



Colorado For Sale By Owner Service Company  
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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: 4/15/2024

**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:** Kristopher Lyle and Jayna Lyle

**3.2. Brokerage Firm:** Colorado For Sale By Owner Service Company

**3.3. Broker:** Madelon Wecker

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

**SUBDIVISION: ANIMAS CITY (DGO) BLOCK: 36 LOT: 37 AND:- LOT: 38 LOT CONSOLIDATION COVENANT #868522 AND THAT PORTION VACATED BY COD PER PLAT 404402 3012 E 3RD AVE DURANGO 81301**

known as No. 3012 E 3rd Avenue Durango, CO 81301,

together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant

58 thereto, and all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded.

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

62 **3.6. Sale; Lease.**

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

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

71  
72 **3.7. Listing Period.** The Listing Period of this Seller Listing Contract begins on **4/15/2024**, and  
73 continues through the earlier of (1) completion of the Sale or, if applicable, Lease of the Property or (2)  
74 **6/30/2024**, and any written extensions (Listing Period). Broker must continue to assist in the completion of  
75 any Sale or Lease of the Property for which compensation is due and payable to Brokerage Firm under § 7 of  
76 this Seller Listing Contract.

77  
78 **3.8. Applicability of Terms.** A check or similar mark in a box means that such provision is applicable.  
79 The abbreviation "N/A" or the word "Deleted" means not applicable. The abbreviation "MEC" (mutual  
80 execution of this contract) means the date upon which both parties have signed this Seller Listing Contract.

81 **3.9. Day; Computation of Period of Days, Deadline.**

82 **3.9.1. Day.** As used in this Seller Listing Contract, the term "day" means the entire day ending at  
83 11:59 p.m., United States Mountain Time (Standard or Daylight Savings as applicable).

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

90  
91 **4. BROKERAGE RELATIONSHIP.**

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

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

99  
100 **4.3. In-Company Transaction – One Broker.** If Seller and buyer are both working with the same  
101 Broker, Broker must function as:

102 **4.3.1. Seller's Agent.** If the Seller Agency box at the top of page 1 is checked, the parties agree  
103 the following applies:

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

110  **4.3.1.2. Seller Agency Only.** If this box is checked, Broker represents Seller as Seller's  
111 Agent and must treat the buyer as a customer.

112  
113 **4.3.2. Transaction-Broker.** If the Transaction-Brokerage box at the top of page 1 is checked, or  
114 in the event neither box is checked, Broker must work with Seller as a Transaction-Broker. A Transaction-  
115

116 Broker must perform the duties described in § 5 and facilitate sales transactions without being an advocate or  
117 agent for either party. If Seller and buyer are working with the same Broker, Broker must continue to function  
118 as a Transaction-Broker.  
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120  
121 **5. BROKERAGE DUTIES.** Broker, on behalf of Brokerage Firm as either a Transaction-Broker or a Seller's  
122 Agent, must perform the following "**Uniform Duties**" when working with Seller:

123 **5.1** Broker must exercise reasonable skill and care for Seller, including, but not limited to the following:

124 **5.1.1.** Performing the terms of any written or oral agreement with Seller;

125 **5.1.2.** Presenting all offers to and from Seller in a timely manner regardless of whether the  
126 Property is subject to a contract for Sale;

127 **5.1.3.** Disclosing to Seller adverse material facts actually known by Broker;

128 **5.1.4.** Advising Seller regarding the transaction and advising Seller to obtain expert advice as to  
129 material matters about which Broker knows but the specifics of which are beyond the expertise of Broker;

130 **5.1.5.** Accounting in a timely manner for all money and property received; and

131 **5.1.6.** Keeping Seller fully informed regarding the transaction.  
132

133 **5.2.** Broker must not disclose the following information without the informed consent of Seller:

134 **5.2.1.** That Seller is willing to accept less than the asking price for the Property;

135 **5.2.2.** What the motivating factors are for Seller to sell the Property;

136 **5.2.3.** That Seller will agree to financing terms other than those offered;

