

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

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

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

Date: _____
Purchase Price: \$ _____

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

2. **DEFINED TERMS.**

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

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

known as No. _____
Street Address City State Zip

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

c. **Dates and Deadlines.**

Item No.	Reference	Event	Date or Deadline
1	§ 4a	Alternative Earnest Money Deadline	
2	§ 5a	Loan Application Deadline	
3	§ 5b	Loan Conditions Deadline	
4	§ 5c	Buyer's Credit Information Deadline	
5	§ 5c	Disapproval of Buyer's Credit Information Deadline	
6	§ 5d	Existing Loan Documents Deadline	
7	§ 5d	Existing Loan Documents Objection Deadline	
8	§ 5d	Loan Transfer Approval Deadline	
9	§ 6a(2)	Appraisal Deadline	
10	§ 7a	Title Deadline	
11	§ 8a	Title Objection Deadline	
12	§ 7c	Survey Deadline	
13	§ 8c(2)	Survey Objection Deadline	
14	§ 7b	Document Request Deadline	
15	§ 7d(5)	CIC Documents Objection Deadline	
16	§ 8b	Off-Record Matters Deadline	
17	§ 8b	Off-Record Matters Objection Deadline	
18	§ 8f	Right of First Refusal Deadline	
19	§ 10a	Seller's Property Disclosure Deadline	
20	§ 10b	Inspection Objection Deadline	
21	§ 10c	Resolution Deadline	
22	§ 10d	Property Insurance Objection Deadline	
23	§ 12	Closing Date	
24	§ 17	Possession Date	
25	§ 17	Possession Time	
26	§ 29	Acceptance Deadline Date	
27	§ 29	Acceptance Deadline Time	

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

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

e. **Applicability of Terms.** A check or similar mark in a box means that such provision is applicable. The abbreviation "N/A" or the word "Deleted" means not applicable and when inserted on any line in **Dates and Deadlines** (§ 2c), it means that the corresponding provision of the Contract to which reference is made is deleted. The abbreviation "MEC" (mutual execution of this Contract) means the latest date upon which both parties have signed this Contract.

3. INCLUSIONS AND EXCLUSIONS.

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

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

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

(3) **Other Inclusions.**

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

(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.

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

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

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

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

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

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

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

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

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

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

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

d. **New Loan.**

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

85 **Conventional** **FHA** **VA** **Other** _____.

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

87 The loan may be increased to add the cost of mortgage insurance, VA funding fee and other items for a total loan amount, not in excess of

88 \$ _____, shall be amortized over a period of _____ **Years** **Months** at approximately \$ _____ per

89 _____ including principal and interest not to exceed _____% per annum, plus, if required by Buyer's lender, a deposit of _____

90 _____ of the estimated annual real estate taxes, property insurance premium, and mortgage insurance premium. If the loan is an adjustable interest

91 rate or graduated payment loan, the payments and interest rate initially shall not exceed the figures set forth above.

92 Loan discount points, if any, shall be paid to lender at Closing and shall not exceed _____% of the total loan amount. Notwithstanding the loan's

93 interest rate, the first _____ loan discount points shall be paid by _____, and the balance, if any, shall be paid by _____.

94 Buyer shall timely pay Buyer's loan costs and a loan origination fee not to exceed _____% of the loan amount. If the loan is an FHA/VA

95 insured or guaranteed loan, Seller shall pay closing costs and fees, not to exceed \$ _____, that Buyer is not allowed by law to pay for tax

96 service and _____.

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

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

99 The total loan amount, not in excess of \$ _____, shall be amortized over a period of _____ **Years** **Months** at approximately

100 \$ _____ per _____ including principal and interest not to exceed _____% per annum. If the loan is an adjustable interest rate or graduated

101 payment loan, the payments and interest rate initially shall not exceed the figures set forth above.

102 Loan discount points, if any, shall be paid to lender at Closing and shall not exceed _____% of the total loan amount. Notwithstanding the loan's

103 interest rate, the first _____ loan discount points shall be paid by _____, and the balance, if any, shall be paid by _____.

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

105 **e. Assumption.** Buyer agrees to assume and pay an existing loan in the approximate amount of the Assumption Balance set forth in this

106 section, presently payable at \$ _____ per _____ including principal and interest presently at _____% per annum, and also including escrow for

107 the following as indicated: **Real Estate Taxes** **Property Insurance Premium** **Mortgage Insurance Premium** and

108 _____.

