



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: 4/8/2024

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: Austin D Nicholas and Heather A Bailey

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 Douglas, Colorado:

LOT 5 BLOCK 2 THE MEADOWS 20 PHASE 2 AMD 4 0.093 AM/L

known as No. 3736 Sanguine Circle 3549 Castle Rock, CO 80109,

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

3.5. Affordable Housing. If this box is checked, Seller represents, to the best of Seller's actual

58 knowledge, the Property **IS** part of an affordable housing program. If this box is **NOT** checked, Seller
59 represents that Property is **NOT** part of an affordable housing program.

60 **3.6. Sale; Lease.**

61 **3.6.1.** A "Sale" of the Property is the voluntary transfer or exchange of any interest in the
62 Property or the voluntary creation of the obligation to convey any interest in the Property, including a contract
63 or lease. It also includes an agreement to transfer any ownership interest in an entity which owns the
64 Property.
65

66 **3.6.2.** If this box is checked, Seller authorizes Broker to negotiate a lease of the Property. "Lease of
67 the Property" or "Lease" means any agreement between the Seller and a tenant to create a tenancy or
68 leasehold interest in the Property.

69 **3.7. Listing Period.** The Listing Period of this Seller Listing Contract begins on 4/8/2024, and
70 continues through the earlier of (1) completion of the Sale or, if applicable, Lease of the Property or (2)
71 10/31/2024, and any written extensions (Listing Period). Broker must continue to assist in the completion of
72 any Sale or Lease of the Property for which compensation is due and payable to Brokerage Firm under § 7 of
73 this Seller Listing Contract.
74

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

79 **3.9. Day; Computation of Period of Days, Deadline.**

80 **3.9.1. Day.** As used in this Seller Listing Contract, the term "day" means the entire day ending at
81 11:59 p.m., United States Mountain Time (Standard or Daylight Savings as applicable).

82 **3.9.2. Computation of Period of Days, Deadline.** In computing a period of days, when the
83 ending date is not specified (e.g., three days after MEC), the first day is excluded and the last day is
84 included. If any deadline falls on a Saturday, Sunday, or federal or Colorado state holiday (Holiday), such
85 deadline **Will** **Will Not** be extended to the next day that is not a Saturday, Sunday, or Holiday. Should
86 neither box be checked, the deadline will not be extended.
87

88 **4. BROKERAGE RELATIONSHIP.**

89 **4.1.** If the Seller Agency box at the top of page 1 is checked, Broker represents Seller as Seller's
90 limited agent (Seller's Agent). If the Transaction-Brokerage box at the top of page 1 is checked, Broker acts
91 as a Transaction-Broker.
92

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

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

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

102 **4.3.1.1. Seller Agency Unless Brokerage Relationship with Both.** Broker represents
103 Seller as Seller's Agent and must treat the buyer as a customer. A customer is a party to a transaction with
104 whom Broker has no brokerage relationship. Broker must disclose to such customer the Broker's relationship
105 with Seller. However, if Broker delivers to Seller a written Change of Status that Broker has a brokerage
106 relationship with the buyer then Broker is working with both Seller and buyer as a Transaction Broker. If the
107 box in § 4.3.1.2. (**Seller Agency Only**) is checked, § 4.3.1.2. (**Seller Agency Only**) applies instead.
108

109 **4.3.1.2. Seller Agency Only.** If this box is checked, Broker represents Seller as Seller's
110 Agent and must treat the buyer as a customer.

111 **4.3.2. Transaction-Broker.** If the Transaction-Brokerage box at the top of page 1 is checked, or
112 in the event neither box is checked, Broker must work with Seller as a Transaction-Broker. A Transaction-
113 Broker must perform the duties described in § 5 and facilitate sales transactions without being an advocate or
114 agent for either party. If Seller and buyer are working with the same Broker, Broker must continue to function
115

116 as a Transaction-Broker.
117

118 **5. BROKERAGE DUTIES.** Broker, on behalf of Brokerage Firm as either a Transaction-Broker or a Seller's
119 Agent, must perform the following "**Uniform Duties**" when working with Seller:
120

