) shall be paid by Buyer Seller One-Half by Buyer and One-Half
481 by Seller.

482 e. Local Transfer Tax. The local transfer tax of ___% of the Purchase Price shall be paid at
483 Closing by Buyer Seller One-Half by Buyer and One-Half by Seller.

484 f. Sales and Use Tax. Any sales and use tax that may accrue because of this transaction shall be
485 paid when due by Buyer Seller One-Half by Buyer and One-Half by Seller.

486 16. PRORATIONS. The following shall be prorated to Closing Date (§ 2c), except as otherwise
487 provided:

488 a. Taxes. Personal property taxes, if any, and general real estate taxes for the year of Closing,
489 based on Taxes for the Calendar Year Immediately Preceding Closing Most Recent Mill Levy
490 and Most Recent Assessed Valuation Other _____.

491 b. Rents. Rents based on Rents Actually Received Accrued. Security deposits held by Seller
492 shall be credited to Buyer. Seller shall assign all leases to Buyer and Buyer shall assume such leases.

493 c. Association Assessments. Current regular Association assessments and Association dues
494 (Association Assessments) paid in advance shall be credited to Seller at Closing. Cash reserves held out
495 of the regular Association Assessments for deferred maintenance by the Association shall not be
496 credited to Seller except as may be otherwise provided by the Governing Documents. Any special
497 assessment by the Association for improvements that have been installed as of the date of Buyer's
498 signature hereon shall be the obligation of Seller. Any other special assessment assessed prior to
499 Closing Date (§ 2c) by the Association shall be the obligation of Buyer Seller. Seller represents
500 that the amount of the Association Assessments is currently payable at \$ _____ per _____
501 and that there are no unpaid regular or special assessments against the Property except the current
502 regular assessments and except _____. Such assessments are subject to
503 change as provided in the Governing Documents. Seller agrees to promptly request the Association to
504 deliver to Buyer before Closing Date (§ 2c) a current Status Letter.

505 d. Other Prorations. Water and sewer charges, interest on continuing loan, and
506 _____.

507 e. Final Settlement. Unless otherwise agreed in writing, these prorations shall be final.

508 17. POSSESSION. Possession of the Property shall be delivered to Buyer on Possession Date at
509 Possession Time (§ 2c), subject to the following leases or tenancies:

510
511

512 If Seller, after Closing, fails to deliver possession as specified, Seller shall be subject to eviction and
513 shall be additionally liable to Buyer for payment of \$ _____ per day (or any part of a day) from the
514 Possession Date and Possession Time (§ 2c) until possession is delivered.

515 Buyer Does Does Not represent that Buyer will occupy the Property as Buyer's principal
516 residence.

517 18. ASSIGNABILITY. This Contract Shall Shall Not be assignable by Buyer without Seller's
518 prior written consent. Except as so restricted, this Contract shall inure to the benefit of and be binding
519 upon the heirs, personal representatives, successors and assigns of the parties.

520 19. INSURANCE; CONDITION OF, DAMAGE TO PROPERTY AND INCLUSIONS. Except as
521 otherwise provided in this Contract, the Property, Inclusions or both shall be delivered in the condition
522 existing as of the date of this Contract, ordinary wear and tear excepted.

523 a. Casualty Insurance. In the event the Property or Inclusions shall be damaged by fire or other
524 casualty prior to Closing, in an amount of not more than ten percent of the total Purchase Price, Seller
525 shall be obligated to repair the same before Closing Date (§ 2c). In the event such damage is not
526 repaired within said time or if the damages exceed such sum, this Contract may be terminated at the
527 option of Buyer by delivering to Seller written notice of termination on or before Closing. Should Buyer
528 elect to carry out this Contract despite such damage, at Closing, Buyer shall be entitled to a credit for
529 all insurance proceeds that were received by Seller (but not the Association, if any) resulting from such
530 damage to the Property and Inclusions, plus the amount of any deductible provided for in such
531 insurance policy. Such credit shall not exceed the Purchase Price. In the event Seller has not received
532 such insurance proceeds prior to Closing, then Seller shall assign such proceeds, at Closing, plus credit

533 **Buyer the amount of any deductible provided for in such insurance policy, but not to exceed the total**
534 **Purchase Price.**

535 **b. Damage, Inclusions and Services.** Should any Inclusion or service (including systems and
536 **components of the Property, e.g. heating, plumbing, etc.) fail or be damaged between the date of this**
537 **Contract and Closing or possession, whichever shall be earlier, then Seller shall be liable for the repair**
538 **or replacement of such Inclusion or service with a unit of similar size, age and quality, or an equivalent**
539 **credit, but only to the extent that the maintenance or replacement of such Inclusion, service or fixture**
540 **is not the responsibility of the Association, if any, less any insurance proceeds received by Buyer**
541 **covering such repair or replacement. Seller and Buyer are aware of the existence of pre-owned home**
542 **warranty programs that may be purchased and may cover the repair or replacement of such**
543 **Inclusions. The risk of loss for damage to growing crops by fire or other casualty shall be borne by the**
544 **party entitled to the growing crops as provided in subsection 3a(7) and such party shall be entitled to**
545 **such insurance proceeds or benefits for the growing crops.**

