

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.  
(CBS4-8-13) (Mandatory 1-14)

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

**CONTRACT TO BUY AND SELL REAL ESTATE  
(LAND)  
(☐ Property with No Residences)  
(☐ Property with Residences-Residential Addendum Attached)**

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

**AGREEMENT**

**1. AGREEMENT.** Buyer, identified in § 2.1, agrees to buy, and Seller, identified in § 2.3, agrees to sell, the Property described below on the terms and conditions set forth in this contract (Contract).

**2. PARTIES AND PROPERTY.**

**2.1. Buyer.** Buyer, \_\_\_\_\_, will take title to the Property described below as ☐ **Joint Tenants** ☐ **Tenants In Common** ☐ **Other** \_\_\_\_\_.

**2.2. Assignability and Inurement.** This Contract ☐ **Is** ☐ **Is Not** assignable by Buyer without Seller's prior written consent. Except as so restricted, this Contract inures to the benefit of and is binding upon the heirs, personal representatives, successors and assigns of the parties.

**2.3. Seller.** Seller, \_\_\_\_\_, is the current owner of the Property described below.

**2.4. Property.** The Property is the following legally described real estate in the County of \_\_\_\_\_, Colorado:

known as No. \_\_\_\_\_  
Street Address City State Zip

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 (Property).

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

**2.5.1. Fixtures.** All fixtures attached to the Property on the date of this Contract.

**Other Fixtures:**

If any fixtures are attached to the Property after the date of this Contract, such additional fixtures are also included in the Purchase Price.

**2.5.2. Personal Property.** If on the Property, whether attached or not, on the date of this Contract, the following items are included:

**Other Personal Property:**

The Personal Property 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 \_\_\_\_\_. Conveyance will be by bill of sale or other applicable legal instrument.

**2.5.3. Trade Fixtures.** With respect to trade fixtures, Seller and Buyer agree as follows:



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

**2.6. Exclusions.** The following items are excluded (Exclusions):

**2.7. Water Rights, Well Rights, Water and Sewer Taps.**

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

Any deeded water rights will be conveyed by a good and sufficient \_\_\_\_\_ deed at Closing.

☐ **2.7.2. Other Rights Relating to Water.** The following rights relating to water not included in §§ 2.7.1, 2.7.3, 2.7.4 and 2.7.5, will be transferred to Buyer at Closing:

☐ **2.7.3. Well Rights.** Seller agrees to supply required information to Buyer about the well. Buyer understands that if the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well" used for ordinary household purposes, Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is \_\_\_\_\_.

☐ **2.7.4. Water Stock Certificates.** The water stock certificates to be transferred at Closing are as follows:

**2.7.5. Water and Sewer Taps. Note: Buyer is advised to obtain, from the provider, written confirmation of the amount remaining to be paid, if any, time and other restrictions for transfer and use of the taps.**

**2.7.6. Conveyance.** If Buyer is to receive any rights to water pursuant to § 2.7.2 (Other Rights Relating to Water), § 2.7.3 (Well Rights), or § 2.7.4 (Water Stock Certificates), Seller agrees to convey such rights to Buyer by executing the applicable legal instrument at Closing.

**2.8. Growing Crops.** With respect to growing crops, Seller and Buyer agree as follows:

### 3. DATES AND DEADLINES.

| Item No. | Reference | Event                                              | Date or Deadline |
|----------|-----------|----------------------------------------------------|------------------|
| 1        | § 4.3     | Alternative Earnest Money Deadline                 |                  |
|          |           | <b>Title</b>                                       |                  |
| 2        | § 8.1     | Record Title Deadline                              |                  |
| 3        | § 8.2     | Record Title Objection Deadline                    |                  |
| 4        | § 8.3     | Off-Record Title Deadline                          |                  |
| 5        | § 8.3     | Off-Record Title Objection Deadline                |                  |
| 6        | § 8.4     | Title Resolution Deadline                          |                  |
| 7        | § 8.6     | Right of First Refusal Deadline                    |                  |
|          |           | <b>Owners' Association</b>                         |                  |
| 8        | § 7.3     | Association Documents Deadline                     |                  |
| 9        | § 7.4     | Association Documents Objection Deadline           |                  |
|          |           | <b>Seller's Property Disclosure</b>                |                  |
| 10       | § 10.1    | Seller's Property Disclosure Deadline              |                  |
|          |           | <b>Loan and Credit</b>                             |                  |
| 11       | § 5.1     | Loan Application Deadline                          |                  |
| 12       | § 5.2     | Loan Objection Deadline                            |                  |
| 13       | § 5.3     | Buyer's Credit Information Deadline                |                  |
| 14       | § 5.3     | Disapproval of Buyer's Credit Information Deadline |                  |
| 15       | § 5.4     | Existing Loan Documents Deadline                   |                  |
| 16       | § 5.4     | Existing Loan Documents Objection Deadline         |                  |
| 17       | § 5.4     | Loan Transfer Approval Deadline                    |                  |

| Item No. | Reference | Event                                         | Date or Deadline |
|----------|-----------|-----------------------------------------------|------------------|
| 18       | § 4.7     | Seller or Private Financing Deadline          |                  |
|          |           | <b>Appraisal</b>                              |                  |
| 19       | § 6.2     | Appraisal Deadline                            |                  |
| 20       | § 6.2     | Appraisal Objection Deadline                  |                  |
|          |           | <b>Survey</b>                                 |                  |
| 21       | § 9.1     | Current Survey Deadline                       |                  |
| 22       | § 9.2     | Current Survey Objection Deadline             |                  |
| 23       | § 9.3     | Current Survey Resolution Deadline            |                  |
|          |           | <b>Inspection and Due Diligence</b>           |                  |
| 24       | § 10.2    | Inspection Objection Deadline                 |                  |
| 25       | § 10.3    | Inspection Resolution Deadline                |                  |
| 26       | § 10.5    | Property Insurance Objection Deadline         |                  |
| 27       | § 10.6    | Due Diligence Documents Delivery Deadline     |                  |
| 28       | § 10.6    | Due Diligence Documents Objection Deadline    |                  |
| 29       | § 10.6    | Due Diligence Documents Resolution Deadline   |                  |
| 30       | § 10.6    | Environmental Inspection Objection Deadline   |                  |
| 31       | § 10.6    | ADA Evaluation Objection Deadline             |                  |
| 32       | § 10.7    | Conditional Sale Deadline                     |                  |
| 33       | § 11.1    | Tenant Estoppel Statements Deadline           |                  |
| 34       | § 11.2    | Tenant Estoppel Statements Objection Deadline |                  |
|          |           | <b>Closing and Possession</b>                 |                  |
| 35       | § 12.3    | <b>Closing Date</b>                           |                  |
| 36       | § 17      | Possession Date                               |                  |
| 37       | § 17      | Possession Time                               |                  |
| 38       | § 28      | <b>Acceptance Deadline Date</b>               |                  |
| 39       | § 28      | <b>Acceptance Deadline Time</b>               |                  |
|          |           |                                               |                  |
|          |           |                                               |                  |

87 **3.1. Applicability of Terms.** Any box checked in this Contract means the corresponding provision applies. Any box,  
88 blank or line in this Contract left blank or completed with the abbreviation "N/A", or the word "Deleted" means such provision,  
89 including any deadline, is not applicable and the corresponding provision of this Contract to which reference is made is deleted.  
90 The abbreviation "MEC" (mutual execution of this Contract) means the date upon which both parties have signed this Contract.