121 **5.1** Broker must exercise reasonable skill and care for Seller, including, but not limited to the following:

122 **5.1.1.** Performing the terms of any written or oral agreement with Seller;

123 **5.1.2.** Presenting all offers to and from Seller in a timely manner regardless of whether the
124 Property is subject to a contract for Sale;

125 **5.1.3.** Disclosing to Seller adverse material facts actually known by Broker;

126 **5.1.4.** Advising Seller regarding the transaction and advising Seller to obtain expert advice as to
127 material matters about which Broker knows but the specifics of which are beyond the expertise of Broker;

128 **5.1.5.** Accounting in a timely manner for all money and property received; and

129 **5.1.6.** Keeping Seller fully informed regarding the transaction.
130

131 **5.2.** Broker must not disclose the following information without the informed consent of Seller:

132 **5.2.1.** That Seller is willing to accept less than the asking price for the Property;

133 **5.2.2.** What the motivating factors are for Seller to sell the Property;

134 **5.2.3.** That Seller will agree to financing terms other than those offered;

135 **5.2.4.** Any material information about Seller unless disclosure is required by law or failure to
136 disclose such information would constitute fraud or dishonest dealing; or
137

138 **5.2.5.** Any facts or suspicions regarding circumstances that could psychologically impact or
139 stigmatize the Property.
140

141 **5.3.** Seller consents to Broker's disclosure of Seller's confidential information to the supervising broker
142 or designee for the purpose of proper supervision, provided such supervising broker or designee does not
143 further disclose such information without consent of Seller, or use such information to the detriment of Seller.
144

145 **5.4.** Brokerage Firm may have agreements with other sellers to market and sell their properties.
146 Broker may show alternative properties not owned by Seller to other prospective buyers and list competing
147 properties for sale.

148 **5.5.** Broker is not obligated to seek additional offers to purchase the Property while the Property is
149 subject to a contract for Sale.

150 **5.6.** Broker has no duty to conduct an independent inspection of the Property for the benefit of a
151 buyer and has no duty to independently verify the accuracy or completeness of statements made by Seller or
152 independent inspectors. Broker has no duty to conduct an independent investigation of a buyer's financial
153 condition or to verify the accuracy or completeness of any statement made by a buyer.
154

155 **5.7.** Seller understands that Seller is not liable for Broker's acts or omissions that have not been
156 approved, directed, or ratified by Seller.

157 **5.8.** When asked, Broker **Will** **Will Not** disclose to prospective buyers and cooperating brokers
158 the existence of offers on the Property and whether the offers were obtained by Broker, a broker within
159 Brokerage Firm, or by another broker. If Broker wishes to disclose the terms of any offer, Broker must first
160 obtain the Seller's written consent.
161

162 **6. ADDITIONAL DUTIES OF SELLER'S AGENT.** If the Seller Agency box at the top of page 1 is checked,
163 Broker is Seller's Agent, with the following additional duties:
164

165 **6.1.** Promoting the interests of Seller with the utmost good faith, loyalty and fidelity;

166 **6.2.** Seeking a price and terms that are set forth in this Seller Listing Contract; and

167 **6.3.** Counseling Seller as to any material benefits or risks of a transaction that are actually known by
168 Broker.
169

170 **7. COMPENSATION TO BROKERAGE FIRM; COMPENSATION TO COOPERATIVE BROKER.** Seller
171 agrees that any Brokerage Firm compensation that is conditioned upon the Sale of the Property will be
172 earned by Brokerage Firm as set forth herein without any discount or allowance for any efforts made by
173
174

175 Seller or by any other person in connection with the Sale of the Property.

176 **7.1. Amount.** In consideration of the services to be performed by Broker, Seller agrees to pay
177 Brokerage Firm as follows:

178 **7.1.1. Sale Commission.** (1) .5 % of the gross purchase price or (2) n/a, in U.S. dollars.

179 Brokerage Firm agrees to contribute from the Sale Commission to outside brokerage firms' commission n/a
180 % of the gross purchase price or n/a, 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) n/a % of the gross rent under the lease, or (2) n/a, in U.S. dollars, payable as follows: n/a.

