



RESIDENTIAL BROKERAGE
Independently Owned and Operated by NRT, LLC



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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: _____

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.

2.1. Buyer. Buyer,

will take title to the real property described below as **Joint Tenants** **Tenants In Common** **Other**

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

known as No. _____

_____ 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.

2.3. Dates and Deadlines.

Item No.	Reference	Event	Date or Deadline
1	§ 4.2.1	Alternative Earnest Money Deadline	
2	§ 5.1	Loan Application Deadline	
3	§ 5.2	Loan Conditions Deadline	
4	§ 5.3	Buyer's Credit Information Deadline	
5	§ 5.3	Disapproval of Buyer's Credit Information Deadline	
6	§ 5.4	Existing Loan Documents Deadline	
7	§ 5.4	Existing Loan Documents Objection Deadline	
8	§ 5.4	Loan Transfer Approval Deadline	
9	§ 6.2.2	Appraisal Deadline	
10	§ 6.2.2	Appraisal Objection Deadline	
11	§ 7.1	Title Deadline	
12	§ 8.1	Title Objection Deadline	
13	§ 7.3	Survey Deadline	
14	§ 8.3.2	Survey Objection Deadline	
15	§ 7.2	Document Request Deadline	
16	§ 7.4.4	CIC Documents Deadline	

PREPARED BY: Doug Hutchins, CRS, GRI, MBA

CBS1-11-08, Contract to Buy and Sell Real Estate (All Types of Properties). Coldwell Banker Residential Brokerage

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Buyer(s) _____

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17	§ 7.4.5	CIC Documents Objection Deadline	
18	§ 8.2	Off-Record Matters Deadline	
19	§ 8.2	Off-Record Matters Objection Deadline	
20	§ 8.6	Right Of First Refusal Deadline	
21	§ 10.1	Seller's Property Disclosure Deadline	
22	§ 10.2	Inspection Objection Deadline	
23	§ 10.3	Inspection Resolution Deadline	
24	§ 10.5	Property Insurance Objection Deadline	
25	§ 12	Closing Date	
26	§ 17	Possession Date	
27	§ 17	Possession Time	
28	§ 31	Acceptance Deadline Date	
29	§ 31	Acceptance Deadline Time	

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2.4. 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** (§ 2.3), 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 date upon which both parties have signed this contract.

2.5 Day; Computation of Period of Days, Deadline.

2.5.1. Day. As used in this Contract, the term "day" shall mean the entire day ending at 11:59 p.m., United States Mountain Time (Standard or Daylight Savings as applicable).

2.5.2. Computation of Period of Days, Deadline. In computing a period of days, when the ending date is not specified, the first day is excluded and the last day is included, e.g. three days after MEC. In the event any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such deadline **Shall** **Shall Not** be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be checked, the deadline shall not be extended.

3. INCLUSIONS AND EXCLUSIONS.

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

3.1.1. Fixtures. If attached to the Property on the date of this Contract, lighting, heating, plumbing, ventilating, and air conditioning fixtures, TV antennas, inside telephone, network and coaxial (cable) 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

3.1.2. 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).

3.1.3. 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

Conveyance shall be by bill of sale or other applicable legal instrument.

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

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.

3.1.5. Parking and Storage Facilities. **Use Only** **Ownership** of the following parking facilities: _____ ;

and Use Only Ownership of the following storage facilities:

3.1.6. Water Rights. The following legally described water rights:

Any water rights shall be conveyed by _____ Deed Other applicable legal instrument. If any water well is to be transferred to Buyer, Seller agrees to supply required information about such well to Buyer. Buyer understands that if the well to be transferred is a Small Capacity Well or a Domestic Exempt Water Well used for ordinary household purposes, Buyer shall, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer shall complete a registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in connection with the transaction, Buyer shall file the form with the Division within sixty days after Closing. The Well Permit # is _____.

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

3.2. Exclusions. The following items are excluded:

4. PURCHASE PRICE AND TERMS.

4.1. 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	§ 4.1	Purchase Price	\$	
2	§ 4.2	Earnest Money		\$
3	§ 4.5	New Loan		
4	§ 4.6	Assumption Balance		
5	§ 4.7	Seller or Private Financing		
6				
7				
8	§ 4.3	Cash at Closing		
9		TOTAL	\$	\$

4.2. 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 (§ 2.3) for its payment. If Earnest Money Holder is other than the Brokerage Firm identified in § 33 or § 34 below, Closing Instructions signed by Buyer, Seller and Earnest Money Holder must be obtained on or before delivery of Earnest Money to Earnest Money Holder. The parties authorize delivery of the Earnest Money deposit to the company conducting the Closing (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.

4.2.1. Alternative Earnest Money Deadline. The deadline for delivering the Earnest Money, if other than at the time of tender of the Contract is as set forth as the Alternative Earnest Money Deadline (§ 2.3).

4.3. Cash at Closing. All amounts payable by the parties, at Closing, including Cash at Closing and closing costs, shall be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified check, savings and loan teller's check and cashier's check (Good Funds). All required Cash at Closing shall be paid to allow disbursement by Closing Company at the time of Closing OR SUCH PARTY SHALL BE IN DEFAULT. Buyer represents that Buyer, as of the date of this Contract, Does Does Not have funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at Closing in § 4.1.

4.4. Seller Concession. Seller, at Closing, shall pay or credit, as directed by Buyer, a total amount of \$_____ to assist with Buyer's closing costs, loan discount points, loan origination fees, prepaid items (including any amounts that Seller agrees to pay because Buyer is not allowed to pay due to FHA, CHFA, VA, etc.), and any other fee, cost, charge, expense or expenditure related to Buyer's New Loan or other allowable Seller concession (collectively, Seller Concession). The Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer elsewhere in this Contract. If the amount of Seller Concession exceeds the aggregate of what is allowed, Seller shall not pay or be charged such excess amount.

