



Focus Real Estate
 Joseph Phillips
 Ph: (720) 299-1730

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (CBS1-6-15) (Mandatory 1-16)

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
 (RESIDENTIAL)**

Date: 9/11/2018

AGREEMENT

1. AGREEMENT. Buyer agrees to buy and Seller 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, **John Doe and Jane Doe**, will take title to the Property described below as **Joint Tenants** **Tenants In Common** **Other**.

2.2. No Assignability. This Contract **Is Not** assignable by Buyer unless otherwise specified in **Additional Provisions**.

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 Denver, Colorado:

Block 18, Lot 12 Stapleton

known as No. **123 Sunny Lane, Denver, CO 80238**,

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. Inclusions - Attached. If attached to the Property on the date of this Contract, the following items are included unless excluded under **Exclusions**: lighting, heating, plumbing, ventilating and air conditioning units, TV antennas, inside telephone, network and coaxial (cable) wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, built-in kitchen appliances, sprinkler systems and controls, built-in vacuum systems (including accessories), garage door openers (including all remote controls). If checked, the following are owned by the Seller and included (leased items should be listed under **Due Diligence Documents**): **None** **Solar Panels** **Water Softeners** **Security Systems** **Satellite Systems** (including satellite dishes). If any additional items are attached to the Property after the date of this Contract, such additional items are also included in the Purchase Price.

2.5.2. Inclusions - Not Attached. If on the Property, whether attached or not, on the date of this Contract, the following items are included unless excluded under **Exclusions**: storm windows, storm doors, window and porch shades, awnings, blinds, screens, window coverings and treatments, curtain rods, drapery rods, fireplace inserts, fireplace screens, fireplace grates, heating stoves, storage sheds, carbon monoxide alarms, smoke/fire detectors and all keys.

2.5.3. Personal Property - Conveyance. Any personal property must be conveyed at Closing by Seller free and clear of all taxes (except personal property taxes for the year of Closing), liens and encumbrances, except None.

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

67 **2.5.4. Other Inclusions.** The following items, whether fixtures or personal property, are also
 68 included in the Purchase Price: Washer, Dryer, Refrigerator in Kitchen, Stove, Microwave,
 69 Dishwasher as well as the Freezer in the garage.
 70

71 **2.5.5. Parking and Storage Facilities.** Use Only Ownership of the following parking
 72 facilities: ; and Use Only Ownership of the following storage facilities:
 73 None.
 74

75 **2.6. Exclusions.** The following items are excluded (Exclusions): Staging items, wall
 76 mounted TVs, TV mounts and lighting fixture in the home office on the main level.
 77

78 **2.7. Water Rights, Well Rights, Water and Sewer Taps.**

79 **2.7.1. Deeded Water Rights.** The following legally described water rights:
 80 None
 81

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

83 **2.7.2. Other Rights Relating to Water.** The following rights relating to water not included in
 84 §§ 2.7.1, 2.7.3, 2.7.4 and 2.7.5, will be transferred to Buyer at Closing: None
 85

86 **2.7.3. Well Rights.** Seller agrees to supply required information to Buyer about the well.
 87 Buyer understands that if the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water
 88 Well," used for ordinary household purposes, Buyer must, prior to or at Closing, complete a Change in
 89 Ownership form for the well. If an existing well has not been registered with the Colorado Division of Water
 90 Resources in the Department of Natural Resources (Division), Buyer must complete a registration of existing
 91 well form for the well and pay the cost of registration. If no person will be providing a closing service in
 92 connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The
 93 Well Permit # is .
 94

95 **2.7.4. Water Stock Certificates.** The water stock certificates to be transferred at Closing are
 96 as follows: na
 97

98 **2.7.5. Conveyance.** If Buyer is to receive any rights to water pursuant to § 2.7.2 (Other
 99 Rights Relating to Water), § 2.7.3 (Well Rights), or § 2.7.4 (Water Stock Certificates), Seller agrees to convey
 100 such rights to Buyer by executing the applicable legal instrument at Closing.
 101
 102

103 **3. DATES AND DEADLINES.**
 104
 105

| Item No. | Reference | Event | Date or Deadline | |
|----------|-----------|---|------------------|-----------|
| 1 | § 4.3 | Alternative Earnest Money Deadline | 9/13/2018 | Thursday |
| | | Title | | |
| 2 | § 8.1 | Record Title Deadline | 9/19/2018 | Wednesday |
| 3 | § 8.2 | Record Title Objection Deadline | 9/21/2018 | Friday |
| 4 | § 8.3 | Off-Record Title Deadline | 9/19/2018 | Wednesday |
| 5 | § 8.3 | Off-Record Title Objection Deadline | 9/21/2018 | Friday |
| 6 | § 8.4 | Title Resolution Deadline | 9/24/2018 | Monday |
| 7 | § 8.6 | Right of First Refusal Deadline | | |
| | | Owners' Association | | |
| 8 | § 7.3 | Association Documents Deadline | 9/17/2018 | Monday |
| 9 | § 7.4 | Association Documents Objection Deadline | 9/20/2018 | Thursday |
| | | Seller's Property Disclosure | | |
| 10 | § 10.1 | Seller's Property Disclosure Deadline | 9/14/2018 | Friday |
| | | Loan and Credit | | |
| 11 | § 5.1 | Loan Application Deadline | 9/14/2018 | Friday |
| 12 | § 5.2 | Loan Objection Deadline | 10/19/2018 | Friday |
| 13 | § 5.3 | Buyer's Credit Information Deadline | | |
| 14 | § 5.3 | Disapproval of Buyer's Credit Information Deadline | | |

| | | | | | |
|-----|----|--------|--|--------------|-----------|
| 133 | 15 | § 5.4 | Existing Loan Documents Deadline | | |
| 134 | 16 | § 5.4 | Existing Loan Documents Objection Deadline | | |
| 135 | 17 | § 5.4 | Loan Transfer Approval Deadline | | |
| 136 | 18 | § 4.7 | Seller or Private Financing Deadline | | |
| 137 | | | | | |
| 138 | | | Appraisal | | |
| 139 | 19 | § 6.2 | Appraisal Deadline | 10/15/2018 | Monday |
| 140 | 20 | § 6.2 | Appraisal Objection Deadline | 10/17/2018 | Wednesday |
| 141 | 21 | § 6.2 | Appraisal Resolution Deadline | 10/19/2018 | Friday |
| 142 | | | | | |
| 143 | | | Survey | | |
| 144 | 22 | § 9.1 | New ILC or New Survey Deadline | 10/8/2018 | Monday |
| 145 | 23 | § 9.3 | New ILC or New Survey Objection Deadline | 10/10/2018 | Wednesday |
| 146 | 24 | § 9.4 | New ILC or New Survey Resolution Deadline | 10/12/2018 | Friday |
| 147 | | | | | |
| 148 | | | Inspection and Due Diligence | | |
| 149 | 25 | § 10.3 | Inspection Objection Deadline | 9/21/2018 | Friday |
| 150 | 26 | § 10.3 | Inspection Resolution Deadline | 9/24/2018 | Monday |
| 151 | 27 | § 10.5 | Property Insurance Objection Deadline | 9/24/2018 | Monday |
| 152 | 28 | § 10.6 | Due Diligence Documents Delivery Deadline | 9/19/2018 | Wednesday |
| 153 | 29 | § 10.6 | Due Diligence Documents Objection Deadline | 9/21/2018 | Friday |
| 154 | 30 | § 10.6 | Due Diligence Documents Resolution Deadline | 9/24/2018 | Monday |
| 155 | 31 | § 10.7 | Conditional Sale Deadline | | |
| 156 | | | | | |
| 157 | | | Closing and Possession | | |
| 158 | 32 | § 12.3 | Closing Date | 10/24/2018 | Wednesday |
| 159 | 33 | § 17 | Possession Date | 10/24/2018 | Wednesday |
| 160 | 34 | § 17 | Possession Time | | |
| 161 | 35 | § 28 | Acceptance Deadline Date | 9/12/2018 | Wednesday |
| 162 | 36 | § 28 | Acceptance Deadline Time | 6:00PM (MST) | |
| 163 | 37 | | | | |
| 164 | 38 | | | | |

Note: If **FHA** or **VA** loan boxes are checked in § 4.5.3 (Loan Limitations), the **Appraisal** deadlines do **Not** apply to **FHA** insured or **VA** guaranteed loans.

