



RESIDENTIAL BROKERAGE

Independently Owned and Operated by NRT, LLC



The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (LC50-10-06) (Mandatory 1-07)

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 (ALL TYPES OF PROPERTIES)

SELLER AGENCY TRANSACTION-BROKERAGE

Date:

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

2. BROKER AND BROKERAGE FIRM.

- 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 with only one licensed natural person. References in this contract to Broker or Brokerage Firm mean both the licensed natural person and brokerage firm who shall serve as the broker of Seller and perform the services for Seller required by this contract.

3. DEFINED TERMS.

a. Seller:

b. Brokerage Firm: NRT Colorado, LLC, d/b/a Coldwell Banker Residential Brokerage.

c. Broker:

d. 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, all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded.

e. Sale. A Sale is the voluntary transfer or exchange of any interest in the Property or the voluntary creation

52 of the obligation to convey any interest in the Property, including a contract or lease. It also includes an agreement to  
53 transfer any ownership interest in an entity which owns the Property.

54 **f. Listing Period.** The Listing Period of this contract shall begin on \_\_\_\_\_, and shall  
55 continue through the earlier of (1) completion of the Sale of the Property or (2) \_\_\_\_\_. Broker shall  
56 continue to assist in the completion of any transaction for which compensation is payable to Brokerage Firm under §16 of  
57 this contract.

58 **g. Applicability of Terms.** A check or similar mark in a box means that such provision is applicable.  
59 The abbreviation "N/A" or the word "Deleted" means not applicable. The abbreviation "MEC" (mutual execution of this  
60 contract) means the latest date upon which the parties have signed this contract.  
61

62 **4. BROKERAGE SERVICES AND DUTIES.** Brokerage Firm, acting through Broker, shall provide brokerage  
63 services to Seller. Broker, acting as either a Transaction-Broker or a Seller's Agent, shall perform the following

64 **Uniform Duties** when working with Seller:

- 65 **a.** Broker shall exercise reasonable skill and care for Seller, including, but not limited to the following:
- 66 (1) Performing the terms of any written or oral agreement with Seller;
  - 67 (2) Presenting all offers to and from Seller in a timely manner regardless of whether the Property is  
68 subject to a contract for Sale;
  - 69 (3) Disclosing to Seller adverse material facts actually known by Broker;
  - 70 (4) Advising Seller regarding the transaction and to obtain expert advice as to material matters about  
71 which Broker knows but the specifics of which are beyond the expertise of Broker;
  - 72 (5) Accounting in a timely manner for all money and property received; and
  - 73 (6) Keeping Seller fully informed regarding the transaction.
- 74 **b.** Broker shall not disclose the following information without the informed consent of Seller:
- 75 (1) That Seller is willing to accept less than the asking price for the Property;
  - 76 (2) What the motivating factors are for Seller to sell the Property;
  - 77 (3) That Seller will agree to financing terms other than those offered;
  - 78 (4) Any material information about Seller unless disclosure is required by law or failure to disclose  
79 such information would constitute fraud or dishonest dealing; or
  - 80 (5) Any facts or suspicions regarding circumstances that could psychologically impact or stigmatize the  
81 Property.
- 82 **c.** Seller consents to Broker's disclosure of Seller's confidential information to the supervising broker or  
83 designee for the purpose of proper supervision, provided such supervising broker or designee shall not further disclose  
84 such information without consent of Seller, or use such information to the detriment of Seller.
- 85 **d.** Brokerage Firm may have agreements with other sellers to market and sell their property. Broker may show  
86 alternative properties not owned by Seller to other prospective buyers and list competing properties for sale.
- 87 **e.** Broker shall not be obligated to seek additional offers to purchase the Property while the Property is subject  
88 to a contract for Sale.
- 89 **f.** Broker has no duty to conduct an independent inspection of the Property for the benefit of a buyer  
90 and has no duty to independently verify the accuracy or completeness of statements made by Seller or independent  
91 inspectors. Broker has no duty to conduct an independent investigation of a buyer's financial condition or to verify the  
92 accuracy or completeness of any statement made by a buyer.
- 93 **g.** Seller shall not be liable for the acts of Broker unless such acts are approved, directed or ratified by the Seller.  
94

95 **5. ADDITIONAL DUTIES OF SELLER'S AGENT.** If the Seller Agency box at the top of page 1 is checked, Broker is  
96 a limited agent of Seller (Seller's Agent), with the following additional duties:

- 97 **a.** Promoting the interests of Seller with the utmost good faith, loyalty and fidelity.
- 98 **b.** Seeking a price and terms that are acceptable to Seller.
- 99 **c.** Counseling Seller as to any material benefits or risks of a transaction that are actually known by Broker.  
100

101 **6. BROKERAGE RELATIONSHIP.**

102 **a.** If the Seller Agency box at the top of page 1 is checked, Broker shall represent Seller as a Seller's Agent.  
103 If the Transaction-Brokerage box at the top of page 1 is checked, Broker shall act as a Transaction-Broker.