- 108 **4.5. New Loan.**
- 109 **4.5.1. Buyer to Pay Loan Costs.** Buyer, except as provided in § 4.4, if applicable, shall timely pay Buyer's loan costs, loan
- 110 discount points, prepaid items and loan origination fees, as required by lender.
- 111 **4.5.2. Buyer May Select Financing.** Buyer may select financing appropriate and acceptable to Buyer, including a different
- 112 loan than initially sought, except as restricted in § 4.5.3 or § 25, Additional Provisions.
- 113 **4.5.3. Loan Limitations.** Buyer may purchase the Property using any of the following types of loan: **Conventional**
- 114 **FHA** **VA** **Bond** **Other** _____ .
- 115 **4.5.4. Good Faith Estimate - Monthly Payment and Loan Costs.** Buyer is advised to review the terms, conditions and
- 116 costs of Buyer's New Loan carefully. If Buyer is applying for a residential loan, the lender generally must provide Buyer
- 117 with a good faith estimate of Buyer's closing costs within three days after Buyer completes a loan application. Buyer should
- 118 also obtain an estimate of the amount of Buyer's monthly mortgage payment. If the New Loan is unsatisfactory to Buyer,
- 119 then Buyer may terminate this Contract pursuant to § 5.2 no later than **Loan Conditions Deadline** (§ 2.3).
- 120 **4.6. Assumption.** [Omitted - Not Applicable]
- 121 **4.7. Seller or Private Financing.** [Omitted - Not Applicable]
- 122 **5. FINANCING CONDITIONS AND OBLIGATIONS.**
- 123 **5.1. Loan Application.** If Buyer is to pay all or part of the Purchase Price by obtaining one or more new loans (New Loan), or
- 124 if an existing loan is not to be released at Closing, Buyer, if required by such lender, shall make a verifiable application by
- 125 **Loan Application Deadline** (§ 2.3).
- 126 **5.2. Loan Conditions.** If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is conditional upon
- 127 Buyer determining, in Buyer's subjective discretion, whether the New Loan is satisfactory to Buyer, including its availability,
- 128 payments, interest rate, terms, conditions, and cost of such New Loan. This condition is for the benefit of Buyer. If such New
- 129 Loan is not satisfactory to Buyer, Seller must receive written notice to terminate from Buyer, no later than **Loan Conditions**
- 130 **Deadline** (§ 2.3), at which time this Contract shall terminate. **IF SELLER DOES NOT TIMELY RECEIVE WRITTEN**
- 131 **NOTICE TO TERMINATE, THIS CONDITION SHALL BE DEEMED WAIVED, AND BUYER'S EARNEST**
- 132 **MONEY SHALL BE NONREFUNDABLE, EXCEPT AS OTHERWISE PROVIDED IN THIS CONTRACT.**
- 133 (e.g., Appraisal, Title, Survey).
- 134 **5.3. Credit Information and Buyer's New Senior Loan.** [Omitted - Not Applicable]
- 135 **5.4. Existing Loan Review.** [Omitted - Not Applicable]
- 136 **6. APPRAISAL PROVISIONS.**
- 137 **6.1. Property Approval.** If the lender imposes any requirements or repairs (Requirements) to be made to the Property (e.g., roof
- 138 repair, repainting), beyond those matters already agreed to by Seller in this Contract, Seller may terminate this Contract
- 139 (notwithstanding § 10 of this Contract) by written notice to Buyer on or before three days following Seller's receipt of the
- 140 Requirements. Seller's right to terminate in this § 6.1 shall not apply if on or before any termination by Seller pursuant to this
- 141 § 6.1: (1) the parties enter into a written agreement regarding the Requirements; or (2) the Requirements are completed by Seller;
- 142 or (3) the satisfaction of the Requirements is waived in writing by Buyer.
- 143 **6.2. Appraisal Condition.**
- 144 **6.2.1. Not Applicable.** This § 6.2 shall not apply.
- 145 **6.2.2. Conventional/Other.** Buyer shall have the sole option and election to terminate this Contract if the Purchase Price
- 146 exceeds the Property's valuation determined by an appraiser engaged by _____ .
- 147 The appraisal shall be received by Buyer or Buyer's lender on or before **Appraisal Deadline** (§ 2.3). This Contract shall
- 148 terminate by Buyer delivering to Seller written notice of termination and either a copy of such appraisal or written notice
- 149 from lender that confirms the Property's valuation is less than the Purchase Price, received by Seller on or before **Appraisal**
- 150 **Objection Deadline** (§ 2.3). If Seller does not receive such written notice of termination on or before **Appraisal**
- 151 **Objection Deadline** (§ 2.3), Buyer waives any right to terminate under this section.
- 152 **6.2.3. FHA.** It is expressly agreed that notwithstanding any other provisions of this Contract, the Purchaser (Buyer) shall
- 153 not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of Earnest
- 154 Money deposits or otherwise unless the Purchaser (Buyer) has been given in accordance with HUD/FHA or VA requirements
- 155 a written statement issued by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement
- 156 lender, setting forth the appraised value of the Property of not less than \$ _____. The Purchaser (Buyer) shall
- 157 have the privilege and option of proceeding with consummation of the Contract without regard to the amount of the appraised
- 158 valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban
- 159 Development will insure. HUD does not warrant the value nor the condition of the Property. The Purchaser (Buyer) should
- 160 satisfy himself/herself that the price and condition of the Property are acceptable.
- 161 **6.2.4. VA.** It is expressly agreed that, notwithstanding any other provisions of this Contract, the purchaser (Buyer) shall
- 162 not incur any penalty by forfeiture of Earnest Money or otherwise or be obligated to complete the purchase of the Property
- 163 described herein, if the Contract Purchase Price or cost exceeds the reasonable value of the Property established by the
- 164 Department of Veterans Affairs. The purchaser (Buyer) shall, however, have the privilege and option of proceeding with the
- 165 consummation of this Contract without regard to the amount of the reasonable value established by the Department of
- 166 Veterans Affairs.
- 167 **6.3. Cost of Appraisal.** Cost of any appraisal to be obtained after the date of this Contract shall be timely paid by
- 168 **Buyer** **Seller.**