91 **4. PURCHASE PRICE AND TERMS.**

92 **4.1. Price and Terms.** The Purchase Price set forth below is payable in U.S. Dollars by Buyer as follows:

| Item No. | Reference | Item               | Amount | Amount |
|----------|-----------|--------------------|--------|--------|
| 1        | § 4.1     | Purchase Price     | \$     |        |
| 2        | § 4.3     | Earnest Money      |        | \$     |
| 3        | § 4.5     | New Loan           |        | \$     |
| 4        | § 4.6     | Assumption Balance |        | \$     |
| 5        | § 4.7     | Private Financing  |        | \$     |
| 6        | § 4.7     | Seller Financing   |        | \$     |
| 7        |           |                    |        |        |
| 8        |           |                    |        |        |
| 9        | § 4.4     | Cash at Closing    |        | \$     |
| 10       |           | <b>TOTAL</b>       | \$     | \$     |

93 **4.2. Seller Concession.** Seller, at Closing, will credit, as directed by Buyer, an amount of \$\_\_\_\_\_ to assist  
94 with any and all of the following: Buyer's closing costs (Seller Concession). Seller Concession is in addition to any sum Seller has  
95 agreed to pay or credit Buyer elsewhere in this Contract. Seller Concession will be reduced to the extent it exceeds the aggregate  
96 of what is allowed by Buyer's lender as set forth in the Closing Statement, Closing Disclosure or HUD-1, at Closing.

97 **4.3. Earnest Money.** The Earnest Money set forth in this section, in the form of \_\_\_\_\_, will be payable  
98 to and held by \_\_\_\_\_ (Earnest Money Holder), in its trust account, on behalf of both Seller and Buyer. The  
99 Earnest Money deposit must be tendered, by Buyer, with this Contract unless the parties mutually agree to an **Alternative Earnest**  
100 **Money Deadline** (§ 3) for its payment. The parties authorize delivery of the Earnest Money deposit to the company conducting the

101 Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to have interest on Earnest  
102 Money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado residents, Seller and  
103 Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest Money Holder in this  
104 transaction will be transferred to such fund.

105 **4.3.1. Alternative Earnest Money Deadline.** The deadline for delivering the Earnest Money, if other than at the  
106 time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline** (§ 3).

107 **4.3.2. Return of Earnest Money.** If Buyer has a Right to Terminate and timely terminates, Buyer is entitled to  
108 the return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 25 and, except as provided  
109 in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate, Seller agrees to execute  
110 and return to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release form), within three  
111 days of Seller's receipt of such form.

112 **4.4. Form of Funds; Time of Payment; Available Funds.**

113 **4.4.1. Good Funds.** All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing  
114 and closing costs, must be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified  
115 check, savings and loan teller's check and cashier's check (Good Funds).

116 **4.4.2. Time of Payment; Available Funds.** All funds, including the Purchase Price to be paid by Buyer, must be  
117 paid before or at Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at  
118 Closing **OR SUCH NONPAYING PARTY WILL BE IN DEFAULT.** Buyer represents that Buyer, as of the date of this  
119 Contract, ☐ Does ☐ Does Not have funds that are immediately verifiable and available in an amount not less than the amount  
120 stated as Cash at Closing in § 4.1.

121 **4.5. New Loan.**

122 **4.5.1. Buyer to Pay Loan Costs.** Buyer, except as provided in § 4.2, if applicable, must timely pay Buyer's loan  
123 costs, loan discount points, prepaid items and loan origination fees, as required by lender.

124 **4.5.2. Buyer May Select Financing.** Buyer may pay in cash or select financing appropriate and acceptable to  
125 Buyer, including a different loan than initially sought, except as restricted in § 4.5.3 or § 30 (Additional Provisions).

126 **4.5.3. Loan Limitations.** Buyer may purchase the Property using any of the following types of loans:

127 ☐ **Conventional** ☐ **Other** \_\_\_\_\_.

128 **4.6. Assumption.** Buyer agrees to assume and pay an existing loan in the approximate amount of the Assumption  
129 Balance set forth in § 4.1, presently payable at \$ \_\_\_\_\_ per \_\_\_\_\_ including principal and interest  
130 presently at the rate of \_\_\_\_\_% per annum, and also including escrow for the following as indicated: ☐ **Real Estate Taxes**

131 ☐ **Property Insurance Premium** and ☐ \_\_\_\_\_.

132 Buyer agrees to pay a loan transfer fee not to exceed \$ \_\_\_\_\_. At the time of assumption, the new interest rate will  
133 not exceed \_\_\_\_\_% per annum and the new payment will not exceed \$ \_\_\_\_\_ per \_\_\_\_\_ principal and  
134 interest, plus escrow, if any. If the actual principal balance of the existing loan at Closing is less than the Assumption Balance,  
135 which causes the amount of cash required from Buyer at Closing to be increased by more than \$ \_\_\_\_\_, then Buyer has  
136 the Right to Terminate under § 25.1, on or before **Closing Date** (§ 3), based on the reduced amount of the actual principal balance.

137 Seller ☐ **Will** ☐ **Will Not** be released from liability on said loan. If applicable, compliance with the requirements for  
138 release from liability will be evidenced by delivery ☐ on or before **Loan Transfer Approval Deadline** (§ 3) ☐ at **Closing** of  
139 an appropriate letter of commitment from lender. Any cost payable for release of liability will be paid by \_\_\_\_\_  
140 in an amount not to exceed \$ \_\_\_\_\_.

141 **4.7. Seller or Private Financing.**

142 **WARNING:** Unless the transaction is exempt, federal and state laws impose licensing, other requirements and restrictions on  
143 sellers and private financiers. Contract provisions on financing and financing documents, unless exempt, should be prepared by a  
144 licensed Colorado attorney or licensed mortgage loan originator. Brokers should not prepare or advise the parties on the specifics  
145 of financing, including whether or not a party is exempt from the law.

146 **4.7.1. Seller Financing.** If Buyer is to pay all or any portion of the Purchase Price with Seller financing (§ 4.1),  
147 ☐ **Buyer** ☐ **Seller** will deliver the proposed Seller financing documents to the other party on or before \_\_\_\_\_ days before  
148 **Seller or Private Financing Deadline** (§ 3).

149 **4.7.1.1. Seller May Terminate.** If Seller is to provide Seller financing (§ 4.1), this Contract is conditional  
150 upon Seller determining whether such financing is satisfactory to the Seller, including its payments, interest rate, terms, conditions,  
151 cost and compliance with the law. Seller has the Right to Terminate under § 25.1, on or before **Seller or Private Financing**  
152 **Deadline** (§ 3), if such Seller financing is not satisfactory to the Seller, in Seller's sole subjective discretion.

153 **4.7.2. Buyer May Terminate.** If Buyer is to pay all or any portion of the Purchase Price with Seller or private  
154 financing (§ 4.1), this Contract is conditional upon Buyer determining whether such financing is satisfactory to the Buyer,  
155 including its availability, payments, interest rate, terms, conditions and cost. Buyer has the Right to Terminate under § 25.1, on or  
156 before **Seller or Private Financing Deadline** (§ 3), if such Seller or private financing is not satisfactory to Buyer, in Buyer's sole  
157 subjective discretion.

## 5. FINANCING CONDITIONS AND OBLIGATIONS.

**5.1. Loan Application.** If Buyer is to pay all or part of the Purchase Price by obtaining one or more new loans (New Loan), or if an existing loan is not to be released at Closing, Buyer, if required by such lender, must make an application verifiable by such lender, on or before **Loan Application Deadline** (§ 3) and exercise reasonable efforts to obtain such loan or approval.

**5.2. Loan Objection.** If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is conditional upon Buyer determining, in Buyer's sole subjective discretion, whether the New Loan is satisfactory to Buyer, including its availability, payments, interest rate, terms, conditions, and cost of such New Loan. This condition is for the sole benefit of Buyer. Buyer has the Right to Terminate under § 25.1, on or before **Loan Objection Deadline** (§ 3), if the New Loan is not satisfactory to Buyer, in Buyer's sole subjective discretion. **IF SELLER IS NOT IN DEFAULT AND DOES NOT TIMELY RECEIVE BUYER'S WRITTEN NOTICE TO TERMINATE, BUYER'S EARNEST MONEY WILL BE NONREFUNDABLE**, except as otherwise provided in this Contract (e.g., Appraisal, Title, Survey).

