



The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.  
(LC50-5-09) (Mandatory 7-09)

**THIS IS A BINDING CONTRACT. THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.**

**Compensation charged by real estate brokerage firms is not set by law. Such charges are established by each real estate brokerage firm.**

**DIFFERENT BROKERAGE RELATIONSHIPS ARE AVAILABLE WHICH INCLUDE BUYER AGENCY, SELLER AGENCY OR TRANSACTION-BROKERAGE.**

**AD M 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.

**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.**

50 3.5.1. A Sale is the voluntary transfer or exchange of any interest in the Property or the voluntary creation of the  
51 obligation to convey any interest in the Property, including a contract or lease. It also includes an agreement to transfer any  
52 ownership interest in an entity which owns the Property.

53  3.5.2. If this box is checked, Seller authorizes Broker to negotiate leasing the Property. Lease of the Property or Lease  
54 means any lease of an interest in the Property.

55 3.6. **Listing Period.** The Listing Period of this Seller Listing Contract shall begin on \_\_\_\_\_, and  
56 shall continue through the earlier of (1) completion of the Sale of the Property or (2) \_\_\_\_\_. Broker shall  
57 continue to assist in the completion of any transaction for which compensation is payable to Brokerage Firm under § 7 of this Seller  
58 Listing Contract.

59 3.7. **Applicability of Terms.** A check or similar mark in a box means that such provision is applicable. The abbreviation "N/A"  
60 or the word "Deleted" means not applicable. The abbreviation "MEC" (mutual execution of this contract) means the latest date upon  
61 which both parties have signed this Seller Listing Contract.

62 3.8. **Day; Computation of Period of Days, Deadline.**

63 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., United  
64 States Mountain Time (Standard or Daylight Savings as applicable).

65 3.8.2. **Computation of Period of Days, Deadline.** In computing a period of days, when the ending date is not specified,  
66 the first day is excluded and the last day is included, e.g., three days after MEC. If any deadline falls on Saturday, Sunday  
67 or federal or Colorado state holiday (Holiday), such deadline  **Shall**  **Shall Not** be extended to the next day not a  
68 Saturday, Sunday or Holiday. Should neither box be checked, the deadline shall not be extended.

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70 **4. BROKERAGE RELATIONSHIP.**

71 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 (Seller's  
72 Agent). If the Transaction-Brokerage box at the top of page 1 is checked, Broker shall act as a Transaction-Broker.

73 4.2. **In-Company Transaction - Different Brokers.** When Seller and buyer in a transaction are working with different brokers,  
74 those brokers continue to conduct themselves consistent with the brokerage relationships they have established. Seller acknowledges  
75 that Brokerage Firm is allowed to offer and pay compensation to brokers within Brokerage Firm working with a buyer.

76 4.3. **In-Company Transaction - One Broker.** If Seller and buyer are both working with the same broker, Broker shall function  
77 as:

78 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:

79 4.3.1.1. **Seller Agency Only.** Unless the box in § 4.3.1.2 (**Seller Agency Unless Brokerage Relationship with**  
80 **Both**) is checked, Broker shall represent Seller as Seller's Agent and shall treat the buyer as a customer. A  
81 customer is a party to a transaction with whom Broker has no brokerage relationship. Broker shall disclose to  
82 such customer Broker's relationship with Seller.

83  4.3.1.2. **Seller Agency Unless Brokerage Relationship with Both.** If this box is checked, Broker shall  
84 represent Seller as Seller's Agent and shall treat the buyer as a customer, unless Broker currently has or enters  
85 into an agency or Transaction-Brokerage relationship with the buyer, in which case Broker shall act as a  
86 Transaction-Broker.

87 4.3.2. **Transaction-Broker.** If the Transaction-Brokerage box at the top of page 1 is checked, or in the event neither box  
88 is checked, Broker shall work with Seller as a Transaction-Broker. A Transaction-Broker shall perform the duties described  
89 in § 5 and facilitate sales transactions without being an advocate or agent for either party. If Seller and buyer are working  
90 with the same broker, Broker shall continue to function as a Transaction-Broker.