104 **b. In-Company Transaction - Different Brokers.** When Seller and buyer in a transaction are working  
105 with different brokers, those brokers continue to conduct themselves consistent with the brokerage relationships they  
106 have established. Seller acknowledges that Brokerage Firm is allowed to offer and pay compensation to brokers within  
107 Brokerage Firm working with a buyer.

108 **c. In-Company Transaction - One Broker.** If Seller and buyer are both working with the same broker,  
109 Broker shall function as:

110 (1) **SELLER'S AGENT.** If the Seller Agency box at the top of page 1 is checked, the parties agree the  
111 following applies:

112 **Check One Box Only**

113 ~~(a) Seller Agency. If this box is checked, Broker shall represent Seller as Seller's agent and shall treat the~~  
114 ~~buyer as a customer. A customer is a party to a transaction with whom Broker has no brokerage relationship. Broker~~  
115 ~~shall disclose to such customer Broker's relationship with Seller.~~  
116

117 **(b) Seller Agency Unless Brokerage Relationship with Both.** If this box is checked, Broker shall  
118 represent Seller as Seller's Agent and shall treat the buyer as a customer, unless Broker currently has or enters into an  
119 agency or Transaction-Brokerage relationship with the buyer, in which case Broker shall act as a Transaction-Broker,  
120 performing the duties described in § 4 and facilitating sales transactions without being an advocate or agent for  
121 either party.

122 **(2) TRANSACTION-BROKER.** If the Transaction-Brokerage box at the top of page 1 is checked, or in  
123 the event neither box is checked, Broker shall work with Seller as a Transaction-Broker. If Seller and buyer are working  
124 with the same broker, Broker shall continue to function as a Transaction-Broker.

125 **7. SELLER'S OBLIGATIONS TO BROKER.**

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

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

131 **c. Ownership of Materials and Consent.** Seller represents that all materials (including all photographs,  
132 renderings, images or other creative items) supplied to Broker by or on behalf of Seller are owned by Seller, except as  
133 Seller has disclosed in writing to Broker. Seller is authorized to and grants to Broker, Brokerage Firm and any multiple  
134 listing service (that Broker submits the Property to) a nonexclusive irrevocable, royalty-free license to use such material  
135 for marketing of the Property, reporting as required and the publishing, display and reproduction of such material,  
136 compilation and data. This license shall survive the termination of this contract.

137 **d. Residential Foreclosure Disclosure and Consent.** If the Property is residential, is in foreclosure, and  
138 Buyer will not live in the Property for at least 1 year, the terms of the Foreclosure Protection Act (Act) may apply. Upon  
139 Seller becoming aware that the Property is in foreclosure, Seller must notify Listing Broker of such fact. The Act requires  
140 that special provisions must be included in the Contract to Buy and Sell Real Estate. Therefore, if the Act applies, Seller  
141 agrees, unless Seller and buyer enter into the Foreclosure Property Addendum concurrent with the Contract to Buy and  
142 Sell Real Estate, Broker is **not** obligated to prepare any contract for the sale of the Property and Seller will employ and  
143 pay for an attorney to prepare such contract. Seller also consents that Broker is authorized to disclose to other brokers  
144 and prospective buyers that the Property is in foreclosure. Broker  **IS**  **IS NOT** authorized to disclose, in any  
145 multiple listing service in which the Property is submitted, that the Property is in foreclosure.

146  
147 **8. PRICE AND TERMS.**

148 **a. Price:** U.S. \$ \_\_\_\_\_

149 **b. Terms:**  **Cash**  **Conventional**  **FHA**  **VA**  
150  **Other:** \_\_\_\_\_

151  
152 **c. Loan Discount Points.** \_\_\_\_\_

153  
154 **d. Buyer's Closing Costs (FHA/VA).** Seller shall pay closing costs and fees, not to exceed \$ \_\_\_\_\_ ,  
155 that Buyer is not allowed by law to pay, for tax service and

156  
157 **e. Earnest Money.** Minimum amount of earnest money deposit U.S. \$ \_\_\_\_\_  
158 in the form of \_\_\_\_\_ .