**5.3. Credit Information.** If an existing loan is not to be released at Closing, this Contract is conditional (for the sole benefit of Seller) upon Seller's approval of Buyer's financial ability and creditworthiness, which approval will be at Seller's sole subjective discretion. Accordingly: (1) Buyer must supply to Seller by **Buyer's Credit Information Deadline** (§ 3), at Buyer's expense, information and documents (including a current credit report) concerning Buyer's financial, employment and credit condition; (2) Buyer consents that Seller may verify Buyer's financial ability and creditworthiness; and (3) any such information and documents received by Seller must be held by Seller in confidence, and not released to others except to protect Seller's interest in this transaction. If the Cash at Closing is less than as set forth in § 4.1 of this Contract, Seller has the Right to Terminate under § 25.1, on or before Closing. If Seller disapproves of Buyer's financial ability or creditworthiness, in Seller's sole subjective discretion, Seller has the Right to Terminate under § 25.1, on or before **Disapproval of Buyer's Credit Information Deadline** (§ 3).

**5.4. Existing Loan Review.** If an existing loan is not to be released at Closing, Seller must deliver copies of the loan documents (including note, deed of trust, and any modifications) to Buyer by **Existing Loan Documents Deadline** (§ 3). For the sole benefit of Buyer, this Contract is conditional upon Buyer's review and approval of the provisions of such loan documents. Buyer has the Right to Terminate under § 25.1, on or before **Existing Loan Documents Objection Deadline** (§ 3), based on any unsatisfactory provision of such loan documents, in Buyer's sole subjective discretion. If the lender's approval of a transfer of the Property is required, this Contract is conditional upon Buyer's obtaining such approval without change in the terms of such loan, except as set forth in § 4.6. If lender's approval is not obtained by **Loan Transfer Approval Deadline** (§ 3), this Contract will terminate on such deadline. Seller has the Right to Terminate under § 25.1, on or before Closing, in Seller's sole subjective discretion, if Seller is to be released from liability under such existing loan and Buyer does not obtain such compliance as set forth in § 4.6.

## 6. APPRAISAL PROVISIONS.

**6.1. Lender Property Requirements.** If the lender imposes any requirements or repairs (Requirements) to be made to the Property (e.g., roof repair, repainting), beyond those matters already agreed to by Seller in this Contract, Seller has the Right to Terminate under § 25.1, (notwithstanding § 10 of this Contract), on or before three days following Seller's receipt of the Requirements, based on any unsatisfactory Requirements, in Seller's sole subjective discretion. Seller's Right to Terminate in this § 6.1 does not apply if, on or before any termination by Seller pursuant to this § 6.1: (1) the parties enter into a written agreement regarding the Requirements; or (2) the Requirements have been completed; or (3) the satisfaction of the Requirements is waived in writing by Buyer.

**6.2. Appraisal Condition.** The applicable Appraisal provision set forth below applies to the respective loan type set forth in § 4.5.3, or if a cash transaction (i.e. no financing), § 6.2.1 applies.

**6.2.1. Conventional/Other.** Buyer has the sole option and election to terminate this Contract if the Property's valuation, determined by an appraiser engaged on behalf of \_\_\_\_\_, is less than the Purchase Price. The appraisal must be received by Buyer or Buyer's lender on or before **Appraisal Deadline** (§ 3). Buyer has the Right to Terminate under § 25.1, on or before **Appraisal Objection Deadline** (§ 3), if the Property's valuation is less than the Purchase Price and Seller's receipt of either a copy of such appraisal or written notice from lender that confirms the Property's valuation is less than the Purchase Price. This § 6.2.1 is for the sole benefit of Buyer.

**6.3. Cost of Appraisal.** Cost of any appraisal to be obtained after the date of this Contract must be timely paid by ☐ Buyer ☐ Seller. The cost of the appraisal may include any and all fees paid to the appraiser, appraisal management company, lender's agent or all three.

## 7. OWNERS' ASSOCIATION. This Section is applicable if the Property is located within a Common Interest Community and subject to such declaration.

**7.1. Owners' Association Documents.** Owners' Association Documents (Association Documents) consist of the following:  
**7.1.1.** All Owners' Association declarations, articles of incorporation, bylaws, articles of organization, operating agreements, rules and regulations, party wall agreements;

213           **7.1.2.** Minutes of most recent annual owners' meeting;  
214           **7.1.3.** Minutes of any directors' or managers' meetings during the six-month period immediately preceding the  
215 date of this Contract. If none of the preceding minutes exist, then the most recent minutes, if any (§§ 7.1.1, 7.1.2 and 7.1.3,  
216 collectively, Governing Documents); and  
217           **7.1.4.** The most recent financial documents which consist of: (1) annual and most recent balance sheet, (2) annual  
218 and most recent income and expenditures statement, (3) annual budget, (4) reserve study, and (5) notice of unpaid assessments, if  
219 any (collectively, Financial Documents).

220           **7.2. Common Interest Community Disclosure.** THE PROPERTY IS LOCATED WITHIN A COMMON  
221 INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR SUCH COMMUNITY. THE OWNER  
222 OF THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE  
223 COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE  
224 ASSOCIATION. THE DECLARATION, BYLAWS, AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL  
225 OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY  
226 ASSESSMENTS OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE  
227 ASSOCIATION COULD PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE  
228 DECLARATION, BYLAWS, AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE  
229 OWNER FROM MAKING CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE  
230 ASSOCIATION (OR A COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION.  
231 PURCHASERS OF PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE  
232 FINANCIAL OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY  
233 READ THE DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF  
234 THE ASSOCIATION.

235           **7.3. Association Documents to Buyer.**  
236           ☐ **7.3.1. Seller to Provide Association Documents.** Seller will cause the Association Documents to be provided to  
237 Buyer, at Seller's expense, on or before **Association Documents Deadline** (§ 3).  
238           ☐ **7.3.2. Seller Authorizes Association.** Seller authorizes the Association to provide the Association Documents to  
239 Buyer, at Seller's expense.  
240           **7.3.3. Seller's Obligation.** Seller's obligation to provide the Association Documents is fulfilled upon Buyer's  
241 receipt of the Association Documents, regardless of who provides such documents.  
242 **Note:** If neither box in this § 7.3 is checked, the provisions of § 7.3.1 apply.

243           **7.4. Conditional on Buyer's Review.** Buyer has the right to review the Association Documents. Buyer has the Right to  
244 Terminate under § 25.1, on or before **Association Documents Objection Deadline** (§ 3), based on any unsatisfactory provision in  
245 any of the Association Documents, in Buyer's sole subjective discretion. Should Buyer receive the Association Documents after  
246 **Association Documents Deadline** (§ 3), Buyer, at Buyer's option, has the Right to Terminate under § 25.1 by Buyer's Notice to  
247 Terminate received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive  
248 the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing**  
249 **Date** (§ 3), Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice  
250 to Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory, and Buyer waives any  
251 Right to Terminate under this provision, notwithstanding the provisions of § 8.6 (Right of First Refusal or Contract Approval).

252 **8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.**  
253           **8.1. Evidence of Record Title.**  
254           ☐ **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title insurance  
255 company to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title Deadline** (§ 3), Seller must  
256 furnish to Buyer, a current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase  
257 Price, or if this box is checked, ☐ an **Abstract of Title** certified to a current date. Seller will cause the title insurance policy to be  
258 issued and delivered to Buyer as soon as practicable at or after Closing.  
259           ☐ **8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the title insurance  
260 company to furnish the owner's title insurance policy at Buyer's expense. On or before **Record Title Deadline** (§ 3), Buyer must  
261 furnish to Seller, a current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase  
262 Price.  
263 If neither box in § 8.1.1 or § 8.1.2 is checked, § 8.1.1 applies.  
264           **8.1.3. Owner's Extended Coverage (OEC).** The Title Commitment ☐ **Will** ☐ **Will Not** commit to delete or  
265 insure over the standard exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4)  
266 unrecorded mechanics' liens, (5) gap period (effective date of commitment to date deed is recorded), and (6) unpaid taxes,  
267 assessments and unredeemed tax sales prior to the year of Closing (OEC). If the title insurance company agrees to provide an  
268 endorsement for OEC, any additional premium expense to obtain an endorsement for OEC will be paid by ☐ **Buyer** ☐ **Seller**  
269 ☐ **One-Half by Buyer and One-Half by Seller** ☐ **Other** \_\_\_\_\_.  
270 **Note:** The title insurance company may not agree to delete or insure over any or all of the standard exceptions.