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

186 **7.1.3. Other Compensation.**

187 Seller agrees to pay a non-refundable deposit in the amount of \$495.00, due upon invoicing.
188

189 **7.2. When Earned.** Such commission is earned upon the occurrence of any of the following:

190 **7.2.1.** Any Sale of the Property within the Listing Period by Seller, by Broker or by any other
191 person;

192 **7.2.2.** Broker finding a buyer who is ready, willing and able to complete the Sale or Lease as
193 specified in this Seller Listing Contract; or

194 **7.2.3.** Any Sale (or Lease if § 3.6.2. is checked) of the Property within 120 calendar days after
195 the Listing Period expires (Holdover Period) (1) to anyone with whom Broker negotiated and (2) whose name
196 was submitted, in writing, to Seller by Broker during the Listing Period (Submitted Prospect). However, Seller
197 **Will** **Will Not** owe the commission to Brokerage Firm under this § 7.2.3. if a commission is earned by
198 another licensed brokerage firm acting pursuant to an exclusive agreement entered into during the Holdover
199 Period and a Sale or Lease to a Submitted Prospect is consummated. If no box is checked in this § 7.2.3.,
200 then Seller does not owe the commission to Brokerage Firm.
201

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

208 **8. LIMITATION ON THIRD-PARTY COMPENSATION.** Neither Broker nor Brokerage Firm, except as set
209 forth in § 7, will accept compensation from any other person or entity in connection with the Property without
210 the written consent of Seller. Additionally, neither Broker nor Brokerage Firm is permitted to assess or receive
211 mark-ups or other compensation for services performed by any third party or affiliated business entity unless
212 Seller signs a separate written consent for such services.
213

214 **9. OTHER BROKERS' ASSISTANCE, MULTIPLE LISTING SERVICES (MLS) AND MARKETING.** Seller
215 has been advised by Broker of the advantages and disadvantages of various marketing methods, including
216 advertising and the use of multiple listing services (MLS) and various methods of making the Property
217 accessible by other brokerage firms (e.g., using lock boxes, by-appointment-only showings, etc.) and whether
218 some methods may limit the ability of another broker to show the Property. After having been so advised,
219 Seller has chosen the following:
220

221 **9.1. MLS/Information Exchange.**

222 **9.1.1.** The Property **Will** **Will Not** be submitted to one or more MLS and **Will**
223 **Will Not** be submitted to one or more property information exchanges. If submitted, Seller authorizes
224 Broker to provide a copy of this Seller Listing Contract to the MLS or information exchange, if requested,
225 timely provide notice of any listing status change (e.g.: active, under contract, pending, sold) to such MLS
226 and information exchanges, and, upon transfer of deed from Seller to buyer, provide all required sales
227 information to such MLS and information exchanges.
228

229 **9.1.2.** Seller authorizes the use of electronic and all other marketing methods except:

230 n/a

231 **9.1.3.** Seller further authorizes use of the data by MLS and property information exchanges, if
232

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 **9.2. Property Access.**

237 9.2.1. Broker may access the Property by:

238 Electronic Lock Box Manual Lock Box

239 TBD

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

251 **9.3. Broker Marketing.**

252 9.3.1. The following specific marketing tasks will be performed by Broker:

253 Broker will list the property in ReColorado MLS.

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

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.

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

275 10.1. **Negotiations and Communication.** Seller agrees to conduct all negotiations for the Sale or
276 Lease of the Property only through Broker and to refer to Broker all communications received in any form
277 from real estate brokers, prospective buyers, tenants, or any other source during the Listing Period of this
278 Seller Listing Contract.

279 10.2. **Advertising.** Seller agrees that any advertising of the Property by Seller (e.g., Internet, print,
280 and signage) must first be approved by Broker.

281 10.3. **No Existing Listing Agreement.** Seller represents that Seller Is Is Not currently a party
282 to any listing agreement with any other broker to sell the Property. Seller further represents that Seller Has
283 Has Not received a list of "Submitted Prospects" pursuant to a previous listing agreement to sell the
284 Property with any other broker.