109 Buyer agrees to pay a loan transfer fee not to exceed \$ _____. At the time of assumption, the new interest rate shall not exceed

110 _____% per annum and the new payment shall not exceed \$ _____ per _____ principal and interest, plus escrow, if any. If the actual

111 principal balance of the existing loan at Closing is less than the Assumption Balance, which causes the amount of cash required from Buyer at

112 Closing to be increased by more than \$ _____, then **Buyer May Terminate** this Contract effective upon receipt by Seller of

113 Buyer's written notice of termination or _____.

114 Seller **Shall** **Shall Not** be released from liability on said loan. If applicable, compliance with the requirements for release from liability

115 shall be evidenced by delivery at Closing of an appropriate letter of commitment from lender. Cost payable for release of liability shall be paid by

116 _____ in an amount not to exceed \$ _____.

117 **f. Seller or Private Financing.** Buyer agrees to execute a promissory note payable to _____, as **Joint Tenants**

118 **Tenants In Common** **Other** _____, on the note form as indicated:

119 **(Default Rate)** NTD81-10-06 **Other** _____ secured by a _____ (1st, 2nd, etc.) deed of trust

120 encumbering the Property, using the form as indicated:

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

122 **Other** _____.

123 The promissory note shall be amortized on the basis of _____ **Years** **Months**, payable at \$ _____ per _____ including principal and

124 interest at the rate of _____% per annum. Payments shall commence _____ and shall be due on the _____ day of each succeeding _____.
 125 If not sooner paid, the balance of principal and accrued interest shall be due and payable _____ after Closing. Payments **Shall** **Shall**

126 **Not** be increased by _____ of estimated annual real estate taxes, and **Shall** **Shall Not** be increased by _____ of

127 estimated annual property insurance premium. The loan shall also contain the following terms: (1) if any payment is not received within _____

128 calendar days after its due date, a late charge of _____% of such payment shall be due, (2) interest on lender disbursements under the deed of trust

129 shall be _____% per annum, (3) default interest rate shall be _____% per annum, (4) Buyer may prepay without a penalty except _____,

130 and (5) Buyer **Shall** **Shall Not** execute and deliver, at Closing, a Security Agreement and UCC-1 Financing Statement granting the holder

131 of the promissory note a _____ (1st, 2nd, etc.) lien on the personal property included in this sale.

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

133 **5. FINANCING CONDITIONS AND OBLIGATIONS.**

134 **a. Loan Application.** If Buyer is to pay all or part of the Purchase Price by obtaining a new loan, or if an existing loan is not to be released

135 at Closing, Buyer, if required by such lender, shall make a verifiable application by **Loan Application Deadline** (§ 2c). Buyer shall cooperate with

136 Seller and lender to obtain loan approval, **DILIGENTLY AND TIMELY PURSUE SAME IN GOOD FAITH**, execute all documents and

137 furnish all information and documents required by lender, and, subject to subsections 4d(1) and (2) and § 4e, timely pay the costs of obtaining such

138 loan or lender's consent. Buyer agrees to satisfy the reasonable requirements of lender, and shall not withdraw the loan or assumption application,

139 nor intentionally cause any change in circumstances that would prejudice lender's approval of the loan application or funding of the loan. Buyer

140 may obtain different financing provided Seller incurs no additional delay, cost or expense, and provided Buyer is approved for such substitute loan.

141 **b. Loan Conditions.** If Buyer is to pay all or part of the Purchase Price by obtaining a new loan as specified in § 4d, this Contract is

142 conditional upon Buyer's approval of the availability, terms, conditions and cost for the new loan. This condition is for the benefit of Buyer and

143 shall be deemed waived unless Seller receives from Buyer, no later than **Loan Conditions Deadline** (§ 2c), written notice of Buyer's election to

144 terminate this Contract as such loan was not satisfactory to Buyer. Buyer shall not have the right to terminate under this § 5b based on the terms or

145 conditions of any loan that is the same as set forth in § 4. If Buyer so notifies Seller, this Contract shall terminate. **IF SELLER DOES NOT**

146 **RECEIVE WRITTEN NOTICE TO TERMINATE AND BUYER DOES NOT CLOSE, BUYER SHALL BE IN DEFAULT.**

147 **c. Credit Information and Buyer's New Senior Loan.** If Buyer is to pay all or part of the Purchase Price by executing a promissory note

148 in favor of Seller, or if an existing loan is not to be released at Closing, this Contract is conditional (for the benefit of Seller) upon Seller's approval

149 of Buyer's financial ability and creditworthiness, which approval shall be at Seller's sole and absolute discretion. In such case: (1) Buyer shall

150 supply to Seller by **Buyer's Credit Information Deadline** (§ 2c), at Buyer's expense, information and documents (including a current credit