271 **8.1.4. Title Documents.** Title Documents consist of the following: (1) copies of any plats, declarations, covenants,  
272 conditions and restrictions burdening the Property, and (2) copies of any other documents (or, if illegible, summaries of such  
273 documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer. The documents or  
274 summaries of such documents described in this Section constitute the title documents (collectively, Title Documents).

275 **8.1.5. Copies of Title Documents.** Buyer must receive, on or before **Record Title Deadline** (§ 3), copies of all  
276 Title Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the  
277 county where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense  
278 of the party or parties obligated to pay for the owner's title insurance policy.

279 **8.1.6. Existing Abstracts of Title.** Seller must deliver to Buyer copies of any abstracts of title covering all or any  
280 portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title Deadline** (§ 3).

281 **8.2. Record Title.** Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the  
282 Title Documents as set forth in § 8.4 (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline** (§ 3).  
283 Buyer's objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding  
284 § 13, or any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or  
285 Title Documents are not received by Buyer, on or before the **Record Title Deadline** (§ 3), or if there is an endorsement to the Title  
286 Commitment that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be  
287 delivered to Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object  
288 to: (1) any required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or  
289 Title Documents, or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of  
290 Title Objection, pursuant to this § 8.2 (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.4  
291 (Right to Object to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents  
292 required by § 8.1 (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection  
293 by the applicable deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title  
294 Commitment and Title Documents as satisfactory.

295 **8.3. Off-Record Title.** Seller must deliver to Buyer, on or before **Off-Record Title Deadline** (§ 3), true copies of all  
296 existing surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including,  
297 without limitation, governmental improvements approved, but not yet installed) or other title matters (including, without  
298 limitation, rights of first refusal and options) not shown by public records, of which Seller has actual knowledge (Off-Record  
299 Matters). Buyer has the right to inspect the Property to investigate if any third party has any right in the Property not shown by  
300 public records (e.g., unrecorded easement, boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of  
301 Title Objection of any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2  
302 and § 13), in Buyer's sole subjective discretion, must be received by Seller on or before **Off-Record Title Objection Deadline** (§ 3).  
303 If an Off-Record Matter is received by Buyer after the **Off-Record Title Deadline** (§ 3), Buyer has until the earlier of Closing or  
304 ten days after receipt by Buyer to review and object to such Off-Record Matter. If Seller receives Buyer's Notice to Terminate or  
305 Notice of Title Objection pursuant to this § 8.3 (Off-Record Title), any title objection by Buyer and this Contract are governed by  
306 the provisions set forth in § 8.4 (Right to Object to Title, Resolution). If Seller does not receive Buyer's Notice to Terminate or  
307 Notice of Title Objection by the applicable deadline specified above, Buyer accepts title subject to such rights, if any, of third  
308 parties of which Buyer has actual knowledge.

309 **8.4. Right to Object to Title, Resolution.** Buyer's right to object to any title matters includes, but is not limited to those  
310 matters set forth in §§ 8.2 (Record Title), 8.3 (Off-Record Title) and 13 (Transfer of Title), in Buyer's sole subjective discretion. If  
311 Buyer objects to any title matter, on or before the applicable deadline, Buyer has the following options:

312 **8.4.1. Title Objection, Resolution.** If Seller receives Buyer's written notice objecting to any title matter (Notice  
313 of Title Objection) on or before the applicable deadline, and if Buyer and Seller have not agreed to a written settlement thereof on  
314 or before **Title Resolution Deadline** (§ 3), this Contract will terminate on the expiration of **Title Resolution Deadline** (§ 3),  
315 unless Seller receives Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive  
316 objection to such items and waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**  
317 (§ 3). If either the Record Title Deadline or the Off-Record Title Deadline, or both, are extended to the earlier of Closing or ten  
318 days after receipt of the applicable documents by Buyer, pursuant to § 8.2 (Record Title) or § 8.3 (Off-Record Title), the Title  
319 Resolution Deadline also will be automatically extended to the earlier of Closing or fifteen days after Buyer's receipt of the  
320 applicable documents; or

321 **8.4.2. Title Objection, Right to Terminate.** Buyer may exercise the Right to Terminate under § 25.1, on or  
322 before the applicable deadline, based on any unsatisfactory title matter, in Buyer's sole subjective discretion.

323 **8.5. Special Taxing Districts.** SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION  
324 INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE  
325 PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK  
326 FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE  
327 CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH  
328 INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE  
329 SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY

TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY, AND BY OBTAINING FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR.

Buyer has the Right to Terminate under § 25.1, on or before **Off-Record Title Objection Deadline** (§ 3), based on any unsatisfactory effect of the Property being located within a special taxing district, in Buyer's sole subjective discretion.

**8.6. Right of First Refusal or Contract Approval.** If there is a right of first refusal on the Property or a right to approve this Contract, Seller must promptly submit this Contract according to the terms and conditions of such right. If the holder of the right of first refusal exercises such right or the holder of a right to approve disapproves this Contract, this Contract will terminate. If the right of first refusal is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and effect. Seller must promptly notify Buyer in writing of the foregoing. If expiration or waiver of the right of first refusal or approval of this Contract has not occurred on or before **Right of First Refusal Deadline** (§ 3), this Contract will then terminate.

**8.7. Title Advisory.** The Title Documents affect the title, ownership and use of the Property and should be reviewed carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property, including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations, unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property, and various laws and governmental regulations concerning land use, development and environmental matters. **The surface estate may be owned separately from the underlying mineral estate, and transfer of the surface estate does not necessarily include transfer of the mineral rights or water rights. Third parties may hold interests in oil, gas, other minerals, geothermal energy or water on or under the Property, which interests may give them rights to enter and use the Property.** Such matters, and others, may be excluded from or not covered by the owner's title insurance policy. Buyer is advised to timely consult legal counsel with respect to all such matters as there are strict time limits provided in this Contract [e.g., **Record Title Objection Deadline** (§ 3) and **Off-Record Title Objection Deadline** (§ 3)].

## 9. CURRENT SURVEY REVIEW.

**9.1. Current Survey Conditions.** If the box in § 9.1.1 or § 9.1.2 is checked, Buyer, the issuer of the Title Commitment or the provider of the opinion of title if an Abstract of Title, and \_\_\_\_\_ will receive an Improvement Location Certificate, Improvement Survey Plat or other form of survey set forth in § 9.1.2 (collectively, Current Survey), on or before **Current Survey Deadline** (§ 3). The Current Survey will be certified by the surveyor to all those who are to receive the Current Survey.

☐ **9.1.1. Improvement Location Certificate.** If the box in this § 9.1.1 is checked, ☐ Seller ☐ Buyer will order or provide, and pay, on or before Closing, the cost of an Improvement Location Certificate.

☐ **9.1.2. Other Survey.** If the box in this § 9.1.2 is checked, a Current Survey, other than an Improvement Location Certificate, will be an ☐ **Improvement Survey Plat** or ☐ \_\_\_\_\_. The parties agree that payment of the cost of the Current Survey and obligation to order or provide the Current Survey are as follows:

**9.2. Current Survey Objection.** Buyer has the right to review and object to the Current Survey. If the Current Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may, on or before **Current Survey Objection Deadline** (§ 3), notwithstanding § 8.3 or § 13:

**9.2.1. Notice to Terminate.** Notify Seller in writing that this Contract is terminated; or

**9.2.2. Current Survey Objection.** Deliver to Seller a written description of any matter that was to be shown or is shown in the Current Survey that is unsatisfactory and that Buyer requires Seller to correct.