285 10.4. **Ownership of Materials and Consent.** Seller represents that all materials (including all
286 photographs, renderings, images, videos, or other creative items) supplied to Broker by or on behalf of Seller
287 are owned by Seller, except as Seller has disclosed in writing to Broker. Seller is authorized and grants to
288

291 Broker, Brokerage Firm, and any MLS (that Broker submits the Property to) a nonexclusive irrevocable,
292 royalty-free license to use such material for marketing of the Property, reporting as required as well as the
293 publishing, display, and reproduction of such material, compilation, and data. This license survives the
294 termination of this Seller Listing Contract. Unless agreed to otherwise, all materials provided by Broker
295 (photographs, renderings, images, videos, or other creative items) may not be used by Seller for any reason.
296

297 **10.5. Colorado Foreclosure Protection Act.** The Colorado Foreclosure Protection Act (Act)
298 generally applies if (1) the Property is residential, (2) Seller resides in the Property as Seller's principal
299 residence, (3) buyer's purpose in purchase of the Property is not to use the Property as buyer's personal
300 residence, and (4) the Property is in foreclosure or buyer has notice that any loan secured by the Property is
301 at least thirty (30) days delinquent or in default. If all requirements 1, 2, 3, and 4 are met and the Act
302 otherwise applies, then a contract between buyer and Seller for the sale of the Property that complies with
303 the provisions of the Act is required. If the transaction is a Short Sale transaction and a Short Sale
304 Addendum is part of the Contract between Seller and buyer, the Act does not apply. It is recommended that
305 Seller consult with an attorney.
306

307
308 **11. PRICE AND TERMS.** The following Price and Terms are acceptable to Seller:

309 **11.1. Price.** U.S. \$ TBD

310 **11.2. Terms.** Cash Conventional FHA VA Other: 1031 Exchange

311 **11.3. Loan Discount Points.**

312 n/a

313
314 **11.4. Buyer's Closing Costs (FHAVA).** Seller must pay closing costs and fees, not to exceed \$ n/a,
315 that Buyer is not allowed by law to pay, for tax service and n/a.

316 **11.5. Earnest Money.** Minimum amount of earnest money deposit U.S. \$ 5,000 in the form of Wire
317 Transfer or Check

318
319 **11.6. Seller Proceeds.** Seller will receive net proceeds of closing as indicated: **Cashier's Check** at
320 Seller's expense; **Funds Electronically Transferred (Wire Transfer)** to an account specified by Seller, at
321 Seller's expense; or **Closing Company's Trust Account Check**. Wire and other frauds occur in real
322 estate transactions. Any time Seller is supplying confidential information such as social security numbers or
323 bank account numbers, Seller should provide the information in person or in another secure manner.
324

325 **11.7. FIRPTA.** Pursuant to the Foreign Investment in Real Property Tax Act (FIRPTA), the Internal
326 Revenue Service (IRS) may require a substantial portion of Seller's proceeds be withheld after Closing when
327 Seller is a foreign person. If the box in this Section is checked, Seller represents that Seller **IS** a foreign
328 person for purposes of U.S. income taxation and authorizes Broker to disclose such status. If the box in this
329 Section is not checked, Seller represents that Seller is not a foreign person for purposes of U.S. income
330 taxation.

331 **11.8. Colorado Withholding.** If Seller is not exempt, the Colorado Department of Revenue may
332 require a portion of the Seller's proceeds be withheld after Closing when Seller will not be a Colorado
333 resident after Closing.
334

335
336 **12. DEPOSITS.** Brokerage Firm is authorized to accept earnest money deposits received by Broker
337 pursuant to a proposed contract for the Sale of the Property. Brokerage Firm is authorized to deliver the
338 earnest money deposit to the closing agent, if any, at or before the closing of the contract for the Sale of the
339 Property.
340

341 **13. INCLUSIONS AND EXCLUSIONS.**

342 **13.1. Inclusions.** The Purchase Price includes the following items (Inclusions):

