



The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (LC50-6-23) (Mandatory 1-24).

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

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

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

## EXCLUSIVE RIGHT-TO-SELL LISTING CONTRACT

**SELLER AGENCY**     **TRANSACTION-BROKERAGE**

Date: 3/17/2024

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

**2. BROKER AND BROKERAGE FIRM.**

**2.1. Multiple-Person Firm.** If this box is checked, Broker (as defined below) is 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. If more than one individual is so designated, then references in this Seller Listing Contract to Broker 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 (as defined below) is a brokerage firm with only one licensed person. References in this Seller Listing Contract to Broker or Brokerage Firm mean both the licensed person and brokerage firm who serve as the Broker of Seller and perform the services for Seller required by this Seller Listing Contract.

**3. DEFINED TERMS.**

**3.1. Seller:** David Rohal

**3.2. Brokerage Firm:** United Country-Wapiti Ranch Realty & Auction, LLC

**3.3. Broker:** Jackie Shepherd

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

**LOTS 1-4 BLK 3 ADAMS ADD TO TOWN OF WESTCLIFFE #1 AMENDED, LOT 5 BLK 3 ADAMS ADD TO TOWN OF WESTCLIFFE #1 AMENDED, LONG THIN STRIP IN SE4SE4 SEC 18-22-72 LYING E OF LOT 5 BLK 3 ADAMS ADD TO TOWN OF WESTCLIFFE #1 AMENDED**

known as No. 102-110 Rosita AVENUE Westcliffe, CO 81252,

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.

Initials \_\_\_\_\_

58  **3.5. Affordable Housing.** If this box is checked, Seller represents, to the best of Seller's actual  
59 knowledge, the Property **IS** part of an affordable housing program. If this box is **NOT** checked, Seller  
60 represents that Property is **NOT** part of an affordable housing program.

61 **3.6. Sale; Lease.**

62 **3.6.1.** A "Sale" of the Property is the voluntary transfer or exchange of any interest in the  
63 Property or the voluntary creation of the obligation to convey any interest in the Property, including a contract  
64 or lease. It also includes an agreement to transfer any ownership interest in an entity which owns the  
65 Property.  
66

67  **3.6.2.** If this box is checked, Seller authorizes Broker to negotiate a lease of the Property. "Lease of  
68 the Property" or "Lease" means any agreement between the Seller and a tenant to create a tenancy or  
69 leasehold interest in the Property.

70 **3.7. Listing Period.** The Listing Period of this Seller Listing Contract begins on 3/18/2024, and  
71 continues through the earlier of (1) completion of the Sale or, if applicable, Lease of the Property or (2)  
72 12/31/2024, and any written extensions (Listing Period). Broker must continue to assist in the completion of  
73 any Sale or Lease of the Property for which compensation is due and payable to Brokerage Firm under § 7 of  
74 this Seller Listing Contract.

75 **3.8. Applicability of Terms.** A check or similar mark in a box means that such provision is applicable.  
76 The abbreviation "N/A" or the word "Deleted" means not applicable. The abbreviation "MEC" (mutual  
77 execution of this contract) means the date upon which both parties have signed this Seller Listing Contract.

78 **3.9. Day; Computation of Period of Days, Deadline.**

79 **3.9.1. Day.** As used in this Seller Listing Contract, the term "day" means the entire day ending at  
80 11:59 p.m., United States Mountain Time (Standard or Daylight Savings as applicable).

81 **3.9.2. Computation of Period of Days, Deadline.** In computing a period of days, when the  
82 ending date is not specified (e.g., three days after MEC), the first day is excluded and the last day is  
83 included. If any deadline falls on a Saturday, Sunday, or federal or Colorado state holiday (Holiday), such  
84 deadline  **Will**  **Will Not** be extended to the next day that is not a Saturday, Sunday, or Holiday. Should  
85 neither box be checked, the deadline will not be extended.  
86  
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89 **4. BROKERAGE RELATIONSHIP.**

90 **4.1.** If the Seller Agency box at the top of page 1 is checked, Broker represents Seller as Seller's  
91 limited agent (Seller's Agent). If the Transaction-Brokerage box at the top of page 1 is checked, Broker acts  
92 as a Transaction-Broker.