**9.3. Current Survey Resolution.** If a Current Survey Objection is received by Seller, on or before **Current Survey Objection Deadline** (§ 3), and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Current Survey Resolution Deadline** (§ 3), this Contract will terminate on the **Current Survey Resolution Deadline** (§ 3), unless Seller receives Buyer's written withdrawal of the Current Survey Objection before such termination, i.e., on or before expiration of **Current Survey Resolution Deadline** (§ 3).

## DISCLOSURE, INSPECTION AND DUE DILIGENCE

## 10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY, DUE DILIGENCE AND SOURCE OF WATER.

**10.1. Seller's Property Disclosure.** On or before **Seller's Property Disclosure Deadline** (§ 3), Seller agrees to deliver to Buyer the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed by Seller to Seller's actual knowledge, current as of the date of this Contract.

**10.2. Inspection Objection.** Unless otherwise provided in this Contract, Buyer acknowledges that Seller is conveying the Property to Buyer in an "as is" condition, "where is" and "with all faults." Colorado law requires that Seller disclose to Buyer any latent defects actually known by Seller. Disclosure of latent defects must be in writing. Buyer, acting in good faith, has the right to

385 have inspections (by one or more third parties, personally or both) of the Property and Inclusions (Inspection), at Buyer's expense.  
386 If (1) the physical condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the  
387 electrical, plumbing, HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions, (3) service  
388 to the Property (including utilities and communication services), systems and components of the Property (e.g. heating and  
389 plumbing), (4) any proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or noise  
390 (whether on or off the Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's sole  
391 subjective discretion, Buyer may, on or before **Inspection Objection Deadline** (§ 3):

392 **10.2.1. Notice to Terminate.** Notify Seller in writing that this Contract is terminated; or

393 **10.2.2. Inspection Objection.** Deliver to Seller a written description of any unsatisfactory physical condition that  
394 Buyer requires Seller to correct.

395 **10.3. Inspection Resolution.** If an Inspection Objection is received by Seller, on or before **Inspection Objection**  
396 **Deadline** (§ 3), and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Inspection Resolution**  
397 **Deadline** (§ 3), this Contract will terminate on **Inspection Resolution Deadline** (§ 3) unless Seller receives Buyer's written  
398 withdrawal of the Inspection Objection before such termination, i.e., on or before expiration of **Inspection Resolution Deadline** (§ 3).

399 **10.4. Damage, Liens and Indemnity.** Buyer, except as otherwise provided in this Contract or other written agreement  
400 between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at  
401 Buyer's request (Work) and must pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer  
402 must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer agrees to indemnify,  
403 protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such  
404 Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against  
405 any such liability, damage, cost or expense, or to enforce this section, including Seller's reasonable attorney fees, legal fees and  
406 expenses. The provisions of this section survive the termination of this Contract. This § 10.4 does not apply to items performed  
407 pursuant to an Inspection Resolution.

408 **10.5. Insurability.** Buyer has the right to review and object to the availability, terms and conditions of and premium for  
409 property insurance (Property Insurance). Buyer has the Right to Terminate under § 25.1, on or before **Property Insurance**  
410 **Objection Deadline** (§ 3), based on any unsatisfactory provision of the Property Insurance, in Buyer's sole subjective discretion.

411 **10.6. Due Diligence.**

412 **10.6.1. Due Diligence Documents.** If the respective box is checked, Seller agrees to deliver copies of the following  
413 documents and information pertaining to the Property (Due Diligence Documents) to Buyer on or before **Due Diligence**  
414 **Documents Delivery Deadline** (§ 3):

415 ☐ **10.6.1.1.** All contracts relating to the operation, maintenance and management of the Property;

416 ☐ **10.6.1.2.** Property tax bills for the last \_\_\_\_\_ years;

417 ☐ **10.6.1.3.** As-built construction plans to the Property and the tenant improvements, including architectural,  
418 electrical, mechanical, and structural systems; engineering reports; and permanent Certificates of Occupancy, to the extent now  
419 available;

420 ☐ **10.6.1.4.** A list of all Inclusions to be conveyed to Buyer;

421 ☐ **10.6.1.5.** Operating statements for the past \_\_\_\_\_ years;

422 ☐ **10.6.1.6.** A rent roll accurate and correct to the date of this Contract;

423 ☐ **10.6.1.7.** All current leases, including any amendments or other occupancy agreements, pertaining to the  
424 Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing are as follows (Leases):

425  
426  
427 ☐ **10.6.1.8.** A schedule of any tenant improvement work Seller is obligated to complete but has not yet  
428 completed and capital improvement work either scheduled or in process on the date of this Contract;

429 ☐ **10.6.1.9.** All insurance policies pertaining to the Property and copies of any claims which have been made  
430 for the past \_\_\_\_\_ years;

431 ☐ **10.6.1.10.** Soils reports, Surveys and engineering reports or data pertaining to the Property (if not delivered  
432 earlier under § 8.3);

433 ☐ **10.6.1.11.** Any and all existing documentation and reports regarding Phase I and II environmental reports,  
434 letters, test results, advisories, and similar documents respective to the existence or nonexistence of asbestos, PCB transformers, or  
435 other toxic hazardous or contaminated substances, and/or underground storage tanks and/or radon gas. If no reports are in Seller's  
436 possession or known to Seller, Seller warrants that no such reports are in Seller's possession or known to Seller;

437 ☐ **10.6.1.12.** Any *Americans with Disabilities Act* reports, studies or surveys concerning the compliance of the  
438 Property with said Act;

439 ☐ **10.6.1.13.** All permits, licenses and other building or use authorizations issued by any governmental  
440 authority with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use authorizations,  
441 if any; and

☐ 10.6.1.14. Other documents and information:

10.6.2. **Due Diligence Documents Review and Objection.** Buyer has the right to review and object to Due Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory in Buyer's sole subjective discretion, Buyer may, on or before **Due Diligence Documents Objection Deadline** (§ 3):

10.6.2.1. **Notice to Terminate.** Notify Seller in writing that this Contract is terminated; or

10.6.2.2. **Due Diligence Document Objection.** Deliver to Seller a written description of any unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

10.6.3. **Due Diligence Document Resolution.** If a Due Diligence Document Objection is received by Seller, on or before **Due Diligence Document Objection Deadline** (§ 3), and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Due Diligence Document Resolution Deadline** (§ 3), this Contract will terminate on **Due Diligence Document Resolution Deadline** (§ 3) unless Seller receives Buyer's written withdrawal of the Due Diligence Document Objection before such termination, i.e., on or before expiration of **Due Diligence Document Resolution Deadline** (§ 3).

10.6.4. **Zoning.** Buyer has the Right to Terminate under § 25.1, on or before **Due Diligence Documents Objection Deadline** (§ 3), based on any unsatisfactory zoning and any use restrictions imposed by any governmental agency with jurisdiction over the Property, in Buyer's sole subjective discretion.

10.6.5. **Due Diligence – Environmental, ADA.** Buyer has the right to obtain environmental inspections of the Property including Phase I and Phase II Environmental Site Assessments, as applicable. ☐ Seller ☐ Buyer will order or provide ☐ **Phase I Environmental Site Assessment**, ☐ **Phase II Environmental Site Assessment** (compliant with ASTM E1527-05 standard practices for Environmental Site Assessments) and/or ☐ \_\_\_\_\_, at the expense of ☐ Seller ☐ Buyer (Environmental Inspection). In addition, Buyer, at Buyer's expense, may also conduct an evaluation whether the Property complies with the *Americans with Disabilities Act* (ADA Evaluation). All such inspections and evaluations must be conducted at such times as are mutually agreeable to minimize the interruption of Seller's and any Seller's tenants' business uses of the Property, if any.

If Buyer's Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the **Environmental Inspection Objection Deadline** (§ 3) will be extended by \_\_\_\_\_ days (Extended Environmental Inspection Objection Deadline) and if such Extended Environmental Inspection Objection Deadline extends beyond the **Closing Date** (§ 3), the **Closing Date** (§ 3) will be extended a like period of time. In such event, ☐ Seller ☐ Buyer must pay the cost for such Phase II Environmental Site Assessment.

