



Boulder Real Estate Services
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Boulder, CO 80302
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The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (LC10-5-04)

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

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

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

**EXCLUSIVE RIGHT-TO-SELL LISTING CONTRACT
 (RESIDENTIAL)
 (SELLER AGENCY)**

Date: _____

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

2. AGENCY RELATIONSHIP.

a. Multiple-Person Firm. If this box is checked, the individual designated by Brokerage Firm to serve as the limited agent of Seller and to perform the services for Seller required by this contract is called Broker. If more than one individual is so designated, then references in this contract to Broker shall include all persons so designated, including substitute or additional brokers. The agency relationship exists only with Broker and does not extend to the employing broker, Brokerage Firm or to any other brokers employed or engaged by Brokerage Firm who are not so designated.

b. One-Person Firm. If this box is checked, Broker is a real estate brokerage firm with only one licensed natural person. References in this contract to Broker or Brokerage Firm mean both the licensed natural person and brokerage firm who shall serve as the limited agent of Seller and perform the services for Seller required by this contract.

3. DEFINED TERMS.

a. Seller: _____

b. Brokerage Firm: _____

46 c. **Broker:** _____

47
48 d. **Property.** The Property is the following legally described real estate:
49

51 in the County of _____, Colorado, commonly known as No.

52
53 _____
54 Street Address City State Zip

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

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

60 f. **Listing Period.** The Listing Period of this contract shall begin on _____, and
61 shall continue through the earlier of (1) completion of the Sale of the Property or (2) _____
62 _____. Broker shall continue to assist in the completion of any transaction
63 for which compensation is payable to Brokerage Firm under § 14 of this contract.
64

65 g. **Applicability of Terms.** A check or similar mark in a box means that such provision is
66 applicable. The abbreviation “N/A” means not applicable. The abbreviation “MEC” (mutual execution
67 of this contract) means the latest date upon which both parties have signed this contract.
68

69
70 4. **BROKERAGE SERVICES AND DUTIES.** Brokerage Firm, acting through Broker, shall
71 provide brokerage services to Seller. Broker shall exercise reasonable skill and care for Seller.
72

73 a. Broker, as Seller’s agent, shall promote the interests of Seller with the utmost good faith,
74 loyalty and fidelity, including, but not limited to:

- 75 (1) Seeking a price and terms that are acceptable to Seller; except that Broker shall
76 not be obligated to seek additional offers to purchase the Property while the
77 Property is subject to a contract for Sale;
- 78 (2) Presenting all offers to and from Seller in a timely manner regardless of whether
79 the Property is subject to a contract for Sale;
- 80 (3) Disclosing to Seller adverse material facts actually known by Broker;
- 81 (4) Counseling Seller as to any material benefits or risks of a transaction that are
82 actually known by Broker;
- 83 (5) Advising Seller to obtain expert advice as to material matters about which Broker
84 knows but the specifics of which are beyond the expertise of Broker; and
- 85 (6) Accounting in a timely manner for all money and property received.

86
87 b. Broker shall not disclose the following information without the informed consent of
88 Seller:

- 89 (1) That Seller is willing to accept less than the asking price for the Property;
- 90 (2) What the motivating factors are for Seller to sell the Property;
- 91 (3) That Seller will agree to financing terms other than those offered;
- 92 (4) Any material information about Seller unless the disclosure is required by law or
93 failure to disclose such information would constitute fraud or dishonest dealing;
94 or

95 (5) Any facts or suspicions regarding circumstances that could psychologically
96 impact or stigmatize the Property.
97

98 c. Seller consents to Broker's disclosure of Seller's confidential information to the
99 supervising broker or designee for the purpose of proper supervision, provided such supervising broker
100 or designee shall not further disclose such information without consent of Seller, or use such information
101 to the detriment of Seller.
102

103 d. Seller shall not be vicariously liable for the acts of Broker that are not approved, directed
104 or ratified by Seller.
105

106 e. Broker has no duty to conduct an independent inspection of the Property for the benefit
107 of a buyer and has no duty to independently verify the accuracy or completeness of statements made by
108 Seller or independent inspectors. Broker has no duty to conduct an independent investigation of a
109 buyer's financial condition or to verify the accuracy or completeness of any statement made by a buyer.
110