93 **4.2. In-Company Transaction – Different Brokers.** When Seller and buyer in a transaction are  
94 working with different brokers within the Brokerage Firm, those brokers continue to conduct themselves  
95 consistent with the brokerage relationships they have established. Seller acknowledges that Brokerage Firm  
96 is allowed to offer and pay compensation to brokers within Brokerage Firm working with a buyer.

97 **4.3. In-Company Transaction – One Broker.** If Seller and buyer are both working with the same  
98 Broker, Broker must function as:

99 **4.3.1. Seller's Agent.** If the Seller Agency box at the top of page 1 is checked, the parties agree  
100 the following applies:

101 **4.3.1.1. Seller Agency Unless Brokerage Relationship with Both.** Broker represents  
102 Seller as Seller's Agent and must treat the buyer as a customer. A customer is a party to a transaction with  
103 whom Broker has no brokerage relationship. Broker must disclose to such customer the Broker's relationship  
104 with Seller. However, if Broker delivers to Seller a written Change of Status that Broker has a brokerage  
105 relationship with the buyer then Broker is working with both Seller and buyer as a Transaction Broker. If the  
106 box in § 4.3.1.2. (**Seller Agency Only**) is checked, § 4.3.1.2. (**Seller Agency Only**) applies instead.

107  **4.3.1.2. Seller Agency Only.** If this box is checked, Broker represents Seller as Seller's  
108 Agent and must treat the buyer as a customer.

109 **4.3.2. Transaction-Broker.** If the Transaction-Brokerage box at the top of page 1 is checked, or  
110 in the event neither box is checked, Broker must work with Seller as a Transaction-Broker. A Transaction-  
111 Broker must perform the duties described in § 5 and facilitate sales transactions without being an advocate or  
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115

agent for either party. If Seller and buyer are working with the same Broker, Broker must continue to function as a Transaction-Broker.

**5. BROKERAGE DUTIES.** Broker, on behalf of Brokerage Firm as either a Transaction-Broker or a Seller's Agent, must perform the following "**Uniform Duties**" when working with Seller:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**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 independently verify the accuracy or completeness of statements made by Seller or independent inspectors. Broker has no duty to conduct an independent investigation of a buyer's financial condition or to verify the accuracy or completeness of any statement made by a buyer.

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

**5.8.** When asked, Broker  **Will**  **Will Not** disclose to prospective buyers and cooperating brokers the existence of offers on the Property and whether the offers were obtained by Broker, a broker within Brokerage Firm, or by another broker. If Broker wishes to disclose the terms of any offer, Broker must first obtain the Seller's written consent.

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

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

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

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

**7. COMPENSATION TO BROKERAGE FIRM; COMPENSATION TO COOPERATIVE BROKER.** Seller agrees that any Brokerage Firm compensation that is conditioned upon the Sale of the Property will be

175 earned by Brokerage Firm as set forth herein without any discount or allowance for any efforts made by  
176 Seller or by any other person in connection with the Sale of the Property.

177 **7.1. Amount.** In consideration of the services to be performed by Broker, Seller agrees to pay  
178 Brokerage Firm as follows:

179 **7.1.1. Sale Commission.** (1) 6.5 % of the gross purchase price or (2) , in U.S. dollars.  
180 Brokerage Firm agrees to contribute from the Sale Commission to outside brokerage firms' commission % of  
181 the gross purchase price or , in U.S. dollars.

182 **7.1.2. Lease Commission.** If the box in § 3.6.2. is checked, Brokerage Firm will be paid a fee  
183 equal to (1) % of the gross rent under the lease, or (2) , in U.S. dollars, payable as follows: .

184 Brokerage Firm agrees to contribute from the Lease Commission to outside brokerage firms' commission %  
185 of the gross rent or , in U.S. dollars.