151 report) concerning Buyer's financial, employment and credit condition; (2) Buyer consents that Seller may verify Buyer's financial ability and

152 creditworthiness; (3) any such information and documents received by Seller shall be held by Seller in confidence, and not released to others
153 except to protect Seller's interest in this transaction; (4) in the event Buyer is to execute a promissory note secured by a deed of trust in favor of
154 Seller, this Contract, for the benefit of Seller, is conditional upon Seller's approval of the terms and conditions of any new loan to be obtained by
155 Buyer if the deed of trust to Seller is to be subordinate to Buyer's new loan (**Buyer's New Senior Loan**); Seller shall not have the right to
156 terminate under this § 5c for any loan when all such specific terms and provisions (e.g., interest rate, principal, payments, prepayment penalties,
157 due date, etc.) are met as set forth in § 4 or elsewhere in this Contract; and (5) if Seller does not deliver written notice of Seller's disapproval of
158 Buyer's financial ability and creditworthiness or of **Buyer's New Senior Loan** to Buyer by **Disapproval of Buyer's Credit Information**
159 **Deadline** (§ 2c), then Seller waives the conditions set forth in this section. If Seller does deliver written notice of disapproval to Buyer on or before
160 said date, this Contract shall terminate.

161 **d. Existing Loan Review.** If an existing loan is not to be released at Closing, Seller shall deliver copies of the loan documents (including
162 note, deed of trust, and any modifications) to Buyer by **Existing Loan Documents Deadline** (§ 2c). For the benefit of Buyer, this Contract is
163 conditional upon Buyer's review and approval of the provisions of such loan documents. If written notice of objection to such loan documents,
164 signed by Buyer, is not received by Seller by **Existing Loan Documents Objection Deadline** (§ 2c), Buyer accepts the terms and conditions of
165 the documents. If the lender's approval of a transfer of the Property is required, this Contract is conditional upon Buyer's obtaining such approval
166 without change in the terms of such loan, except as set forth in § 4e. If lender's approval is not obtained by **Loan Transfer Approval Deadline** (§
167 2c), this Contract shall terminate on such date. If Seller is to be released from liability under such existing loan and Buyer does not obtain such
168 compliance as set forth in § 4e, this Contract may be terminated at Seller's option.

169 6. APPRAISAL PROVISIONS.

170 a. Appraisal Condition.

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

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

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

185 (4) **VA.** It is expressly agreed that, notwithstanding any other provisions of this Contract, the purchaser (Buyer) shall not incur any
186 penalty by forfeiture of Earnest Money or otherwise or be obligated to complete the purchase of the Property described herein, if the Contract
187 Purchase Price or cost exceeds the reasonable value of the Property established by the Department of Veterans Affairs. The purchaser (Buyer)
188 shall, however, have the privilege and option of proceeding with the consummation of this Contract without regard to the amount of the reasonable
189 value established by the Department of Veterans Affairs.

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

191 7. EVIDENCE OF TITLE.

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

- 197 (1) parties in possession,
- 198 (2) unrecorded easements,
- 199 (3) survey matters,
- 200 (4) any unrecorded mechanics' liens,
- 201 (5) gap period (effective date of commitment to date deed is recorded), and
- 202 (6) unpaid taxes, assessments and unredeemed tax sales prior to the year of Closing.

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

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

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

216 d. Common Interest Community Documents.

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

218 (2) **Common Interest Community Disclosure.** THE PROPERTY IS LOCATED WITHIN A COMMON INTEREST
219 COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR SUCH COMMUNITY. THE OWNER OF THE PROPERTY WILL BE
220 REQUIRED TO BE A MEMBER OF THE OWNER'S ASSOCIATION FOR THE COMMUNITY AND WILL BE SUBJECT TO THE
221 BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION. THE DECLARATION, BYLAWS, AND RULES AND
222 REGULATIONS WILL IMPOSE FINANCIAL OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION
223 TO PAY ASSESSMENTS OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION
224 COULD PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS, AND
225 RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING CHANGES TO THE PROPERTY
226 WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A COMMITTEE OF THE ASSOCIATION) AND THE
227 APPROVAL OF THE ASSOCIATION. PURCHASERS OF PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD
228 INVESTIGATE THE FINANCIAL OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY
229 READ THE DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION.

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

236 (4) **CIC Documents to Buyer.**

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

239 (b) **Seller Authorizes Association.** Seller authorizes the Association to provide the CIC Documents to Buyer, at Seller's
240 expense.

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

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

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

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

253 8. TITLE AND SURVEY REVIEW.