169 **7. EVIDENCE OF TITLE, SURVEY AND CIC DOCUMENTS.**

170 **7.1. Evidence of Title.** On or before **Title Deadline** (§ 2.3), Seller shall cause to be furnished to Buyer, at Seller's expense, a
171 current commitment for owner's title insurance policy (Title Commitment) in an amount equal to the Purchase Price, or if this
172 box is checked, **An Abstract** of title certified to a current date. If title insurance is furnished, Seller shall also deliver to
173 Buyer copies of any abstracts of title covering all or any portion of the Property (Abstract) in Seller's possession. At Seller's
174 expense, Seller shall cause the title insurance policy to be issued and delivered to Buyer as soon as practicable at or after
175 Closing. The title insurance commitment **Shall** **Shall Not** commit to delete or insure over the standard exceptions
176 which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) any unrecorded mechanic's liens,
177 (5) gap period (effective date of commitment to date deed is recorded), and (6) unpaid taxes, assessments and unredeemed tax
178 sales prior to the year of Closing.

179 Any additional premium expense to obtain this additional coverage shall be paid by **Buyer** **Seller.**

180 Note: The title insurance company may not agree to delete or insure over any or all of the standard exceptions. Buyer shall have
181 the right to review the Title Commitment. If the Title Commitment or its provisions are not satisfactory to Buyer, Buyer may
182 exercise Buyer's rights pursuant to § 8.1.

183 **7.2. Copies of Exceptions.** On or before **Title Deadline** (§ 2.3), Seller, at Seller's expense, shall furnish to Buyer and
184 _____, (1) copies of any
185 plats, declarations, covenants, conditions and restrictions burdening the Property, and (2) if a Title Commitment is required to be
186 furnished, and if this box is checked **Copies of any Other Documents** (or, if illegible, summaries of such documents) listed
187 in the schedule of exceptions (Exceptions). Even if the box is not checked, Seller shall have the obligation to furnish these
188 documents pursuant to this section if requested by Buyer any time on or before **Document Request Deadline** (§ 2.3). This
189 requirement shall pertain only to documents as shown of record in the offices of the clerk and recorder in the county where the
190 Property is located. The abstract or Title Commitment, together with any copies or summaries of such documents furnished
191 pursuant to this section, constitute the title documents (Title Documents).

192 **7.3. Survey.** On or before **Survey Deadline** (§ 2.3) **Seller** **Buyer** shall order and cause Buyer (and the issuer of the
193 Title Commitment or the provider of the opinion of title if an abstract) to receive a current **Improvement Survey Plat**
194 **Improvement Location Certificate** _____

195 (the description checked is known as Survey). An amount not to exceed \$ _____ for Survey shall be paid by
196 **Buyer** **Seller.** If the cost exceeds this amount, **Buyer** **Seller** shall pay the excess on or before Closing. Buyer
197 shall not be obligated to pay the excess unless Buyer is informed of the cost and delivers to Seller, before Survey is ordered,
198 Buyer's written agreement to pay the required amount to be paid by Buyer.

199 **7.4. Common Interest Community Documents.** The term CIC Documents consists of all owners' associations (Association)
200 declarations, bylaws, operating agreement, rules and regulations, party wall agreements, minutes of most recent annual owners'
201 meeting and minutes of any directors' or managers' meetings during the six-month period immediately preceding the date of this
202 Contract, if any (Governing Documents), most recent financial documents consisting of (1) annual balance sheet, (2) annual
203 income and expenditures statement, and (3) annual budget (Financial Documents), if any (collectively CIC Documents).

204 **7.4.1. Not Applicable.** This § 7.4 shall not apply.

205 **7.4.2. Common Interest Community Disclosure.** THE PROPERTY IS LOCATED WITHIN A COMMON INTEREST
206 COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR SUCH COMMUNITY. THE OWNER OF THE
207 PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNER'S ASSOCIATION FOR THE COMMUNITY
208 AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION. THE
209 DECLARATION, BYLAWS, AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL OBLIGATIONS
210 UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS OF THE
211 ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD PLACE A
212 LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS, AND
213 RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING CHANGES
214 TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A COMMITTEE
215 OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF PROPERTY WITHIN
216 THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL OBLIGATIONS OF
217 MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE DECLARATION FOR
218 THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION.

219 **7.4.3. Not Conditional on Review.** Buyer acknowledges that Buyer has received a copy of the CIC Documents. Buyer has
220 reviewed them, agrees to accept the benefits, obligations and restrictions that they impose upon the Property and its owners
221 and waives any right to terminate this Contract due to such documents, notwithstanding the provisions of § 8.5.

222 **7.4.4. CIC Documents to Buyer.**

223 **7.4.4.1. Seller to Provide CIC Documents.** Seller shall cause the CIC Documents to be provided to Buyer, at
224 Seller's expense, on or before **CIC Documents Deadline** (§ 2.3).

225 **7.4.4.2. Seller Authorizes Association.** Seller authorizes the Association to provide the CIC Documents to Buyer,
226 at Seller's expense.

227 **7.4.4.3. Seller's Obligation.** Seller's obligation to provide the CIC Documents shall be fulfilled upon Buyer's receipt
228 of the CIC Documents, regardless of who provides such documents.