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

94 5.1. Broker shall exercise reasonable skill and care for Seller, including, but not limited to the following:

95 5.1.1. Performing the terms of any written or oral agreement with Seller;

96 5.1.2. Presenting all offers to and from Seller in a timely manner regardless of whether the Property is subject to a  
97 contract for Sale;

98 5.1.3. Disclosing to Seller adverse material facts actually known by Broker;

99 5.1.4. Advising Seller regarding the transaction and advising Seller to obtain expert advice as to material matters about  
100 which Broker knows but the specifics of which are beyond the expertise of Broker;

101 5.1.5. Accounting in a timely manner for all money and property received; and

102 5.1.6. Keeping Seller fully informed regarding the transaction.

103 5.2. Broker shall not disclose the following information without the informed consent of Seller:

104 5.2.1. That Seller is willing to accept less than the asking price for the Property;

105 5.2.2. What the motivating factors are for Seller to sell the Property;

106 5.2.3. That Seller will agree to financing terms other than those offered;

107 5.2.4. Any material information about Seller unless disclosure is required by law or failure to disclose such information  
108 would constitute fraud or dishonest dealing; or

109 5.2.5. Any facts or suspicions regarding circumstances that could psychologically impact or stigmatize the Property.

110 5.3. Seller consents to Broker's disclosure of Seller's confidential information to the supervising broker or designee for the  
111 purpose of proper supervision, provided such supervising broker or designee shall not further disclose such information without  
112 consent of Seller, or use such information to the detriment of Seller.

- 113 5.4. Brokerage Firm may have agreements with other sellers to market and sell their property. Broker may show alternative
- 114 properties not owned by Seller to other prospective buyers and list competing properties for sale.
- 115 5.5. Broker shall not be obligated to seek additional offers to purchase the Property while the Property is subject to a contract for
- 116 Sale.
- 117 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
- 118 independently verify the accuracy or completeness of statements made by Seller or independent inspectors. Broker has no duty to
- 119 conduct an independent investigation of a buyer's financial condition or to verify the accuracy or completeness of any statement made
- 120 by a buyer.
- 121 5.7. Seller understands that Seller shall not be liable for Broker's acts or omissions that have not been approved, directed, or
- 122 ratified by Seller.
- 123 5.8. When asked, Broker  Shall  Shall Not disclose to prospective buyers and cooperating brokers the existence of
- 124 offers on the Property and whether the offers were obtained by Broker, a broker within Brokerage firm or by another broker.

125 **6. ADDITIONAL DUTIES OF SELLER'S AGENT.** If the Seller Agency box at the top of page 1 is checked, Broker is a Seller's

126 Agent, with the following additional duties:

- 127 6.1. Promoting the interests of Seller with the utmost good faith, loyalty and fidelity.
- 128 6.2. Seeking a price and terms that are set forth in this Seller Listing Contract.
- 129 6.3. Counseling Seller as to any material benefits or risks of a transaction that are actually known by Broker.

130 **7. COMPENSATION TO BROKERAGE FIRM; COMPENSATION TO COOPERATIVE BROKER.** Seller agrees that any

131 Brokerage Firm compensation that is conditioned upon the Sale of the Property shall be earned by Brokerage Firm as set forth herein

132 without any discount or allowance for any efforts made by Seller or by any other person in connection with the Sale of the Property.

- 133 7.1. **Amount.** In consideration of the services to be performed by Broker, Seller agrees to pay Brokerage Firm as follows:
- 134 7.1.1. **Sale Commission.** (1) \_\_\_\_\_ % of the gross purchase price or (2) \_\_\_\_\_ , in U.S.
- 135 dollars.
- 136 7.1.2. **Lease Commission.** If the box in § 3.5.2. is checked, Brokerage Firm shall be paid a fee equal to (1)
- 137 \_\_\_\_\_ % of the gross rent under the lease, or (2) \_\_\_\_\_ , in U.S. dollars, payable as follows:
- 138 \_\_\_\_\_