111 f. **In-Company Transaction – Different Brokers.** When Seller and buyer in a transaction
112 are working with different brokers, those brokers continue to conduct themselves consistent with the
113 brokerage relationships they have established. Seller acknowledges that Brokerage Firm is allowed to
114 offer and pay compensation to brokers within Brokerage Firm working with a buyer.
115

116 g. **In-Company Transaction – One Broker.** If Seller and buyer are both working with the
117 same broker the following applies:
118

119 **Check One Box Only**

120
121 (1) **Seller's Agent.** If this box is checked, Broker shall represent Seller as Seller's Agent
122 and shall treat the buyer as a customer. A customer is a party to a transaction with whom Broker has no
123 brokerage relationship. Broker shall disclose to such customer Broker's relationship with Seller.
124

125 (2) **Seller's Agent Unless Brokerage Relationship with Both.** If this box is checked,
126 Broker shall represent Seller as Seller's Agent and shall treat the buyer as a customer, unless Broker
127 currently has or enters into an agency or Transaction-Brokerage relationship with the buyer, in which
128 case Broker shall act as a Transaction-Broker.
129

130 (3) **Transaction-Broker.** If this box is checked, Broker shall (if also permitted by
131 buyer) act as a Transaction-Broker. When acting as a Transaction-Broker, a broker assists the parties
132 throughout a contemplated real estate transaction with communication, interposition, advisement,
133 negotiation, contract terms and the closing of the transaction without being an agent or advocate for the
134 interests of either party to the transaction. Broker, when acting as a Transaction-Broker, may disclose
135 any information to one party that Broker gains from the other party if the information is relevant to the
136 transaction or party, except Broker shall not disclose the following information without prior consent:

- 137 (a) That buyer is willing to pay more than the purchase price offered for the Property;
138 (b) That Seller is willing to accept less than the asking price for the Property;
139 (c) What the motivating factors are for any party buying or selling the Property;
140 (d) That Seller or buyer will agree to financing terms other than those offered;
141 (e) Any material information about the other party unless:
142 (1) the disclosure is required by law,
143 (2) the disclosure pertains to adverse material facts about buyer's financial
144 ability to perform the terms of the transaction,

- 145 (3) the disclosure pertains to buyer's intent to occupy the Property as a
146 principal residence, or
147 (4) failure to disclose such information would constitute fraud or dishonest
148 dealing.
149

150 **5. SELLER'S OBLIGATIONS TO BROKER.** Seller agrees to conduct all negotiations for the
151 Sale of the Property only through Broker, and to refer to Broker all communications received in any
152 form from real estate brokers, prospective buyers, tenants or any other source during the Listing Period
153 of this contract. Seller represents that Seller **Is** **Is Not** currently a party to any listing agreement
154 with any other broker to sell the Property.
155

156 **6. PRICE AND TERMS.**

157
158 a. **Price:** U.S. \$ _____

159
160 b. **Terms:** **Cash** **Conventional** **FHA** **VA**
161 **Other:**

162
163
164 c. **Loan Discount Points:**

165
166 d. **Buyer's Closing Costs (FHA/VA).** Seller shall pay closing costs and fees that Buyer is
167 not allowed to pay, in an amount not to exceed \$ _____ for only the following items: third party
168 document preparation, tax service, tax certificate and
169

170
171 e. **Earnest Money.** Minimum amount of earnest money deposit U.S. \$ _____ in
172 the form of _____.

173
174 f. **Seller Proceeds.** Seller will receive net proceeds of closing as indicated:
175 **Cashier's Check** at Seller's expense; **Funds Electronically Transferred (Wire**
176 **Transfer)** to an account specified by Seller, at Seller's expense; or **Closing Company's**
177 **Trust Account Check.**
178

179
180 g. **Advisory-Tax Withholding.** The Internal Revenue Service and the Colorado
181 Department of Revenue may require closing company to withhold a substantial portion of the
182 proceeds of this Sale when Seller either (1) is a foreign person or (2) will not be a Colorado resident
183 after closing. Seller should inquire of Seller's tax advisor to determine if withholding applies or if an
184 exemption exists.
185

186
187 **7. DEPOSITS.** Brokerage Firm is authorized to accept earnest money deposits received by
188 Broker pursuant to a proposed Sale contract. Brokerage Firm is authorized to deliver the earnest
189 money deposit to the closing agent, if any, at or before the closing of the Sale contract.
190

191 **8. INCLUSIONS AND EXCLUSIONS.**

192
193 a. **Purchase Price.** The Purchase Price includes the following items (Inclusions):
194

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

201 (2) **Exclusions.** The following attached fixtures are excluded: .