229 **7.4.5. Conditional on Buyer's Review.** If the box in either § 7.4.4.1 or § 7.4.4.2 is checked, the provisions of this § 7.4.5

230 shall apply. Written notice of any unsatisfactory provision in any of the CIC Documents, in Buyer's subjective discretion,
231 signed by Buyer, or on behalf of Buyer, and delivered to Seller on or before **CIC Documents Objection Deadline** (§ 2.3),
232 shall terminate this Contract.

233 Should Buyer receive the CIC Documents after **CIC Documents Deadline** (§ 2.3), Buyer shall have the right, at
234 Buyer's option, to terminate this Contract by written notice delivered to Seller on or before ten days after Buyer's receipt of
235 the CIC Documents. If Buyer does not receive the CIC Documents, or if such written notice to terminate would otherwise
236 be required to be delivered after **Closing Date** (§ 2.3), Buyer's written notice to terminate shall be received by Seller on or
237 before three days prior to **Closing Date** (§ 2.3). If Seller does not receive written notice from Buyer within such time,
238 Buyer accepts the provisions of the CIC Documents, and Buyer's right to terminate this Contract pursuant to this section is
239 waived, notwithstanding the provisions of § 8.5.

240 NOTE: If no box in this § 7.4 is checked, the provisions of § 7.4.4.1 shall apply.

241 **8. TITLE AND SURVEY REVIEW.**

242 **8.1. Title Review.** Buyer shall have the right to inspect the Title Documents. Written notice by Buyer of unmerchantability of
243 title, form or content of Title Commitment or of any other unsatisfactory title condition shown by the Title Documents,
244 notwithstanding § 13, shall be signed by or on behalf of Buyer and delivered to Seller on or before **Title Objection Deadline**
245 (§ 2.3), or within five days after receipt by Buyer of any change to the Title Documents or endorsement to the Title Commitment
246 together with a copy of the document adding any new Exception to title. If Seller does not receive Buyer's notice by the date
247 specified above, Buyer accepts the condition of title as disclosed by the Title Documents as satisfactory.

248 **8.2. Matters not Shown by the Public Records.** Seller shall deliver to Buyer, on or before **Off-Record Matters Deadline**
249 (§ 2.3) true copies of all leases and surveys in Seller's possession pertaining to the Property and shall disclose to Buyer all
250 easements, liens (including, without limitation, governmental improvements approved, but not yet installed) or other title matters
251 (including, without limitation, rights of first refusal, and options) not shown by the public records of which Seller has actual
252 knowledge. Buyer shall have the right to inspect the Property to investigate if any third party has any right in the Property not
253 shown by the public records (such as an unrecorded easement, unrecorded lease, boundary line discrepancy or water rights).
254 Written notice of any unsatisfactory condition disclosed by Seller or revealed by such inspection, notwithstanding § 13, shall be
255 signed by or on behalf of Buyer and delivered to Seller on or before **Off-Record Matters Objection Deadline** (§ 2.3). If Seller
256 does not receive Buyer's notice by said deadline, Buyer accepts title subject to such rights, if any, of third parties of which Buyer
257 has actual knowledge.

258 **8.3. Survey Review.**

259 **8.3.1. Not Applicable.** This § 8.3 shall not apply.

260 **8.3.2. Conditional on Survey.** If the box in this § 8.3.2 is checked, Buyer shall have the right to inspect Survey. If written
261 notice by or on behalf of Buyer of any unsatisfactory condition shown by Survey, notwithstanding § 8.2 or § 13, is received
262 by Seller on or before **Survey Objection Deadline** (§ 2.3) then such objection shall be deemed an unsatisfactory title
263 condition. If Seller does not receive Buyer's notice by **Survey Objection Deadline** (§ 2.3), Buyer accepts the Survey as
264 satisfactory.

265 **8.4. Special Taxing Districts. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION**
266 **INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE**
267 **PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT**
268 **RISK FOR INCREASED MILL LEVIES AND EXCESSIVE TAX BURDENS TO SUPPORT THE SERVICING OF**
269 **SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO**
270 **DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYER SHOULD**
271 **INVESTIGATE THE DEBT FINANCING REQUIREMENTS OF THE AUTHORIZED GENERAL OBLIGATION**
272 **INDEBTEDNESS OF SUCH DISTRICTS, EXISTING MILL LEVIES OF SUCH DISTRICT SERVICING SUCH**
273 **INDEBTEDNESS, AND THE POTENTIAL FOR AN INCREASE IN SUCH MILL LEVIES.**

274 In the event the Property is located within a special taxing district and Buyer desires to terminate this Contract as a result, if
275 written notice, by or on behalf of Buyer, is received by Seller on or before **Off-Record Matters Objection Deadline** (§ 2.3), this
276 Contract shall terminate. If Seller does not receive Buyer's notice by such deadline, Buyer accepts the effect of the Property's
277 inclusion in such special taxing district and waives the right to terminate for that reason.

278 **8.5. Right to Object, Cure.** Buyer's right to object shall include, but not be limited to, those matters set forth in §§ 8 and 13. If
279 Seller receives notice of unmerchantability of title or any other unsatisfactory title condition or commitment terms as provided
280 in §§ 8.1, 8.2 and 8.3, Seller shall use reasonable efforts to correct said items and bear any nominal expense to correct the same
281 prior to Closing. If such unsatisfactory title condition is not corrected to Buyer's satisfaction on or before Closing, this Contract
282 shall terminate; provided, however, Buyer may, by written notice received by Seller on or before Closing, waive objection to such
283 items.