3.1. Applicability of Terms. Any box checked in this Contract means the corresponding provision applies. Any box, blank or line in this Contract left blank or completed with the abbreviation "N/A", or the word "Deleted" means such provision, including any deadline, is not applicable and the corresponding provision of this Contract to which reference is made is deleted. If no box is checked in a provision that contains a selection of "None", such provision means that "None" applies.

The abbreviation "MEC" (mutual execution of this Contract) means the date upon which both parties have signed this Contract.

4. PURCHASE PRICE AND TERMS.

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 | \$750,000.00 | |
| 2 | § 4.3 | Earnest Money | | \$15,000.00 |
| 3 | § 4.5 | New Loan | | \$600,000.00 |

| | | | | |
|----|-------|--------------------|---------------------|---------------------|
| 4 | § 4.6 | Assumption Balance | | |
| 5 | § 4.7 | Private Financing | | |
| 6 | § 4.7 | Seller Financing | | |
| 7 | | | | |
| 8 | | | | |
| 9 | § 4.4 | Cash at Closing | | \$135,000.00 |
| 10 | | TOTAL | \$750,000.00 | \$750,000.00 |

4.2. Seller Concession. At Closing, Seller will credit to Buyer \$ 0 (Seller Concession). The Seller Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer's lender and is included in the Closing Statement or Closing Disclosure, at Closing. Examples of allowable items to be paid for by the Seller Concession include, but are not limited to: Buyer's closing costs, loan discount points, loan origination fees, prepaid items and any other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer elsewhere in this Contract.

4.3. Earnest Money. The Earnest Money set forth in this section, in the form of a personal check or wire transfer, will be payable to and held by Fidelity National Title Co (Earnest Money Holder), in its trust account, on behalf of both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract unless the parties mutually agree to an **Alternative Earnest Money Deadline** for its payment. The parties authorize delivery of the Earnest Money deposit to the company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest Money Holder in this transaction will be transferred to such fund.

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

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

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

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

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

4.5. New Loan.

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

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

4.5.3. Loan Limitations. Buyer may purchase the Property using any of the following types of loans: **Conventional** **FHA** **VA** **Bond** **Other** .

265 **4.5.4. Good Faith Estimate – Monthly Payment and Loan Costs.** Buyer is advised to
266 review the terms, conditions and costs of Buyer’s New Loan carefully. If Buyer is applying for a residential loan,
267 the lender generally must provide Buyer with a good faith estimate of Buyer’s closing costs within three days
268 after Buyer completes a loan application. Buyer also should obtain an estimate of the amount of Buyer’s
269 monthly mortgage payment.
270

271 **4.6. Assumption.** (Omitted as inapplicable)
272

273 **4.7. Seller or Private Financing.** (Omitted as inapplicable)
274

275
276

| |
|-------------------------------|
| TRANSACTION PROVISIONS |
|-------------------------------|

277

278 **5. FINANCING CONDITIONS AND OBLIGATIONS.**
279

280 **5.1. Loan Application.** If Buyer is to pay all or part of the Purchase Price by obtaining one or more
281 new loans (New Loan), or if an existing loan is not to be released at Closing, Buyer, if required by such lender,
282 must make an application verifiable by such lender, on or before **Loan Application Deadline** and exercise
283 reasonable efforts to obtain such loan or approval.
284

285 **5.2. Loan Objection.** If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract
286 is conditional upon Buyer determining, in Buyer’s sole subjective discretion, whether the New Loan is
287 satisfactory to Buyer, including its availability, payments, interest rate, terms, conditions, and cost of such New
288 Loan. This condition is for the sole benefit of Buyer. Buyer has the Right to Terminate under § 25.1, on or
289 before **Loan Objection Deadline**, if the New Loan is not satisfactory to Buyer, in Buyer’s sole subjective
290 discretion. **IF SELLER IS NOT IN DEFAULT AND DOES NOT TIMELY RECEIVE BUYER’S WRITTEN**
291 **NOTICE TO TERMINATE, BUYER’S EARNEST MONEY WILL BE NONREFUNDABLE**, except as otherwise
292 provided in this Contract (e.g., Appraisal, Title, Survey).
293

294 **5.3. Credit Information and Buyer’s New Senior Loan.** (Omitted as inapplicable)
295

296 **5.4. Existing Loan Review.** (Omitted as inapplicable)
297

298
299 **6. APPRAISAL PROVISIONS.**
300

301 **6.1. Appraisal Definition.** An “Appraisal” is an opinion of value prepared by a licensed or certified
302 appraiser, engaged on behalf of Buyer or Buyer’s lender, to determine the Property’s market value (Appraised
303 Value). The Appraisal may also set forth certain lender requirements, replacements, removals or repairs
304 necessary on or to the Property as a condition for the Property to be valued at the Appraised Value.
305

306 **6.2. Appraisal Condition.** The applicable appraisal provision set forth below applies to the respective
307 loan type set forth in § 4.5.3, or if a cash transaction (i.e. no financing), § 6.2.1 applies.
308

309 **6.2.1. Conventional/Other.** Buyer has the right to obtain an Appraisal. If the Appraised Value
310 is less than the Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline**
311 Buyer may, on or before **Appraisal Objection Deadline**, notwithstanding § 8.3 or § 13:
312

313 **6.2.1.1. Notice to Terminate.** Notify Seller in writing that this Contract is terminated; or
314

315 **6.2.1.2. Appraisal Objection.** Deliver to Seller a written objection accompanied by
316 either a copy of the Appraisal or written notice from lender that confirms the Appraisal Value is less than the
317 Purchase Price.
318

319 **6.2.1.3. Appraisal Resolution.** If an Appraisal Objection is received by Seller, on or
320 before **Appraisal Objection Deadline**, and if Buyer and Seller have not agreed in writing to a settlement
321 thereof on or before **Appraisal Resolution Deadline** (§ 3), this Contract will terminate on the **Appraisal**
322 **Resolution Deadline**, unless Seller receives Buyer’s written withdrawal of the Appraisal Objection before such
323 termination, i.e., on or before expiration of **Appraisal Resolution Deadline**.
324

325 **6.2.2. FHA.** It is expressly agreed that, notwithstanding any other provisions of this Contract,
326 the purchaser (Buyer) shall not be obligated to complete the purchase of the Property described herein or to
327 incur any penalty by forfeiture of Earnest Money deposits or otherwise unless the purchaser (Buyer) has been
328 given, in accordance with HUD/FHA or VA requirements, a written statement issued by the Federal Housing
329 Commissioner, Department of Veterans Affairs, or a Direct Endorsement lender, setting forth the appraised
330 value of the Property of not less than \$ *na*. The purchaser (Buyer) shall have the privilege and option of
proceeding with the consummation of this Contract without regard to the amount of the appraised valuation.