203
204 (3) **Personal Property.** If on the Property whether attached or not on the date of this
205 contract: storm windows, storm doors, window and porch shades, awnings, blinds, screens, window
206 coverings, curtain rods, drapery rods, fireplace inserts, fireplace screens, fireplace grates, heating stoves,
207 storage sheds, and all keys. If checked, the following are included: **Water Softeners**
208 **Smoke/Fire Detectors,** **Security Systems,** **Satellite Systems** (including satellite
209 dishes); and _____

210 (4) **Transfer of Personal Property.** The Personal Property to be conveyed at
211 closing shall be conveyed, by Seller, free and clear of all taxes (except personal property taxes for the
212 year of closing), liens and encumbrances, except

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

215
216 (5) **Parking and Storage Facilities.** **Use Only** **Ownership** of the following
217 parking facilities: _____;
218 and the following storage facilities: _____.

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

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

223
224 **9. TITLE AND ENCUMBRANCES.** Seller represents to Broker that title to the Property is
225 solely in Seller's name. Seller shall deliver to Broker true copies of all relevant title materials, leases,
226 improvement location certificates and surveys in Seller's possession and shall disclose to Broker all
227 easements, liens and other encumbrances, if any, on the Property, of which Seller has knowledge. Seller
228 authorizes the holder of any obligation secured by an encumbrance on the Property to disclose to Broker
229 the amount owing on said encumbrance and the terms thereof. In case of Sale, Seller agrees to convey,
230 by a _____ deed, only that title Seller has in the Property. Property shall be
231 conveyed free and clear of all taxes, except the general taxes for the year of closing.

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

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

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

242
243 **10. EVIDENCE OF TITLE.** Seller agrees to furnish buyer, at Seller's expense, a current
244 commitment and an owner's title insurance policy in an amount equal to the Purchase Price in the form

245 specified in the Sale contract, or if this box is checked, **An Abstract of Title** certified to a current
246 date.

247
248 **11. ASSOCIATION ASSESSMENTS.** Seller represents that the amount of the regular owners'
249 association assessment is currently payable at \$ _____ per _____ and that there
250 are no unpaid regular or special assessments against the Property except the current regular assessments
251 and except _____.

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

254
255 **12. POSSESSION.** Possession of the Property shall be delivered to buyer as follows:
256 _____,
257 subject to leases and tenancies as described in § 9.

258
259 **13. MATERIAL DEFECTS, DISCLOSURES AND INSPECTION.**

260
261 **a. Broker's Obligations.** Colorado law requires a broker to disclose to any prospective
262 buyer all adverse material facts actually known by such broker including but not limited to adverse
263 material facts pertaining to the title to the Property and the physical condition of the Property, any
264 material defects in the Property, and any environmental hazards affecting the Property which are
265 required by law to be disclosed. These types of disclosures may include such matters as structural
266 defects, soil conditions, violations of health, zoning or building laws, and nonconforming uses and
267 zoning variances. Seller agrees that any buyer may have the Property and Inclusions inspected and
268 authorizes Broker to disclose any facts actually known by Broker about the Property.

269
270 **b. Seller's Obligations.**

271
272 **(1) Seller's Property Disclosure Form.** A seller is not required by law to provide a
273 Seller's Property Disclosure form. However, disclosure of known material latent (not obvious) defects is
274 required by law. Seller **Agrees** **Does Not Agree** to provide a Seller's Property Disclosure
275 form completed to the best of Seller's current, actual knowledge.

276
277 **(2) Lead-Based Paint.** Unless exempt, if the improvements on the Property include
278 one or more residential dwellings for which a building permit was issued prior to January 1, 1978, a
279 completed Lead-Based Paint Disclosure (Sales) form must be signed by Seller, the real estate licensees
280 and given to any potential buyer in a timely manner.

281
282 **14. COMPENSATION TO BROKERAGE FIRM.** Seller agrees that any Brokerage Firm
283 compensation that is conditioned upon the Sale of the Property shall be earned by Brokerage Firm as set
284 forth herein without any discount or allowance for any efforts made by Seller or by any other person in
285 connection with the Sale of the Property.

