



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: 7/22/2024

**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:** Ronald A. Davis

**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 Larimer, Colorado:

LOT 10, BLK 144, FTC, LESS BEG AT NE COR SD LOT, TH S 50 FT, W 90 FT, N 50 FT, E 90 FT TPOB

E Mulberry St, Fort Collins, CO 80524

known as No. 334 E Mulberry Street Fort Collins, CO 80524,

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

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

63  
64 **3.6. Sale; Lease.**

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

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

72  
73 **3.7. Listing Period.** The Listing Period of this Seller Listing Contract begins on 7/22/2024, and  
74 continues through the earlier of (1) completion of the Sale or, if applicable, Lease of the Property or (2)  
75 12/31/2024, and any written extensions (Listing Period). Broker must continue to assist in the completion of  
76 any Sale or Lease of the Property for which compensation is due and payable to Brokerage Firm under § 7 of  
77 this Seller Listing Contract.

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

82 **3.9. Day; Computation of Period of Days, Deadline.**

83 **3.9.1. Day.** As used in this Seller Listing Contract, the term "day" means the entire day ending at  
84 11:59 p.m., United States Mountain Time (Standard or Daylight Savings as applicable).

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

90  
91

92 **4. BROKERAGE RELATIONSHIP.**

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

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

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

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

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

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

113  
114 **4.3.2. Transaction-Broker.** If the Transaction-Brokerage box at the top of page 1 is checked, or  
115

116 in the event neither box is checked, Broker must work with Seller as a Transaction-Broker. A Transaction-  
117 Broker must perform the duties described in § 5 and facilitate sales transactions without being an advocate or  
118 agent for either party. If Seller and buyer are working with the same Broker, Broker must continue to function  
119 as a Transaction-Broker.  
120

121  
122 **5. BROKERAGE DUTIES.** Broker, on behalf of Brokerage Firm as either a Transaction-Broker or a Seller's  
123 Agent, must perform the following **"Uniform Duties"** when working with Seller:

124 **5.1** Broker must exercise reasonable skill and care for Seller, including, but not limited to the following:

125 **5.1.1.** Performing the terms of any written or oral agreement with Seller;

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

128 **5.1.3.** Disclosing to Seller adverse material facts actually known by Broker;

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

131 **5.1.5.** Accounting in a timely manner for all money and property received; and

132 **5.1.6.** Keeping Seller fully informed regarding the transaction.  
133

134 **5.2.** Broker must not disclose the following information without the informed consent of Seller:

135 **5.2.1.** That Seller is willing to accept less than the asking price for the Property;

136 **5.2.2.** What the motivating factors are for Seller to sell the Property;

137 **5.2.3.** That Seller will agree to financing terms other than those offered;

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

140 **5.2.5.** Any facts or suspicions regarding circumstances that could psychologically impact or  
141 stigmatize the Property.  
142

143 **5.3.** Seller consents to Broker's disclosure of Seller's confidential information to the supervising broker  
144 or designee for the purpose of proper supervision, provided such supervising broker or designee does not  
145 further disclose such information without consent of Seller, or use such information to the detriment of Seller.  
146

147 **5.4.** Brokerage Firm may have agreements with other sellers to market and sell their properties.  
148 Broker may show alternative properties not owned by Seller to other prospective buyers and list competing  
149 properties for sale.  
150

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

153 **5.6.** Broker has no duty to conduct an independent inspection of the Property for the benefit of a  
154 buyer and has no duty to independently verify the accuracy or completeness of statements made by Seller or  
155 independent inspectors. Broker has no duty to conduct an independent investigation of a buyer's financial  
156 condition or to verify the accuracy or completeness of any statement made by a buyer.  
157

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

160 **5.8.** When asked, Broker  **Will**  **Will Not** disclose to prospective buyers and cooperating brokers  
161 the existence of offers on the Property and whether the offers were obtained by Broker, a broker within  
162 Brokerage Firm, or by another broker. If Broker wishes to disclose the terms of any offer, Broker must first  
163 obtain the Seller's written consent.  
164