186 **7.1.3. Other Compensation.**

187 **7.2. When Earned.** Such commission is earned upon the occurrence of any of the following:

188 **7.2.1.** Any Sale of the Property within the Listing Period by Seller, by Broker or by any other  
189 person;

190 **7.2.2.** Broker finding a buyer who is ready, willing and able to complete the Sale or Lease as  
191 specified in this Seller Listing Contract; or

192 **7.2.3.** Any Sale (or Lease if § 3.6.2. is checked) of the Property within 30 calendar days after the  
193 Listing Period expires (Holdover Period) (1) to anyone with whom Broker negotiated and (2) whose name  
194 was submitted, in writing, to Seller by Broker during the Listing Period (Submitted Prospect). However, Seller  
195  **Will**  **Will Not** owe the commission to Brokerage Firm under this § 7.2.3. if a commission is earned by  
196 another licensed brokerage firm acting pursuant to an exclusive agreement entered into during the Holdover  
197 Period and a Sale or Lease to a Submitted Prospect is consummated. If no box is checked in this § 7.2.3.,  
198 then Seller does not owe the commission to Brokerage Firm.

199 **7.3. When Applicable and Payable.** The commission obligation applies to a Sale made during the  
200 Listing Period or any extension of such original or extended term. The commission described in § 7.1.1. is  
201 payable at the time of the closing of the Sale, or, if there is no closing (due to the refusal or neglect of Seller)  
202 then on the contracted date of closing, as contemplated by § 7.2.1. or § 7.2.3., or upon fulfillment of § 7.2.2.  
203 where the offer made by such buyer is not accepted by Seller.

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

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

215 **9.1. MLS/Information Exchange.**

216 **9.1.1.** The Property  **Will**  **Will Not** be submitted to one or more MLS and  **Will**  
217  **Will Not** be submitted to one or more property information exchanges. If submitted, Seller authorizes  
218 Broker to provide a copy of this Seller Listing Contract to the MLS or information exchange, if requested,  
219 timely provide notice of any listing status change (e.g.: active, under contract, pending, sold) to such MLS  
220 and information exchanges, and, upon transfer of deed from Seller to buyer, provide all required sales  
221 information to such MLS and information exchanges.

222 **9.1.2.** Seller authorizes the use of electronic and all other marketing methods except:

223 **No Exceptions**

224 **9.1.3.** Seller further authorizes use of the data by MLS and property information exchanges, if

233 any.

234 9.1.4. The Property Address  Will  Will Not be displayed on the Internet.

235 9.1.5. The Property Listing  Will  Will Not be displayed on the Internet.

236  
237 **9.2. Property Access.**

238 9.2.1. Broker may access the Property by:

239  Electronic Lock Box  Manual Lock Box

241  Drive by

243 Other instructions:

244 9.2.2. Other than Broker, Seller further authorizes the following persons to access the Property  
245 using the method described in § 9.2.1.

246  Actively Licensed Real Estate Brokers  Licensed Appraisers

247  Unlicensed Broker Assistants  Unlicensed Inspectors

248  Other:

250 **9.3. Broker Marketing.**

251 9.3.1. The following specific marketing tasks will be performed by Broker:

252 Full Service-Royal Gorge Assn of Realtors MLS, Realtor.com, Westcliffe Listing Service,  
253 REColorado, Spanish Peaks MLS, United Country.com, Wapitiranchrealty.com, all ancillary  
254 web sites to United Country & United Country publications.

256 9.3.2. Seller authorizes videos and pictures of both the interior and exterior of the Property  
257 except:

258 No Exceptions

259 **9.4. Marketing Termination.** Broker and Brokerage Firm may discontinue using any marketing  
260 materials if, in Brokerage Firm's sole discretion, Broker or Brokerage Firm receives a credible threat of  
261 litigation or a complaint regarding the use of such marketing material. Upon expiration of the Listing Period  
262 and request from Seller, Broker will use reasonable efforts to remove information submitted to the MLS  
263 and/or information exchanges. Seller understands that information submitted to either the MLS or information  
264 exchanges may be difficult, if not impossible, to remove from syndicators and the Internet and releases  
265 Broker from any liability for Broker's inability to remove the information.

