

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

Compensation charged by real estate brokerage firms is not set by law. Such charges are established by each real estate brokerage firm.

**DIFFERENT BROKERAGE RELATIONSHIPS ARE AVAILABLE WHICH INCLUDE BUYER AGENCY, SELLER AGENCY OR TRANSACTION-BROKERAGE.**



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Norris Sandra Lindsey  
 Minick O'Neill Wolf

**EXCLUSIVE RIGHT-TO-BUY LISTING CONTRACT**

- BUYER AGENCY**
- TRANSACTION-BROKERAGE**

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

- 1. **AGREEMENT.** Buyer and Brokerage Firm enter into this exclusive, ~~irrevocable~~ contract (Buyer Listing Contract) as of the date set forth above.
- 2. **BROKER AND BROKERAGE FIRM.**

- 2.1. Multiple-Person Firm.** If this box is checked, the individual designated by Brokerage Firm to serve as the broker of Buyer and to perform the services for Buyer required by this Buyer Listing Contract is called Broker. If more than one individual is so designated, then references in this Buyer Listing Contract to Broker shall include all persons so designated, including substitute or additional brokers. The brokerage relationship exists only with Broker and does not extend to the employing broker, Brokerage Firm or to any other brokers employed or engaged by Brokerage Firm who are not so designated.
- 2.2. One-Person Firm.** If this box is checked, Broker is a real estate brokerage firm with only one licensed natural person. References in this Buyer Listing Contract to Broker or Brokerage Firm mean both the licensed natural person and brokerage firm, who serve as the broker of Buyer and perform the services for Buyer required by this Buyer Listing Contract.

3. **DEFINED TERMS.**

3.1. **Buyer:**

\_\_\_\_\_  
\_\_\_\_\_  
, and any other person or entity on whose behalf the named party acts, directly or indirectly, to Purchase the Property.

3.2. **Brokerage Firm:** AGENTS FOR HOME BUYERS LLC

3.3. **Broker:**  
Norris Minick and Lindsey Wolf Lunney

3.4. **Property.** Property means real estate that substantially meets the following requirements or similar real estate acceptable to Buyer:  
*Real Estate located in Colorado's Front Range area from the Denver Metro area on the south to Loveland on the North, west to the continental divide and 50 miles to the east of I25, or any other property where the Broker represents the Buyer in the Purchase. The Buyer shall determine the type of property sought and the specific property Purchased.*

3.5. **Purchase.** ~~an ownership~~  
3.5.1. Purchase means the acquisition of ~~any~~ <sup>an ownership</sup> interest in the Property ~~or the creation of the right to acquire any interest in the Property (including a contract or lease).~~ It also includes ~~an agreement to acquire~~ <sup>the acquisition of</sup> any ownership interest in an entity that owns the Property.

~~3.5.2. If this box is checked, Buyer authorizes Broker to negotiate a lease of the Property. Lease of the Property or Lease means any lease of an interest in the Property.~~

3.6. **Term.** The Term of this Buyer Listing Contract shall begin on \_\_\_\_\_, and shall continue through the earlier of (1) completion of the Purchase of the Property or (2) \_\_\_\_\_.  
Broker shall continue to assist in the completion of any transaction for which compensation is payable to Brokerage Firm under §7 of this Buyer Listing Contract. ~~unless Contract is terminated under Section 18, Paragraph A.~~

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

**3.8. Day; Computation of Period of Days, Deadline.**

**3.8.1 Day.** As used in this Buyer Listing Contract, the term "day" shall mean the entire day ending at 11:59 p.m., United States Mountain Time (Standard or Daylight Savings as applicable).

**3.8.2 Computation of Period of Days, Deadline.** In computing a period of days, when the ending date is not specified, 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 federal or Colorado state holiday (Holiday), such deadline  **Shall**  **Shall Not** be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be checked, the deadline shall not be extended.