165 **6. ADDITIONAL DUTIES OF SELLER'S AGENT.** If the Seller Agency box at the top of page 1 is checked,  
166 Broker is Seller's Agent, with the following additional duties:  
167

168 **6.1.** Promoting the interests of Seller with the utmost good faith, loyalty and fidelity;

169 **6.2.** Seeking a price and terms that are set forth in this Seller Listing Contract; and

170 **6.3.** Counseling Seller as to any material benefits or risks of a transaction that are actually known by  
171 Broker.  
172  
173  
174

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

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

181 **7.1.1. Sale Commission.** (1) .5 % of the gross purchase price or (2) \$1,295.00, in U.S. dollars.  
182 Brokerage Firm agrees to contribute from the Sale Commission to outside brokerage firms' commission % of  
183 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 has paid the non-refundable deposit of \$495.00.

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.

233 9.1.2. Seller authorizes the use of electronic and all other marketing methods except:  
234 n/a  
235  
236 9.1.3. Seller further authorizes use of the data by MLS and property information exchanges, if  
237 any.  
238 9.1.4. The Property Address  Will  Will Not be displayed on the Internet.  
239 9.1.5. The Property Listing  Will  Will Not be displayed on the Internet.  
240 **9.2. Property Access.**  
241 9.2.1. Broker may access the Property by:  
242  
243  Electronic Lock Box  Manual Lock Box  
244  
245  n/a  
246  
247 Other instructions:  
248 **Seller will provide access and accompany buyers and buyer agents during the**  
249 **showings.**  
250 9.2.2. Other than Broker, Seller further authorizes the following persons to access the Property  
251 using the method described in § 9.2.1.  
252  Actively Licensed Real Estate Brokers  Licensed Appraisers  
253  Unlicensed Broker Assistants  Unlicensed Inspectors  
254  Other: n/a  
255  
256 **9.3. Broker Marketing.**  
257 9.3.1. The following specific marketing tasks will be performed by Broker:  
258 **Broker will list the property in the following MLS systems: ReColorado.com, and in**  
259 **MyState.com. Broker provide a variety of social media and email campaigns and any other**  
260 **marketing deemed best suited for the property.**  
261  
262 **Broker will list the property as a Single Family Residence and Commercial Property**  
263  
264 **Broker will us the "Offering Memorandum" provided by Seller as an additional marketing**  
265 **piece.**  
266  
267 **Broker will include the link to the "Historical Arthur House" in the MLS and other marketing**  
268 **platforms.**  
269  
270 9.3.2. Seller authorizes videos and pictures of both the interior and exterior of the Property  
271 except:  
272 n/a  
273  
274 **9.4. Marketing Termination.** Broker and Brokerage Firm may discontinue using any marketing  
275 materials if, in Brokerage Firm's sole discretion, Broker or Brokerage Firm receives a credible threat of  
276 litigation or a complaint regarding the use of such marketing material. Upon expiration of the Listing Period  
277 and request from Seller, Broker will use reasonable efforts to remove information submitted to the MLS  
278 and/or information exchanges. Seller understands that information submitted to either the MLS or information  
279 exchanges may be difficult, if not impossible, to remove from syndicators and the Internet and releases  
280 Broker from any liability for Broker's inability to remove the information.  
281  
282  
283 **10. SELLER'S OBLIGATIONS TO BROKER; DISCLOSURES AND CONSENT.**  
284 **10.1. Negotiations and Communication.** Seller agrees to conduct all negotiations for the Sale or  
285 Lease of the Property only through Broker and to refer to Broker all communications received in any form  
286 from real estate brokers, prospective buyers, tenants, or any other source during the Listing Period of this  
287 Seller Listing Contract.  
288 **10.2. Advertising.** Seller agrees that any advertising of the Property by Seller (e.g., Internet, print,  
289 and signage) must first be approved by Broker.  
290

291 **10.3. No Existing Listing Agreement.** Seller represents that Seller  **Is**  **Is Not** currently a party  
292 to any listing agreement with any other broker to sell the Property. Seller further represents that Seller  **Has**  
293  **Has Not** received a list of "Submitted Prospects" pursuant to a previous listing agreement to sell the  
294 Property with any other broker.  
295