284 **8.6. Right of First Refusal or Contract Approval.** If there is a right of first refusal on the Property, or a right to approve this
285 Contract, Seller shall promptly submit this Contract according to the terms and conditions of such right. If the holder of the
286 right of first refusal exercises such right or the holder of a right to approve disapproves this Contract, this Contract shall
287 terminate. If the right of first refusal is waived explicitly or expires, or the Contract is approved, this Contract shall remain in
288 full force and effect. Seller shall promptly notify Buyer of the foregoing. If expiration or waiver of the right of first refusal or
289 Contract approval has not occurred on or before **Right of First Refusal Deadline** (§ 2.3), this Contract shall terminate.

290 **8.7. Title Advisory.** The Title Documents affect the title, ownership and use of the Property and should be reviewed carefully.
291 Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property, including

292 without limitation, boundary lines and encroachments, area, zoning, unrecorded easements and claims of easements, leases and
293 other unrecorded agreements, and various laws and governmental regulations concerning land use, development and
294 environmental matters. **The surface estate may be owned separately from the underlying mineral estate, and transfer of
295 the surface estate does not necessarily include transfer of the mineral rights or water rights. Third parties may hold
296 interests in oil, gas, other minerals, geothermal energy or water on or under the Property, which interests may give them
297 rights to enter and use the Property.** Such matters may be excluded from or not covered by the title insurance policy. Buyer
298 is advised to timely consult legal counsel with respect to all such matters as there are strict time limits provided in this Contract
299 [e.g., **Title Objection Deadline** (§ 2.3) and **Off-Record Matters Objection Deadline** (§ 2.3)].

300 **9. LEAD-BASED PAINT.** Unless exempt, if the improvements on the Property include one or more residential dwellings for
301 which a building permit was issued prior to January 1, 1978, this Contract shall be void unless (1) a completed Lead-Based Paint
302 Disclosure (Sales) form is signed by Seller, the required real estate licensees and Buyer, and (2) Seller receives the completed and
303 fully executed form prior to the time when the Contract is signed by all parties. Buyer acknowledges timely receipt of a completed
304 Lead-Based Paint Disclosure (Sales) form signed by Seller and the real estate licensees.

305 **10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY, BUYER DISCLOSURE AND SOURCE
306 OF WATER.**

307 **10.1. Seller's Property Disclosure Deadline.** On or before **Seller's Property Disclosure Deadline** (§ 2.3), Seller agrees to
308 deliver to Buyer the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form
309 completed by Seller to the best of Seller's actual knowledge, current as of the date of this Contract.

310 **10.2. Inspection Objection Deadline.** Buyer shall have the right to have inspections of the physical condition of the Property
311 and Inclusions, at Buyer's expense. If (1) the physical condition of the Property, (2) Inclusions, (3) any proposed or existing
312 transportation project, road, street or highway, or (4) any other activity, odor or noise (whether on or off the Property) and its
313 effect or expected effect on the Property or its occupants is unsatisfactory in Buyer's subjective discretion, Buyer shall, on or
314 before **Inspection Objection Deadline** (§ 2.3):

315 **10.2.1. Notice to Terminate.** Notify Seller in writing that this Contract is terminated; or

316 **10.2.2. Notice to Correct.** Deliver to Seller with a written description of any unsatisfactory physical condition which
317 Buyer requires Seller to correct.

318 If written notice is not received by Seller on or before **Inspection Objection Deadline** (§ 2.3), the physical condition of the
319 Property and Inclusions shall be deemed to be satisfactory to Buyer.

320 **10.3. Inspection Resolution Deadline.** If a Notice to Correct is received by Seller and if Buyer and Seller have not agreed in
321 writing to a settlement thereof on or before **Inspection Resolution Deadline** (§ 2.3), this Contract shall terminate one day
322 following **Inspection Resolution Deadline** (§ 2.3), unless before such termination Seller receives Buyer's written withdrawal
323 of the Notice to Correct.

324 **10.4. Damage, Liens and Indemnity.** Buyer, except as otherwise provided in this Contract, is responsible for payment for all
325 inspections, tests, surveys, engineering reports, or any other work performed at Buyer's request (Work) and shall pay for any
326 damage that occurs to the Property and Inclusions as a result of such Work. Buyer shall not permit claims or liens of any kind
327 against the Property for Work performed on the Property at Buyer's request. Buyer agrees to indemnify, protect and hold Seller
328 harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such Work, claim, or lien.
329 This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against any such liability,
330 damage, cost or expense, or to enforce this section, including Seller's reasonable attorney and legal fees. The provisions of this
331 section shall survive the termination of this Contract.

332 **10.5. Insurability.** This Contract is conditioned upon Buyer's satisfaction, in Buyer's subjective discretion, with the availability,
333 terms and conditions of and premium for property insurance. This Contract shall terminate upon Seller's receipt, on or before
334 **Property Insurance Objection Deadline** (§ 2.3), of Buyer's written notice that such insurance was not satisfactory to Buyer.
335 If said notice is not timely received, Buyer shall have waived any right to terminate under this provision.

336 **10.6. Buyer Disclosure.** Buyer represents that Buyer **Does** **Does Not** need to sell and close a property to complete
337 this transaction. **Note:** Any property sale contingency should appear in **Additional Provisions** (§ 25).

338 **10.7. Source of Potable Water (Residential Land and Residential Improvements Only).** Buyer **Does** **Does Not**
339 acknowledge receipt of a copy of **Seller's Property Disclosure** or **Source of Water Addendum** disclosing the source of
340 potable water for the Property. Buyer **Does** **Does Not** acknowledge receipt of a copy of the current well permit. There
341 is **No Well**.