343 **13.1.1. Inclusions – Attached.** If attached to the Property on the date of this Seller Listing
344 Contract, the following items are included unless excluded under §13.2. (Exclusions): lighting, heating,
345 plumbing, ventilating and air conditioning units, TV antennas, inside telephone, network and coaxial (cable)
346 wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, built-in kitchen
347 appliances, sprinkler systems and controls, built-in vacuum systems (including accessories) and garage door
348
349

350 openers (including **Any Applicable** remote controls). If checked, the following are owned by the Seller and
351 included (leased items should be listed under §13.1.6. (Leased Items): None Solar Panels
352 Water Softeners Security Systems Satellite Systems (including satellite dishes). If any additional
353 items are attached to the Property after the date of this Seller Listing Contract, such additional items are also
354 included.

355 **13.1.2. Inclusions – Not Attached.** If on the Property, whether attached or not, on the date of
356 this Seller Listing Contract, the following items are included unless excluded under §13.2. (Exclusions): storm
357 windows, storm doors, window and porch shades, awnings, blinds, screens, window coverings and
358 treatments, curtain rods, drapery rods, fireplace inserts, fireplace screens, fireplace grates, heating stoves,
359 storage sheds, carbon monoxide alarms, smoke/fire detectors, and all keys.

361 **13.1.3. Other Inclusions.** The following items, whether fixtures or personal property, are also
362 included in the Purchase Price:

363 **Dishwasher, Microwave, Range / Oven, Washer**

364 **13.1.4. Encumbered Inclusions.** Any Inclusions owned by Seller (e.g., owned solar panels)
365 must be conveyed at Closing by Seller free and clear of all taxes (except personal property and general real
366 estate taxes for the year of Closing), liens and encumbrances, except:

367 **n/a**

369 **13.1.5. Personal Property Conveyance.** Conveyance of all personal property will be by bill of
370 sale or other applicable legal instrument.

371 **13.1.6. Leased Items.**

372 **13.1.6.1.** The following leased items are part of the transaction:

373 **n/a**

374 **13.1.6.2. Lease Documents.** Seller agrees to supply to buyer, as will be set forth in the final
375 contract between Seller and buyer, the documents between Seller and Seller's lessor regarding the lease,
376 leased item, cost, and other terms including requirements imposed upon a buyer if buyer is assuming the
377 leases.

379 **13.2. Exclusions.** The following are excluded (Exclusions):

380 **Sellers personal property**

381 **13.3. Trade Fixtures.** The following trade fixtures are included:

382 **n/a**

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

388 **13.4. Parking and Storage Facilities.** The use or ownership of the following parking facilities:

389 **Attached 2 Car Garage**; and the use or ownership of the following storage facilities:

390 **n/a**

392 **13.5. Water Rights/Well Rights.**

393 **13.5.1. Deeded Water Rights.** The following legally described water rights:

394 **n/a**

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

398 **13.5.2. Other Rights Relating to Water.** The following rights relating to water not included in §§
399 13.5.1., 13.5.3., and 13.5.4.:

400 **n/a**

401 **13.5.3. Well Rights.** The Well Permit # is **n/a**.

402 **13.5.4. Water Stock Certificates.** The water stock certificates are as follows:

403 **n/a**

404 **13.6. Growing Crops.** The following growing crops:

405 **n/a**

407

408 **14. TITLE AND ENCUMBRANCES.**

409 **14.1. Seller Representation.** Seller represents that title to the Property is solely in Seller's name.

410 **14.2. Delivery of Documents.** Seller must deliver to Broker true copies of all relevant title materials,
411 leases, improvement location certificates and surveys in Seller's possession and must disclose all
412 easements, liens, and other encumbrances, if any, on the Property, of which Seller has knowledge.
413

414 **14.3. Conveyance.** In case of Sale, Seller agrees to convey the Property, by a good and sufficient:
415 special warranty deed general warranty deed bargain and sale deed quit claim deed
416 personal representative's deed n/a deed. If title will be conveyed using a special warranty deed or a
417 general warranty deed, unless otherwise specified in § 28 (Additional Provisions) below, title will be conveyed
418 "subject to statutory exceptions" as defined in § 38-30-113, C.R.S. Seller's conveyance of the Property to a
419 buyer will convey only that title Seller has in the Property.
420