331 The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and
332 Urban Development will insure. HUD does not warrant the value nor the condition of the Property. The
333 purchaser (Buyer) should satisfy himself/herself that the price and condition of the Property are acceptable.
334

335 **6.2.3. VA.** It is expressly agreed that, notwithstanding any other provisions of this Contract,
336 the purchaser (Buyer) shall not incur any penalty by forfeiture of Earnest Money or otherwise or be obligated to
337 complete the purchase of the Property described herein, if the Contract Purchase Price or cost exceeds the
338 reasonable value of the Property established by the Department of Veterans Affairs. The purchaser (Buyer)
339 shall, however, have the privilege and option of proceeding with the consummation of this Contract without
340 regard to the amount of the reasonable value established by the Department of Veterans Affairs.
341

342 **6.3. Lender Property Requirements.** If the lender imposes any requirements, replacements,
343 removals or repairs, including any specified in the Appraisal (Lender Requirements) to be made to the Property
344 (e.g., roof repair, repainting), beyond those matters already agreed to by Seller in this Contract, Seller has the
345 Right to Terminate under § 25.1, (notwithstanding § 10 of this Contract), on or before three days following
346 Seller's receipt of the Lender Requirements, in Seller's sole subjective discretion. Seller's Right to Terminate in
347 this § 6.3 does not apply if, on or before any termination by Seller pursuant to this § 6.3: (1) the parties enter
348 into a written agreement regarding the Lender Requirements; or (2) the Lender Requirements have been
349 completed; or (3) the satisfaction of the Lender Requirements is waived in writing by Buyer.
350

351 **6.4. Cost of Appraisal.** Cost of the Appraisal to be obtained after the date of this Contract must be
352 timely paid by Buyer Seller. The cost of the Appraisal may include any and all fees paid to the appraiser,
353 appraisal management company, lender's agent or all three.
354
355
356

357 **7. OWNERS' ASSOCIATION.** This Section is applicable if the Property is located within a
358 Common Interest Community and subject to such declaration.
359

360 **7.1. Common Interest Community Disclosure.** **THE PROPERTY IS LOCATED WITHIN A
361 COMMON INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY.
362 THE OWNER OF THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS'
363 ASSOCIATION FOR THE COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND
364 REGULATIONS OF THE ASSOCIATION. THE DECLARATION, BYLAWS, AND RULES AND
365 REGULATIONS WILL IMPOSE FINANCIAL OBLIGATIONS UPON THE OWNER OF THE PROPERTY,
366 INCLUDING AN OBLIGATION TO PAY ASSESSMENTS OF THE ASSOCIATION. IF THE OWNER DOES
367 NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD PLACE A LIEN ON THE PROPERTY AND
368 POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS, AND RULES AND REGULATIONS
369 OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING CHANGES TO THE PROPERTY
370 WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A COMMITTEE OF THE
371 ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF PROPERTY WITHIN
372 THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL OBLIGATIONS OF
373 MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE DECLARATION
374 FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION.**
375
376

377 **7.2. Owners' Association Documents.** Owners' Association Documents (Association
378 Documents) consist of the following:
379

380 **7.2.1.** All Owners' Association declarations, articles of incorporation, bylaws, articles of
381 organization, operating agreements, rules and regulations, party wall agreements;
382

383 **7.2.2.** Minutes of most recent annual owners' meeting;
384

385 **7.2.3.** Minutes of any directors' or managers' meetings during the six-month period
386 immediately preceding the date of this Contract. If none of the preceding minutes exist, then the most recent
387 minutes, if any (§§ 7.2.1, 7.2.2 and 7.2.3, collectively, Governing Documents); and
388

389 **7.2.4.** The most recent financial documents which consist of: (1) annual and most recent
390 balance sheet, (2) annual and most recent income and expenditures statement, (3) annual budget, (4) reserve
391 study, and (5) notice of unpaid assessments, if any (collectively, Financial Documents).
392

393 **7.3. Association Documents to Buyer.**

394 **7.3.1. Seller to Provide Association Documents.** Seller is obligated to provide to Buyer the
395 Association Documents, at Seller's expense, on or before **Association Documents Deadline**. Seller
396 authorizes the Association to provide the Association Documents to Buyer, at Seller's expense. Seller's

397 obligation to provide the Association Documents is fulfilled upon Buyer's receipt of the Association Documents,
398 regardless of who provides such documents.

399 **7.4. Conditional on Buyer's Review.** Buyer has the right to review the Association Documents.
400 Buyer has the Right to Terminate under § 25.1, on or before **Association Documents Objection Deadline**,
401 based on any unsatisfactory provision in any of the Association Documents, in Buyer's sole subjective
402 discretion. Should Buyer receive the Association Documents after **Association Documents Deadline**, Buyer,
403 at Buyer's option, has the Right to Terminate under § 25.1 by Buyer's Notice to Terminate received by Seller on
404 or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive the
405 Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller
406 after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does
407 not receive Buyer's Notice to Terminate within such time, Buyer accepts the provisions of the Association
408 Documents as satisfactory, and Buyer waives any Right to Terminate under this provision, notwithstanding the
409 provisions of § 8.6 (Right of First Refusal or Contract Approval).
410
411
412
413

414 **8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.**

415 **8.1. Evidence of Record Title.**

416 **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the
417 title insurance company to furnish the owner's title insurance policy at Seller's expense. On or before **Record**
418 **Title Deadline**, Seller must furnish to Buyer, a current commitment for an owner's title insurance policy (Title
419 Commitment), in an amount equal to the Purchase Price, or if this box is checked, an **Abstract of Title**
420 certified to a current date. Seller will cause the title insurance policy to be issued and delivered to Buyer as
421 soon as practicable at or after Closing.
422

423 **8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the
424 title insurance company to furnish the owner's title insurance policy at Buyer's expense. On or before **Record**
425 **Title Deadline**, Buyer must furnish to Seller, a current commitment for owner's title insurance policy (Title
426 Commitment), in an amount equal to the Purchase Price.
427

428 If neither box in § 8.1.1 or § 8.1.2 is checked, § 8.1.1 applies.
429

430 **8.1.3. Owner's Extended Coverage (OEC).** The Title Commitment **Will** **Will Not**
431 contain Owner's Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete
432 or insure over the standard exceptions which relate to: (1) parties in possession, (2) unrecorded easements,
433 (3) survey matters, (4) unrecorded mechanics' liens, (5) gap period (period between the effective date and time
434 of commitment to the date and time the deed is recorded), and (6) unpaid taxes, assessments and
435 unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be paid
436 by **Buyer** **Seller** **One-Half by Buyer and One-Half by Seller** **Other** .
437

438 Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or
439 delete or insure over any or all of the standard exceptions for OEC. The Title Insurance Company may require
440 a New Survey or New ILC, defined below, among other requirements for OEC. If the Title Insurance
441 Commitment is not satisfactory to Buyer, Buyer has a right to object under § 8.4 (Right to Object to Title,
442 Resolution).
443
444

