

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(LC50-9-12) (Mandatory 1-13)

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 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

SELLER AGENCY TRANSACTION-BROKERAGE

Date: _____

1. AGREEMENT. Seller and Brokerage Firm enter into this exclusive, irrevocable contract (Seller Listing Contract) as of the date set forth above. Broker, on behalf of Brokerage Firm, shall provide brokerage services to Seller. Seller agrees to pay Brokerage Firm as set forth in this Seller Listing Contract.

2. BROKER AND BROKERAGE FIRM.

2.1. 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 Seller Listing Contract is called Broker. If more than one individual is so designated, then references in this Seller Listing 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.

2.2. One-Person Firm. If this box is checked, Broker is a real estate brokerage firm with only one licensed natural person. References in this Seller Listing 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 Seller Listing Contract.

3. DEFINED TERMS.

3.1. Seller: _____

3.2. Brokerage Firm: _____

3.3. Broker: _____

3.4. 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.

3.5. Sale.

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

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

3.6. Listing Period. The Listing Period of this Seller Listing Contract begins on _____, and continues through the earliest occurrence of one of the following events: (1) completion of the Sale of the Property, or (2) _____. Broker shall continue to assist in the completion of any sale or lease for which compensation is payable to Brokerage Firm under § 7 of this Seller Listing Contract.

3.7. 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. The abbreviation "MEC" (mutual execution of this contract) means the date upon which both parties have signed this Seller Listing Contract.

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

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

54 **3.8.2. Computation of Period of Days, Deadline.** In computing a period of days, when the ending date is not
55 specified, the first day is excluded and the last day is included, e.g., three days after MEC. If any deadline falls on a Saturday,
56 Sunday or federal or Colorado state holiday (Holiday), such deadline **Shall** **Shall Not** be extended to the next day that is
57 not a Saturday, Sunday or Holiday. Should neither box be checked, the deadline shall not be extended.
58

59 **4. BROKERAGE RELATIONSHIP.**

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

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

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

68 **4.3.1. Seller’s Agent.** If the Seller Agency box at the top of page 1 is checked, the parties agree the following applies:

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

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

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

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

82 **5.1.** Broker shall exercise reasonable skill and care for Seller, including, but not limited to the following:

83 **5.1.1.** Performing the terms of any written or oral agreement with Seller;

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

86 **5.1.3.** Disclosing to Seller adverse material facts actually known by Broker;

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

89 **5.1.5.** Accounting in a timely manner for all money and property received; and

90 **5.1.6.** Keeping Seller fully informed regarding the transaction.

91 **5.2.** Broker shall not disclose the following information without the informed consent of Seller:

92 **5.2.1.** That Seller is willing to accept less than the asking price for the Property;

93 **5.2.2.** What the motivating factors are for Seller to sell the Property;

94 **5.2.3.** That Seller will agree to financing terms other than those offered;

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

97 **5.2.5.** Any facts or suspicions regarding circumstances that could psychologically impact or stigmatize the Property.

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

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

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

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

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

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

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

115 **6.1.** Promoting the interests of Seller with the utmost good faith, loyalty and fidelity;

116 **6.2.** Seeking a price and terms that are set forth in this Seller Listing Contract; and

117 **6.3.** Counseling Seller as to any material benefits or risks of a transaction that are actually known by Broker.

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

122 **7.1. Amount.** In consideration of the services to be performed by Broker, Seller agrees to pay Brokerage Firm as follows:

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

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

128 **7.2. Other Compensation.** _____

129 **7.3. When Earned.** Such commission shall be earned upon the occurrence of any of the following:

130 **7.3.1.** Any Sale of the Property within the Listing Period by Seller, by Broker or by any other person;

131 **7.3.2.** Broker finding a buyer who is ready, willing and able to complete the Sale or Lease as specified in this Seller
132 Listing Contract; or

133 **7.3.3.** Any Sale (or Lease if § 3.5.2 is checked) of the Property within _____ calendar days following the
134 expiration of the Listing Period (Holdover Period) to (1) anyone with whom Broker negotiated, and (2) whose name was
135 submitted, in writing, to Seller by Broker during the Listing Period, including any extensions thereof, (Submitted Prospect).
136 Provided, however, Seller **Shall** **Shall Not** owe the commission to Brokerage Firm under this § 7.3.3 if a commission is
137 earned by another licensed real estate brokerage firm acting pursuant to an exclusive agreement entered into during the Holdover
138 Period and a Sale or Lease to a Submitted Prospect is consummated. If no box is checked above in this § 7.3.3, then Seller shall
139 not owe the commission to Brokerage Firm.