342 Note to Buyer: **SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND
343 WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE)
344 TO DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.**

345 **11. METHAMPHETAMINE LABORATORY DISCLOSURE (Residential Property Only).** The parties acknowledge that
346 Seller is required to disclose whether Seller knows that the Property, if residential, was previously used as a methamphetamine
347 laboratory. No disclosure is required if the Property was remediated in accordance with state standards and other requirements are
348 fulfilled pursuant to § 25-18.5-102, C.R.S. Buyer further acknowledges that Buyer has the right to engage a certified hygienist or
349 industrial hygienist to test whether the Property has ever been used as a methamphetamine laboratory. If Buyer's test results indicate
350 that the Property has been used as a methamphetamine laboratory, but has not been remediated to meet the standards established by
351 rules of the State Board of Health promulgated pursuant to § 25-18.5-102, C.R.S., Buyer shall promptly give written notice to Seller
352 of the results of the test, and Buyer may terminate this Contract.

353 **12. CLOSING.** Delivery of deed from Seller to Buyer shall be at closing (Closing). Closing shall be on the date specified as the

354 **Closing Date** (§ 2.3) or by mutual agreement at an earlier date. The hour and place of Closing shall be as designated by
355 _____

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

361 **13.1.** those specific Exceptions described by reference to recorded documents as reflected in the Title Documents accepted by
362 Buyer in accordance with (**Title Review** (§ 8.1),

363 **13.2.** distribution utility easements (including cable TV),

364 **13.3.** those specifically described rights of third parties not shown by the public records of which Buyer has actual knowledge
365 and which were accepted by Buyer in accordance with **Matters Not Shown by the Public Records** (§ 8.2) and **Survey Review**
366 (§ 8.3),

367 **13.4.** inclusion of the Property within any special taxing district, and

368 **13.5.** other _____

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

371 **15. CLOSING COSTS, DOCUMENTS AND SERVICES.**

372 **15.1. Good Funds.** Buyer and Seller shall pay, in Good Funds, their respective Closing costs and all other items required to be
373 paid at Closing, except as otherwise provided herein.

374 **15.2. Closing Information and Documents.** Buyer and Seller will furnish any additional information and documents required by
375 Closing Company that will be necessary to complete this transaction. Buyer and Seller shall sign and complete all customary or
376 reasonably required documents at or before Closing.

377 **15.3. Closing Services Fee.** The fee for real estate Closing services shall be paid at Closing by Buyer Seller One-Half
378 by Buyer and One-Half by Seller Other _____

379 **15.4. Closing Instructions.** Buyer and Seller agree to execute the Colorado Real Estate Commission's Closing Instructions.
380 Such Closing Instructions Are Are Not executed with this Contract. Upon execution, Seller Buyer shall deliver
381 such Closing Instructions to the Closing Company.

382 **15.5. Status Letter and Transfer Fees.** Any fees incident to the issuance of Association's statement of assessments (Status
383 Letter) shall be paid by Buyer Seller One-Half by Buyer and One-Half by Seller. Any transfer fees assessed by the
384 Association (Association's Transfer Fee) shall be paid by Buyer Seller One-Half by Buyer and One-Half by Seller.

385 **15.6. Local Transfer Tax.** The Local Transfer Tax of _____ % of the Purchase Price shall be paid at Closing by
386 Buyer Seller One-Half by Buyer and One-Half by Seller.

387 **15.7. Sales and Use Tax.** Any sales and use tax that may accrue because of this transaction shall be paid when due by
388 Buyer Seller One-Half by Buyer and One-Half by Seller.

389 **16. PRORATIONS.** The following shall be prorated to **Closing Date** (§ 2.3), except as otherwise provided:

390 **16.1. Taxes.** Personal property taxes, if any, and general real estate taxes for the year of Closing, based on Taxes for the
391 **Calendar Year Immediately Preceding Closing** **Most Recent Mill Levy and Most Recent Assessed Valuation** , adjusted
392 by any applicable qualifying seniors property tax exemption, or Other _____

393 **16.2. Rents.** Rents based on **Rents Actually Received** **Accrued**. At Closing, Seller shall transfer or credit to Buyer the
394 security deposits for all leases assigned, or any remainder after lawful deductions, and notify all tenants in writing of such
395 transfer and of the transferee's name and address. Seller shall assign all leases in effect at Closing to Buyer and Buyer shall
396 assume such leases.

397 **16.3. Association Assessments.** Current regular Association assessments and Association dues (Association Assessments) paid
398 in advance shall be credited to Seller at Closing. Cash reserves held out of the regular Association Assessments for deferred
399 maintenance by the Association shall not be credited to Seller except as may be otherwise provided by the Governing Documents.
400 Any special assessment by the Association for improvements that have been installed as of the date of Buyer's signature hereon
401 shall be the obligation of Seller. Any other special assessment assessed prior to **Closing Date** (§ 2.3) by the Association shall be
402 the obligation of Buyer Seller. Seller represents that the Association Assessments are currently payable at \$ _____
403 per _____ and that there are no unpaid regular or special assessments against the Property except the current
404 regular assessments and

405 _____
406 Such assessments are subject to change as provided in the Governing Documents. Seller agrees to promptly request the
407 Association to deliver to Buyer before **Closing Date** (§ 2.3) a current Status Letter.

408 **16.4. Other Prorations.** Water and sewer charges; interest on any continuing loan, and

409 _____
410 **16.5. Final Settlement.** Unless otherwise agreed in writing, these prorations shall be final.

411 **17. POSSESSION.** Possession of the Property shall be delivered to Buyer on **Possession Date** at **Possession Time** (§ 2.3), subject
412 to the following leases or tenancies:

414 If Seller, after Closing, fails to deliver possession as specified, Seller shall be subject to eviction and shall be additionally liable
 415 to Buyer for payment of \$ _____ per day (or any part of a day notwithstanding § 2.5.1) from the **Possession Date** and
 416 **Possession Time** (§ 2.3) until possession is delivered.

417 Buyer **Does** **Does Not** represent that Buyer will occupy the Property as Buyer's principal residence.

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

421 **19. INSURANCE; CONDITION OF, DAMAGE TO PROPERTY AND INCLUSIONS AND WALK-THROUGH.** Except as
 422 otherwise provided in this Contract, the Property, Inclusions or both shall be delivered in the condition existing as of the date of this
 423 Contract, ordinary wear and tear excepted.