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

260 b. **Matters Not Shown by the Public Records.** Seller shall deliver to Buyer, on or before **Off-Record Matters Deadline** (§ 2c) true
261 copies of all leases and surveys in Seller's possession pertaining to the Property and shall disclose to Buyer all easements, liens (including, without
262 limitation, governmental improvements approved, but not yet installed) or other title matters (including, without limitation, rights of first refusal,
263 and options) not shown by the public records of which Seller has actual knowledge. Buyer shall have the right to inspect the Property to
264 investigate if any third party has any right in the Property not shown by the public records (such as an unrecorded easement, unrecorded lease, or
265 boundary line discrepancy). Written notice of any unsatisfactory condition disclosed by Seller or revealed by such inspection, notwithstanding §
266 13, shall be signed by or on behalf of Buyer and delivered to Seller on or before **Off-Record Matters Objection Deadline** (§ 2c). If Seller does
267 not receive Buyer's notice by said date, Buyer accepts title subject to such rights, if any, of third parties of which Buyer has actual knowledge.

268 c. **Survey Review.**

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

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

274 d. **Special Taxing Districts.** SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS
275 PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY
276 OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND EXCESSIVE TAX BURDENS TO SUPPORT
277 THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO
278 DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYER SHOULD INVESTIGATE THE DEBT
279 FINANCING REQUIREMENTS OF THE AUTHORIZED GENERAL OBLIGATION INDEBTEDNESS OF SUCH DISTRICTS, EXISTING MILL
280 LEVIES OF SUCH DISTRICT SERVICING SUCH INDEBTEDNESS, AND THE POTENTIAL FOR AN INCREASE IN SUCH MILL LEVIES.

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

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

290 f. **Right of First Refusal or Appraisal.** If there is a right of first refusal on the Property, or a right to approve this Contract, Seller shall
291 promptly submit this Contract according to the terms and conditions of such right. If the holder of the right of first refusal exercises such right or
292 the holder of a right to approve disapproves this Contract, this Contract shall terminate. If the right of first refusal is waived explicitly or expires,
293 or the Contract is approved, this Contract shall remain in full force and effect. Seller shall promptly notify Buyer of the foregoing. If expiration or
294 waiver of the right of first refusal or Contract approval has not occurred on or before **Right of First Refusal Deadline** (§ 2c), this Contract shall
295 terminate.

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

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

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

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

313 b. **Inspection Object Deadline.** Buyer shall have the right to have inspections of the physical condition of the Property and Inclusions,
314 at Buyer's expense. If the physical condition of the Property or Inclusions is unsatisfactory in Buyer's subjective discretion, Buyer shall, on or
315 before **Inspection Object Deadline** (§ 2c):

- 316 (1) notify Seller in writing that this Contract is terminated, or
317 (2) deliver to Seller a written description of any unsatisfactory physical condition which Buyer requires Seller to correct (Notice to
318 Correct).

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

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

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

328 e. **Damage, Liens and Indemnity.** Buyer is responsible for payment for all inspections, tests, surveys, engineering reports, or any other
329 work performed at Buyer's request and shall pay for any damage which occurs to the Property and Inclusions as a result of such activities. Buyer
330 shall not permit claims or liens of any kind against the Property for inspections, tests, surveys, engineering reports, or any other work performed
331 on the Property at Buyer's request. Buyer agrees to indemnify, protect and hold Seller harmless from and against any liability, damage, cost or
332 expense incurred by Seller in connection with any such inspection, claim, or lien. This indemnity includes Seller's right to recover all costs and
333 expenses incurred by Seller to enforce this section, including Seller's reasonable attorney and legal fees. The provisions of this section shall
334 survive the termination of this Contract.

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

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

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

343 12. **CLOSING.** Delivery of deed from Seller to Buyer shall be at closing (Closing). Closing shall be on the date specified as the **Closing Date**
344 (§ 2c) or by mutual agreement at an earlier date. The hour and place of Closing shall be as designated by _____.

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

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

- 352 **b.** distribution utility easements (including cable TV),
353 **c.** those specifically described rights of third parties not shown by the public records of which Buyer has actual knowledge and which were
354 accepted by Buyer in accordance with § 8b (Matters Not Shown by the Public Records) and § 8c (Survey Review),
355 **d.** inclusion of the Property within any special taxing district,
356 **e.** the benefits and burdens of any recorded declaration and party wall agreements, if any, and
357 **f.** other _____.