140 **7.4. When Applicable and Payable.** The commission obligation shall apply to a Sale made during the Listing Period or
141 any extension of such original or extended term. The commission described in § 7.1.1 shall be payable at the time of the closing of
142 the Sale, or, if there is no closing (due to the refusal or neglect of Seller) then on the contracted date of closing, as contemplated by
143 § 7.3.1 or § 7.3.3, or upon fulfillment of § 7.3.2 where the offer made by such buyer is not accepted by Seller.

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

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

147 **Transaction-Brokers:** _____% of the gross sales price or _____, in U.S. dollars.

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

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

157 **9.1. MLS/Information Exchange.**

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

162 **9.1.2.** Seller authorizes the use of electronic and all other marketing methods except: _____.

163 **9.1.3.** Seller further authorizes use of the data by MLS and property information exchanges, if any.

164 9.1.4. The Property Address Shall Shall Not be displayed on the Internet.

165 9.1.5. The Property Listing Shall Shall Not be displayed on the Internet.

166 9.2. **Property Access.** Access to the Property may be by:

167 Mechanical Lock Box Electronic Lock Box

168 _____

169 Other instructions: _____

170 9.3. **Broker Marketing.** The following specific marketing tasks shall be performed by Broker:

171

172

173

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

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

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

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

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

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

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

196 **11.1. Price.** U.S. \$ _____

197 **11.2. Terms.** Cash Conventional FHA VA Other: _____

198 **11.3. Loan Discount Points.** _____

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

201 **11.5. Earnest Money.** Minimum amount of earnest money deposit U.S. \$ _____ in the form of _____

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

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

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

212 **13. INCLUSIONS AND EXCLUSIONS.**

213 **13.1. Inclusions.** The Purchase Price includes the following items (Inclusions):

214 **13.1.1. Fixtures.** The following items are included if attached to the Property on the date of this Seller Listing
215 Contract, unless excluded under Exclusions (§ 13.2): lighting, heating, plumbing, ventilating, and air conditioning fixtures, TV
216 antennas, inside telephone, network and coaxial (cable) wiring and connecting blocks/jacks, plants, mirrors, floor coverings,
217 intercom systems, built-in kitchen appliances, sprinkler systems and controls, built-in vacuum systems (including accessories),
218 garage door openers including _____ remote controls.

219 **Other Fixtures:**

220
221

222 If any fixtures are attached to the Property after the date of this Seller Listing Contract, such additional fixtures are also included in
223 the Purchase Price.

224
225

226 **13.1.2. Personal Property.** The following items are included if on the Property, whether attached or not, on the date
227 of this Seller Listing Contract, unless excluded under Exclusions (§ 13.2): storm windows, storm doors, window and porch shades,
228 awnings, blinds, screens, window coverings, curtain rods, drapery rods, fireplace inserts, fireplace screens, fireplace grates, heating
229 stoves, storage sheds, and all keys. If checked, the following are included: **Water Softeners** **Smoke/Fire Detectors**
230 **Carbon Monoxide Alarms** **Security Systems** **Satellite Systems** (including satellite dishes); and

231
232

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

236 **13.1.3. Trade Fixtures.** The following trade fixtures are included: _____

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

240 **13.1.4. Parking and Storage Facilities.** **Use Only** **Ownership** of the following parking facilities: _____
241 _____; and **Use Only** **Ownership** of the following storage facilities: _____.

242 **13.1.5. Water Rights.** The following legally described water rights:

243
244

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

247 **13.1.6. Growing Crops.** The following growing crops:

248
249

250 **13.2. Exclusions.** The following are excluded (Exclusions):

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

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

260 The Property is subject to the following leases and tenancies: _____.

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

263 **15. EVIDENCE OF TITLE.** Seller agrees to furnish buyer, at Seller's expense, unless the parties agree in writing to a different
264 arrangement, a current commitment and an owner's title insurance policy in an amount equal to the Purchase Price as specified in
265 the Sale contract, or if this box is checked, **An Abstract of Title** certified to a current date.

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

270 **17. POSSESSION.** Possession of the Property shall be delivered to buyer as follows: _____,
271 subject to leases and tenancies as described in § 14.