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

269 **10.1. Negotiations and Communication.** Seller agrees to conduct all negotiations for the Sale or  
270 Lease of the Property only through Broker and to refer to Broker all communications received in any form  
271 from real estate brokers, prospective buyers, tenants, or any other source during the Listing Period of this  
272 Seller Listing Contract.

274 **10.2. Advertising.** Seller agrees that any advertising of the Property by Seller (e.g., Internet, print,  
275 and signage) must first be approved by Broker.

276 **10.3. No Existing Listing Agreement.** Seller represents that Seller  Is  Is Not currently a party  
277 to any listing agreement with any other broker to sell the Property. Seller further represents that Seller  Has  
278  Has Not received a list of "Submitted Prospects" pursuant to a previous listing agreement to sell the  
279 Property with any other broker.

280 **10.4. Ownership of Materials and Consent.** Seller represents that all materials (including all  
281 photographs, renderings, images, videos, or other creative items) supplied to Broker by or on behalf of Seller  
282 are owned by Seller, except as Seller has disclosed in writing to Broker. Seller is authorized and grants to  
283 Broker, Brokerage Firm, and any MLS (that Broker submits the Property to) a nonexclusive irrevocable,  
284 royalty-free license to use such material for marketing of the Property, reporting as required as well as the  
285 publishing, display, and reproduction of such material, compilation, and data. This license survives the  
286 termination of this Seller Listing Contract. Unless agreed to otherwise, all materials provided by Broker  
287 (photographs, renderings, images, videos, or other creative items) may not be used by Seller for any reason.

289 **10.5. Colorado Foreclosure Protection Act.** The Colorado Foreclosure Protection Act (Act)

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generally applies if (1) the Property is residential, (2) Seller resides in the Property as Seller's principal residence, (3) buyer's purpose in purchase of the Property is not to use the Property as buyer's personal residence, and (4) the Property is in foreclosure or buyer has notice that any loan secured by the Property is at least thirty (30) days delinquent or in default. If all requirements 1, 2, 3, and 4 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. If the transaction is a Short Sale transaction and a Short Sale Addendum is part of the Contract between Seller and buyer, the Act does not apply. It is recommended that Seller consult with an attorney.

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

**11.1. Price.** U.S. \$ 320,000

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

**11.3. Loan Discount Points.**

**11.4. Buyer's Closing Costs (FHA/VA).** Seller must 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. \$ 7500 in the form of Good Funds

**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 . Wire and other frauds occur in real estate transactions. Any time Seller is supplying confidential information such as social security numbers or bank account numbers, Seller should provide the information in person or in another secure manner.

**11.7. FIRPTA.** Pursuant to the Foreign Investment in Real Property Tax Act (FIRPTA), the Internal Revenue Service (IRS) may require a substantial portion of Seller's proceeds be withheld after Closing when Seller is a foreign person. If the box in this Section is checked, Seller represents that Seller  IS a foreign person for purposes of U.S. income taxation and authorizes Broker to disclose such status. If the box in this Section is not checked, Seller represents that Seller is not a foreign person for purposes of U.S. income taxation.

**11.8. Colorado Withholding.** If Seller is not exempt, the Colorado Department of Revenue may require a portion of the Seller's proceeds be withheld after Closing when Seller will not be a Colorado resident after Closing.

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

**13. INCLUSIONS AND EXCLUSIONS.**

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

**13.1.1. Inclusions – Attached.** If attached to the Property on the date of this Seller Listing Contract, the following items are included unless excluded under §13.2. (Exclusions): lighting, heating, plumbing, ventilating and air conditioning units, 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) and garage door openers (including remote controls). If checked, the following are owned by the Seller and included (leased items should be listed under §13.1.6. (Leased Items):  None  Solar Panels  Water Softeners  Security Systems  Satellite Systems (including satellite dishes). If any additional items are attached to the Property after the date of this Seller Listing Contract, such additional items are also included.