137 **5.2.4.** Any material information about Seller unless disclosure is required by law or failure to  
138 disclose such information would constitute fraud or dishonest dealing; or

139 **5.2.5.** Any facts or suspicions regarding circumstances that could psychologically impact or  
140 stigmatize the Property.  
141

142 **5.3.** Seller consents to Broker's disclosure of Seller's confidential information to the supervising broker  
143 or designee for the purpose of proper supervision, provided such supervising broker or designee does not  
144 further disclose such information without consent of Seller, or use such information to the detriment of Seller.  
145

146 **5.4.** Brokerage Firm may have agreements with other sellers to market and sell their properties.  
147 Broker may show alternative properties not owned by Seller to other prospective buyers and list competing  
148 properties for sale.  
149

150 **5.5.** Broker is not obligated to seek additional offers to purchase the Property while the Property is  
151 subject to a contract for Sale.

152 **5.6.** Broker has no duty to conduct an independent inspection of the Property for the benefit of a  
153 buyer and has no duty to independently verify the accuracy or completeness of statements made by Seller or  
154 independent inspectors. Broker has no duty to conduct an independent investigation of a buyer's financial  
155 condition or to verify the accuracy or completeness of any statement made by a buyer.  
156

157 **5.7.** Seller understands that Seller is not liable for Broker's acts or omissions that have not been  
158 approved, directed, or ratified by Seller.

159 **5.8.** When asked, Broker  **Will**  **Will Not** disclose to prospective buyers and cooperating brokers  
160 the existence of offers on the Property and whether the offers were obtained by Broker, a broker within  
161 Brokerage Firm, or by another broker. If Broker wishes to disclose the terms of any offer, Broker must first  
162 obtain the Seller's written consent.  
163

164 **6. ADDITIONAL DUTIES OF SELLER'S AGENT.** If the Seller Agency box at the top of page 1 is checked,  
165 Broker is Seller's Agent, with the following additional duties:  
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167 **6.1.** Promoting the interests of Seller with the utmost good faith, loyalty and fidelity;

168 **6.2.** Seeking a price and terms that are set forth in this Seller Listing Contract; and

169 **6.3.** Counseling Seller as to any material benefits or risks of a transaction that are actually known by  
170 Broker.  
171

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

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

180 **7.1.1. Sale Commission.** (1) .5 % of the gross purchase price or (2) n/a, in U.S. dollars.  
181 Brokerage Firm agrees to contribute from the Sale Commission to outside brokerage firms' commission n/a  
182 % of the gross purchase price or n/a, in U.S. dollars.

184 **7.1.2. Lease Commission.** If the box in § 3.6.2. is checked, Brokerage Firm will be paid a fee  
185 equal to (1) n/a % of the gross rent under the lease, or (2) n/a, in U.S. dollars, payable as follows: n/a.  
186 Brokerage Firm agrees to contribute from the Lease Commission to outside brokerage firms' commission n/a  
187 % of the gross rent or n/a, in U.S. dollars.

188 **7.1.3. Other Compensation.**  
189 **Seller agrees to pay a non-refundable deposit in the amount of \$495.00, due upon invoicing.**

190 **7.2. When Earned.** Such commission is earned upon the occurrence of any of the following:

191 **7.2.1.** Any Sale of the Property within the Listing Period by Seller, by Broker or by any other  
192 person;

193 **7.2.2.** Broker finding a buyer who is ready, willing and able to complete the Sale or Lease as  
194 specified in this Seller Listing Contract; or

195 **7.2.3.** Any Sale (or Lease if § 3.6.2. is checked) of the Property within 120 calendar days after  
196 the Listing Period expires (Holdover Period) (1) to anyone with whom Broker negotiated and (2) whose name  
197 was submitted, in writing, to Seller by Broker during the Listing Period (Submitted Prospect). However, Seller  
198  **Will**  **Will Not** owe the commission to Brokerage Firm under this § 7.2.3. if a commission is earned by  
199 another licensed brokerage firm acting pursuant to an exclusive agreement entered into during the Holdover  
200 Period and a Sale or Lease to a Submitted Prospect is consummated. If no box is checked in this § 7.2.3.,  
201 then Seller does not owe the commission to Brokerage Firm.