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

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

166  
167 **9. DEPOSITS.** Brokerage Firm is authorized to accept earnest money deposits received by Broker pursuant to a  
168 proposed Sale contract. Brokerage Firm is authorized to deliver the earnest money deposit to the closing agent, if any, at or  
169 before the closing of the Sale contract.

170  
171 **10. INCLUSIONS AND EXCLUSIONS.**

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

173 **(1) Fixtures.** If attached to the Property on the date of this contract, lighting, heating, plumbing,

174 ventilating, and air conditioning fixtures, TV antennas, inside telephone wiring and connecting blocks/jacks, plants, mirrors,  
175 floor coverings, intercom systems, built-in kitchen appliances, sprinkler systems and controls, built-in vacuum systems  
176 (including accessories), garage door openers including \_\_\_\_\_ remote controls; and

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

183 \_\_\_\_\_  
184 The Personal Property to be conveyed at closing shall be conveyed, by Seller, free and clear of all taxes (except  
185 personal property taxes for the year of closing), liens and encumbrances, except

186 \_\_\_\_\_  
187 Conveyance shall be by bill of sale or other applicable legal instrument.

188 **(3) Trade Fixtures.** The following trade fixtures:  
189 \_\_\_\_\_

190 The Trade Fixtures to be conveyed at closing shall be conveyed by Seller, free and clear of all taxes (except  
191 personal property taxes for the year of closing), liens and encumbrances, except

192 \_\_\_\_\_  
193 Conveyance shall be by bill of sale or other applicable legal instrument.

194 **(4) Parking and Storage Facilities.**  **Use Only**  **Ownership** of the following parking facilities;  
195 \_\_\_\_\_  
196 and  **Use Only**  **Ownership** of the following storage facilities:

197 \_\_\_\_\_  
198 **(5) Water Rights.** The following legally described water rights:  
199 \_\_\_\_\_

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

202 **(6) Growing Crops:** The following growing crops:  
203 \_\_\_\_\_

204 **b. Exclusions.** The following are excluded:  
205 \_\_\_\_\_  
206 \_\_\_\_\_

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

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

217 The Property is subject to the following leases and tenancies:  
218 \_\_\_\_\_

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

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

225 \_\_\_\_\_  
226 **13. ASSOCIATION ASSESSMENTS.** Seller represents that the amount of the regular owners' association assessment  
227 is currently payable at \$ \_\_\_\_\_ per \_\_\_\_\_ and that there are no unpaid regular or special  
228 assessments against the Property except the current regular assessments and except  
229 \_\_\_\_\_

230 Seller agrees to promptly request the owners' association to deliver to buyer before date of closing a current statement of  
231 assessments against the Property.  
232 \_\_\_\_\_

233 14. **POSSESSION.** Possession of the Property shall be delivered to buyer as follows:

234  
235 subject to leases and tenancies as described in §11.  
236

237 15. **MATERIAL DEFECTS, DISCLOSURES AND INSPECTION.**

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

245 b. **Seller's Obligations.**

246 (1) **Seller's Property Disclosure Form.** A seller is not required by law to provide a written disclosure  
247 of adverse matters regarding the Property. However, disclosure of known material latent (not obvious) defects is  
248 required by law. Seller  **Agrees**  **Does Not Agree** to provide a Seller's Property Disclosure form completed to the  
249 best of Seller's current, actual knowledge.

250 (2) **Lead-Based Paint.** Unless exempt, if the improvements on the Property include one or more  
251 residential dwellings for which a building permit was issued prior to January 1, 1978, a completed Lead-Based  
252 Paint Disclosure (Sales) form must be signed by Seller the real estate licensees, and given to any potential  
253 buyer in a timely manner.  
254

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

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

260 (1) **Sale Commission.** (a) N/A % of the gross purchase price in U.S. dollars, or  
261 (b) \_\_\_\_\_ % of the gross sales price plus \$199.

262 (2) **Lease Commission.** (a) N/A % of the gross rent under the lease in U.S. dollars, or  
263 (b) \_\_\_\_\_ % of the gross rent plus \$199.

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

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

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

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

273 c. **When Applicable and Payable.** The commission obligation shall apply to a Sale made during the Listing  
274 Period or any extension of such original or extended term. The commission described in subsection  
275 16a(1) shall be payable at the time of the closing of the Sale as contemplated by subsection 16b(1) or 16b(3),  
276 or upon fulfillment of subsection 16b(2) where either the offer made by such buyer is defeated by Seller or by the refusal or  
277 neglect of Seller to consummate the Sale as agreed upon.