296 **10.4. Ownership of Materials and Consent.** Seller represents that all materials (including all  
297 photographs, renderings, images, videos, or other creative items) supplied to Broker by or on behalf of Seller  
298 are owned by Seller, except as Seller has disclosed in writing to Broker. Seller is authorized and grants to  
299 Broker, Brokerage Firm, and any MLS (that Broker submits the Property to) a nonexclusive irrevocable,  
300 royalty-free license to use such material for marketing of the Property, reporting as required as well as the  
301 publishing, display, and reproduction of such material, compilation, and data. This license survives the  
302 termination of this Seller Listing Contract. Unless agreed to otherwise, all materials provided by Broker  
303 (photographs, renderings, images, videos, or other creative items) may not be used by Seller for any reason.  
304

305 **10.5. Colorado Foreclosure Protection Act.** The Colorado Foreclosure Protection Act (Act)  
306 generally applies if (1) the Property is residential, (2) Seller resides in the Property as Seller's principal  
307 residence, (3) buyer's purpose in purchase of the Property is not to use the Property as buyer's personal  
308 residence, and (4) the Property is in foreclosure or buyer has notice that any loan secured by the Property is  
309 at least thirty (30) days delinquent or in default. If all requirements 1, 2, 3, and 4 are met and the Act  
310 otherwise applies, then a contract between buyer and Seller for the sale of the Property that complies with  
311 the provisions of the Act is required. If the transaction is a Short Sale transaction and a Short Sale  
312 Addendum is part of the Contract between Seller and buyer, the Act does not apply. It is recommended that  
313 Seller consult with an attorney.  
314

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

316 **11.1. Price.** U.S. \$ 1,499,000

317 **11.2. Terms.**  **Cash**  **Conventional**  **FHA**  **VA**  **Other:** n/a

318 **11.3. Loan Discount Points.**

319 n/a

320 **11.4. Buyer's Closing Costs (FHA/VA).** Seller must pay closing costs and fees, not to exceed \$ n/a,  
321 that Buyer is not allowed by law to pay, for tax service and n/a.

322 **11.5. Earnest Money.** Minimum amount of earnest money deposit U.S. \$ 50,000 in the form of Wire  
323 Transfer

324 **11.6. Seller Proceeds.** Seller will receive net proceeds of closing as indicated:  **Cashier's Check** at  
325 Seller's expense;  **Funds Electronically Transferred (Wire Transfer)** to an account specified by Seller, at  
326 Seller's expense; or  **Closing Company's Trust Account Check** . Wire and other frauds occur in real  
327 estate transactions. Any time Seller is supplying confidential information such as social security numbers or  
328 bank account numbers, Seller should provide the information in person or in another secure manner.  
329

330 **11.7. FIRPTA.** Pursuant to the Foreign Investment in Real Property Tax Act (FIRPTA), the Internal  
331 Revenue Service (IRS) may require a substantial portion of Seller's proceeds be withheld after Closing when  
332 Seller is a foreign person. If the box in this Section is checked, Seller represents that Seller  **IS** a foreign  
333 person for purposes of U.S. income taxation and authorizes Broker to disclose such status. If the box in this  
334 Section is not checked, Seller represents that Seller is not a foreign person for purposes of U.S. income  
335 taxation.  
336

337 **11.8. Colorado Withholding.** If Seller is not exempt, the Colorado Department of Revenue may  
338 require a portion of the Seller's proceeds be withheld after Closing when Seller will not be a Colorado  
339 resident after Closing.  
340

341 **12. DEPOSITS.** Brokerage Firm is authorized to accept earnest money deposits received by Broker  
342 pursuant to a proposed contract for the Sale of the Property. Brokerage Firm is authorized to deliver the  
343 earnest money deposit to the closing agent, if any, at or before the closing of the contract for the Sale of the  
344 Property.  
345  
346  
347  
348  
349

350 **13. INCLUSIONS AND EXCLUSIONS.**

351 **13.1. Inclusions.** The Purchase Price includes the following items (Inclusions):