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

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

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

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

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

366 **d. Status Letter and Transfer Fees.** Any fees incident to the issuance of Association's statement of assessments (Status Letter) shall be
367 paid by Buyer Seller One-Half by Buyer and One-Half by Seller. Any fees incident to the transfer from Seller to Buyer assessed by
368 the Association (Association's Transfer Fee) shall be paid by Buyer Seller One-Half by Buyer and One-Half by Seller.

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

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

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

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

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

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

387 **d. Other Prorations.** Water and sewer charges, interest on continuing loan, and _____.

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

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

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

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

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

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

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

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

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

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

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

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

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

428 **(2) Liquidated Damages.** All Earnest Money (whether or not paid by Buyer) shall be forfeited by Buyer, paid to Seller, and retained
429 by Seller. Both parties shall thereafter be released from all obligations hereunder. It is agreed that the Earnest Money specified in § 4 is
430 LIQUIDATED DAMAGES, and not a penalty, which amount the parties agree is fair and reasonable and (except as provided in §§ 10e, 19, 21c,
431 22, 23), said forfeiture shall be SELLER'S SOLE AND ONLY REMEDY for Buyer's failure to perform the obligations of this Contract. Seller
432 expressly waives the remedies of specific performance and additional damages.

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

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

438 **22. MEDIATION.** If a dispute arises relating to this Contract, prior to or after Closing, and is not resolved, the parties shall first proceed in good
439 faith to submit the matter to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute
440 informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding.
441 The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The mediation, unless otherwise
442 agreed, shall terminate in the event the entire dispute is not resolved within 30 calendar days of the date written notice requesting mediation is
443 delivered by one party to the other at the party's last known address. This section shall not alter any date in this Contract, unless otherwise agreed.

444 **23. EARNEST MONEY DISPUTE.** Except as otherwise provided herein, Earnest Money Holder shall release the Earnest Money as directed by
445 written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding the Earnest Money (notwithstanding any
446 termination of this Contract), Earnest Money Holder shall not be required to take any action. Earnest Money Holder, at its option and sole
447 discretion, may (a) await any proceeding, (b) interplead all parties and deposit Earnest Money into a court of competent jurisdiction and shall
448 recover court costs and reasonable attorney and legal fees, or (c) deliver written notice to Buyer and Seller that unless Earnest Money Holder
449 receives a copy of the Summons and Complaint or Claim (between Buyer and Seller), containing the case number of the lawsuit (Lawsuit) within
450 120 calendar days of Earnest Money Holder's written notice is delivered to the parties, Earnest Money Holder shall be authorized to return the
451 Earnest Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit, and has not interpleaded the monies at the time of
452 any Order, Earnest Money Holder shall disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the obligation of
453 Mediation (§ 22).

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

456 **25. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate Commission.)
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476 **26. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL.** This agreement constitutes the entire Contract between the parties relating to
477 the subject hereof, and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Contract. No
478 subsequent modification of any of the terms of this Contract shall be valid, binding upon the parties, or enforceable unless made in writing and
479 signed by the parties. Any obligation in this Contract that, by its terms, is intended to be performed after termination or Closing shall survive the
480 same.

481 **27. FORECLOSURE DISCLOSURE AND PROTECTION.** Seller acknowledges that, to Seller's current actual knowledge, the Property
482 **IS** **IS NOT** in foreclosure. In the event this transaction is subject to the provisions of the Colorado Foreclosure Protection Act (the Act) (i.e.,
483 generally the Act requires that the Property is residential, in foreclosure, and Buyer does not reside in it for at least 1 year), a different contract that

484 complies with the provisions of the Act is required, and this Contract shall be void and of no effect unless the Foreclosure Property Addendum is
485 executed by all parties concurrent with the signing of this Contract. The parties are further advised to consult with their own attorney.

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

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

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

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

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

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501
502

Date: _____

Date: _____

Buyer

Buyer

Address: _____

Address: _____

Phone No.: _____

Phone No.: _____

Fax No.: _____

Fax No.: _____

Email Address: _____

Email Address: _____

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

Date: _____

Date: _____

Seller

Seller

Address: _____

Address: _____

Phone No.: _____

Phone No.: _____

Fax No.: _____

Fax No.: _____

Email Address: _____

Email Address: _____

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30. COUNTER; REJECTION. This offer is Countered Rejected.
Initials only of party (Buyer or Seller) who countered or rejected offer _____

END OF CONTRACT

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

SELLING BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

(To be completed by Selling Broker)

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

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

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

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

Selling Brokerage Firm's Name: _____
Date: _____

Broker
Address: _____

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

LISTING BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

(To be completed by Listing Broker)

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

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

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

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

Listing Brokerage Firm's Name: _____
Date: _____

Broker
Address: _____

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