278 d. **Lease and Lease Option Commissions.** If the transaction consists of a lease or a lease and right to  
279 purchase the Property, the commission relating to the lease shall be as provided in subsection 16a(2), payable as follows:

280  
281 e. **Other Compensation.**  
282

283  
284 17. **LIMITATION ON THIRD-PARTY COMPENSATION.** Neither Broker nor the Brokerage Firm, except as set  
285 forth in § 16, shall accept compensation from any other person or entity in connection with the Property without the written  
286 consent of Seller. Additionally, neither Broker nor Brokerage Firm shall assess or receive mark-ups or other  
287 compensation for services performed by any third party or affiliated business entity unless Seller signs a separate written  
288 consent.  
289

290 18. **OTHER BROKERS' ASSISTANCE, MULTIPLE LISTING SERVICE AND MARKETING.** Seller has been  
291 advised by Broker of the advantages and disadvantages of various marketing methods, the use of multiple listing  
292 services and various methods of making the Property accessible by other brokerage firms (e.g., using lock boxes, by-  
293 appointment-only showings, etc.), and whether some methods may limit the ability of another broker to show the

294 Property. After having been so advised, Seller has chosen the following (check all that apply):

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

299 \_\_\_\_\_  
300 Seller further authorizes use of the data by multiple listing services and property information exchanges, if any.  
301 Access to the Property by other brokerage firms may be by:

- 302  **Lock Box**
- 303  \_\_\_\_\_

304 Other instructions:  
305 \_\_\_\_\_

- 306 b. Broker shall seek assistance from, and Brokerage Firm offers compensation to, the following brokers outside
- 307 of Brokerage Firm:
- 308  **Buyer Agents:** \_\_\_\_\_ % of the gross sales price in U.S. dollars.
- 309  **Transaction-Brokers:** \_\_\_\_\_ % of the gross sales price in U.S. dollars.

310  
311 **19. FORFEITURE OF PAYMENTS.** In the event of a forfeiture of payments made by a buyer, the sums received  
312 shall be divided between Brokerage Firm and Seller, one-half thereof to Brokerage Firm but not to exceed the Brokerage  
313 Firm compensation agreed upon herein, and the balance to Seller. Any forfeiture of payment under this section shall not  
314 reduce any Brokerage Firm compensation under §16.  
315

316 **20. COST OF SERVICES AND REIMBURSEMENT.** Unless otherwise agreed upon in writing, Brokerage Firm shall  
317 bear all expenses incurred by Brokerage Firm, if any, to market the Property and to compensate cooperating brokerage firms,  
318 if any. Neither Broker nor Brokerage Firm shall obtain or order any other products or services unless Seller agrees in writing  
319 to pay for them promptly when due (examples: surveys, radon tests, soil tests, title reports, engineering studies). Unless  
320 otherwise agreed, neither Broker nor Brokerage Firm shall be obligated to advance funds for the benefit of Seller in order  
321 to complete a closing. Seller shall reimburse Brokerage Firm for payments made by Brokerage Firm for such products or  
322 services authorized by Seller.  
323

324 **21. MAINTENANCE OF THE PROPERTY.** Neither Broker nor Brokerage Firm shall be responsible for maintenance  
325 of the Property nor shall they be liable for damage of any kind occurring to the Property, unless such damage shall be caused  
326 by their negligence or intentional misconduct.  
327

328 **22. NONDISCRIMINATION.** The parties agree not to discriminate unlawfully against any prospective buyer  
329 because of the race, creed, color, sex, marital status, national origin, familial status, physical or mental handicap, religion  
330 or ancestry of such person.  
331

332 **23. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this document, Seller acknowledges that  
333 Broker has advised that this document has important legal consequences and has recommended consultation with legal and  
334 tax or other counsel before signing this contract.  
335

336 **24. MEDIATION.** If a dispute arises relating to this contract, prior to or after closing, and is not resolved, the  
337 parties shall first proceed in good faith to submit the matter to mediation. Mediation is a process in which the parties  
338 meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose  
339 binding decisions. The parties to the dispute must agree before any settlement is binding. The parties will jointly appoint  
340 an acceptable mediator and will share equally in the cost of such mediation. The mediation, unless otherwise agreed,  
341 shall terminate in the event the entire dispute is not resolved within 30 calendar days of the date written notice requesting  
342 mediation is delivered by one party to the other at the party's last known address.  
343