546 **c. Walk-Through and Verification of Condition.** Buyer, upon reasonable notice, shall have the
547 **right to walk through the Property prior to Closing to verify that the physical condition of the Property**
548 **and Inclusions complies with this Contract.**

549 **20. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this document, Buyer and
550 **Seller acknowledge that the respective broker has advised that this document has important legal**
551 **consequences and has recommended the examination of title and consultation with legal and tax or**
552 **other counsel before signing this Contract.**

553 **21. TIME OF ESSENCE, DEFAULT AND REMEDIES.** Time is of the essence hereof. If any note or
554 **check received as Earnest Money hereunder or any other payment due hereunder is not paid, honored**
555 **or tendered when due, or if any obligation hereunder is not performed or waived as herein provided,**
556 **there shall be the following remedies:**

557 **a. If Buyer is in Default:**

558 **(1) Specific Performance.** Seller may elect to treat this Contract as canceled, in which case all
559 **Earnest Money (whether or not paid by Buyer) shall be forfeited by Buyer, paid to Seller and retained**
560 **by Seller; and Seller may recover such damages as may be proper; or Seller may elect to treat this**
561 **Contract as being in full force and effect and Seller shall have the right to specific performance or**
562 **damages, or both.**

563 **(2) Liquidated Damages.** All Earnest Money (whether or not paid by Buyer) shall be forfeited
564 **by Buyer, paid to Seller, and retained by Seller. Both parties shall thereafter be released from all**
565 **obligations hereunder. It is agreed that the Earnest Money specified in § 4 is LIQUIDATED**
566 **DAMAGES, and not a penalty, which amount the parties agree is fair and reasonable and (except as**
567 **provided in §§ 10e, 19, 21c, 22, 23), said forfeiture shall be SELLER'S SOLE AND ONLY REMEDY**
568 **for Buyer's failure to perform the obligations of this Contract. Seller expressly waives the remedies of**
569 **specific performance and additional damages.**

570 **b. If Seller is in Default:** Buyer may elect to treat this Contract as canceled, in which case all
571 **Earnest Money received hereunder shall be returned and Buyer may recover such damages as may be**
572 **proper, or Buyer may elect to treat this Contract as being in full force and effect and Buyer shall have**
573 **the right to specific performance or damages, or both.**

574 **c. Cost and Expenses.** In the event of any arbitration or litigation relating to this Contract, the
575 **arbitrator or court shall award to the prevailing party all reasonable costs and expenses, including**
576 **attorney and legal fees.**

577 **22. MEDIATION.** If a dispute arises relating to this Contract, prior to or after Closing, and is not
578 **resolved, the parties shall first proceed in good faith to submit the matter to mediation. Mediation is a**
579 **process in which the parties meet with an impartial person who helps to resolve the dispute informally**
580 **and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree**
581 **before any settlement is binding. The parties will jointly appoint an acceptable mediator and will share**

582 equally in the cost of such mediation. The mediation, unless otherwise agreed, shall terminate in the
583 event the entire dispute is not resolved within 30 calendar days of the date written notice requesting
584 mediation is delivered by one party to the other at the party's last known address. This section shall not
585 alter any date in this Contract, unless otherwise agreed.

586 **23. EARNEST MONEY DISPUTE.** Except as otherwise provided herein, Earnest Money Holder shall
587 release the Earnest Money as directed by written mutual instructions, signed by both Buyer and Seller.
588 In the event of any controversy regarding the Earnest Money (notwithstanding any termination of this
589 Contract), Earnest Money Holder shall not be required to take any action. Earnest Money Holder, at
590 its option and sole discretion, may (a) await any proceeding, (b) interplead all parties and deposit
591 Earnest Money into a court of competent jurisdiction and shall recover court costs and reasonable
592 attorney and legal fees, or (c) deliver written notice to Buyer and Seller that unless Earnest Money
593 Holder receives a copy of the Summons and Complaint or Claim (between Buyer and Seller),
594 containing the case number of the lawsuit (Lawsuit) within 120 calendar days of Earnest Money
595 Holder's written notice is delivered to the parties, Earnest Money Holder shall be authorized to return
596 the Earnest Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit,
597 and has not interpleaded the monies at the time of any Order, Earnest Money Holder shall disburse the
598 Earnest Money pursuant to the Order of the Court. The parties reaffirm the obligation of Mediation (§
599 22).

600 **24. TERMINATION.** In the event this Contract is terminated, all Earnest Money received hereunder
601 shall be returned and the parties shall be relieved of all obligations hereunder, subject to §§ 10e, 22 and
602 23.