**4. BROKERAGE RELATIONSHIP.**

**4.1.** If the Buyer Agency box at the top of page 1 is checked, Broker shall represent Buyer as a Buyer's limited agent (Buyer's Agent). ~~If the Transaction-Brokerage box at the top of page 1 is checked, Broker shall act as a Transaction-Broker.~~

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

**4.3. In-Company Transaction – One Broker.** If the seller and Buyer are both working with the same broker, Broker shall function as:

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

**4.3.1.1. Buyer Agency Only.** Unless the box in § 4.3.1.2 (**Buyer Agency Unless Brokerage Relationship with Both**) is checked, Broker shall represent Buyer as Buyer's Agent and shall treat the seller as a customer. A customer is a party to a transaction with whom Broker has no brokerage relationship. Broker shall disclose to such customer Broker's relationship with Buyer.

~~**4.3.1.2. Buyer Agency Unless Brokerage Relationship with Both.** If this box is checked, Broker shall represent Buyer as Buyer's Agent and shall treat the seller as a customer, unless Broker currently has or enters into an agency or Transaction-Brokerage relationship with the seller, in which case Broker shall act as a Transaction-Broker.~~

~~**4.3.2. TRANSACTION BROKER.** If the Transaction-Brokerage box at the top of page 1 is checked, or in the event neither box is checked, Broker shall work with Buyer as a Transaction-Broker. A Transaction-Broker shall perform the duties described in § 5 and facilitate purchase transactions without being an advocate or agent for either party. If the seller and Buyer are working with the same broker, Broker shall continue to function as a Transaction-Broker.~~

**5. BROKERAGE DUTIES.** Brokerage Firm, acting through Broker, as either a Transaction-Broker or a Buyer's Agent, shall perform the following **Uniform Duties** when working with Buyer:

**5.1.** Broker shall exercise reasonable skill and care for Buyer, including but not limited to the following:

- 5.1.1.** Performing the terms of any written or oral agreement with Buyer;
- 5.1.2.** Presenting all offers to and from Buyer in a timely manner regardless of whether Buyer is already a party to a contract to Purchase the Property;
- 5.1.3.** Disclosing to Buyer adverse material facts actually known by Broker;
- 5.1.4.** Advising Buyer regarding the transaction and advising Buyer to obtain expert advice as to material matters about which Broker knows but the specifics of which are beyond the expertise of Broker;
- 5.1.5.** Accounting in a timely manner for all money and property received; and
- 5.1.6.** Keeping Buyer fully informed regarding the transaction.

**5.2.** Broker shall not disclose the following information without the informed consent of Buyer:

- 5.2.1.** That Buyer is willing to pay more than the purchase price offered for the Property;
- 5.2.2.** What Buyer's motivating factors are;
- 5.2.3.** That Buyer will agree to financing terms other than those offered;
- 5.2.4.** Any material information about Buyer unless disclosure is required by law or failure to disclose such information would constitute fraud or dishonest dealing; or
- 5.2.5.** Any facts or suspicions regarding circumstances that could psychologically impact or stigmatize the Property.

~~**5.3.** Buyer consents to Broker's disclosure of Buyer's confidential information to the supervising broker or designee for the purpose of proper supervision, provided such supervising broker or designee shall not further disclose such information without consent of Buyer, or use such information to the detriment of Buyer.~~

**5.4.** Broker may show properties in which Buyer is interested to other prospective buyers without breaching any duty or obligation to such Buyer. Broker shall not be prohibited from showing competing buyers the same property ~~and from assisting competing buyers in attempting to purchase a particular property.~~ (But see Section 18, Paragraph H)

**5.5.** Broker shall not be obligated to seek other properties while Buyer is already a party to a contract to purchase property.

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5.6. Broker has no duty to conduct an independent inspection of the Property for the benefit of Buyer and has no duty to independently verify the accuracy or completeness of statements made by a seller or independent inspectors. Broker has no duty to conduct an independent investigation of Buyer's financial condition or to verify the accuracy or completeness of any statement made by Buyer.