**13.1.2. Inclusions – Not Attached.** If on the Property, whether attached or not, on the date of this Seller Listing Contract, the following items are included unless excluded under §13.2. (Exclusions): storm windows, storm doors, window and porch shades, awnings, blinds, screens, window coverings and

350 treatments, curtain rods, drapery rods, fireplace inserts, fireplace screens, fireplace grates, heating stoves,  
351 storage sheds, carbon monoxide alarms, smoke/fire detectors, and all keys.

352 **13.1.3. Other Inclusions.** The following items, whether fixtures or personal property, are also  
353 included in the Purchase Price:

354 **13.1.4. Encumbered Inclusions.** Any Inclusions owned by Seller (e.g., owned solar panels)  
355 must be conveyed at Closing by Seller free and clear of all taxes (except personal property and general real  
356 estate taxes for the year of Closing), liens and encumbrances, except:

357 **13.1.5. Personal Property Conveyance.** Conveyance of all personal property will be by bill of  
358 sale or other applicable legal instrument.

359 **13.1.6. Leased Items.**

360 **13.1.6.1.** The following leased items are part of the transaction:

361 **13.1.6.2. Lease Documents.** Seller agrees to supply to buyer, as will be set forth in the final  
362 contract between Seller and buyer, the documents between Seller and Seller's lessor regarding the lease,  
363 leased item, cost, and other terms including requirements imposed upon a buyer if buyer is assuming the  
364 leases.  
365  
366

367 **13.2. Exclusions.** The following are excluded (Exclusions):

368 **13.3. Trade Fixtures.** The following trade fixtures are included:

369

370 The Trade Fixtures to be conveyed at closing must be conveyed by Seller, free and clear of all taxes  
371 (except personal property taxes for the year of closing), liens and encumbrances, except . Conveyance will  
372 be by bill of sale or other applicable legal instrument.  
373

374 **13.4. Parking and Storage Facilities.** The use or ownership of the following parking facilities:  
375 ; and the use or ownership of the following storage facilities:

376 **13.5. Water Rights/Well Rights.**

377  **13.5.1. Deeded Water Rights.** The following legally described water rights:

378

379 Seller agrees to convey any deeded water rights by a good and sufficient deed at Closing.

380  **13.5.2. Other Rights Relating to Water.** The following rights relating to water not included in §§  
381 13.5.1., 13.5.3., and 13.5.4.:

382  **13.5.3. Well Rights.** The Well Permit # is .

383  **13.5.4. Water Stock Certificates.** The water stock certificates are as follows:

384 **13.6. Growing Crops.** The following growing crops:  
385  
386

387

## 388 **14. TITLE AND ENCUMBRANCES.**

389 **14.1. Seller Representation.** Seller represents that title to the Property is solely in Seller's name.

390 **14.2. Delivery of Documents.** Seller must deliver to Broker true copies of all relevant title materials,  
391 leases, improvement location certificates and surveys in Seller's possession and must disclose all  
392 easements, liens, and other encumbrances, if any, on the Property, of which Seller has knowledge.  
393

394

395 **14.3. Conveyance.** In case of Sale, Seller agrees to convey the Property, by a good and sufficient:

396  special warranty deed  general warranty deed  bargain and sale deed  quit claim deed

397  personal representative's deed  deed. If title will be conveyed using a special warranty deed or a

398 general warranty deed, unless otherwise specified in § 28 (Additional Provisions) below, title will be conveyed  
399 "subject to statutory exceptions" as defined in § 38-30-113, C.R.S. Seller's conveyance of the Property to a  
400 buyer will convey only that title Seller has in the Property.

401

402 **14.4. Monetary Encumbrances.** Property must be conveyed free and clear of all taxes, except the  
403 general taxes for the year of closing. All monetary encumbrances (such as mortgages, deeds of trust, liens,  
404 financing statements) must be paid by Seller and released except as Seller and buyer may otherwise agree.  
405 Existing monetary encumbrances are as follows:

406 If the Property has been or will be subject to any governmental liens for special improvements installed at the  
407 time of signing a contract for the Sale of the Property, Seller is responsible for payment of same, unless

408 otherwise agreed.