- 139 7.2. **When Earned.** Such commission shall be earned upon the occurrence of any of the following:
- 140 7.2.1. Any Sale of the Property within the Listing Period by Seller, by Broker or by any other person;
- 141 7.2.2. Broker finding a buyer who is ready, willing and able to complete the transaction as specified herein by Seller; or
- 142 7.2.3. Any Sale (or Lease if § 3.5.2. is checked) of the Property within \_\_\_\_\_ calendar days subsequent to
- 143 the expiration of the Listing Period (Holdover Period) to anyone with whom Broker negotiated and whose name was
- 144 submitted, in writing, to Seller by Broker during the Listing Period (including any extensions thereof). However, Seller
- 145  Shall  Shall Not owe the commission to Brokerage Firm under this § 7.2.3 if a commission is earned by another
- 146 licensed real estate brokerage firm acting pursuant to an exclusive agreement entered into during the Holdover Period. If no
- 147 box is checked, above in this § 7.2.3 then (Shall/Not) shall apply and Seller shall not owe the commission to Brokerage Firm.

- 148 7.3. **When Applicable and Payable.** The commission obligation shall apply to a Sale made during the Listing Period or any
- 149 extension of such original or extended term. The commission described in § 7.1.1 shall be payable at the time of the closing
- 150 of the Sale, or, if there is no closing (due to the refusal or neglect of Seller) then on the contracted date of closing, as
- 151 contemplated by § 7.2.1 or § 7.2.3. or upon fulfillment of § 7.2.2 where the offer made by such buyer is not accepted by
- 152 Seller.

- 153 7.4. **Other Compensation.** \_\_\_\_\_

- 154 7.5. **Cooperative Broker Compensation.** Broker shall seek assistance from, and Brokerage Firm offers compensation to,
- 155 outside brokerage firms, whose brokers are acting as:
- 156  Buyer Agents: \_\_\_\_\_ % of the gross sales price or \_\_\_\_\_ , in U.S. dollars.
- 157  Transaction-Brokers: \_\_\_\_\_ % of the gross sales price or \_\_\_\_\_ , in U.S. dollars.

158 **8. LIMITATION ON THIRD-PARTY COMPENSATION.** Neither Broker nor the Brokerage Firm, except as set forth in § 7, shall

159 accept compensation from any other person or entity in connection with the Property without the written consent of Seller. Additionally,

160 neither Broker nor Brokerage Firm shall assess or receive mark-ups or other compensation for services performed by any third party or

161 affiliated business entity unless Seller signs a separate written consent.

162 **9. OTHER BROKERS' ASSISTANCE, MULTIPLE LISTING SERVICE (MLS) AND MARKETING.** Seller has been advised

163 by Broker of the advantages and disadvantages of various marketing methods, including advertising and the use of MLS and various

164 methods of making the Property accessible by other brokerage firms (e.g., using lock boxes, by-appointment-only showings, etc.) and

165 whether some methods may limit the ability of another broker to show the Property. After having been so advised, Seller has chosen the

166 following (check all that apply):

- 167 9.1. **MLS/Information Exchange.**
- 168 9.1.1. The Property  Shall  Shall Not be submitted to one or more multiple listing services and  Shall  Shall
- 169 Not be submitted to one or more property information exchanges. If submitted, Seller authorizes Broker to provide timely
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notice of any status change to such multiple listing services and information exchanges. Upon transfer of deed from Seller to buyer, Seller authorizes Broker to provide sales information to such multiple listing services and information exchanges.

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

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

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

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

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

Lock Box

Other instructions:

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

9.4. Brokerage Services. The Broker shall provide brokerage services to Seller.

10. SELLER'S OBLIGATIONS TO BROKER: DISCLOSURES AND CONSENT.

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

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

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

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

10.5. Colorado Foreclosure Protection Act. The Colorado Foreclosure Protection Act (Act) generally requires that (1) the Property is residential, (2) any loan secured by the Property is at least thirty days delinquent or in default. (3) Buyer does not reside in the Property for at least one year and (4) Buyer is subject to the Act. If all requirements 1, 2 and 3 are met and the Act otherwise applies, then a contract between Buyer and Seller for the sale of the Property, that complies with the provisions of the Act is required. Therefore, if the Act applies, Seller agrees, Broker is not authorized to prepare such a contract for the sale of the Property. It is recommended that an attorney prepare the required documents.