445 **8.1.4. Title Documents.** Title Documents consist of the following: (1) copies of any plats,
446 declarations, covenants, conditions and restrictions burdening the Property, and (2) copies of any other
447 documents (or, if illegible, summaries of such documents) listed in the schedule of exceptions (Exceptions) in
448 the Title Commitment furnished to Buyer (collectively, Title Documents).
449

450 **8.1.5. Copies of Title Documents.** Buyer must receive, on or before **Record Title Deadline**,
451 copies of all Title Documents. This requirement pertains only to documents as shown of record in the office of
452 the clerk and recorder in the county where the Property is located. The cost of furnishing copies of the
453 documents required in this Section will be at the expense of the party or parties obligated to pay for the
454 owner's title insurance policy.
455

456 **8.1.6. Existing Abstracts of Title.** Seller must deliver to Buyer copies of any abstracts of title
457 covering all or any portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title**
458 **Deadline**.
459

460 **8.2. Record Title.** Buyer has the right to review and object to the Abstract of Title or Title
461 Commitment and any of the Title Documents as set forth in § 8.4 (Right to Object to Title, Resolution) on or
462

463 before **Record Title Objection Deadline**. Buyer's objection may be based on any unsatisfactory form or
464 content of Title Commitment or Abstract of Title, notwithstanding § 13, or any other unsatisfactory title
465 condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or Title Documents are
466 not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title
467 Commitment that adds a new Exception to title, a copy of the new Exception to title and the modified Title
468 Commitment will be delivered to Buyer. Buyer has until the earlier of Closing or ten days after receipt of such
469 documents by Buyer to review and object to: (1) any required Title Document not timely received by Buyer, (2)
470 any change to the Abstract of Title, Title Commitment or Title Documents, or (3) any endorsement to the Title
471 Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection, pursuant to this § 8.2
472 (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.4 (Right to Object to
473 Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required
474 by § 8.1 (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title
475 Objection by the applicable deadline specified above, Buyer accepts the condition of title as disclosed by the
476 Abstract of Title, Title Commitment and Title Documents as satisfactory.

480 **8.3. Off-Record Title.** Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true
481 copies of all existing surveys in Seller's possession pertaining to the Property and must disclose to Buyer all
482 easements, liens (including, without limitation, governmental improvements approved, but not yet installed) or
483 other title matters (including, without limitation, rights of first refusal and options) not shown by public records,
484 of which Seller has actual knowledge (Off-Record Matters). Buyer has the right to inspect the Property to
485 investigate if any third party has any right in the Property not shown by public records (e.g., unrecorded
486 easement, boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of Title Objection
487 of any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding §
488 8.2 and § 13), in Buyer's sole subjective discretion, must be received by Seller on or before **Off-Record Title**
489 **Objection Deadline**. If an Off-Record Matter is received by Buyer after the **Off-Record Title Deadline**, Buyer
490 has until the earlier of Closing or ten days after receipt by Buyer to review and object to such Off-Record
491 Matter. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection pursuant to this § 8.3
492 (Off-Record Title), any title objection by Buyer and this Contract are governed by the provisions set forth in §
493 8.4 (Right to Object to Title, Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice of Title
494 Objection by the applicable deadline specified above, Buyer accepts title subject to such rights, if any, of third
495 parties of which Buyer has actual knowledge.

500 **8.4. Right to Object to Title, Resolution.** Buyer's right to object to any title matters includes, but is
501 not limited to those matters set forth in §§ 8.2 (Record Title), 8.3 (Off-Record Title) and 13 (Transfer of Title), in
502 Buyer's sole subjective discretion. If Buyer objects to any title matter, on or before the applicable deadline,
503 Buyer has the following options:

504 **8.4.1. Title Objection, Resolution.** If Seller receives Buyer's written notice objecting to any
505 title matter (Notice of Title Objection) on or before the applicable deadline, and if Buyer and Seller have not
506 agreed to a written settlement thereof on or before **Title Resolution Deadline**, this Contract will terminate on
507 the expiration of **Title Resolution Deadline**, unless Seller receives Buyer's written withdrawal of Buyer's
508 Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and waives the Right to
509 Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the Record Title
510 Deadline or the Off-Record Title Deadline, or both, are extended to the earlier of Closing or ten days after
511 receipt of the applicable documents by Buyer, pursuant to § 8.2 (Record Title) or § 8.3 (Off-Record Title), the
512 Title Resolution Deadline also will be automatically extended to the earlier of Closing or fifteen days after
513 Buyer's receipt of the applicable documents; or

514 **8.4.2. Title Objection, Right to Terminate.** Buyer may exercise the Right to Terminate under
515 § 25.1, on or before the applicable deadline, based on any unsatisfactory title matter, in Buyer's sole subjective
516 discretion.

517 **8.5. Special Taxing Districts. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL**
518 **OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES**
519 **ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS**
520 **MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF**
521 **SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO**
522 **DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS**
523
524
525
526
527
528

529 SHOULD INVESTIGATE THE SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY
530 CONTACTING THE COUNTY TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE
531 PROPERTY, AND BY OBTAINING FURTHER INFORMATION FROM THE BOARD OF COUNTY
532 COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR.
533

534 Buyer has the Right to Terminate under § 25.1, on or before **Off-Record Title Objection Deadline**, based
535 on any unsatisfactory effect of the Property being located within a special taxing district, in Buyer's sole
536 subjective discretion.
537

538 **8.6. Right of First Refusal or Contract Approval.** If there is a right of first refusal on the Property
539 or a right to approve this Contract, Seller must promptly submit this Contract according to the terms and
540 conditions of such right. If the holder of the right of first refusal exercises such right or the holder of a right to
541 approve disapproves this Contract, this Contract will terminate. If the right of first refusal is waived explicitly or
542 expires, or the Contract is approved, this Contract will remain in full force and effect. Seller must promptly
543 notify Buyer in writing of the foregoing. If expiration or waiver of the right of first refusal or approval of this
544 Contract has not occurred on or before **Right of First Refusal Deadline**, this Contract will then terminate.
545

546 **8.7. Title Advisory.** The Title Documents affect the title, ownership and use of the Property and
547 should be reviewed carefully. Additionally, other matters not reflected in the Title Documents may affect the
548 title, ownership and use of the Property, including, without limitation, boundary lines and encroachments,
549 set-back requirements, area, zoning, building code violations, unrecorded easements and claims of
550 easements, leases and other unrecorded agreements, water on or under the Property, and various laws and
551 governmental regulations concerning land use, development and environmental matters.
552

553 **8.7.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE**
554 **PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE, AND**
555 **TRANSFER OF THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE**
556 **MINERAL ESTATE OR WATER RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS,**
557 **OTHER MINERALS, GEOTHERMAL ENERGY OR WATER ON OR UNDER THE SURFACE OF THE**
558 **PROPERTY, WHICH INTERESTS MAY GIVE THEM RIGHTS TO ENTER AND USE THE SURFACE OF THE**
559 **PROPERTY TO ACCESS THE MINERAL ESTATE, OIL, GAS OR WATER.**
560

561 **8.7.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE**
562 **PROPERTY TO ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE**
563 **AGREEMENT, A MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE**
564 **COUNTY CLERK AND RECORDER.**
565