Notwithstanding Buyer's right to obtain additional environmental inspections of the Property in this § 10.6.5, Buyer has the Right to Terminate under § 25.1, on or before **Environmental Inspection Objection Deadline** (§ 3), or if applicable, the Extended Environmental Inspection Objection Deadline, based on any unsatisfactory results of Environmental Inspection, in Buyer's sole subjective discretion.

Buyer has the Right to Terminate under § 25.1, on or before **ADA Evaluation Objection Deadline** (§ 3), based on any unsatisfactory ADA Evaluation, in Buyer's sole subjective discretion.

10.7. **Conditional Upon Sale of Property.** This Contract is conditional upon the sale and closing of that certain property owned by Buyer and commonly known as \_\_\_\_\_. Buyer has the Right to Terminate under § 25.1 effective upon Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale Deadline** (§ 3) if such property is not sold and closed by such deadline. This § 10.7 is for the sole benefit of Buyer. If Seller does not receive Buyer's Notice to Terminate on or before **Conditional Sale Deadline** (§ 3), Buyer waives any Right to Terminate under this provision.

10.8. **Source of Potable Water (Residential Land and Residential Improvements Only).** Buyer ☐ Does ☐ Does Not acknowledge receipt of a copy of Seller's Property Disclosure or Source of Water Addendum disclosing the source of potable water for the Property. Buyer ☐ Does ☐ Does Not acknowledge receipt of a copy of the current well permit. ☐ There is **No Well**. **Note to Buyer: SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.**

10.9. **Existing Leases; Modification of Existing Leases; New Leases.** Seller states that none of the Leases to be assigned to the Buyer at the time of Closing contain any rent concessions, rent reductions or rent abatements except as disclosed in the Lease or other writing received by Buyer. Seller will not amend, alter, modify, extend or cancel any of the Leases nor will Seller enter into any new leases affecting the Property without the prior written consent of Buyer, which consent will not be unreasonably withheld or delayed.

## 11. TENANT ESTOPPEL STATEMENTS.

11.1. **Tenant Estoppel Statements Conditions.** Buyer has the right to review and object to any Estoppel Statements. Seller must obtain and deliver to Buyer on or before **Tenant Estoppel Statements Deadline** (§ 3), statements in a form and substance reasonably acceptable to Buyer, from each occupant or tenant at the Property (Estoppel Statement) attached to a copy of the Lease stating:

500 11.1.1. The commencement date of the Lease and scheduled termination date of the Lease;  
501 11.1.2. That said Lease is in full force and effect and that there have been no subsequent modifications or  
502 amendments;  
503 11.1.3. The amount of any advance rentals paid, rent concessions given, and deposits paid to Seller;  
504 11.1.4. The amount of monthly (or other applicable period) rental paid to Seller;  
505 11.1.5. That there is no default under the terms of said Lease by landlord or occupant; and  
506 11.1.6. That the Lease to which the Estoppel is attached is a true, correct and complete copy of the Lease demising  
507 the premises it describes.  
508 11.2. **Tenant Estoppel Statements Objection.** Buyer has the Right to Terminate under § 25.1, on or before **Tenant**  
509 **Estoppel Statements Objection Deadline** (§ 3), based on any unsatisfactory Estoppel Statement, in Buyer's sole subjective  
510 discretion, or if Seller fails to deliver the Estoppel Statements on or before **Tenant Estoppel Statements Deadline** (§ 3). Buyer  
511 also has the unilateral right to waive any unsatisfactory Estoppel Statement.

## CLOSING PROVISIONS

### 12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.

514 12.1. **Closing Documents and Closing Information.** Seller and Buyer will cooperate with the Closing Company to  
515 enable the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If  
516 Buyer is obtaining a new loan to purchase the Property, Buyer acknowledges Buyer's lender is required to provide the Closing  
517 Company, in a timely manner, all required loan documents and financial information concerning Buyer's new loan. Buyer and  
518 Seller will furnish any additional information and documents required by Closing Company that will be necessary to complete this  
519 transaction. Buyer and Seller will sign and complete all customary or reasonably required documents at or before Closing.

520 12.2. **Closing Instructions.** Colorado Real Estate Commission's Closing Instructions ☐ **Are** ☐ **Are Not** executed with  
521 this Contract.

522 12.3. **Closing.** Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as  
523 the **Closing Date** (§ 3) or by mutual agreement at an earlier date. The hour and place of Closing will be as designated  
524 by \_\_\_\_\_.

525 12.4. **Disclosure of Settlement Costs.** Buyer and Seller acknowledge that costs, quality, and extent of service vary  
526 between different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

527 13. **TRANSFER OF TITLE.** Subject to tender of payment at Closing as required herein and compliance by Buyer with the  
528 other terms and provisions hereof, Seller must execute and deliver a good and sufficient \_\_\_\_\_ deed to Buyer,  
529 at Closing, conveying the Property free and clear of all taxes except the general taxes for the year of Closing. Except as provided  
530 herein, title will be conveyed free and clear of all liens, including any governmental liens for special improvements installed as of  
531 the date of Buyer's signature hereon, whether assessed or not. Title will be conveyed subject to:

532 13.1. Those specific Exceptions described by reference to recorded documents as reflected in the Title Documents  
533 accepted by Buyer in accordance with **Record Title** (§ 8.2),

534 13.2. Distribution utility easements (including cable TV),

535 13.3. Those specifically described rights of third parties not shown by the public records of which Buyer has actual  
536 knowledge and which were accepted by Buyer in accordance with **Off-Record Title** (§ 8.3) and **Current Survey Review** (§ 9),

537 13.4. Inclusion of the Property within any special taxing district,

538 13.5. Any special assessment if the improvements were not installed as of the date of Buyer's signature hereon, whether  
539 assessed prior to or after Closing, and

540 13.6. Other \_\_\_\_\_.

541 14. **PAYMENT OF ENCUMBRANCES.** Any encumbrance required to be paid will be paid at or before Closing from the  
542 proceeds of this transaction or from any other source.

### 15. CLOSING COSTS, CLOSING FEE, ASSOCIATION FEES AND TAXES.

544 15.1. **Closing Costs.** Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required  
545 to be paid at Closing, except as otherwise provided herein.

546 15.2. **Closing Services Fee.** The fee for real estate closing services must be paid at Closing by ☐ **Buyer** ☐ **Seller**  
547 ☐ **One-Half by Buyer and One-Half by Seller** ☐ **Other** \_\_\_\_\_.

548 15.3. **Status Letter and Record Change Fees.** Any fees incident to the issuance of Association's statement of  
549 assessments (Status Letter) must be paid by ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **None**.  
550 Any record change fee assessed by the Association including, but not limited to, ownership record transfer fees regardless of name  
551 or title of such fee (Association's Record Change Fee) must be paid by ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-**  
552 **Half by Seller** ☐ **None**.

553 **15.4. Local Transfer Tax.** ☐ The Local Transfer Tax of \_\_\_\_\_ % of the Purchase Price must be paid at Closing  
554 by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☐ None.

555 **15.5. Private Transfer Fee.** Private transfer fees and other fees due to a transfer of the Property, payable at Closing, such  
556 as community association fees, developer fees and foundation fees, must be paid at Closing by ☐ Buyer ☐ Seller ☐ One-Half  
557 by Buyer and One-Half by Seller ☐ None. The Private Transfer fee, whether one or more, is for the following association(s):  
558 \_\_\_\_\_ in the total amount of \_\_\_\_\_ % of the Purchase Price or \$ \_\_\_\_\_.

559 **15.6. Water Transfer Fees.** The Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed  
560 \$ \_\_\_\_\_ for:

561 ☐ Water Stock/Certificates ☐ Water District  
562 ☐ Augmentation Membership ☐ Small Domestic Water Company ☐ \_\_\_\_\_  
563 and must be paid at Closing by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☐ None.

564 **15.7. Sales and Use Tax.** Any sales and use tax that may accrue because of this transaction must be paid when due by  
565 ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☐ None.