286
287 **a. Amount.** In consideration of the services to be performed by Broker, Seller agrees to
288 pay Brokerage Firm as follows:

289
290 **(1) Sale Commission.** (a) _____ % of the gross sales price in U.S. dollars, or
291 (b) _____.

292
293 **(2) Lease Commission.** (a) _____ % of the gross rent under the lease in U.S. dollars,
294 or (b) _____.

295
296 **b. When Earned.** Such commission shall be earned upon the happening of any of the
297 following:

298
299 (1) Any Sale of the Property within the Listing Period by Seller, by Broker or by any
300 other person;

301
302 (2) Broker finding a buyer who is ready, willing and able to complete the transaction
303 as specified herein by Seller; or

304
305 (3) Any Sale of the Property within _____ calendar days subsequent to the
306 expiration of the Listing Period (Holdover Period) to anyone with whom Broker negotiated and whose
307 name was submitted, in writing, to Seller by Broker during the Listing Period (including any extensions
308 thereof). However, Seller shall owe no commission to Brokerage Firm under this subsection (3) if a
309 commission is earned by another licensed real estate brokerage firm acting pursuant to an exclusive
310 agreement entered into during the Holdover Period.

311
312 **c. When Applicable and Payable.** The commission obligation shall apply to a Sale made
313 during the Listing Period or any extension of such original or extended term. The commission described
314 in subsection 14a(1) shall be payable at the time of the closing of the Sale as contemplated by subsection
315 14b(1) or 14b(3), or upon fulfillment of subsection 14b(2) where either the offer made by such buyer is
316 defeated by Seller or by the refusal or neglect of Seller to consummate the Sale as agreed upon.

317
318 **d. Lease and Lease Option Commissions.** If the transaction consists of a lease or a lease
319 and right to purchase the Property, the commission relating to the lease shall be as provided in
320 subsection 14a(2), payable as follows: _____

321
322 **e. Other Compensation.** _____

323
324 **15. LIMITATION ON THIRD-PARTY COMPENSATION.** Neither Broker nor the Brokerage
325 Firm, except as set forth in § 14, shall accept compensation from any other person or entity in
326 connection with the Property without the written consent of Seller. Additionally, neither Broker nor
327 Brokerage Firm shall assess or receive mark-ups or other compensation for services performed by any
328 third party or affiliated business entity unless Seller signs a separate written consent.

329
330 **16. OTHER BROKERS' ASSISTANCE, MULTIPLE LISTING SERVICE AND**
331 **MARKETING.** Seller has been advised by Broker of the advantages and disadvantages of various
332 marketing methods, the use of multiple listing services and various methods of making the Property
333 accessible by other brokerage firms (e.g., using lock boxes, by-appointment-only showings, etc.), and
334 whether some methods may limit the ability of another broker to show the Property. After having been
335 so advised, Seller has chosen the following (check all that apply):

336
337 **a. The Property**
338 **Shall** **Shall Not** be submitted to one or more multiple listing services.
339 **Shall** **Shall Not** be submitted to one or more property information exchanges.
340 Seller authorizes the use of electronic and all other marketing methods except:

342
343 Seller further authorizes use of the data by multiple listing services and property
information exchanges, if any.

344 Access to the Property by other brokerage firms may be by:

345 **Lock Box**

346 _____

347 Other instructions: _____

348
349 **b.** Broker shall seek assistance from, and Brokerage Firm offers compensation to, the
350 following brokers outside of Brokerage Firm:

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

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

353
354 **17. FORFEITURE OF PAYMENTS.** In the event of a forfeiture of payments made by a buyer,
355 the sums received shall be divided between Brokerage Firm and Seller, one-half thereof to Brokerage
356 Firm but not to exceed the Brokerage Firm compensation agreed upon herein, and the balance to Seller.
357 Any forfeiture of payment under this section shall not reduce any Brokerage Firm compensation under
358 § 14.