421 **14.4. Monetary Encumbrances.** Property must be conveyed free and clear of all taxes, except the
422 general taxes for the year of closing. All monetary encumbrances (such as mortgages, deeds of trust, liens,
423 financing statements) must be paid by Seller and released except as Seller and buyer may otherwise agree.
424 Existing monetary encumbrances are as follows:

425 n/a

426 n/a

427 If the Property has been or will be subject to any governmental liens for special improvements installed at the
428 time of signing a contract for the Sale of the Property, Seller is responsible for payment of same, unless
429 otherwise agreed.
430

431 **14.5. Tenancies.** The Property will be conveyed subject to the following leases and tenancies for
432 possession of the Property:

433 n/a

434

435 **15. EVIDENCE OF TITLE.** Seller agrees to furnish buyer, at Seller's expense unless the parties agree in
436 writing to a different arrangement, a current commitment and an owner's title insurance policy in an amount
437 equal to the Purchase Price as specified in the contract for the Sale of the Property, or if this box is checked,
438 **An Abstract of Title** certified to a current date.
439

440

441 **16. ASSOCIATION ASSESSMENTS.** Seller represents that the amount of the regular owners' association
442 assessment is currently payable at approximately \$ 110.00 per month and that there are no unpaid regular
443 or special assessments against the Property except the current regular assessments and except n/a. Seller
444 agrees to promptly request the owners' association to deliver to buyer before date of closing a current
445 statement of assessments against the Property.
446

447

448 **17. POSSESSION.** Possession of the Property will be delivered to buyer as follows: Delivery of Deed
449 and Funding, subject to leases and tenancies as described in § 14.
450

451

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

452 **18.1. Broker's Obligations.** Colorado law requires a broker to disclose to any prospective buyer all
453 adverse material facts actually known by such broker including but not limited to adverse material facts
454 pertaining to the title to the Property and the physical condition of the Property, any material defects in the
455 Property, and any environmental hazards affecting the Property which are required by law to be disclosed.
456 These types of disclosures may include such matters as structural defects, soil conditions, violations of
457 health, zoning or building laws, and nonconforming uses and zoning variances. Seller agrees that any buyer
458 may have the Property and Inclusions inspected and authorizes Broker to disclose any facts actually known
459 by Broker about the Property.
460

461 **18.2. Seller's Obligations.**

462 **18.2.1. Seller's Property Disclosure Form.** Seller **Agrees** **Does Not Agree** to provide on
463 or before the sale contract's respective deadline a Seller's Property Disclosure form completed to Seller's
464 current, actual knowledge. Colorado law requires Seller to disclose certain facts regardless of whether Seller
465 is providing a Seller's Property Disclosure form. Typically, the contract requires disclosure of adverse material
466

466 facts actually known by Seller.

467
468 **18.2.2. Lead-Based Paint.** Unless exempt, if the improvements on the Property include one or
469 more residential dwellings for which a building permit was issued prior to January 1, 1978, a completed
470 Lead-Based Paint Disclosure (Sales) form must be signed by Seller and the real estate licensees, and given
471 to any potential buyer in a timely manner.

472 **18.2.3. Carbon Monoxide Alarms.** Note: If the improvements on the Property have a fuel-fired
473 heater or appliance, a fireplace, or an attached garage and one or more rooms lawfully used for sleeping
474 purposes (Bedroom), Seller understands that Colorado law requires that Seller assure the Property has an
475 operational carbon monoxide alarm installed within fifteen feet of the entrance to each Bedroom or in a
476 location as required by the applicable building code, prior to offering the Property for sale or lease.
477

478 **18.2.4. Condition of Property.** The Property will be conveyed in the condition existing as of the
479 date of the contract for Sale or Lease of the Property, ordinary wear and tear excepted, unless Seller, at
480 Seller's sole option, agrees in writing to any repairs or other work to be performed by Seller.
481