352 **13.1.1. Inclusions – Attached.** If attached to the Property on the date of this Seller Listing  
353 Contract, the following items are included unless excluded under §13.2. (Exclusions): lighting, heating,  
354 plumbing, ventilating and air conditioning units, TV antennas, inside telephone, network and coaxial (cable)  
355 wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, built-in kitchen  
356 appliances, sprinkler systems and controls, built-in vacuum systems (including accessories) and garage door  
357 openers (including Any Applicable remote controls). If checked, the following are owned by the Seller and  
358 included (leased items should be listed under §13.1.6. (Leased Items):  None  Solar Panels  
359  Water Softeners  Security Systems  Satellite Systems (including satellite dishes). If any additional  
360 items are attached to the Property after the date of this Seller Listing Contract, such additional items are also  
361 included.  
362

363 **13.1.2. Inclusions – Not Attached.** If on the Property, whether attached or not, on the date of  
364 this Seller Listing Contract, the following items are included unless excluded under §13.2. (Exclusions): storm  
365 windows, storm doors, window and porch shades, awnings, blinds, screens, window coverings and  
366 treatments, curtain rods, drapery rods, fireplace inserts, fireplace screens, fireplace grates, heating stoves,  
367 storage sheds, carbon monoxide alarms, smoke/fire detectors, and all keys.  
368

369 **13.1.3. Other Inclusions.** The following items, whether fixtures or personal property, are also  
370 included in the Purchase Price:

371 All unit appliances now in place.

372 **13.1.4. Encumbered Inclusions.** Any Inclusions owned by Seller (e.g., owned solar panels)  
373 must be conveyed at Closing by Seller free and clear of all taxes (except personal property and general real  
374 estate taxes for the year of Closing), liens and encumbrances, except:

375 n/a

376 **13.1.5. Personal Property Conveyance.** Conveyance of all personal property will be by bill of  
377 sale or other applicable legal instrument.  
378

379 **13.1.6. Leased Items.**

380 **13.1.6.1.** The following leased items are part of the transaction:

381 n/a

382 **13.1.6.2. Lease Documents.** Seller agrees to supply to buyer, as will be set forth in the final  
383 contract between Seller and buyer, the documents between Seller and Seller's lessor regarding the lease,  
384 leased item, cost, and other terms including requirements imposed upon a buyer if buyer is assuming the  
385 leases.  
386

387 **13.2. Exclusions.** The following are excluded (Exclusions):

388 Seller and tenants personal property

389 **13.3. Trade Fixtures.** The following trade fixtures are included:

390 n/a

391

392  
393 The Trade Fixtures to be conveyed at closing must be conveyed by Seller, free and clear of all taxes  
394 (except personal property taxes for the year of closing), liens and encumbrances, except n/a. Conveyance  
395 will be by bill of sale or other applicable legal instrument.

396 **13.4. Parking and Storage Facilities.** The use or ownership of the following parking facilities:

397 21 Spaces; and the use or ownership of the following storage facilities:

398 n/a

399 **13.5. Water Rights/Well Rights.**

400  **13.5.1. Deeded Water Rights.** The following legally described water rights:

401 n/a

402

403  
404 Seller agrees to convey any deeded water rights by a good and sufficient n/a deed at Closing.

405  **13.5.2. Other Rights Relating to Water.** The following rights relating to water not included in §§

406 13.5.1., 13.5.3., and 13.5.4.:

407

408 n/a

409  13.5.3. **Well Rights.** The Well Permit # is n/a.

410  13.5.4. **Water Stock Certificates.** The water stock certificates are as follows:

411 n/a

412 **13.6. Growing Crops.** The following growing crops:

413 n/a

414

415 **14. TITLE AND ENCUMBRANCES.**

416 **14.1. Seller Representation.** Seller represents that title to the Property is solely in Seller's name.

417 **14.2. Delivery of Documents.** Seller must deliver to Broker true copies of all relevant title materials,  
418 leases, improvement location certificates and surveys in Seller's possession and must disclose all  
419 easements, liens, and other encumbrances, if any, on the Property, of which Seller has knowledge.