344 **25. ATTORNEY FEES.** In the event of any arbitration or litigation relating to this contract, the arbitrator or court  
345 shall award to the prevailing party all reasonable costs and expenses, including attorney and legal fees.  
346

347 **26. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado  
348 Real Estate Commission.)  
349

350 A. **CONDEMNATION OR GOVERNMENT TAKING.** *A voluntary transfer under this Agreement is agreed by the parties*  
351 *to include a condemnation or other governmental taking. Seller agrees to pay Broker the commission referenced in this*  
352 *Agreement if the Property is taken or condemned.*  
353

354 B. **POSSESSION OF THE PROPERTY.** *Seller acknowledges that Seller has been made aware that the traditional*

355 practice in Colorado is that possession of the Property is often maintained by Seller for one or more days after closing  
356 in order to permit Seller to move out of the Property. Seller must, however, negotiate the length of time, if any, that Seller  
357 desires to retain possession of the Property after closing with the Buyer as part of the contract negotiation process.  
358 Seller is advised to seek expert advice regarding insurance and other matters relating to Seller maintaining possession  
359 after closing.  
360

361 **C. AFFILIATED BUSINESS RELATIONSHIPS.**

362 Seller has received the Affiliated Business Arrangement Disclosure Statement from Broker and has signed that document.  
363

- 364 1. Broker has made Seller aware that Broker offers homeowner's warranty programs through an affiliate. Seller has  
365 elected to  obtain  not obtain the Coldwell Banker Home Protection Plan provided by American Home Shield  
366 Corporation.  
367
- 368 2. Broker has made Seller aware that Broker offers title insurance and settlement services through an affiliate. Seller  
369 has elected to  obtain  not obtain title insurance and settlement services from Guardian Title Agency, LLC.  
370

371 AGREED this \_\_\_\_\_ day of \_\_\_\_\_ .  
372

373  
374 **27. ATTACHMENTS.** The following are a part of this contract:  
375

376  
377 **28. NO OTHER PARTY OR INTENDED BENEFICIARIES.** Nothing in this contract shall be deemed to inure to the  
378 benefit of any person other than Seller, Broker and Brokerage Firm.  
379

380 **29. NOTICE, DELIVERY AND CHOICE OF LAW.**

381 a. **Physical Delivery.** Except as provided in § 29b below, any notice to the other party to this contract must  
382 be in writing, and is effective upon physical receipt.

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

386 c. **Choice of Law.** This contract and all disputes arising hereunder shall be governed by and construed in  
387 accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in  
388 this state for property located in Colorado.  
389

390 **30. MODIFICATION OF THIS LISTING CONTRACT.** No subsequent modification of any of the terms of this  
391 contract shall be valid, binding upon the parties, or enforceable unless made in writing and signed by the parties.  
392

393 **31. COUNTERPARTS.** If more than one person is named as a Seller herein, this contract may be executed  
394 by each Seller, separately, and when so executed, such copies taken together with one executed by Broker on behalf of  
395 Brokerage Firm shall be deemed to be a full and complete contract between the parties.  
396

397 **32. ENTIRE AGREEMENT.** This agreement constitutes the entire contract between the parties, and any prior agreements,  
398 whether oral or written, have been merged and integrated into this contract.  
399

400 **33. COPY OF CONTRACT.** Seller acknowledges receipt of a copy of this contract signed by Broker, including all  
401 attachments.  
402

403 Brokerage Firm authorizes Broker to execute this contract on behalf of Brokerage Firm.  
404

SELLER \_\_\_\_\_ DATE \_\_\_\_\_

405 Seller's Email Address: \_\_\_\_\_

406  
407 Broker's Name: \_\_\_\_\_

PREPARED BY: Doug Hutchins, CRS, GRI, MBA

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

409 Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

410 Email Address: \_\_\_\_\_

411

Brokerage Firm's Name:

Coldwell Banker Residential Brokerage  
Doug Hutchins  
9088 Ridgeline Blvd.  
Suite 200  
Highlands Ranch, CO 80129  
Phone: 303-886-3437, Fax: 303-496-0777

By: \_\_\_\_\_

Signature      Doug Hutchins

Date

412 Email Address: \_\_\_\_\_

**PREPARED BY: Doug Hutchins, CRS, GRI, MBA**

LC50-10-06. EXCLUSIVE RIGHT-TO-SELL LISTING CONTRACT (All Types of Properties). Coldwell Banker Residential Brokerage  
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