566 **8.7.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR**
567 **ADJACENT TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING,**
568 **WELL COMPLETION OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES,**
569 **PRODUCING WELLS, REWORKING OF CURRENT WELLS, AND GAS GATHERING AND PROCESSING**
570 **FACILITIES.**
571

572 **8.7.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL**
573 **INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY,**
574 **INCLUDING DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE**
575 **COLORADO OIL AND GAS CONSERVATION COMMISSION.**
576

577 **8.7.5. Title Insurance Exclusions.** Matters set forth in this Section, and others, may be
578 excepted, excluded from, or not covered by the owner's title insurance policy.
579

580 **8.8. Consult an Attorney.** Buyer is advised to timely consult legal counsel with respect to all such
581 matters as there are strict time limits provided in this Contract (e.g., **Record Title Objection Deadline** and
582 **Off-Record Title Objection Deadline**).
583

584 **9. NEW ILC, NEW SURVEY.**

585 **9.1. New ILC or New Survey.** If the box is checked, a **New Improvement Location Certificate**
586 **(New ILC)** **New Survey** in the form of is required and the following will apply:
587

588 **9.1.1. Ordering of New ILC or New Survey.** **Seller** **Buyer** will order the New ILC or New
589 Survey. The New ILC or New Survey may also be a previous ILC or survey that is in the above-required form,
590 certified and updated as of a date after the date of this Contract.
591

592 **9.1.2. Payment for New ILC or New Survey.** The cost of the New ILC or New Survey will be
593
594

595 paid, on or before Closing, by: Seller Buyer or: Buyer shall have the option to order an
596 Improvement Location Certificate if they choose to do so. (unless required by the title
597 company)
598

599 **9.1.3. Delivery of New ILC or New Survey.** Buyer, Seller, the issuer of the Title Commitment (or
600 the provider of the opinion of title if an Abstract of Title), and Buyer's Agent will receive a New ILC or New
601 Survey on or before **New ILC or New Survey Deadline**.

602 **9.1.4. Certification of New ILC or New Survey.** The New ILC or New Survey will be certified by
603 the surveyor to all those who are to receive the New ILC or New Survey.

604 **9.2. Buyer's Right to Waive or Change New ILC or New Survey Selection.** Buyer may select a
605 New ILC or New Survey different than initially specified in this Contract if there is no additional cost to Seller or
606 change to the **New ILC or New Survey Objection Deadline**. Buyer may, in Buyer's sole subjective discretion,
607 waive a New ILC or New Survey if done prior to Seller incurring any cost for the same.

608 **9.3. New ILC or New Survey Objection.** Buyer has the right to review and object to the **New ILC or**
609 **New Survey**. If the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in
610 Buyer's sole subjective discretion, Buyer may, on or before **New ILC or New Survey Objection Deadline**,
611 notwithstanding § 8.3 or § 13:

612 **9.3.1. Notice to Terminate.** Notify Seller in writing that this Contract is terminated; or

613 **9.3.2. New ILC or New Survey Objection.** Deliver to Seller a written description of any matter that
614 was to be shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires
615 Seller to correct.

616 **9.3.3. New ILC or New Survey Resolution.** If a **New ILC or New Survey Objection** is received
617 by Seller, on or before **New ILC or New Survey Objection Deadline**, and if Buyer and Seller have not agreed
618 in writing to a settlement thereof on or before **New ILC or New Survey Resolution Deadline**, this Contract will
619 terminate on expiration of the **New ILC or New Survey Resolution Deadline**, unless Seller receives Buyer's
620 written withdrawal of the New ILC or New Survey Objection before such termination, i.e., on or before
621 expiration of **New ILC or New Survey Resolution Deadline**.

DISCLOSURE, INSPECTION AND DUE DILIGENCE

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

622 **10.1. Seller's Property Disclosure.** On or before **Seller's Property Disclosure Deadline**, Seller
623 agrees to deliver to Buyer the most current version of the applicable Colorado Real Estate Commission's
624 Seller's Property Disclosure form completed by Seller to Seller's actual knowledge, current as of the date of
625 this Contract.

626 **10.2. Disclosure of Latent Defects; Present Condition.** Seller must disclose to Buyer any latent
627 defects actually known by Seller. Seller agrees that disclosure of latent defects will be in writing. Except as
628 otherwise provided in this Contract, Buyer acknowledges that Seller is conveying the Property to Buyer in an
629 "As Is" condition, "Where Is" and "With All Faults."

630 **10.3. Inspection.** Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right
631 to have inspections (by one or more third parties, personally or both) of the Property and Inclusions
632 (Inspection), at Buyer's expense. If (1) the physical condition of the Property, including, but not limited to, the
633 roof, walls, structural integrity of the Property, the electrical, plumbing, HVAC and other mechanical systems of
634 the Property, (2) the physical condition of the Inclusions, (3) service to the Property (including utilities and
635 communication services), systems and components of the Property (e.g., heating and plumbing), (4) any
636 proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or noise
637 (whether on or off the Property) and its effect or expected effect on the Property or its occupants is
638 unsatisfactory, in Buyer's sole subjective discretion, Buyer may, on or before **Inspection Objection Deadline**:

639 **10.3.1. Notice to Terminate.** Notify Seller in writing that this Contract is terminated; or

640 **10.3.2. Inspection Objection.** Deliver to Seller a written description of any unsatisfactory
641 physical condition that Buyer requires Seller to correct.

642 **10.3.3. Inspection Resolution.** If an Inspection Objection is received by Seller, on or before
643 **Inspection Objection Deadline**, and if Buyer and Seller have not agreed in writing to a settlement thereof on
644

661 or before **Inspection Resolution Deadline**, this Contract will terminate on **Inspection Resolution Deadline**
662 unless Seller receives Buyer's written withdrawal of the Inspection Objection before such termination, i.e., on or
663 before expiration of **Inspection Resolution Deadline**.

664 **10.4. Damage, Liens and Indemnity.** Buyer, except as otherwise provided in this Contract or other
665 written agreement between the parties, is responsible for payment for all inspections, tests, surveys,
666 engineering reports, or other reports performed at Buyer's request (Work) and must pay for any damage that
667 occurs to the Property and Inclusions as a result of such Work. Buyer must not permit claims or liens of any
668 kind against the Property for Work performed on the Property. Buyer agrees to indemnify, protect and hold
669 Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any
670 such Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by
671 Seller to defend against any such liability, damage, cost or expense, or to enforce this section, including
672 Seller's reasonable attorney fees, legal fees and expenses. The provisions of this section survive the
673 termination of this Contract. This § 10.4 does not apply to items performed pursuant to an Inspection
674 Resolution.

675 **10.5. Insurability.** Buyer has the right to review and object to the availability, terms and conditions of
676 and premium for property insurance (Property Insurance). Buyer has the Right to Terminate under § 25.1, on or
677 before **Property Insurance Objection Deadline**, based on any unsatisfactory provision of the Property
678 Insurance, in Buyer's sole subjective discretion.