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

11.1. Price: U.S. \$ \_\_\_\_\_

11.2. Terms:  Cash  Conventional  FHA  VA  
 Other: \_\_\_\_\_

11.3. Loan Discount Points. \_\_\_\_\_

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

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

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

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

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

13. INCLUSIONS AND EXCLUSIONS.

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13.1. **Inclusions.** The Purchase Price includes the following items (Inclusions):  
13.1.1. **Fixtures.** If attached to the Property on the date of this Seller Listing 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

13.1.2. **Personal Property.** If on the Property whether attached or not on the date of this Seller Listing 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); and

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.

13.1.3. **Trade Fixtures.** The following trade fixtures:

**A** 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.

13.1.4. **Parking and Storage Facilities.**  **Use Only**  **Ownership** of the following parking facilities;

and  **Use Only**  **Ownership** of the following storage facilities:

13.1.5. **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 \_\_\_\_\_.

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

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

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

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

The Property is subject to the following leases and tenancies:

If the Property has been or will be subject to any governmental liens for special improvements installed at the time of signing 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.

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

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

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

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

subject to leases and tenancies as described in §14.

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

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

18.2. **Seller's Obligations.**

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

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

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

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

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

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

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

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

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

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

25. **MEDIATION.** If a dispute arises relating to this Seller Listing Contract, prior to or after closing, and is not resolved, the parties shall first proceed in good 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 informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree, in writing, before any settlement is binding. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The mediation, unless otherwise agreed, shall terminate in the event the entire dispute is not

360 resolved within 30 calendar days of the date written notice requesting mediation is delivered by one party to the other at the party's last  
361 known address.

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

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366 **27. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate  
367 Commission.)

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370 **28. ATTACHMENTS.** The following are a part of this Seller Listing Contract:

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

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

377 **30.1. Physical Delivery.** All notices must be in writing, except as provided in § 30.2. Any document, including a signed  
378 document or notice, delivered to the other party to this Seller Listing Contract, is effective upon physical receipt. Delivery to Seller  
379 shall be effective when physically received by Seller, any signator on behalf of Seller, any named individual of Seller or  
380 representative of Seller.

381 **30.2. Electronic Delivery.** As an alternative to physical delivery, any document, including any signed document or written  
382 notice may be delivered in electronic form only by the following indicated methods:  Facsimile  E-mail  Internet  No  
383 Electronic Delivery. Documents with original signatures shall be provided upon request of any party.

384 **30.3. Choice of Law.** This Seller Listing Contract and all disputes arising hereunder shall be governed by and construed in  
385 accordance with the law of the State of Colorado that would be applicable to Colorado residents who sign a contract in this state for  
386 property located in Colorado.

387  
388 **31. MODIFICATION OF THIS LISTING CONTRACT.** No subsequent modification of any of the terms of this Seller Listing  
389 Contract shall be valid, binding upon the parties, or enforceable unless made in writing and signed by the parties.

390  
391 **32. COUNTERPARTS.** If more than one person is named as a Seller herein, this Seller Listing Contract may be executed by each  
392 Seller, separately, and when so executed, such copies taken together with one executed by Broker on behalf of Brokerage Firm shall be  
393 deemed to be a full and complete contract between the parties.

394  
395 **33. ENTIRE AGREEMENT.** This agreement constitutes the entire contract between the parties, and any prior agreements, whether oral  
396 written, have been merged and integrated into this Seller Listing Contract.

397  
398 **34. COPY OF CONTRACT.** Seller acknowledges receipt of a copy of this Seller Listing Contract signed by Broker, including all  
399 attachments.

400  
401 Brokerage Firm authorizes Broker to execute this Seller Listing Contract on behalf of Brokerage Firm.

402

SELLER'S SIGNATURE \_\_\_\_\_ S \_\_\_\_\_ DATE \_\_\_\_\_

SELLER'S SIGNATURE \_\_\_\_\_ M \_\_\_\_\_ DATE \_\_\_\_\_

403 Seller's Email Address: \_\_\_\_\_ E

404  
405 Broker's Name: \_\_\_\_\_

406 Address: \_\_\_\_\_

407 Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

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

The Source for Pagosa Real Estate, LLC  
PO Box 4580  
286 Pagosa Street  
Pagosa Springs, CO. 81157  
Phone: 970-264-7000, Fax: 970-264-7070

By: \_\_\_\_\_  
Signature Administrator Date

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

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