409 **14.5. Tenancies.** The Property will be conveyed subject to the following leases and tenancies for  
410 possession of the Property:

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

417  
418 **16. ASSOCIATION ASSESSMENTS.** Seller represents that the amount of the regular owners' association  
419 assessment is currently payable at approximately \$ per and that there are no unpaid regular or special  
420 assessments against the Property except the current regular assessments and except . Seller agrees to  
421 promptly request the owners' association to deliver to buyer before date of closing a current statement of  
422 assessments against the Property.

424  
425 **17. POSSESSION.** Possession of the Property will be delivered to buyer as follows:, subject to leases and  
426 tenancies as described in § 14.

427  
428 **18. MATERIAL DEFECTS, DISCLOSURES AND INSPECTION.**

429 **18.1. Broker's Obligations.** Colorado law requires a broker to disclose to any prospective buyer all  
430 adverse material facts actually known by such broker including but not limited to adverse material facts  
431 pertaining to the title to the Property and the physical condition of the Property, any material defects in the  
432 Property, and any environmental hazards affecting the Property which are required by law to be disclosed.  
433 These types of disclosures may include such matters as structural defects, soil conditions, violations of  
434 health, zoning or building laws, and nonconforming uses and zoning variances. Seller agrees that any buyer  
435 may have the Property and Inclusions inspected and authorizes Broker to disclose any facts actually known  
436 by Broker about the Property.

437  
438 **18.2. Seller's Obligations.**

439 **18.2.1. Seller's Property Disclosure Form.** Seller  **Agrees**  **Does Not Agree** to provide on  
440 or before the sale contract's respective deadline a Seller's Property Disclosure form completed to Seller's  
441 current, actual knowledge. Colorado law requires Seller to disclose certain facts regardless of whether Seller  
442 is providing a Seller's Property Disclosure form. Typically, the contract requires disclosure of adverse material  
443 facts actually known by Seller.

444  
445 **18.2.2. Lead-Based Paint.** Unless exempt, if the improvements on the Property include one or  
446 more residential dwellings for which a building permit was issued prior to January 1, 1978, a completed  
447 Lead-Based Paint Disclosure (Sales) form must be signed by Seller and the real estate licensees, and given  
448 to any potential buyer in a timely manner.

449  
450 **18.2.3. Carbon Monoxide Alarms.** Note: If the improvements on the Property have a fuel-fired  
451 heater or appliance, a fireplace, or an attached garage and one or more rooms lawfully used for sleeping  
452 purposes (Bedroom), Seller understands that Colorado law requires that Seller assure the Property has an  
453 operational carbon monoxide alarm installed within fifteen feet of the entrance to each Bedroom or in a  
454 location as required by the applicable building code, prior to offering the Property for sale or lease.

455 **18.2.4. Condition of Property.** The Property will be conveyed in the condition existing as of the  
456 date of the contract for Sale or Lease of the Property, ordinary wear and tear excepted, unless Seller, at  
457 Seller's sole option, agrees in writing to any repairs or other work to be performed by Seller.

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460 **19. DEFAULT; RIGHT TO CANCEL.** If any obligation is not performed timely as provided in this Contract  
461 or waived, the non-defaulting party has the following remedies:

462 **19.1. If Broker is in Default.** In the event the Broker fails to substantially perform under this Seller  
463 Listing Contract, Seller has the right to cancel this Seller Listing Contract, including all rights of Brokerage  
464 Firm to any compensation. Any rights of Seller to damages, if any, that accrued prior to cancellation will  
465 survive such cancellation.