679 **10.6. Due Diligence.**

680 **10.6.1. Due Diligence Documents.** If the respective box is checked, Seller agrees to deliver
681 copies of the following documents and information pertaining to the Property (Due Diligence Documents) to
682 Buyer on or before **Due Diligence Documents Delivery Deadline**:

683 **10.6.1.1.** All current leases, including any amendments or other occupancy
684 agreements, pertaining to the Property. Those leases or other occupancy agreements pertaining to the
685 Property that survive Closing are as follows (Leases):

686 **10.6.1.2.** Other documents and information:

687 *All manuals, warranty information, previous insurance information, structural reports, and*
688 *inspection reports in the Seller's possession.*

689 **10.6.2. Due Diligence Documents Review and Objection.** Buyer has the right to review and
690 object to Due Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or are
691 unsatisfactory in Buyer's sole subjective discretion, Buyer may, on or before **Due Diligence Documents**
692 **Objection Deadline**:

693 **10.6.2.1. Notice to Terminate.** Notify Seller in writing that this Contract is terminated;
694 or

695 **10.6.2.2. Due Diligence Documents Objection.** Deliver to Seller a written description
696 of any unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

697 **10.6.3. Due Diligence Documents Resolution.** If a Due Diligence Documents Objection is
698 received by Seller, on or before **Due Diligence Documents Objection Deadline**, and if Buyer and Seller have
699 not agreed in writing to a settlement thereof on or before **Due Diligence Documents Resolution Deadline**,
700 this Contract will terminate on **Due Diligence Documents Resolution Deadline** unless Seller receives
701 Buyer's written withdrawal of the Due Diligence Documents Objection before such termination, i.e., on or
702 before expiration of **Due Diligence Documents Resolution Deadline**.

703 **10.7. Conditional Upon Sale of Property.** This Contract is conditional upon the sale and closing of
704 that certain property owned by Buyer and commonly known as . Buyer has the Right to Terminate under § 25.1
705 effective upon Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale Deadline** if such
706 property is not sold and closed by such deadline. This § 10.7 is for the sole benefit of Buyer. If Seller does not
707 receive Buyer's Notice to Terminate on or before **Conditional Sale Deadline**, Buyer waives any Right to
708 Terminate under this provision.

709 **10.8. Source of Potable Water (Residential Land and Residential Improvements Only).** Buyer
710 **Does** **Does Not** acknowledge receipt of a copy of Seller's Property Disclosure or Source of
711 Water Addendum disclosing the source of potable water for the Property. There is **No Well**. Buyer **Does**
712 **Does Not** acknowledge receipt of a copy of the current well permit.

713 **Note to Buyer: SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE**

727 **GROUND WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED**
728 **SOURCE) TO DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.**

729 **10.9. Carbon Monoxide Alarms. Note:** If the improvements on the Property have a fuel-fired
730 heater or appliance, a fireplace, or an attached garage and include one or more rooms lawfully used for
731 sleeping purposes (Bedroom), the parties acknowledge that Colorado law requires that Seller assure the
732 Property has an operational carbon monoxide alarm installed within fifteen feet of the entrance to each
733 Bedroom or in a location as required by the applicable building code.

734 **10.10. Lead-Based Paint.** Unless exempt, if the improvements on the Property include one or
735 more residential dwellings for which a building permit was issued prior to January 1, 1978, this Contract is void
736 unless (1) a completed Lead-Based Paint Disclosure (Sales) form is signed by Seller, the required real estate
737 licensees and Buyer, and (2) Seller receives the completed and fully executed form prior to the time when this
738 Contract is signed by all parties. Buyer acknowledges timely receipt of a completed Lead-Based Paint
739 Disclosure (Sales) form signed by Seller and the real estate licensees.

740 **10.11. Methamphetamine Disclosure.** If Seller knows that methamphetamine was ever
741 manufactured, processed, cooked, disposed of, used or stored at the Property, Seller is required to disclose
742 such fact. No disclosure is required if the Property was remediated in accordance with state standards and
743 other requirements are fulfilled pursuant to § 25-18.5-102, C.R.S. Buyer further acknowledges that Buyer has
744 the right to engage a certified hygienist or industrial hygienist to test whether the Property has ever been used
745 as a methamphetamine laboratory. Buyer has the Right to Terminate under § 25.1, upon Seller's receipt of
746 Buyer's written Notice to Terminate, notwithstanding any other provision of this Contract, based on Buyer's test
747 results that indicate the Property has been contaminated with methamphetamine, but has not been remediated
748 to meet the standards established by rules of the State Board of Health promulgated pursuant to §
749 25-18.5-102, C.R.S. Buyer must promptly give written notice to Seller of the results of the test.

750 **11. TENANT ESTOPPEL STATEMENTS. [Intentionally Deleted]**

751
752
753
754
755
756
757
758
759
760
761
762
763
764
765
766
767
768
769
770
771
772
773
774
775
776
777
778
779
780
781
782
783
784
785
786
787
788
789
790
791
792

CLOSING PROVISIONS

12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.

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

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

12.3. Closing. Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the
date specified as the **Closing Date** or by mutual agreement at an earlier date. The hour and place of Closing
will be as designated by **Listing Agent**.

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

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

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

793 13.2. Distribution utility easements (including cable TV),
794 13.3. Those specifically described rights of third parties not shown by the public records of which
795 Buyer has actual knowledge and which were accepted by Buyer in accordance with **Off-Record Title** and **New**
796 **ILC or New Survey**,
797
798 13.4. Inclusion of the Property within any special taxing district, and
799 13.5. Any special assessment if the improvements were not installed as of the date of Buyer's
800 signature hereon, whether assessed prior to or after Closing, and
801 13.6. Other .
802
803
804 14. **PAYMENT OF ENCUMBRANCES.** Any encumbrance required to be paid will be paid at or before
805 Closing from the proceeds of this transaction or from any other source.
806
807
808 15. **CLOSING COSTS, CLOSING FEE, ASSOCIATION FEES AND TAXES.**
809 15.1. **Closing Costs.** Buyer and Seller must pay, in Good Funds, their respective closing costs
810 and all other items required to be paid at Closing, except as otherwise provided herein.
811 15.2. **Closing Services Fee.** The fee for real estate closing services must be paid at Closing
812 by Buyer Seller **One-Half by Buyer and One-Half by Seller**
813 Other .
814
815 15.3. **Status Letter and Record Change Fees.** Any fees incident to the issuance of
816 Association's statement of assessments (Status Letter) must be paid by None Buyer Seller
817 **One-Half by Buyer and One-Half by Seller.** Any record change fee assessed by the Association including,
818 but not limited to, ownership record transfer fees regardless of name or title of such fee (Association's Record
819 Change Fee) must be paid by None Buyer Seller **One-Half by Buyer and One-Half by**
820 **Seller.**
821
822 15.4. **Local Transfer Tax.** **The Local Transfer Tax** of % of the Purchase Price must be paid
823 at Closing by None Buyer Seller **One-Half by Buyer and One-Half by Seller.**
824
825 15.5. **Private Transfer Fee.** Private transfer fees and other fees due to a transfer of the Property,
826 payable at Closing, such as community association fees, developer fees and foundation fees, must be paid at
827 Closing by None Buyer Seller **One-Half by Buyer and One-Half by Seller.** The Private Transfer
828 fee, whether one or more, is for the following association(s): [see Additional Provisions](#) in the total amount
829 of % of the Purchase Price or \$.
830
831 15.6. **Water Transfer Fees.** The Water Transfer Fees can change. The fees, as of the date of
832 this Contract, do not exceed \$ **150** for:
833 Water Stock/Certificates Water District
834 Augmentation Membership Small Domestic Water Company and must be paid at Closing by
835 **None** Buyer Seller **One-Half by Buyer and One-Half by Seller**
836
837 15.7. **Sales and Use Tax.** Any sales and use tax that may accrue because of this transaction
838 must be paid when due by None Buyer Seller **One-Half by Buyer and One-Half by Seller.**
839
840
841
842 16. **PRORATIONS.** The following will be prorated to the **Closing Date**, except as otherwise provided:
843 16.1. **Taxes.** Personal property taxes, if any, special taxing district assessments, if any, and
844 general real estate taxes for the year of Closing, based on **Taxes for the Calendar Year Immediately**
845 **Preceding Closing** **Most Recent Mill Levy and Most Recent Assessed Valuation**, adjusted by any
846 applicable qualifying seniors property tax exemption, qualifying disabled veteran exemption or **Other** .
847 16.2. **Rents.** Rents based on **Rents Actually Received** **Accrued.** At Closing, Seller will
848 transfer or credit to Buyer the security deposits for all Leases assigned, or any remainder after lawful
849 deductions, and notify all tenants in writing of such transfer and of the transferee's name and address. Seller
850 must assign to Buyer all Leases in effect at Closing and Buyer must assume Seller's obligations under such
851 Leases.
852 16.3. **Association Assessments.** Current regular Association assessments and dues
853 (Association Assessments) paid in advance will be credited to Seller at Closing. Cash reserves held out of the
854 regular Association Assessments for deferred maintenance by the Association will not be credited to Seller
855 except as may be otherwise provided by the Governing Documents. Buyer acknowledges that Buyer may be
856
857
858