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

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

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

218 **9.1. MLS/Information Exchange.**

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

225 **9.1.2.** Seller authorizes the use of electronic and all other marketing methods except:  
226  
227  
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230  
231  
232

233 n/a

234 9.1.3. Seller further authorizes use of the data by MLS and property information exchanges, if  
235 any.

236 9.1.4. The Property Address  Will  Will Not be displayed on the Internet.

237 9.1.5. The Property Listing  Will  Will Not be displayed on the Internet.

238 9.2. **Property Access.**

239 9.2.1. Broker may access the Property by:

240  Electronic Lock Box  Manual Lock Box

241  Seller Shall Provide Access

242 Other instructions:

243 n/a

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: n/a

249 9.3. **Broker Marketing.**

250 9.3.1. The following specific marketing tasks will be performed by Broker:

251 Broker will list the property in ReColorado MLS. Seller understands Broker is NOT a member  
252 of sellers local MLS system and agrees the purpose for the ReColorado.com listing is to gain  
253 to additional visibility and to showcase their listing on the main page of zillow.com,  
254 Realtor.com and other major real estate related websites.

255 Additionally, the Broker will provide a range of marketing strategies, including social  
256 networking, email campaigns, and any other marketing the Broker deems most suitable for  
257 promoting the property.

258 The seller is aware that once the property is active in the MLS, it will automatically replace  
259 the For Sale By Owner listing on Zillow.com and Trulia.com.

260 9.3.2. Seller authorizes videos and pictures of both the interior and exterior of the Property  
261 except:  
262 n/a

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

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

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

275 10.2. **Advertising.** Seller agrees that any advertising of the Property by Seller (e.g., Internet, print,

291 and signage) must first be approved by Broker.

292 **10.3. No Existing Listing Agreement.** Seller represents that Seller  **Is**  **Is Not** currently a party  
293 to any listing agreement with any other broker to sell the Property. Seller further represents that Seller  **Has**  
294  **Has Not** received a list of "Submitted Prospects" pursuant to a previous listing agreement to sell the  
295 Property with any other broker.  
296

297 **10.4. Ownership of Materials and Consent.** Seller represents that all materials (including all  
298 photographs, renderings, images, videos, or other creative items) supplied to Broker by or on behalf of Seller  
299 are owned by Seller, except as Seller has disclosed in writing to Broker. Seller is authorized and grants to  
300 Broker, Brokerage Firm, and any MLS (that Broker submits the Property to) a nonexclusive irrevocable,  
301 royalty-free license to use such material for marketing of the Property, reporting as required as well as the  
302 publishing, display, and reproduction of such material, compilation, and data. This license survives the  
303 termination of this Seller Listing Contract. Unless agreed to otherwise, all materials provided by Broker  
304 (photographs, renderings, images, videos, or other creative items) may not be used by Seller for any reason.  
305

306 **10.5. Colorado Foreclosure Protection Act.** The Colorado Foreclosure Protection Act (Act)  
307 generally applies if (1) the Property is residential, (2) Seller resides in the Property as Seller's principal  
308 residence, (3) buyer's purpose in purchase of the Property is not to use the Property as buyer's personal  
309 residence, and (4) the Property is in foreclosure or buyer has notice that any loan secured by the Property is  
310 at least thirty (30) days delinquent or in default. If all requirements 1, 2, 3, and 4 are met and the Act  
311 otherwise applies, then a contract between buyer and Seller for the sale of the Property that complies with  
312 the provisions of the Act is required. If the transaction is a Short Sale transaction and a Short Sale  
313 Addendum is part of the Contract between Seller and buyer, the Act does not apply. It is recommended that  
314 Seller consult with an attorney.  
315

316  
317 **11. PRICE AND TERMS.** The following Price and Terms are acceptable to Seller:

318 **11.1. Price.** U.S. \$ 1,450,000

319 **11.2. Terms.**  **Cash**  **Conventional**  **FHA**  **VA**  **Other:** 1031 Exchange