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

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624 **26. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL.** This agreement constitutes the entire
625 Contract between the parties relating to the subject hereof, and any prior agreements pertaining
626 thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent
627 modification of any of the terms of this Contract shall be valid, binding upon the parties, or enforceable
628 unless made in writing and signed by the parties. Any obligation in this Contract that, by its terms, is
629 intended to be performed after termination or Closing shall survive the same.

630 **27. FORECLOSURE DISCLOSURE AND PROTECTION.** Seller acknowledges that, to Seller's
631 current actual knowledge, the Property IS IS NOT in foreclosure. In the event this transaction is
632 subject to the provisions of the Colorado Foreclosure Protection Act (the Act) (i.e., generally the Act
633 requires that the Property is residential, in foreclosure, and Buyer does not reside in it for at least 1
634 year), a different contract that complies with the provisions of the Act is required, and this Contract
635 shall be void and of no effect unless the Foreclosure Property Addendum is executed by all parties
636 concurrent with the signing of this Contract. The parties are further advised to consult with their own
637 attorney.

638 **28. NOTICE, DELIVERY, AND CHOICE OF LAW.**

639 a. **Physical Delivery.** Except for the notice requesting mediation described in § 22, delivered after
640 Closing, and except as provided in § 28b below, all notices must be in writing. Any notice to Buyer shall
641 be effective when received by Buyer or by Selling Brokerage Firm, and any notice to Seller shall be
642 effective when physically received by Seller or Listing Brokerage Firm.

643 b. **Electronic Delivery.** As an alternative to physical delivery, any signed document and written
644 notice may be delivered in electronic form by the following indicated methods only: Facsimile E-
645 mail No Electronic Delivery. Documents with original signatures shall be provided upon request of
646 any party.

647 c. **Choice of Law.** This Contract and all disputes arising hereunder shall be governed by and
648 construed in accordance with the laws of the State of Colorado that would be applicable to Colorado
649 residents who sign a contract in this state for property located in Colorado.

650 **29. NOTICE OF ACCEPTANCE, COUNTERPARTS.** This proposal shall expire unless accepted in
651 writing, by Buyer and Seller, as evidenced by their signatures below, and the offering party receives
652 notice of such acceptance pursuant to § 28 on or before Acceptance Deadline Date (§ 2c) and
653 Acceptance Deadline Time (§ 2c). If accepted, this document shall become a contract between Seller
654 and Buyer. A copy of this document may be executed by each party, separately, and when each party
655 has executed a copy thereof, such copies taken together shall be deemed to be a full and complete
656 contract between the parties.

657
658
659

Date: _____

Date: _____

Buyer

Buyer

Address: _____

Address: _____

—

Phone No.: _____

Phone No.: _____

—

Fax No.: _____

Fax No.: _____

—

Email Address: _____

Email Address: _____

660
661
662

[NOTE: If this offer is being countered or rejected, do not sign this document. Refer to § 30]

663

664

Date: _____

Date: _____

Seller

Seller

Address: _____

Address: _____

Phone No: _____

Phone No: _____

Fax No.: _____

Fax No.: _____

Email Address: _____

Email Address: _____

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30. COUNTER; REJECTION. This offer is Countered Rejected.

Initials only of party (Buyer or Seller) who countered or rejected offer _____

END OF CONTRACT

NOTE: Closing Instructions and Earnest Money Receipt should be signed on or before Title Deadline (§ 2c)

SELLING BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

(To be completed by Selling Broker)

Selling Broker Does Does Not acknowledge receipt of Earnest Money deposit specified in § 4 and, while not a party to the Contract, agrees to cooperate upon request with any mediation concluded under § 22.

Selling Broker is working with Buyer as a Buyer's Agent Transaction-Broker in this transaction.
 This is a Change of Status.

Seller IS IS NOT a customer working with Selling Broker as a Buyer's Agent.

Selling Brokerage Firm's compensation or commission is to be paid by Listing Brokerage Firm
 Buyer Other _____

Selling Brokerage Firm's

Name: _____

Date: _____

Broker

Address: _____

Phone No.: _____
Fax No.: _____
Email Address: _____

LISTING BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.
(To be completed by Listing Broker)

Listing Broker Does Does Not acknowledge receipt of Earnest Money deposit specified in § 4 and, while not a party to the Contract, agrees to cooperate upon request with any mediation concluded under § 22.

Listing Broker is working with the Seller as a Seller's Agent Transaction-Broker in this transaction. This is a Change of Status.

Buyer IS IS NOT a customer working with Listing Broker as a Seller's Agent.

Listing Brokerage Firm's compensation or commission is to be paid by Seller Buyer Other

Listing Brokerage Firm's

Name: _____

Date: _____

Broker

Address: _____

Phone No.: _____

Fax No.: _____

Email Address: _____