424 **19.1. Casualty Insurance.** In the event the Property or Inclusions are damaged by fire or other casualty prior to Closing in an
 425 amount of not more than ten percent of the total Purchase Price, Seller shall be obligated to repair the same before **Closing Date**
 426 (§ 2.3). In the event such damage is not repaired within said time or if the damages exceed such sum, this Contract may be
 427 terminated at the option of Buyer by delivering to Seller written notice of termination on or before Closing. Should Buyer elect to
 428 carry out this Contract despite such damage, Buyer shall be entitled to a credit at Closing for all insurance proceeds that were
 429 received by Seller (but not the Association, if any) resulting from such damage to the Property and Inclusions, plus the amount of
 430 any deductible provided for in such insurance policy. Such credit not to exceed the Purchase Price. In the event Seller has not
 431 received such insurance proceeds prior to Closing, then Seller shall assign such proceeds at Closing, plus credit Buyer the amount
 432 of any deductible provided for in such insurance policy, but not to exceed the total Purchase Price.

433 **19.2. Damage, Inclusions and Services.** Should any Inclusion or service (including systems and components of the Property,
 434 e.g. heating, plumbing) fail or be damaged between the date of this Contract and Closing or possession, whichever shall be
 435 earlier, then Seller shall be liable for the repair or replacement of such Inclusion or service with a unit of similar size, age and
 436 quality, or an equivalent credit, but only to the extent that the maintenance or replacement of such Inclusion, service or fixture is
 437 not the responsibility of the Association, if any, less any insurance proceeds received by Buyer covering such repair or
 438 replacement. Seller and Buyer are aware of the existence of pre-owned home warranty programs that may be purchased and may
 439 cover the repair or replacement of some Inclusions. The risk of loss for damage to growing crops by fire or other casualty shall
 440 be borne by the party entitled to the growing crops as provided in § 3.1.7 and such party shall be entitled to such insurance
 441 proceeds or benefits for the growing crops.

442 **19.3. Walk-Through and Verification of Condition.** Buyer, upon reasonable notice, shall have the right to walk through the
 443 Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

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

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

450 **21.1. If Buyer is in Default:**

451 **21.1.1. Specific Performance.** Seller may elect to treat this Contract as canceled, in which case all Earnest Money
 452 (whether or not paid by Buyer) shall be forfeited by Buyer, paid to Seller and retained by Seller; and Seller may recover such
 453 damages as may be proper; or Seller may elect to treat this Contract as being in full force and effect and Seller shall have the
 454 right to specific performance or damages, or both.

455 **21.1.2. Liquidated Damages.** All Earnest Money (whether or not paid by Buyer) shall be forfeited by Buyer, paid to
 456 Seller, and retained by Seller. Both parties shall thereafter be released from all obligations hereunder. It is agreed that the
 457 Earnest Money specified in § 4.1 is LIQUIDATED DAMAGES, and not a penalty, which amount the parties agree is fair
 458 and reasonable and (except as provided in §§ 10.4, 19, 21.3, 22, 23), said forfeiture shall be SELLER'S SOLE AND ONLY
 459 REMEDY for Buyer's failure to perform the obligations of this Contract. Seller expressly waives the remedies of specific
 460 performance and additional damages.

461 **21.2. If Seller is in Default:** Buyer may elect to treat this Contract as canceled, in which case all Earnest Money received
 462 hereunder shall be returned and Buyer may recover such damages as may be proper, or Buyer may elect to treat this Contract as
 463 being in full force and effect and Buyer shall have the right to specific performance or damages, or both.

464 **21.3. Costs and Expenses.** In the event of any arbitration or litigation relating to this Contract, the arbitrator or court shall award
 465 to the prevailing party all reasonable costs and expenses, including attorney and legal fees.

466 **22. MEDIATION.** If a dispute arises relating to this Contract, prior to or after Closing, and is not resolved, the parties shall first
 467 proceed in good faith to submit the matter to mediation. Mediation is a process in which the parties meet with an impartial person who
 468 helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must
 469 agree before any settlement is binding. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such
 470 mediation. The mediation, unless otherwise agreed, shall terminate in the event the entire dispute is not resolved within thirty days
 471 of the date written notice requesting mediation is delivered by one party to the other at the party's last known address. This section
 472 shall not alter any date in this Contract, unless otherwise agreed.

473 **23. EARNEST MONEY DISPUTE.** Except as otherwise provided herein, Earnest Money Holder shall release the Earnest Money

474 as directed by written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding the Earnest
475 Money (notwithstanding any termination of this Contract), Earnest Money Holder shall not be required to take any action. Earnest
476 Money Holder, at its option and sole discretion, may (1) await any proceeding, (2) interplead all parties and deposit Earnest Money into
477 a court of competent jurisdiction and shall recover court costs and reasonable attorney and legal fees, or (3) provide notice to Buyer
478 and Seller that unless Earnest Money Holder receives a copy of the Summons and Complaint or Claim (between Buyer and Seller),
479 containing the case number of the lawsuit (Lawsuit) within one hundred twenty days of Earnest Money Holder's notice to the
480 parties, Earnest Money Holder shall be authorized to return the Earnest Money to Buyer. In the event Earnest Money Holder does
481 receive a copy of the Lawsuit, and has not interpleaded the monies at the time of any Order, Earnest Money Holder shall disburse the
482 Earnest Money pursuant to the Order of the Court. The parties reaffirm the obligation of **Mediation** (§ 22). The provisions of this
483 § 23 apply only if the Earnest Money Holder is one of the Brokerage Firms named in § 33 or § 34.