320 **11.3. Loan Discount Points.**

321 n/a

322 **11.4. Buyer's Closing Costs (FHA/VA).** Seller must pay closing costs and fees, not to exceed \$ n/a,  
323 that Buyer is not allowed by law to pay, for tax service and n/a.  
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325 **11.5. Earnest Money.** Minimum amount of earnest money deposit U.S. \$ 25,000 in the form of Wire  
326 Transfer or Check  
327

328 **11.6. Seller Proceeds.** Seller will receive net proceeds of closing as indicated:  **Cashier's Check** at  
329 Seller's expense;  **Funds Electronically Transferred (Wire Transfer)** to an account specified by Seller, at  
330 Seller's expense; or  **Closing Company's Trust Account Check**. Wire and other frauds occur in real  
331 estate transactions. Any time Seller is supplying confidential information such as social security numbers or  
332 bank account numbers, Seller should provide the information in person or in another secure manner.  
333

334 **11.7. FIRPTA.** Pursuant to the Foreign Investment in Real Property Tax Act (FIRPTA), the Internal  
335 Revenue Service (IRS) may require a substantial portion of Seller's proceeds be withheld after Closing when  
336 Seller is a foreign person. If the box in this Section is checked, Seller represents that Seller  **IS** a foreign  
337 person for purposes of U.S. income taxation and authorizes Broker to disclose such status. If the box in this  
338 Section is not checked, Seller represents that Seller is not a foreign person for purposes of U.S. income  
339 taxation.

340 **11.8. Colorado Withholding.** If Seller is not exempt, the Colorado Department of Revenue may  
341 require a portion of the Seller's proceeds be withheld after Closing when Seller will not be a Colorado  
342 resident after Closing.  
343

344 **12. DEPOSITS.** Brokerage Firm is authorized to accept earnest money deposits received by Broker  
345 pursuant to a proposed contract for the Sale of the Property. Brokerage Firm is authorized to deliver the  
346 earnest money deposit to the closing agent, if any, at or before the closing of the contract for the Sale of the  
347 Property.  
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**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 Any Applicable 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 treatments, curtain rods, drapery rods, fireplace inserts, fireplace screens, fireplace grates, heating stoves, storage sheds, carbon monoxide alarms, smoke/fire detectors, and all keys.

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

Dishwasher, Dryer, Garbage disposal, Range / Oven, Refrigerator, Washer

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

n/a

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

**13.1.6. Leased Items.**

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

n/a

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

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

Sellers Personal Property

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

n/a

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

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

Detached 2 Car Garage; and the use or ownership of the following storage facilities:

n/a

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

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

n/a

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

**13.5.2. Other Rights Relating to Water.** The following rights relating to water not included in §§

408 13.5.1., 13.5.3., and 13.5.4.:

409 n/a

410  **13.5.3. Well Rights.** The Well Permit # is n/a.

411  **13.5.4. Water Stock Certificates.** The water stock certificates are as follows:

412 n/a

413 **13.6. Growing Crops.** The following growing crops:

414 n/a

416

417 **14. TITLE AND ENCUMBRANCES.**

418 **14.1. Seller Representation.** Seller represents that title to the Property is solely in Seller's name.

419 **14.2. Delivery of Documents.** Seller must deliver to Broker true copies of all relevant title materials,  
420 leases, improvement location certificates and surveys in Seller's possession and must disclose all  
421 easements, liens, and other encumbrances, if any, on the Property, of which Seller has knowledge.

423

424 **14.3. Conveyance.** In case of Sale, Seller agrees to convey the Property, by a good and sufficient:

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

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

427 general warranty deed, unless otherwise specified in § 28 (Additional Provisions) below, title will be conveyed

428 "subject to statutory exceptions" as defined in § 38-30-113, C.R.S. Seller's conveyance of the Property to a

429 buyer will convey only that title Seller has in the Property.

430 **14.4. Monetary Encumbrances.** Property must be conveyed free and clear of all taxes, except the  
431 general taxes for the year of closing. All monetary encumbrances (such as mortgages, deeds of trust, liens,  
432 financing statements) must be paid by Seller and released except as Seller and buyer may otherwise agree.