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

273 **18.1. Broker's Obligations.** Colorado law requires a broker to disclose to any prospective buyer all adverse material facts
274 actually known by such broker including but not limited to adverse material facts pertaining to the title to the Property and the
275 physical condition of the Property, any material defects in the Property, and any environmental hazards affecting the Property which
276 are required by law to be disclosed. These types of disclosures may include such matters as structural defects, soil conditions,
277 violations of health, zoning or building laws, and nonconforming uses and zoning variances. Seller agrees that any buyer may have
278 the Property and Inclusions inspected and authorizes Broker to disclose any facts actually known by Broker about the Property.

279 **18.2. Seller's Obligations.**

280 **18.2.1. Seller's Property Disclosure Form.** A seller is not required by law to provide any particular disclosure form,
281 including the Seller's Property Disclosure form, regarding the Property. However, disclosure of known material latent (not
282 obvious) defects is required by law. Seller **Agrees** **Does Not Agree** to provide a Seller's Property Disclosure form
283 completed to Seller's current actual knowledge.

284 **18.2.2. Lead-Based Paint.** Unless exempt, if the improvements on the Property include one or more residential
285 dwellings for which a building permit was issued prior to January 1, 1978, a completed Lead-Based Paint Disclosure (Sales) form
286 must be signed by Seller and the real estate licensees, and given to any potential buyer in a timely manner.

287 **18.2.3. Carbon Monoxide Alarms.** Note: If the improvements on the Property have a fuel-fired heater or appliance, a
288 fireplace, or an attached garage and one or more rooms lawfully used for sleeping purposes (Bedroom), Seller understands that
289 Colorado law requires that Seller assure the Property has an operational carbon monoxide alarm installed within fifteen feet of the
290 entrance to each Bedroom or in a location as required by the applicable building code, prior to offering the Property for sale or lease.

291 **18.2.4. Condition of Property.** The Property shall be conveyed in its present condition, ordinary wear and tear
292 excepted, unless Seller, at Seller's sole option, agrees in writing to any repairs or other work to be performed by Seller.

293 **18.3. Right of Broker to Terminate.** Although Broker has no obligation to investigate or inspect the Property, and no duty
294 to verify statements made, Broker has the right to terminate this Seller Listing Contract if the physical condition of the Property,
295 Inclusions, any proposed or existing transportation project, road, street or highway, or any other activity, odor or noise (whether on
296 or off the Property) and its effect or expected effect on the Property or its occupants, or if any facts or suspicions regarding
297 circumstances that could psychologically impact or stigmatize the Property are unsatisfactory to Broker.

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

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

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

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

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

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

319 **25. MEDIATION.** If a dispute arises relating to this Seller Listing Contract, prior to or after closing, and is not resolved, the
320 parties shall first proceed in good faith to submit the matter to mediation. Mediation is a process in which the parties meet with an
321 impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The
322 parties to the dispute must agree, in writing, before any settlement is binding. The parties will jointly appoint an acceptable
323 mediator and will share equally in the cost of such mediation. The mediation, unless otherwise agreed, shall terminate in the event

324 the entire dispute is not resolved within 30 calendar days of the date written notice requesting mediation is delivered by one party
325 to the other at the party's last known address.

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

328 **27. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate Commission.)
329
330
331

332 **28. ATTACHMENTS.** The following are a part of this Seller Listing Contract:
333
334

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

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

338 **30.1. Physical Delivery.** All notices must be in writing, except as provided in § 30.2. Any document, including a signed
339 document or notice, delivered to the other party to this Seller Listing Contract, is effective upon physical receipt. Delivery to Seller
340 shall be effective when physically received by Seller, any signator on behalf of Seller, any named individual of Seller or
341 representative of Seller.

342 **30.2. Electronic Delivery.** As an alternative to physical delivery, any document, including any signed document or written
343 notice may be delivered in electronic form only by the following indicated methods: Facsimile Email Internet **No**
344 **Electronic Delivery.** If the box "No Electronic Delivery" is checked, this § 30.2 is not applicable and § 30.1 shall govern notice
345 and delivery. Documents with original signatures shall be provided upon request of any party.

346 **30.3. Choice of Law.** This Seller Listing Contract and all disputes arising hereunder shall be governed by and construed in
347 accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in this state
348 for property located in Colorado.

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

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

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

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

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

Seller's Name: _____ Broker's Name: _____

Seller's Signature Date Broker's Signature Date

Address: _____ Address: _____

Phone No.: _____ Phone No.: _____

Fax No: _____ Fax No: _____

Electronic Address: _____ Electronic Address: _____

Brokerage
Firm's Name: _____
Address: _____

Phone No.: _____
Fax No.: _____
Electronic Address: _____