859 obligated to pay the Association, at Closing, an amount for reserves or working capital. Any special
860 assessment assessed prior to **Closing Date** by the Association will be the obligation of Buyer Seller.
861 Except however, any special assessment by the Association for improvements that have been installed as of
862 the date of Buyer's signature hereon, whether assessed prior to or after Closing, will be the obligation of Seller.
863 Seller represents that the Association Assessments are currently payable at approximately \$ 43 per
864 month and that there are no unpaid regular or special assessments against the Property except the current
865 regular assessments and **None**. Such assessments are subject to change as provided in the Governing
866 Documents. Seller agrees to promptly request the Association to deliver to Buyer before **Closing Date** a
867 current Status Letter.

870 **16.4. Other Prorations.** Water and sewer charges, propane, interest on continuing loan, and
871 **None other.**

872 **16.5. Final Settlement.** Unless otherwise agreed in writing, these prorations are final.

873
874
875 **17. POSSESSION.** Possession of the Property will be delivered to Buyer on **Possession Date** at
876 **Possession Time**, subject to the Leases as set forth in § 10.6.1.1.

877
878
879 If Seller, after Closing, fails to deliver possession as specified, Seller will be subject to eviction and
880 will be additionally liable to Buyer for payment of \$ 250 per day (or any part of a day notwithstanding § 18.1)
881 from **Possession Date** and **Possession Time** until possession is delivered.

882
883 Buyer represents that Buyer will occupy the Property as Buyer's principal residence unless the
884 following box is checked, then Buyer Does Not represent that Buyer will occupy the Property as Buyer's
885 principal residence.

886
887 If the box is checked, Buyer and Seller agree to execute a Post-Closing Occupancy Agreement.

GENERAL PROVISIONS

888
889
890
891
892
893 **18. DAY; COMPUTATION OF PERIOD OF DAYS, DEADLINE.**

894 **18.1. Day.** As used in this Contract, the term "day" means the entire day ending at 11:59 p.m., United
895 States Mountain Time (Standard or Daylight Savings as applicable).

896 **18.2. Computation of Period of Days, Deadline.** In computing a period of days, when the ending
897 date is not specified, the first day is excluded and the last day is included (e.g., three days after MEC). If any
898 deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such deadline Will
899 **Will Not** be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be
900 checked, the deadline will not be extended.

901
902
903
904 **19. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION;
905 AND WALK-THROUGH.** Except as otherwise provided in this Contract, the Property, Inclusions or both will be
906 delivered in the condition existing as of the date of this Contract, ordinary wear and tear excepted.

907 **19.1. Causes of Loss, Insurance.** In the event the Property or Inclusions are damaged by fire, other
908 perils or causes of loss prior to Closing in an amount of not more than ten percent of the total Purchase Price
909 (Property Damage), and if the repair of the damage will be paid by insurance (other than the deductible to be
910 paid by Seller), then Seller, upon receipt of the insurance proceeds, will use Seller's reasonable efforts to
911 repair the Property before **Closing Date**. Buyer has the Right to Terminate under § 25.1, on or before **Closing
912 Date** if the Property is not repaired before **Closing Date** or if the damage exceeds such sum. Should Buyer
913 elect to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all
914 insurance proceeds that were received by Seller (but not the Association, if any) resulting from damage to the
915 Property and Inclusions, plus the amount of any deductible provided for in the insurance policy. This credit may
916 not exceed the Purchase Price. In the event Seller has not received the insurance proceeds prior to Closing,
917 the parties may agree to extend the **Closing Date** to have the Property repaired prior to Closing or, at the
918 option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if acceptable to Seller's
919 insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the
920 parties or their attorney requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller

925 has received and will receive due to such damage, not exceeding the total Purchase Price, plus the amount of
926 any deductible that applies to the insurance claim.

927 **19.2. Damage, Inclusions and Services.** Should any Inclusion or service (including utilities and
928 communication services), system, component or fixture of the Property (collectively Service) (e.g., heating or
929 plumbing), fail or be damaged between the date of this Contract and Closing or possession, whichever is
930 earlier, then Seller is liable for the repair or replacement of such Inclusion or Service with a unit of similar size,
931 age and quality, or an equivalent credit, but only to the extent that the maintenance or replacement of such
932 Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by
933 Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or
934 replaced on or before Closing or possession, whichever is earlier, Buyer has the Right to Terminate under §
935 25.1, on or before **Closing Date**, or, at the option of Buyer, Buyer is entitled to a credit at Closing for the repair
936 or replacement of such Inclusion or Service. Such credit must not exceed the Purchase Price. If Buyer receives
937 such a credit, Seller's right for any claim against the Association, if any, will survive Closing. Seller and Buyer
938 are aware of the existence of pre-owned home warranty programs that may be purchased and may cover the
939 repair or replacement of such Inclusions.

940 **19.3. Condemnation.** In the event Seller receives actual notice prior to Closing that a pending
941 condemnation action may result in a taking of all or part of the Property or Inclusions, Seller must promptly
942 notify Buyer, in writing, of such condemnation action. Buyer has the Right to Terminate under § 25.1, on or
943 before **Closing Date**, based on such condemnation action, in Buyer's sole subjective discretion. Should Buyer
944 elect to consummate this Contract despite such diminution of value to the Property and Inclusions, Buyer is
945 entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value of
946 the Property or Inclusions but such credit will not include relocation benefits or expenses, or exceed the
947 Purchase Price.

948 **19.4. Walk-Through and Verification of Condition.** Buyer, upon reasonable notice, has the right to
949 walk through the Property prior to Closing to verify that the physical condition of the Property and Inclusions
950 complies with this Contract.