359
360 **18. COST OF SERVICES AND REIMBURSEMENT.** Unless otherwise agreed upon in writing,
361 Brokerage Firm shall bear all expenses incurred by Brokerage Firm, if any, to market the Property and
362 to compensate cooperating brokerage firms, if any. Neither Broker nor Brokerage Firm shall obtain
363 or order any other products or services unless Seller agrees in writing to pay for them promptly when due
364 (examples: surveys, radon tests, soil tests, title reports, engineering studies). Unless otherwise agreed,
365 neither Broker nor Brokerage Firm shall be obligated to advance funds for the benefit of Seller in order
366 to complete a closing. Seller shall reimburse Brokerage Firm for payments made by Brokerage Firm for
367 such products or services authorized by Seller.

368
369 **19. MAINTENANCE OF THE PROPERTY.** Neither Broker nor Brokerage Firm shall be
370 responsible for maintenance of the Property nor shall they be liable for damage of any kind occurring to
371 the Property, unless such damage shall be caused by their negligence or intentional misconduct.

372
373 **20. OTHER SELLERS.** Seller acknowledges that, under Colorado law, Brokerage Firm may have
374 agreements with other sellers to market and sell their properties.

375
376 **21. NONDISCRIMINATION.** The parties agree not to discriminate unlawfully against any
377 prospective buyer because of the race, creed, color, sex, marital status, national origin, familial status,
378 physical or mental handicap, religion or ancestry of such person.

379
380 **22. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this document,
381 Seller acknowledges that Broker has advised that this document has important legal consequences and
382 has recommended consultation with legal and tax or other counsel before signing this contract.

383
384 **23. MEDIATION.** If a dispute arises relating to this contract, prior to or after closing, and is not
385 resolved, the parties shall first proceed in good faith to submit the matter to mediation. Mediation is a
386 process in which the parties meet with an impartial person who helps to resolve the dispute informally
387 and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree
388 before any settlement is binding. The parties will jointly appoint an acceptable mediator and will share
389 equally in the cost of such mediation. The mediation, unless otherwise agreed, shall terminate in the
390 event the entire dispute is not resolved within 30 calendar days of the date written notice requesting
391 mediation is sent by one party to the other at the party's last known address.

392
393 **24. ATTORNEY FEES.** In the event of any arbitration or litigation relating to this contract,

394 the arbitrator or court shall award to the prevailing party all reasonable costs and expenses,
395 including attorney and legal fees.

396
397 **25. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved
398 by the Colorado Real Estate Commission.)
399

401
402 **26. ATTACHMENTS.** The following are a part of this contract:
403

405
406 **27. NOTICE, DELIVERY AND CHOICE OF LAW.**
407

408 **a. Physical Delivery.** Except for the notice requesting mediation described in § 23 and
409 except as provided in § 27b below, any notice to the other party to this contract must be in writing, and
410 is effective upon receipt.

411
412 **b. Electronic Delivery.** As an alternative to physical delivery, any signed document and
413 written notice may be delivered in electronic form by the following indicated methods only:
414 **Facsimile** **E-mail** **None.** Documents with original signatures shall be provided upon
415 request of any party.

416
417 **c. Choice of Law.** This contract and all disputes arising hereunder shall be governed by
418 and construed in accordance with the laws of the State of Colorado that would be applicable to Colorado
419 residents who sign a contract in this state for property located in Colorado.

420
421 **28. MODIFICATION OF THIS LISTING CONTRACT.** No subsequent modification of any of
422 the terms of this Listing Contract shall be valid, binding upon the parties, or enforceable unless made in
423 writing and signed by the parties.
424

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

429
430 **30. ENTIRE AGREEMENT.** This agreement constitutes the entire contract between the parties,
431 and any prior agreements, whether oral or written, have been merged and integrated into this contract.
432

433 **31. COPY OF CONTRACT.** Seller acknowledges receipt of a copy of this contract signed by
434 Broker, including all attachments.

435
436
437 Brokerage Firm authorizes Broker to execute this Listing Contract on behalf of Brokerage Firm.
438
439

Date: _____
Seller

Date: _____
Seller

444 Address: _____

445 Phone No.: _____ Fax No.: _____

446 Email Address: _____

447

448

Date: _____
Broker

449 Broker's Name: _____

450 Address: _____

451 Phone No.: _____ Fax No.: _____

452 Email Address: _____

453

454 Brokerage Firm's Name: _____

455 Address: _____

456 Phone No.: _____ Fax No.: _____

457 Email Address: _____

458