566 **16. PRORATIONS.** The following will be prorated to the **Closing Date** (§ 3), except as otherwise provided:

567 **16.1. Taxes.** Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes for the  
568 year of Closing, based on ☐ Taxes for the Calendar Year Immediately Preceding Closing ☐ Most Recent Mill Levy and  
569 Most Recent Assessed Valuation, adjusted by any applicable qualifying seniors property tax exemption, qualifying disabled  
570 veteran exemption or ☐ Other \_\_\_\_\_.

571 **16.2. Rents.** Rents based on ☐ Rents Actually Received ☐ Accrued. At Closing, Seller will transfer or credit to  
572 Buyer the security deposits for all Leases assigned, or any remainder after lawful deductions, and notify all tenants in writing of  
573 such transfer and of the transferee's name and address. Seller must assign to Buyer all Leases in effect at Closing and Buyer must  
574 assume Seller's obligations under such Leases.

575 **16.3. Association Assessments.** Current regular Association assessments and dues (Association Assessments) paid in  
576 advance will be credited to Seller at Closing. Cash reserves held out of the regular Association Assessments for deferred  
577 maintenance by the Association will not be credited to Seller except as may be otherwise provided by the Governing Documents.  
578 Buyer acknowledges that Buyer may be obligated to pay the Association, at Closing, an amount for reserves or working capital.  
579 Any special assessment assessed prior to **Closing Date** (§ 3) by the Association will be the obligation of ☐ Buyer ☐ Seller.  
580 Except however, any special assessment by the Association for improvements that have been installed as of the date of Buyer's  
581 signature hereon, whether assessed prior to or after Closing, will be the obligation of Seller. Seller represents that the Association  
582 Assessments are currently payable at \$ \_\_\_\_\_ per \_\_\_\_\_ and that there are no unpaid regular or special  
583 assessments against the Property except the current regular assessments and \_\_\_\_\_. Such  
584 assessments are subject to change as provided in the Governing Documents. Seller agrees to promptly request the Association to  
585 deliver to Buyer before **Closing Date** (§ 3) a current Status Letter.

586 **16.4. Other Prorations.** Water and sewer charges, propane, interest on continuing loan, and \_\_\_\_\_.

587 **16.5. Final Settlement.** Unless otherwise agreed in writing, these prorations are final.

588 **17. POSSESSION.** Possession of the Property will be delivered to Buyer on **Possession Date** (§ 3) at **Possession Time** (§ 3),  
589 subject to the Leases as set forth in § 10.6.1.7.

590 If Seller, after Closing, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally liable  
591 to Buyer for payment of \$ \_\_\_\_\_ per day (or any part of a day notwithstanding § 18.1) from **Possession Date** (§ 3) and  
592 **Possession Time** (§ 3) until possession is delivered.

593 

|                           |
|---------------------------|
| <b>GENERAL PROVISIONS</b> |
|---------------------------|

594 **18. DAY; COMPUTATION OF PERIOD OF DAYS, DEADLINE.**

595 **18.1. Day.** As used in this Contract, the term "day" means the entire day ending at 11:59 p.m., United States Mountain  
596 Time (Standard or Daylight Savings as applicable).

597 **18.2. Computation of Period of Days, Deadline.** In computing a period of days, when the ending date is not specified,  
598 the first day is excluded and the last day is included (e.g., three days after MEC). If any deadline falls on a Saturday, Sunday or  
599 federal or Colorado state holiday (Holiday), such deadline ☐ Will ☐ Will Not be extended to the next day that is not a  
600 Saturday, Sunday or Holiday. Should neither box be checked, the deadline will not be extended.

601 **19. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION; AND**  
602 **WALK-THROUGH.** Except as otherwise provided in this Contract, the Property, Inclusions or both will be delivered in the  
603 condition existing as of the date of this Contract, ordinary wear and tear excepted.

604 **19.1. Causes of Loss, Insurance.** In the event the Property or Inclusions are damaged by fire, other perils or causes of  
605 loss prior to Closing in an amount of not more than ten percent of the total Purchase Price (Property Damage), Seller is obligated

to repair the same before **Closing Date** (§ 3). Buyer has the Right to Terminate under § 25.1, on or before **Closing Date** (§ 3), if the Property Damage is not repaired before **Closing Date** (§ 3) or if the damage exceeds such sum. Should Buyer elect to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were received by Seller (but not the Association, if any) resulting from such damage to the Property and Inclusions, plus the amount of any deductible provided for in such insurance policy. Such credit must not exceed the Purchase Price. In the event Seller has not received such insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** (§ 3) or, at the option of Buyer, Seller must assign such proceeds at Closing, plus credit Buyer the amount of any deductible provided for in such insurance policy, but not to exceed the total Purchase Price.

**19.2. Damage, Inclusions and Services.** Should any Inclusion or service (including utilities and communication services), system, component or fixture of the Property (collectively Service), e.g., heating or plumbing, fail or be damaged between the date of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 25.1, on or before **Closing Date** (§ 3), or, at the option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive Closing. Seller and Buyer are aware of the existence of pre-owned home warranty programs that may be purchased and may cover the repair or replacement of such Inclusions.

**19.3. Condemnation.** In the event Seller receives actual notice prior to Closing that a pending condemnation action may result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation action. Buyer has the Right to Terminate under § 25.1, on or before **Closing Date** (§ 3), based on such condemnation action, in Buyer's sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value of the Property or Inclusions but such credit will not include relocation benefits or expenses, or exceed the Purchase Price.

**19.4. Walk-Through and Verification of Condition.** Buyer, upon reasonable notice, has the right to walk through the Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

**19.5. Risk of Loss – Growing Crops.** The risk of loss for damage to growing crops by fire or other casualty will be borne by the party entitled to the growing crops as provided in § 2.8 and such party is entitled to such insurance proceeds or benefits for the growing crops.

**20. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this Contract, Buyer and Seller acknowledge that the respective broker has advised that this Contract has important legal consequences and has recommended the examination of title and consultation with legal and tax or other counsel before signing this Contract.

**21. TIME OF ESSENCE, DEFAULT AND REMEDIES.** Time is of the essence hereof. If any note or check received as Earnest Money hereunder or any other payment due hereunder is not paid, honored or tendered when due, or if any obligation hereunder is not performed or waived as herein provided, the nondefaulting party has the following remedies:

**21.1. If Buyer is in Default:**

☐ **21.1.1. Specific Performance.** Seller may elect to treat this Contract as canceled, in which case all Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller; and Seller may recover such damages as may be proper; or Seller may elect to treat this Contract as being in full force and effect and Seller has the right to specific performance or damages, or both.

**21.1.2. Liquidated Damages, Applicable.** This § 21.1.2 applies unless the box in § 21.1.1 is checked. All Earnest Money (whether or not paid by Buyer) will be paid to Seller, and retained by Seller. Both parties will thereafter be released from all obligations hereunder. It is agreed that the Earnest Money specified in § 4.1 is LIQUIDATED DAMAGES, and not a penalty, which amount the parties agree is fair and reasonable and (except as provided in §§ 10.4, 22, 23 and 24), said payment of Earnest Money is SELLER'S ONLY REMEDY for Buyer's failure to perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and additional damages.

**21.2. If Seller is in Default:** Buyer may elect to treat this Contract as canceled, in which case all Earnest Money received hereunder will be returned and Buyer may recover such damages as may be proper, or Buyer may elect to treat this Contract as being in full force and effect and Buyer has the right to specific performance or damages, or both.

**22. LEGAL FEES, COST AND EXPENSES.** Anything to the contrary herein notwithstanding, in the event of any arbitration or litigation relating to this Contract, prior to or after **Closing Date** (§ 3), the arbitrator or court must award to the prevailing party all reasonable costs and expenses, including attorney fees, legal fees and expenses.

660 **23. MEDIATION.** If a dispute arises relating to this Contract, prior to or after Closing, and is not resolved, the parties must first  
661 proceed in good faith to submit the matter to mediation. Mediation is a process in which the parties meet with an impartial person  
662 who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the  
663 dispute must agree, in writing, before any settlement is binding. The parties will jointly appoint an acceptable mediator and will  
664 share equally in the cost of such mediation. The mediation, unless otherwise agreed, will terminate in the event the entire dispute is  
665 not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at the party's  
666 last known address. This section will not alter any date in this Contract, unless otherwise agreed.