420

421 **14.3. Conveyance.** In case of Sale, Seller agrees to convey the Property, by a good and sufficient:

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

423  personal representative's deed  n/a deed. If title will be conveyed using a special warranty deed or a  
424 general warranty deed, unless otherwise specified in § 28 (Additional Provisions) below, title will be conveyed  
425 "subject to statutory exceptions" as defined in § 38-30-113, C.R.S. Seller's conveyance of the Property to a  
426 buyer will convey only that title Seller has in the Property.

427 **14.4. Monetary Encumbrances.** Property must be conveyed free and clear of all taxes, except the  
428 general taxes for the year of closing. All monetary encumbrances (such as mortgages, deeds of trust, liens,  
429 financing statements) must be paid by Seller and released except as Seller and buyer may otherwise agree.  
430 Existing monetary encumbrances are as follows:

431 n/a

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

435 **14.5. Tenancies.** The Property will be conveyed subject to the following leases and tenancies for  
436 possession of the Property:

437 **Four (4) units are currently under lease agreements. Seller shall have each tenant sign an**  
438 **estoppel statement provided by Broker.**

439

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

444

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

450

451 **17. POSSESSION.** Possession of the Property will be delivered to buyer as follows: **Upon delivery of**  
452 **deed and funding.**, subject to leases and tenancies as described in § 14.

453

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

455 **18.1. Broker's Obligations.** Colorado law requires a broker to disclose to any prospective buyer all  
456 adverse material facts actually known by such broker including but not limited to adverse material facts  
457 pertaining to the title to the Property and the physical condition of the Property, any material defects in the  
458 Property, and any environmental hazards affecting the Property which are required by law to be disclosed.

459



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 Seller will pay a buyer agency fee of 2.5% upon successful closing.**  
573

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

575 **n/a**  
576

577  
578 **30. NO OTHER PARTY OR INTENDED BENEFICIARIES.** Nothing in this Seller Listing Contract is  
579 deemed to inure to the benefit of any person other than Seller, Broker, and Brokerage Firm.  
580

581 **31. NOTICE, DELIVERY AND CHOICE OF LAW.**  
582

583 **31.1. Physical Delivery and Notice.** Any document or notice to Brokerage Firm or Seller must be in  
584 writing, except as provided in § 31.2. and is effective when physically received by such party, or any  
585 individual named in this Seller Listing Contract to receive documents or notices for such party.  
586

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

596 **31.4. Choice of Law.** This Seller Listing Contract and all disputes arising hereunder are governed by  
597 and construed in accordance with the laws of the state of Colorado that would be applicable to Colorado  
598 residents who sign a contract in Colorado for real property located in Colorado.  
599

600 **32. MODIFICATION OF THIS SELLER LISTING CONTRACT.** No subsequent modification of any of the  
601 terms of this Seller Listing Contract is valid, binding upon the parties, or enforceable unless made in writing  
602 and signed by the parties.  
603

604 **33. COUNTERPARTS.** This Seller Listing Contract may be executed by each of the parties, separately,  
605 and when so executed by all the parties, such copies taken together are deemed to be a full and complete  
606 contract between the parties.  
607

608 **34. ENTIRE AGREEMENT.** This agreement constitutes the entire contract between the parties and any  
609 prior agreements, whether oral or written, have been merged and integrated into this Seller Listing Contract.  
610  
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 Brokerage Firm authorizes Broker to execute this Seller Listing Contract on behalf of Brokerage Firm  
616  
617

618 **Seller:**  
619  
620  
621  
622

623 *Ronald A. Davis*  
624

625 \_\_\_\_\_ Date: 7/22/2024  
626

627 Seller: **Ronald A. Davis**  
628

629 **Brokerage Firm:**  
630  
631  
632

633 *Madelon Wecker*  
634

635 \_\_\_\_\_ Date: 7/24/2024  
636

637 Broker's Name: **Madelon Wecker**  
638

639 Brokerage Firm's Name: **Colorado For Sale By Owner Service Company**  
640

641 Brokerage Firm Address: **6406 Silver Mesa Drive Highlands Ranch, CO 80130**  
642

643 Broker Phone No.: **720-498-9909** Broker Fax No.:  
644

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643  
644  
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Broker Email Address: [madelon@coloradofsboservices.com](mailto:madelon@coloradofsboservices.com)

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

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