466 **19.2. If Seller is in Default.** In the event the Seller fails to substantially perform under this Seller  
467 Listing Contract to include Seller's or occupant's failure to reasonably cooperate with Broker, Brokerage Firm  
468 may cancel this Seller Listing Contract upon written notice to Seller. Any rights of Brokerage Firm that  
469 accrued prior to cancellation will survive such cancellation, to include Brokerage Firm's damages.  
470

471 **19.3. Additional Rights of Brokerage Firm to Cancel.** Brokerage Firm may cancel this Seller Listing  
472 Contract upon written notice to Seller that title is not satisfactory to Brokerage Firm. Although Broker has no  
473 obligation to investigate or inspect the Property and no duty to verify statements made, Brokerage Firm has  
474 the right to cancel this Seller Listing Contract if any of the following are unsatisfactory: (1) the physical  
475 condition of the Property or Inclusions, (2) any proposed or existing transportation project, road, street or  
476 highway, (3) any other activity, odor or noise (whether on or off the Property) and its effect or expected effect  
477 on the Property or its occupants, or (4) any facts or suspicions regarding circumstances that could  
478 psychologically impact or stigmatize the Property. In the event Brokerage Firm exercises its right to cancel  
479 under this provision, Brokerage Firm waives all rights to pursue damages.  
480

481 **20. FORFEITURE OF PAYMENTS.** In the event of a forfeiture of payments made by a buyer, the sums  
482 received will be: (1)  paid to Seller in its entirety; (2)  divided between Brokerage Firm and Seller,  
483 one-half to Brokerage Firm but not to exceed the Brokerage Firm compensation agreed upon herein, and the  
484 balance to Seller; (3)  Other: If no box is checked in this Section, choice (1), paid to Seller in its entirety,  
485 applies. Any forfeiture of payment under this Section will not reduce any Brokerage Firm compensation owed,  
486 earned and payable under § 7.  
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489 **21. COST OF SERVICES AND REIMBURSEMENT.** Unless otherwise agreed upon in writing, Brokerage  
490 Firm must bear all expenses incurred by Brokerage Firm, if any, to market the Property and to compensate  
491 cooperating brokerage firms, if any. Neither Broker nor Brokerage Firm will obtain or order any other products  
492 or services unless Seller agrees in writing to pay for them promptly when due (e.g., surveys, radon tests, soil  
493 tests, title reports, engineering studies, property inspections). Unless otherwise agreed, neither Broker nor  
494 Brokerage Firm is obligated to advance funds for Seller. Seller must reimburse Brokerage Firm for payments  
495 made by Brokerage Firm for such products or services authorized by Seller.  
496  
497

498 **22. DISCLOSURE OF SETTLEMENT COSTS.** Seller acknowledges that costs, quality, and extent of  
499 service vary between different settlement service providers (e.g., attorneys, lenders, inspectors, and title  
500 companies).  
501

502 **23. MAINTENANCE OF THE PROPERTY.** Neither Broker nor Brokerage Firm is responsible for  
503 maintenance of the Property nor are they liable for damage of any kind occurring to the Property, unless such  
504 damage is caused by their negligence or intentional misconduct.  
505  
506

507 **24. NONDISCRIMINATION.** The parties agree not to discriminate unlawfully against any prospective  
508 buyers because of their inclusion in a "protected class" as defined by federal, state, or local law. "Protected  
509 classes" include, but are not limited to, race, creed, color, sex, sexual orientation, gender identity, marital  
510 status, familial status, physical or mental disability, handicap, religion, military status, hair style/texture,  
511 national origin, or ancestry of such person. Seller authorizes Broker to withhold any supplemental information  
512 about the prospective buyer if such information would disclose a buyer's protected class(es). However, any  
513 financial, employment or credit worthiness information about the buyer received by Broker will be submitted  
514 to Seller. Seller understands and agrees that the Broker may not violate federal, state, or local fair housing  
515 laws.  
516  
517

518 **25. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this document, Seller  
519 acknowledges that Broker has advised that this document has important legal consequences and has  
520 recommended consultation with legal and tax or other counsel before signing this Seller Listing Contract.  
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522