667 **24. EARNEST MONEY DISPUTE.** Except as otherwise provided herein, Earnest Money Holder must release the Earnest  
668 Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding  
669 the Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole  
670 subjective discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and  
671 deposit Earnest Money into a court of competent jurisdiction, (Earnest Money Holder is entitled to recover court costs and  
672 reasonable attorney and legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money  
673 Holder receives a copy of the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the  
674 lawsuit (Lawsuit) within one hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder is  
675 authorized to return the Earnest Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit, and has  
676 not interpleaded the monies at the time of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order  
677 of the Court. The parties reaffirm the obligation of **Mediation** (§ 23). This Section will survive cancellation or termination of this  
678 Contract.

679 **25. TERMINATION.**

680 **25.1. Right to Terminate.** If a party has a right to terminate, as provided in this Contract (Right to Terminate), the  
681 termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written  
682 notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or  
683 before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as  
684 satisfactory and waives the Right to Terminate under such provision.

685 **25.2. Effect of Termination.** In the event this Contract is terminated, all Earnest Money received hereunder will be  
686 returned and the parties are relieved of all obligations hereunder, subject to §§ 10.4, 22, 23 and 24.

687 **26. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL.** This Contract, its exhibits and specified addenda, constitute  
688 the entire agreement between the parties relating to the subject hereof, and any prior agreements pertaining thereto, whether oral or  
689 written, have been merged and integrated into this Contract. No subsequent modification of any of the terms of this Contract is  
690 valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right or obligation in this  
691 Contract that, by its terms, exists or is intended to be performed after termination or Closing survives the same.

692 **27. NOTICE, DELIVERY, AND CHOICE OF LAW.**

693 **27.1. Physical Delivery.** All notices must be in writing, except as provided in § 27.2. Any document, including a signed  
694 document or notice, from or on behalf of Seller, and delivered to Buyer is effective when physically received by Buyer, any  
695 signatory on behalf of Buyer, any named individual of Buyer, any representative of Buyer, or Brokerage Firm of Broker working  
696 with Buyer (except for delivery, after Closing, of the notice requesting mediation described in § 23 and except as provided in  
697 § 27.2). Any document, including a signed document or notice, from or on behalf of Buyer, and delivered to Seller is effective  
698 when physically received by Seller, any signatory on behalf of Seller, any named individual of Seller, any representative of Seller,  
699 or Brokerage Firm of Broker working with Seller (except for delivery, after Closing, of the notice requesting mediation described  
700 in § 23 and except as provided in § 27.2).

701 **27.2. Electronic Delivery.** As an alternative to physical delivery, any document, including a signed document or written  
702 notice, may be delivered in electronic form only by the following indicated methods: ☐ **Facsimile** ☐ **Email** ☐ **Internet**. If no  
703 box is checked, this § 27.2 is not applicable and § 27.1 governs notice and delivery. Documents with original signatures will be  
704 provided upon request of any party.

705 **27.3. Choice of Law.** This Contract and all disputes arising hereunder are governed by and construed in accordance with  
706 the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for property  
707 located in Colorado.

708 **28. NOTICE OF ACCEPTANCE, COUNTERPARTS.** This proposal will expire unless accepted in writing, by Buyer and  
709 Seller, as evidenced by their signatures below, and the offering party receives notice of such acceptance pursuant to § 27 on or  
710 before **Acceptance Deadline Date** (§ 3) and **Acceptance Deadline Time** (§ 3). If accepted, this document will become a contract  
711 between Seller and Buyer. A copy of this Contract may be executed by each party, separately, and when each party has executed a  
712 copy thereof, such copies taken together are deemed to be a full and complete contract between the parties.

713 **29. GOOD FAITH.** Buyer and Seller acknowledge that each party has an obligation to act in good faith including, but not  
714 limited to, exercising the rights and obligations set forth in the provisions of **Financing Conditions and Obligations** (§ 5), **Title**  
715 **Insurance, Record Title and Off-Record Title** (§ 8), **Current Survey Review** (§ 9) and **Property Disclosure, Inspection,**  
716 **Indemnity, Insurability, Due Diligence and Source of Water** (§ 10).

717 **ADDITIONAL PROVISIONS AND ATTACHMENTS**

718 **30. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate  
719 Commission.)

723 **31. ATTACHMENTS.**

724 **31.1.** The following attachments **are a part** of this Contract:

728 **31.2.** The following disclosure forms **are attached** but are **not a part** of this Contract:

732 **SIGNATURES**

733 Buyer's Name: \_\_\_\_\_ Buyer's Name: \_\_\_\_\_

|                           |            |                           |            |
|---------------------------|------------|---------------------------|------------|
| Buyer's Signature _____   | Date _____ | Buyer's Signature _____   | Date _____ |
| Address: _____            | _____      | Address: _____            | _____      |
| Phone No.: _____          | _____      | Phone No.: _____          | _____      |
| Fax No.: _____            | _____      | Fax No.: _____            | _____      |
| Electronic Address: _____ | _____      | Electronic Address: _____ | _____      |

734 **[NOTE: If this offer is being countered or rejected, do not sign this document. Refer to § 32]**

Seller's Name: \_\_\_\_\_ Seller's Name: \_\_\_\_\_

|                           |            |                           |            |
|---------------------------|------------|---------------------------|------------|
| Seller's Signature _____  | Date _____ | Seller's Signature _____  | Date _____ |
| Address: _____            | _____      | Address: _____            | _____      |
| Phone No.: _____          | _____      | Phone No.: _____          | _____      |
| Fax No.: _____            | _____      | Fax No.: _____            | _____      |
| Electronic Address: _____ | _____      | Electronic Address: _____ | _____      |

736 **32. COUNTER; REJECTION.** This offer is ☐ **Countered** ☐ **Rejected.**

737 **Initials only of party (Buyer or Seller) who countered or rejected offer** \_\_\_\_\_

738 **END OF CONTRACT TO BUY AND SELL REAL ESTATE**

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**33. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.**

(To be completed by Broker working with Buyer)

Broker ☐ **Does** ☐ **Does Not** acknowledge receipt of Earnest Money deposit and, while not a party to the Contract, agrees to cooperate upon request with any mediation concluded under § 23. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Buyer as a ☐ **Buyer's Agent** ☐ **Seller's Agent** ☐ **Transaction-Broker** in this transaction.  
☐ This is a **Change of Status**.

Brokerage Firm's compensation or commission is to be paid by ☐ **Listing Brokerage Firm** ☐ **Buyer** ☐ **Other** \_\_\_\_\_.

Brokerage Firm's Name: \_\_\_\_\_  
Broker's Name: \_\_\_\_\_

\_\_\_\_\_  
Broker's Signature Date

Address: \_\_\_\_\_  
Phone No.: \_\_\_\_\_  
Fax No.: \_\_\_\_\_  
Electronic Address: \_\_\_\_\_

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**34. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.**

(To be completed by Broker working with Seller)

Broker ☐ **Does** ☐ **Does Not** acknowledge receipt of Earnest Money deposit and, while not a party to the Contract, agrees to cooperate upon request with any mediation concluded under § 23. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Seller as a ☐ **Seller's Agent** ☐ **Buyer's Agent** ☐ **Transaction-Broker** in this transaction.  
☐ This is a **Change of Status**.

Brokerage Firm's compensation or commission is to be paid by ☐ **Seller** ☐ **Buyer** ☐ **Other** \_\_\_\_\_.

Brokerage Firm's Name: \_\_\_\_\_  
Broker's Name: \_\_\_\_\_

\_\_\_\_\_  
Broker's Signature Date

Address: \_\_\_\_\_  
Phone No.: \_\_\_\_\_  
Fax No.: \_\_\_\_\_  
Electronic Address: \_\_\_\_\_