5.7. Broker shall disclose to any prospective seller all adverse material facts actually known by Broker, including but not limited to adverse material facts concerning Buyer's financial ability to perform the terms of the transaction and whether Buyer intends to occupy the Property as a principal residence.

5.8. Buyer understands that Buyer shall not be liable for Broker's acts or omissions that have not been approved, directed, or ratified by Buyer.

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

6.1. Promoting the interests of Buyer with the utmost good faith, loyalty and fidelity.

6.2. Seeking a price and terms that are acceptable to Buyer.

6.3. Counseling Buyer as to any material benefits or risks of a transaction that are actually known by Broker.

7. **COMPENSATION TO BROKERAGE FIRM.** In consideration of the services to be performed by Broker, Brokerage Firm shall be paid as set forth in this section, with no discount or allowance for any efforts made by Buyer or any other person. ~~Brokerage Firm shall be entitled to receive additional compensation, bonuses, and incentives paid by listing brokerage firm or seller.~~ Broker shall inform Buyer of the fee to be paid to Brokerage Firm and, if there is a written agreement, Broker shall supply a copy to Buyer, upon written request of Buyer.

**Check Compensation Arrangement:**

(But see Section 18, Paragraph E)

~~7.1. Listing Brokerage Firm or Seller May Pay. Buyer IS Obligated to Pay.~~ Broker is authorized and instructed to request payment of the Brokerage Firm's fee from the listing brokerage firm or seller. ~~Buyer shall be obligated to pay any portion of Brokerage Firm's fee as described in § 7.2 which is not paid by the listing brokerage firm or seller.~~

~~7.2. Buyer Will Pay.~~ Buyer shall be obligated to pay the Brokerage Firm's fee as described in § 7.2.1 (Success Fee) unless the box in § 7.3 (Listing Brokerage Firm or Seller May Pay. Buyer is NOT Obligated to Pay) is checked.

**7.2.1. Success Fee.** Brokerage Firm shall be paid by Buyer as follows:

**7.2.1.1. Amount.** A fee equal to N/A % of the purchase price, but not less than \$ N/A, except as provided in § 7.2.1.2.

**7.2.1.2. Adjusted Amount.**

See Section 18. Additional Provisions

or

Other . \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**7.2.1.3. When Earned.** The Success Fee is earned by the Brokerage Firm upon the Purchase of the Property and is payable upon closing of the transaction. If any transaction fails to close as a result of the seller's default, with no fault on the part of Buyer, the Success Fee shall be waived. If any transaction fails to close as a result of Buyer's default, in whole or in part, the Success Fee shall ~~not be waived; such fee shall be payable upon Buyer's default, but in any event not later than the date that the closing of the transaction was to have occurred.~~ (See Section 7.5 and Section 18, Paragraph F for related limitations)

~~7.2.2. Hourly Fee.~~ Brokerage Firm shall be paid \$ N/A per hour for time spent by Broker pursuant to this contract, up to a maximum total fee of \$ \_\_\_\_\_. This hourly fee shall be paid to Brokerage Firm upon ~~receipt of an invoice from Brokerage Firm.~~

~~7.2.3. Retainer Fee.~~ Buyer shall pay Brokerage Firm a nonrefundable retainer fee of \$ N/A due and payable upon signing of this Buyer Listing Contract. This amount  **Shall**  **Shall Not** be credited against other fees payable to Brokerage Firm under this section.

~~7.2.4. Other Compensation:~~

~~\*\* NOT APPLICABLE \*\*~~

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~~7.3. Listing Brokerage Firm or Seller May Pay. Buyer is NOT Obligated to Pay.~~ Broker is authorized to obtain payment of the Brokerage Firm's fee from the listing brokerage firm or seller. ~~Buyer shall not be obligated to pay Brokerage Firm's fee.~~  
 If no box is checked above, then § 7.2 (Buyer Will Pay) shall apply.