433 Existing monetary encumbrances are as follows:

434 n/a

435 If the Property has been or will be subject to any governmental liens for special improvements installed at the  
436 time of signing a contract for the Sale of the Property, Seller is responsible for payment of same, unless  
437 otherwise agreed.

438 **14.5. Tenancies.** The Property will be conveyed subject to the following leases and tenancies for  
439 possession of the Property:

440 n/a

443

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

447  **An Abstract of Title** certified to a current date.

448

449 **16. ASSOCIATION ASSESSMENTS.** Seller represents that the amount of the regular owners' association  
450 assessment is currently payable at approximately \$n/a per n/a and that there are no unpaid regular or  
451 special assessments against the Property except the current regular assessments and except n/a. Seller  
452 agrees to promptly request the owners' association to deliver to buyer before date of closing a current  
453 statement of assessments against the Property.

455

456 **17. POSSESSION.** Possession of the Property will be delivered to buyer as follows: Upon Delivery of  
457 Deed and Funding, subject to leases and tenancies as described in § 14.

458

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

460 **18.1. Broker's Obligations.** Colorado law requires a broker to disclose to any prospective buyer all  
461 adverse material facts actually known by such broker including but not limited to adverse material facts  
462 pertaining to the title to the Property and the physical condition of the Property, any material defects in the  
463 Property, and any environmental hazards affecting the Property which are required by law to be disclosed.  
464  
465



466 These types of disclosures may include such matters as structural defects, soil conditions, violations of  
467 health, zoning or building laws, and nonconforming uses and zoning variances. Seller agrees that any buyer  
468 may have the Property and Inclusions inspected and authorizes Broker to disclose any facts actually known  
469 by Broker about the Property.  
470

## 471 **18.2. Seller's Obligations.**

472 **18.2.1. Seller's Property Disclosure Form.** Seller  **Agrees**  **Does Not Agree** to provide on  
473 or before the sale contract's respective deadline a Seller's Property Disclosure form completed to Seller's  
474 current, actual knowledge. Colorado law requires Seller to disclose certain facts regardless of whether Seller  
475 is providing a Seller's Property Disclosure form. Typically, the contract requires disclosure of adverse material  
476 facts actually known by Seller.  
477

478 **18.2.2. Lead-Based Paint.** Unless exempt, if the improvements on the Property include one or  
479 more residential dwellings for which a building permit was issued prior to January 1, 1978, a completed  
480 Lead-Based Paint Disclosure (Sales) form must be signed by Seller and the real estate licensees, and given  
481 to any potential buyer in a timely manner.

482 **18.2.3. Carbon Monoxide Alarms.** Note: If the improvements on the Property have a fuel-fired  
483 heater or appliance, a fireplace, or an attached garage and one or more rooms lawfully used for sleeping  
484 purposes (Bedroom), Seller understands that Colorado law requires that Seller assure the Property has an  
485 operational carbon monoxide alarm installed within fifteen feet of the entrance to each Bedroom or in a  
486 location as required by the applicable building code, prior to offering the Property for sale or lease.  
487

488 **18.2.4. Condition of Property.** The Property will be conveyed in the condition existing as of the  
489 date of the contract for Sale or Lease of the Property, ordinary wear and tear excepted, unless Seller, at  
490 Seller's sole option, agrees in writing to any repairs or other work to be performed by Seller.  
491

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

494 **19.1. If Broker is in Default.** In the event the Broker fails to substantially perform under this Seller  
495 Listing Contract, Seller has the right to cancel this Seller Listing Contract, including all rights of Brokerage  
496 Firm to any compensation. Any rights of Seller to damages, if any, that accrued prior to cancellation will  
497 survive such cancellation.  
498

499 **19.2. If Seller is in Default.** In the event the Seller fails to substantially perform under this Seller  
500 Listing Contract to include Seller's or occupant's failure to reasonably cooperate with Broker, Brokerage Firm  
501 may cancel this Seller Listing Contract upon written notice to Seller. Any rights of Brokerage Firm that  
502 accrued prior to cancellation will survive such cancellation, to include Brokerage Firm's damages.  
503