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

484 **19.1. If Broker is in Default.** In the event the Broker fails to substantially perform under this Seller
485 Listing Contract, Seller has the right to cancel this Seller Listing Contract, including all rights of Brokerage
486 Firm to any compensation. Any rights of Seller to damages, if any, that accrued prior to cancellation will
487 survive such cancellation.
488

489 **19.2. If Seller is in Default.** In the event the Seller fails to substantially perform under this Seller
490 Listing Contract to include Seller's or occupant's failure to reasonably cooperate with Broker, Brokerage Firm
491 may cancel this Seller Listing Contract upon written notice to Seller. Any rights of Brokerage Firm that
492 accrued prior to cancellation will survive such cancellation, to include Brokerage Firm's damages.
493

494 **19.3. Additional Rights of Brokerage Firm to Cancel.** Brokerage Firm may cancel this Seller Listing
495 Contract upon written notice to Seller that title is not satisfactory to Brokerage Firm. Although Broker has no
496 obligation to investigate or inspect the Property and no duty to verify statements made, Brokerage Firm has
497 the right to cancel this Seller Listing Contract if any of the following are unsatisfactory: (1) the physical
498 condition of the Property or Inclusions, (2) any proposed or existing transportation project, road, street or
499 highway, (3) any other activity, odor or noise (whether on or off the Property) and its effect or expected effect
500 on the Property or its occupants, or (4) any facts or suspicions regarding circumstances that could
501 psychologically impact or stigmatize the Property. In the event Brokerage Firm exercises its right to cancel
502 under this provision, Brokerage Firm waives all rights to pursue damages.
503

504 **20. FORFEITURE OF PAYMENTS.** In the event of a forfeiture of payments made by a buyer, the sums
505 received will be: (1) paid to Seller in its entirety; (2) divided between Brokerage Firm and Seller,
506 one-half to Brokerage Firm but not to exceed the Brokerage Firm compensation agreed upon herein, and the
507 balance to Seller; (3) Other: *n/a* If no box is checked in this Section, choice (1), paid to Seller in its
508 entirety, applies. Any forfeiture of payment under this Section will not reduce any Brokerage Firm
509 compensation owed, earned and payable under § 7.
510

511
512 **21. COST OF SERVICES AND REIMBURSEMENT.** Unless otherwise agreed upon in writing, Brokerage
513 Firm must bear all expenses incurred by Brokerage Firm, if any, to market the Property and to compensate
514 cooperating brokerage firms, if any. Neither Broker nor Brokerage Firm will obtain or order any other products
515 or services unless Seller agrees in writing to pay for them promptly when due (e.g., surveys, radon tests, soil
516 tests, title reports, engineering studies, property inspections). Unless otherwise agreed, neither Broker nor
517 Brokerage Firm is obligated to advance funds for Seller. Seller must reimburse Brokerage Firm for payments
518 made by Brokerage Firm for such products or services authorized by Seller.
519

520
521 **22. DISCLOSURE OF SETTLEMENT COSTS.** Seller acknowledges that costs, quality, and extent of
522 service vary between different settlement service providers (e.g., attorneys, lenders, inspectors, and title
523 companies).
524

525
526 **23. MAINTENANCE OF THE PROPERTY.** Neither Broker nor Brokerage Firm is responsible for
527 maintenance of the Property nor are they liable for damage of any kind occurring to the Property, unless such
528 damage is caused by their negligence or intentional misconduct.
529

530 **24. NONDISCRIMINATION.** The parties agree not to discriminate unlawfully against any prospective
531 buyers because of their inclusion in a “protected class” as defined by federal, state, or local law. “Protected
532 classes” include, but are not limited to, race, creed, color, sex, sexual orientation, gender identity, marital
533 status, familial status, physical or mental disability, handicap, religion, military status, hair style/texture,
534 national origin, or ancestry of such person. Seller authorizes Broker to withhold any supplemental information
535 about the prospective buyer if such information would disclose a buyer’s protected class(es). However, any
536 financial, employment or credit worthiness information about the buyer received by Broker will be submitted
537 to Seller. Seller understands and agrees that the Broker may not violate federal, state, or local fair housing
538 laws.
539