484 **24. TERMINATION.** In the event this Contract is terminated, all Earnest Money received hereunder shall be returned and the
485 parties shall be relieved of all obligations hereunder, subject to §§ 10.4, 22 and 23.

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

488
489 **26. ATTACHMENTS.** The following are a part of this Contract:
490

491 Note: The following disclosure forms **are attached** but are **not** a part of this Contract:
492

493 **27. GOOD FAITH.** Buyer and Seller acknowledge that each party has an obligation to act in good faith, including but not limited to
494 exercising the rights and obligations set forth in the provisions of **Financing Conditions and Obligations** (§ 5) and **Property**
495 **Disclosure, Inspection, Indemnity, Insurability, Buyer Disclosure and Source of Water** (§ 10).

496 **28. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL.** This Contract, its exhibits and specified addenda, constitute the
497 entire agreement between the parties relating to the subject hereof, and any prior agreements pertaining thereto, whether oral or
498 written, have been merged and integrated into this Contract. No subsequent modification of any of the terms of this Contract shall be
499 valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any obligation in this Contract that,
500 by its terms, is intended to be performed after termination or Closing shall survive the same.

501 **29. FORECLOSURE DISCLOSURE AND PROTECTION.** Seller acknowledges that, to Seller's current actual knowledge, the
502 Property **IS** **IS NOT** in foreclosure. Buyer **Will** **Will Not** occupy the Property as Buyer's personal residence for at
503 least one year. In the event this transaction is subject to the provisions of the Colorado Foreclosure Protection Act (the Act)
504 (i.e., generally the Act requires that the Property is residential, in foreclosure, and Buyer does not reside in it for at least one year), a
505 different contract that complies with the provisions of the Act is required, and this Contract shall be void and of no effect unless the
506 Foreclosure Property Addendum is executed by all parties concurrent with the signing of this Contract. Each party is further advised
507 to consult with their own attorney.

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

509 **30.1. Physical Delivery.** Except for the notice requesting mediation described in § 22, delivered after Closing, and except as
510 provided in § 30.2, all notices must be in writing. Any notice or document to Buyer shall be effective when physically received
511 by Buyer, any individual buyer, any representative of Buyer, or Brokerage Firm of Broker working with Buyer. Any notice or
512 documents to Seller shall be effective when physically received by Seller, any individual seller, any representative of Seller, or
513 Brokerage Firm of Broker working with Seller.

514 **30.2. Electronic Delivery.** As an alternative to physical delivery, any document, including any signed document and any written
515 notice may be delivered in electronic form by the following indicated methods only: **Facsimile** **E-mail** **Internet**
516 **No Electronic Delivery.** Documents with original signatures shall be provided upon request of any party.

517 **30.3 Choice of Law.** This Contract and all disputes arising hereunder shall be governed by and construed in accordance with
518 the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in this state for property
519 located in Colorado.

520 **31. NOTICE OF ACCEPTANCE, COUNTERPARTS.** This proposal shall expire unless accepted in writing, by Buyer and Seller,
521 as evidenced by their signatures below, and the offering party receives notice of such acceptance pursuant to § 30 on or before
522 **Acceptance Deadline Date** (§ 2.3) and **Acceptance Deadline Time** (§ 2.3). If accepted, this document shall become a contract
523 between Seller and Buyer. A copy of this document may be executed by each party, separately, and when each party has executed a
524 copy thereof, such copies taken together shall be deemed to be a full and complete contract between the parties.
525

BUYER _____ DATE _____

526 Email Address: _____

PREPARED BY: Doug Hutchins, CRS, GRI, MBA

CBS1-11-08, Contract to Buy and Sell Real Estate (All Types of Properties). Coldwell Banker Residential Brokerage

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527

528 [NOTE: If this offer is being countered or rejected, do not sign this document. Refer to § 32]

529

SELLER _____ DATE _____

530 Email Address: _____

531

532 32. COUNTER; REJECTION. This offer is Countered Rejected.

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

534

END OF CONTRACT TO BUY AND SELL REAL ESTATE

535

536

537 33. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

538 (To be completed by Broker working with Buyer)

539

540 Broker Does Does Not acknowledge receipt of Earnest Money deposit specified in § 4 and, while not a party to the Contract,
541 agrees to cooperate upon request with any mediation concluded under § 22. Broker agrees that if Earnest Money Holder is other
542 than the Brokerage Firm identified in § 33 or § 34, Closing Instructions signed by Buyer, Seller, and Earnest Money Holder must be
543 obtained on or before delivery of Earnest Money to Earnest Money Holder.

544

545 Broker is working with Buyer as a Buyer's Agent Seller's Agent Transaction-Broker in this transaction.

546 This is a Change of Status.

547

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

549 Other _____

550 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

551 Email Address: _____

552

553 34. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

554 (To be completed by Broker working with Seller)

555

556 Broker Does Does Not acknowledge receipt of Earnest Money deposit specified in § 4 and, while not a party to the Contract,
557 agrees to cooperate upon request with any mediation concluded under § 22. Broker agrees that if Earnest Money Holder is other
558 than the Brokerage Firm identified in § 33 or § 34, Closing Instructions signed by Buyer, Seller, and Earnest Money Holder must be
559 obtained on or before delivery of Earnest Money to Earnest Money Holder.

560

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

563

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

565

PREPARED BY: Doug Hutchins, CRS, GRI, MBA

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Buyer(s) _____

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566 Date: _____
567 Brokerage Firm's Name: _____
568 Broker's Name: _____
569 _____
570 _____ Broker's Signature _____
571 Address: _____
572 _____
573 Phone No.: _____
574 Fax No.: _____
575 Email Address: _____

PREPARED BY: Doug Hutchins, CRS, GRI, MBA

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Buyer(s) _____

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Seller(s) _____