504 **19.3. Additional Rights of Brokerage Firm to Cancel.** Brokerage Firm may cancel this Seller Listing  
505 Contract upon written notice to Seller that title is not satisfactory to Brokerage Firm. Although Broker has no  
506 obligation to investigate or inspect the Property and no duty to verify statements made, Brokerage Firm has  
507 the right to cancel this Seller Listing Contract if any of the following are unsatisfactory: (1) the physical  
508 condition of the Property or Inclusions, (2) any proposed or existing transportation project, road, street or  
509 highway, (3) any other activity, odor or noise (whether on or off the Property) and its effect or expected effect  
510 on the Property or its occupants, or (4) any facts or suspicions regarding circumstances that could  
511 psychologically impact or stigmatize the Property. In the event Brokerage Firm exercises its right to cancel  
512 under this provision, Brokerage Firm waives all rights to pursue damages.  
513

514 **20. FORFEITURE OF PAYMENTS.** In the event of a forfeiture of payments made by a buyer, the sums  
515 received will be: (1)  paid to Seller in its entirety; (2)  divided between Brokerage Firm and Seller,  
516 one-half to Brokerage Firm but not to exceed the Brokerage Firm compensation agreed upon herein, and the  
517 balance to Seller; (3)  Other: *n/a* If no box is checked in this Section, choice (1), paid to Seller in its  
518 entirety, applies. Any forfeiture of payment under this Section will not reduce any Brokerage Firm  
519 compensation owed, earned and payable under § 7.  
520

521  
522 **21. COST OF SERVICES AND REIMBURSEMENT.** Unless otherwise agreed upon in writing, Brokerage  
523 Firm must bear all expenses incurred by Brokerage Firm, if any, to market the Property and to compensate  
524

525 cooperating brokerage firms, if any. Neither Broker nor Brokerage Firm will obtain or order any other products  
526 or services unless Seller agrees in writing to pay for them promptly when due (e.g., surveys, radon tests, soil  
527 tests, title reports, engineering studies, property inspections). Unless otherwise agreed, neither Broker nor  
528 Brokerage Firm is obligated to advance funds for Seller. Seller must reimburse Brokerage Firm for payments  
529 made by Brokerage Firm for such products or services authorized by Seller.  
530

531 **22. DISCLOSURE OF SETTLEMENT COSTS.** Seller acknowledges that costs, quality, and extent of  
532 service vary between different settlement service providers (e.g., attorneys, lenders, inspectors, and title  
533 companies).  
534

535  
536 **23. MAINTENANCE OF THE PROPERTY.** Neither Broker nor Brokerage Firm is responsible for  
537 maintenance of the Property nor are they liable for damage of any kind occurring to the Property, unless such  
538 damage is caused by their negligence or intentional misconduct.  
539

540 **24. NONDISCRIMINATION.** The parties agree not to discriminate unlawfully against any prospective  
541 buyers because of their inclusion in a "protected class" as defined by federal, state, or local law. "Protected  
542 classes" include, but are not limited to, race, creed, color, sex, sexual orientation, gender identity, marital  
543 status, familial status, physical or mental disability, handicap, religion, military status, hair style/texture,  
544 national origin, or ancestry of such person. Seller authorizes Broker to withhold any supplemental information  
545 about the prospective buyer if such information would disclose a buyer's protected class(es). However, any  
546 financial, employment or credit worthiness information about the buyer received by Broker will be submitted  
547 to Seller. Seller understands and agrees that the Broker may not violate federal, state, or local fair housing  
548 laws.  
549

550  
551 **25. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this document, Seller  
552 acknowledges that Broker has advised that this document has important legal consequences and has  
553 recommended consultation with legal and tax or other counsel before signing this Seller Listing Contract.  
554