540
541 **25. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this document, Seller
542 acknowledges that Broker has advised that this document has important legal consequences and has
543 recommended consultation with legal and tax or other counsel before signing this Seller Listing Contract.
544

545
546 **26. MEDIATION.** If a dispute arises relating to this Seller Listing Contract, prior to or after closing, and is
547 not resolved, the parties must first proceed in good faith to submit the matter to mediation. Mediation is a
548 process in which the parties meet with an impartial person who helps to resolve the dispute informally and
549 confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree, in writing,
550 before any settlement is binding. The parties will jointly appoint an acceptable mediator and will share equally
551 in the cost of such mediation. The mediation, unless otherwise agreed, will terminate in the event the entire
552 dispute is not resolved within 30 calendar days of the date written notice requesting mediation is delivered by
553 one party to the other at the other party’s last known address.
554

555
556 **27. ATTORNEY FEES.** In the event of any arbitration or litigation relating to this Seller Listing Contract, the
557 arbitrator or court must award to the prevailing party all reasonable costs and expenses, including attorney
558 and legal fees.
559

560 **28. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the
561 Colorado Real Estate Commission.)
562 *The seller would like to leave the buyer agency commission up for negotiations. A buyer*
563 *agency fee will not be advertised in the MLS.*
564

565
566 **29. ATTACHMENTS.** The following are a part of this Seller Listing Contract:
567 *n/a*
568

569 **30. NO OTHER PARTY OR INTENDED BENEFICIARIES.** Nothing in this Seller Listing Contract is
570 deemed to inure to the benefit of any person other than Seller, Broker, and Brokerage Firm.
571

572
573 **31. NOTICE, DELIVERY AND CHOICE OF LAW.**

574 **31.1. Physical Delivery and Notice.** Any document or notice to Brokerage Firm or Seller must be in
575 writing, except as provided in § 31.2. and is effective when physically received by such party, or any
576 individual named in this Seller Listing Contract to receive documents or notices for such party.

577 **31.2. Electronic Notice.** As an alternative to physical delivery, any notice may be delivered in
578 electronic form to Brokerage Firm or Seller, or any individual named in this Seller Listing Contract to receive
579 documents or notices for such party, at the electronic address of the recipient by facsimile, email or *Text*
580 *Messaging.*
581

582 **31.3. Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by: (1) email

583 at the email address of the recipient, (2) a link or access to a website or server provided the recipient
584 receives the information necessary to access the documents, or (3) facsimile at the facsimile number (Fax
585 No.) of the recipient.

586 **31.4. Choice of Law.** This Seller Listing Contract and all disputes arising hereunder are governed by
587 and construed in accordance with the laws of the state of Colorado that would be applicable to Colorado
588 residents who sign a contract in Colorado for real property located in Colorado.
589

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591 **32. MODIFICATION OF THIS SELLER LISTING CONTRACT.** No subsequent modification of any of the
592 terms of this Seller Listing Contract is valid, binding upon the parties, or enforceable unless made in writing
593 and signed by the parties.
594

595 **33. COUNTERPARTS.** This Seller Listing Contract may be executed by each of the parties, separately,
596 and when so executed by all the parties, such copies taken together are deemed to be a full and complete
597 contract between the parties.
598

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600 **34. ENTIRE AGREEMENT.** This agreement constitutes the entire contract between the parties and any
601 prior agreements, whether oral or written, have been merged and integrated into this Seller Listing Contract.
602

603 **35. COPY OF CONTRACT.** Seller acknowledges receipt of a copy of this Seller Listing Contract signed by
604 Broker, including all attachments.
605

606 Brokerage Firm authorizes Broker to execute this Seller Listing Contract on behalf of Brokerage Firm
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609 **Seller:**

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Date: 4/9/2024

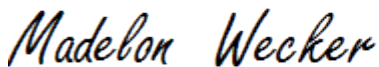
Seller: **Austin D Nicholas**



Date: 4/9/2024

Seller: **Heather A Bailey**

Brokerage Firm:



Date: 4/9/2024

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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