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

955 **21. TIME OF ESSENCE, DEFAULT AND REMEDIES.** Time is of the essence for all dates and deadlines
956 in this Contract. This means that all dates and deadlines are strict and absolute. If any payment due, including
957 Earnest Money, is not paid, honored or tendered when due, or if any obligation is not performed timely as
958 provided in this Contract or waived, the non-defaulting party has the following remedies:

959 **21.1. If Buyer is in Default:**

960 **21.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest
961 Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest
962 Money is not a penalty, and the Parties agree the amount is fair and reasonable. Seller may recover such
963 additional damages as may be proper. Alternatively, Seller may elect to treat this Contract as being in full force
964 and effect and Seller has the right to specific performance or damages, or both.

965 **21.1.2. Liquidated Damages, Applicable. This § 21.1.2 applies unless the box in § 21.1.1.**
966 **is checked.** Seller may cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to
967 Seller, and retained by Seller. It is agreed that the Earnest Money specified in § 4.1 is LIQUIDATED
968 DAMAGES, and not a penalty, which amount the parties agree is fair and reasonable and (except as provided
969 in §§ 10.4, 22, 23 and 24), said payment of Earnest Money is SELLER'S ONLY REMEDY for Buyer's failure to
970 perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and
971 additional damages.

972 **21.2. If Seller is in Default:** Buyer may elect to treat this Contract as canceled, in which case all
973 Earnest Money received hereunder will be returned and Buyer may recover such damages as may be proper.
974 Alternatively, Buyer may elect to treat this Contract as being in full force and effect and Buyer has the right to
975 specific performance or damages, or both.

991
992
993
994
995
996
997
998
999
1000
1001
1002
1003
1004
1005
1006
1007
1008
1009
1010
1011
1012
1013
1014
1015
1016
1017
1018
1019
1020
1021
1022
1023
1024
1025
1026
1027
1028
1029
1030
1031
1032
1033
1034
1035
1036
1037
1038
1039
1040
1041
1042
1043
1044
1045
1046
1047
1048
1049
1050
1051
1052
1053
1054
1055
1056

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**, the arbitrator or court must award to the prevailing party all reasonable costs and expenses, including attorney fees, legal fees and expenses.

23. MEDIATION. If a dispute arises relating to this Contract, (whether prior to or after Closing) and is not resolved, the parties must first proceed, in good faith, to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is binding, the parties to the dispute must agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at that party's last known address (physical or electronic as provided in § 27). Nothing in this Section prohibits either party from filing a lawsuit and recording a *lis pendens* affecting the Property, before or after the date of written notice requesting mediation. This section will not alter any date in this Contract, unless otherwise agreed.

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

25. TERMINATION.

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

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

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

27. NOTICE, DELIVERY, AND CHOICE OF LAW.

27.1. Physical Delivery and Notice. Any document, or notice to Buyer or Seller must be in writing,

1057 except as provided in § 27.2, and is effective when physically received by such party, any individual named in
1058 this Contract to receive documents or notices for such party, the Broker, or Brokerage Firm of Broker working
1059 with such party (except any notice or delivery after Closing must be received by the party, not Broker or
1060 Brokerage Firm).

1062 **27.2. Electronic Notice.** As an alternative to physical delivery, any notice, may be delivered in
1063 electronic form to Buyer or Seller, any individual named in this Contract to receive documents or notices for
1064 such party, the Broker or Brokerage Firm of Broker working with such party (except any notice or delivery after
1065 Closing must be received by the party; not Broker or Brokerage Firm) at the electronic address of the recipient
1066 by facsimile, email or .

1068 **27.3. Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by: (1) email
1069 at the email address of the recipient, (2) a link or access to a website or server provided the recipient receives
1070 the information necessary to access the documents, or (3) facsimile at the Fax No. of the recipient.

1072 **27.4. Choice of Law.** This Contract and all disputes arising hereunder are governed by and construed
1073 in accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign a
1074 contract in Colorado for real property located in Colorado.

1077 **28. NOTICE OF ACCEPTANCE, COUNTERPARTS.** This proposal will expire unless accepted in writing,
1078 by Buyer and Seller, as evidenced by their signatures below, and the offering party receives notice of such
1079 acceptance pursuant to § 27 on or before **Acceptance Deadline Date** and **Acceptance Deadline Time**. If
1080 accepted, this document will become a contract between Seller and Buyer. A copy of this Contract may be
1081 executed by each party, separately, and when each party has executed a copy thereof, such copies taken
1082 together are deemed to be a full and complete contract between the parties.

1085 **29. GOOD FAITH.** Buyer and Seller acknowledge that each party has an obligation to act in good faith
1086 including, but not limited to, exercising the rights and obligations set forth in the provisions of **Financing**
1087 **Conditions and Obligations, Title Insurance, Record Title and Off-Record Title, New ILC, New Survey**
1088 **and Property Disclosure, Inspection, Indemnity, Insurability, Due Diligence, Buyer Disclosure and**
1089 **Source of Water.**

1092 ADDITIONAL PROVISIONS AND ATTACHMENTS

1094
1095
1096 **30. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the
1097 Colorado Real Estate Commission.)

1098 **1. Buyer and Seller shall evenly split the Stapleton Community Transfer fee which is Purchase**
1099 **Price less \$100,000 *.25%.**

1101
1102 **2. Buyer will inspect the property but will not request any repairs or concessions related to**
1103 **items unless they present a health, safety or structural integrity risk (including a damaged**
1104 **sewer line).**

1106
1107 **3. Notwithstanding Section 6.2, Buyer shall not have the option to terminate the Contract if the**
1108 **property appraises for less than the Purchase Price, as long as the property appraises for**
1109 **\$735,000 or more. If the property appraises lower than the Purchase Price, but more than the**
1110 **floor of \$735,000, the Buyer shall pay the additional cash needed to close.**

1111
1112 **31. ATTACHMENTS.**

1113 **31.1.** The following attachments **are a part** of this Contract:

1114 **Buyer's Lender Pre-qualification Letter**

1115
1116 **31.1.1.** Post-Closing Occupancy Agreement. If the Post-Closing Occupancy Agreement box is
1117 checked in § 17 the Post-Closing Occupancy Agreement is attached.

1118
1119
1120 **31.2.** The following disclosure forms **are attached** but are **not** a part of this Contract:
1121
1122

SIGNATURES

Date: _____

Buyer: **John Doe**

Date: _____

Buyer: **Jane Doe**

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

Seller: _____ Date: _____

32. COUNTER; REJECTION. This offer is Countered Rejected.

Initials only of party (Buyer or Seller) who countered or rejected offer

END OF CONTRACT TO BUY AND SELL REAL ESTATE

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: **Focus Real Estate**



Date: **9/11/2018**

Broker's Name: **Joseph Phillips**

Address: **8154 E 33rd Ave Denver, CO 80238**

Ph: **(720) 299-1730** Fax: Email Address: **joe@focus-realtors.com**

34. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

(To be completed by Broker working with Seller)

1189
1190
1191
1192
1193
1194
1195
1196
1197
1198
1199
1200
1201
1202
1203
1204
1205
1206
1207
1208
1209
1210
1211
1212
1213
1214
1215
1216
1217
1218
1219
1220
1221
1222
1223
1224
1225
1226
1227

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 _____ Date: _____

Address: ,

Ph: Fax: Email Address:

CBS1-6-15. CONTRACT TO BUY AND SELL REAL ESTATE (RESIDENTIAL)

CTM eContracts - ©2016 CTM Software Corp.