555  
556 **26. MEDIATION.** If a dispute arises relating to this Seller Listing Contract, prior to or after closing, and is  
557 not resolved, the parties must first proceed in good faith to submit the matter to mediation. Mediation is a  
558 process in which the parties meet with an impartial person who helps to resolve the dispute informally and  
559 confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree, in writing,  
560 before any settlement is binding. The parties will jointly appoint an acceptable mediator and will share equally  
561 in the cost of such mediation. The mediation, unless otherwise agreed, will terminate in the event the entire  
562 dispute is not resolved within 30 calendar days of the date written notice requesting mediation is delivered by  
563 one party to the other at the other party's last known address.  
564

565  
566 **27. ATTORNEY FEES.** In the event of any arbitration or litigation relating to this Seller Listing Contract, the  
567 arbitrator or court must award to the prevailing party all reasonable costs and expenses, including attorney  
568 and legal fees.  
569

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

572 **The following verbiage shall be added to the MLS: The Seller is willing to pay a buyer agent**  
573 **commission but would prefer to leave it up to negotiation.**  
574

575  
576 **29. ATTACHMENTS.** The following are a part of this Seller Listing Contract:

577 n/a  
578

579 **30. NO OTHER PARTY OR INTENDED BENEFICIARIES.** Nothing in this Seller Listing Contract is  
580 deemed to inure to the benefit of any person other than Seller, Broker, and Brokerage Firm.  
581  
582

583 **31. NOTICE, DELIVERY AND CHOICE OF LAW.**  
584 **31.1. Physical Delivery and Notice.** Any document or notice to Brokerage Firm or Seller must be in  
585 writing, except as provided in § 31.2. and is effective when physically received by such party, or any  
586 individual named in this Seller Listing Contract to receive documents or notices for such party.  
587 **31.2. Electronic Notice.** As an alternative to physical delivery, any notice may be delivered in  
588 electronic form to Brokerage Firm or Seller, or any individual named in this Seller Listing Contract to receive  
589 documents or notices for such party, at the electronic address of the recipient by facsimile, email or Text  
590 Messaging.  
591 **31.3. Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by: (1) email  
592 at the email address of the recipient, (2) a link or access to a website or server provided the recipient  
593 receives the information necessary to access the documents, or (3) facsimile at the facsimile number (Fax  
594 No.) of the recipient.  
595 **31.4. Choice of Law.** This Seller Listing Contract and all disputes arising hereunder are governed by  
596 and construed in accordance with the laws of the state of Colorado that would be applicable to Colorado  
597 residents who sign a contract in Colorado for real property located in Colorado.  
600  
601 **32. MODIFICATION OF THIS SELLER LISTING CONTRACT.** No subsequent modification of any of the  
602 terms of this Seller Listing Contract is valid, binding upon the parties, or enforceable unless made in writing  
603 and signed by the parties.  
604  
605 **33. COUNTERPARTS.** This Seller Listing Contract may be executed by each of the parties, separately,  
606 and when so executed by all the parties, such copies taken together are deemed to be a full and complete  
607 contract between the parties.  
608  
609 **34. ENTIRE AGREEMENT.** This agreement constitutes the entire contract between the parties and any  
610 prior agreements, whether oral or written, have been merged and integrated into this Seller Listing Contract.  
611  
612 **35. COPY OF CONTRACT.** Seller acknowledges receipt of a copy of this Seller Listing Contract signed by  
613 Broker, including all attachments.  
614  
615

616 Brokerage Firm authorizes Broker to execute this Seller Listing Contract on behalf of Brokerage Firm  
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618

619 **Seller:**

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Date: 4/16/2024

Seller: **Kristopher Lyle**



Date: 4/16/2024

Seller: **Jayna Lyle**

**Brokerage Firm:**

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Date: \_\_\_\_\_

Broker's Name: ***Madelon Wecker***  
Brokerage Firm's Name: ***Colorado For Sale By Owner Service Company***  
Brokerage Firm Address: ***6406 Silver Mesa Drive Highlands Ranch, CO 80130***  
Broker Phone No.: ***720-498-9909*** Broker Fax No.:  
Broker Email Address: ***cofsbo@outlook.com***

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

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