523 **26. MEDIATION.** If a dispute arises relating to this Seller Listing Contract, prior to or after closing, and is  
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525 not resolved, the parties must first proceed in good faith to submit the matter to mediation. Mediation is a  
526 process in which the parties meet with an impartial person who helps to resolve the dispute informally and  
527 confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree, in writing,  
528 before any settlement is binding. The parties will jointly appoint an acceptable mediator and will share equally  
529 in the cost of such mediation. The mediation, unless otherwise agreed, will terminate in the event the entire  
530 dispute is not resolved within 30 calendar days of the date written notice requesting mediation is delivered by  
531 one party to the other at the other party's last known address.  
532

533  
534 **27. ATTORNEY FEES.** In the event of any arbitration or litigation relating to this Seller Listing Contract, the  
535 arbitrator or court must award to the prevailing party all reasonable costs and expenses, including attorney  
536 and legal fees.  
537

538 **28. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the  
539 Colorado Real Estate Commission.)  
540

541 **29. ATTACHMENTS.** The following are a part of this Seller Listing Contract:  
542

543  
544 **30. NO OTHER PARTY OR INTENDED BENEFICIARIES.** Nothing in this Seller Listing Contract is  
545 deemed to inure to the benefit of any person other than Seller, Broker, and Brokerage Firm.  
546

547 **31. NOTICE, DELIVERY AND CHOICE OF LAW.**

548 **31.1. Physical Delivery and Notice.** Any document or notice to Brokerage Firm or Seller must be in  
549 writing, except as provided in § 31.2. and is effective when physically received by such party, or any  
550 individual named in this Seller Listing Contract to receive documents or notices for such party.  
551

552 **31.2. Electronic Notice.** As an alternative to physical delivery, any notice may be delivered in  
553 electronic form to Brokerage Firm or Seller, or any individual named in this Seller Listing Contract to receive  
554 documents or notices for such party, at the electronic address of the recipient by facsimile, email or **No Fax**.  
555

556 **31.3. Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by: (1) email  
557 at the email address of the recipient, (2) a link or access to a website or server provided the recipient  
558 receives the information necessary to access the documents, or (3) facsimile at the facsimile number (Fax  
559 No.) of the recipient.

560 **31.4. Choice of Law.** This Seller Listing Contract and all disputes arising hereunder are governed by  
561 and construed in accordance with the laws of the state of Colorado that would be applicable to Colorado  
562 residents who sign a contract in Colorado for real property located in Colorado.  
563

564 **32. MODIFICATION OF THIS SELLER LISTING CONTRACT.** No subsequent modification of any of the  
565 terms of this Seller Listing Contract is valid, binding upon the parties, or enforceable unless made in writing  
566 and signed by the parties.  
567

568  
569 **33. COUNTERPARTS.** This Seller Listing Contract may be executed by each of the parties, separately,  
570 and when so executed by all the parties, such copies taken together are deemed to be a full and complete  
571 contract between the parties.  
572

573 **34. ENTIRE AGREEMENT.** This agreement constitutes the entire contract between the parties and any  
574 prior agreements, whether oral or written, have been merged and integrated into this Seller Listing Contract.  
575

576 **35. COPY OF CONTRACT.** Seller acknowledges receipt of a copy of this Seller Listing Contract signed by  
577 Broker, including all attachments.  
578

579 Brokerage Firm authorizes Broker to execute this Seller Listing Contract on behalf of Brokerage Firm  
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582 **Seller:**

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*David Rohal*

Date: 3/18/2024

Seller: *David Rohal*

Brokerage Firm:



Date: 3/17/2024

Broker's Name: *Jackie Shepherd*

Brokerage Firm's Name: *United Country-Wapiti Ranch Realty & Auction, LLC*

Brokerage Firm Address: *217 Main Street Westcliffe, CO 81252*

Broker Phone No.: *7197839052* Broker Fax No.:

Broker Email Address: *jackie@wapitiranchrealty.com*

**LC50-6-23 EXCLUSIVE RIGHT-TO-SELL LISTING CONTRACT**

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Initials \_\_\_\_\_