~~7.4. Lease Fee.~~ If the box in § 3.5.2 is checked and if Brokerage Firm is unable to obtain payment of Brokerage Firm's entire fee from listing brokerage firm or landlord, Buyer shall pay the Brokerage Firm a fee as follows, less any amounts paid by the listing brokerage firm or landlord:

~~7.4.1. Amount.~~ \$ \_\_\_\_\_ Per Square Foot per \_\_\_\_\_, up to a maximum of \_\_\_\_\_;  
 or \_\_\_\_\_ % of the  Net  Gross amount of the rent payable under the lease up to a maximum of \_\_\_\_\_

~~7.4.2. Adjusted Amount.~~

See Section 18. Additional Provisions

or

Other \_\_\_\_\_

~~7.4.3. Other.~~

~~7.4.4. When Earned.~~ This lease fee is earned upon the execution of the Lease. One half of this lease fee shall be paid upon mutual execution of the Lease and one half upon possession of the premises by tenant or as follows:

~~\*\* NOT APPLICABLE \*\*~~

If the Lease, executed after the date of this Buyer Listing Contract, contains an option to extend or renew, Brokerage Firm

N/A Shall  N/A Shall Not be paid a fee upon exercise of such extension or renewal option. If Brokerage Firm is to be paid a fee for such extension or renewal, the amount of such fee and its payment shall be as follows:

~~\*\* NOT APPLICABLE \*\*~~

an offer on behalf of the

Purchased

Purchased

7.5. Holdover Period. Brokerage Firm's fee shall apply to Property contracted for ~~for leased if § 3.5.2 is checked~~ during the Term of this Buyer Listing Contract or any extensions and shall also apply to Property contracted for or leased within 365 calendar days after this Buyer Listing Contract expires or is terminated (Holdover Period) if the Property is one on which Broker ~~negotiated and if Broker~~ submitted its address or other description in writing to Buyer during the Term. However, if a commission is earned by another real estate brokerage firm acting pursuant to an exclusive agreement with Buyer entered into during the Holdover Period, Buyer

Shall  Shall Not owe the compensation to Broker under §§ 7.2.1, ~~7.2.2, 7.2.4 and 7.4~~ as indicated.  
 (See also Section 18, Paragraph F)

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

9. BUYER'S OBLIGATIONS TO BROKER. Buyer agrees to conduct all negotiations for the Property only through Broker, and to refer to Broker all communications received in any form from real estate brokers, prospective sellers, or any other source during the Term of this Buyer Listing contract. Buyer represents that Buyer  Is  Is Not currently a party to any agreement with any other broker to represent or assist Buyer in the location or purchase of property.

10. COSTS OF SERVICES OR PRODUCTS OBTAINED FROM OUTSIDE SOURCES. Broker will not obtain or order products or services from outside sources unless Buyer has agreed to pay for them promptly when due (examples: surveys, radon tests, soil tests, title reports, engineering studies, property inspections). Neither Broker nor Brokerage Firm shall be obligated to advance funds for Buyer. Buyer shall reimburse Brokerage Firm for payments made by Brokerage Firm for such products or services authorized by Buyer.

11. BROKERAGE SERVICES; SHOWING PROPERTIES.

The printed portions of this form, except *differentiated* additions, have been approved by the Colorado Real Estate Commission. (BC60-5-09) (Mandatory 7-09)

**11.1. Brokerage Services.** The Broker shall provide brokerage services to Buyer. The following additional tasks shall be performed by Broker:

***Where required in Broker's opinion to meet Buyer's needs: Detailed mappings of listed active properties and sold properties, daily listing updates, targeted mailings to locate unlisted properties, research on property pricing and sales history, counseling on offers, negotiations, inspection issues, title issues, and closing.***

**11.2. Showing Properties.** Buyer acknowledges that Broker has explained the possible methods used by listing brokers and sellers to show properties, and the limitations (if any) on Buyer and Broker being able to access properties due to such methods. Broker's limitations on accessing premises are as follows:

***Scheduling conflicts, inability to contact listing brokerage, agent, or seller, refusal by seller or listing agent/brokerage to allow showings, and delays in receiving information, data or devices required to show the property.***

Broker, through Brokerage Firm, has access to the following multiple listing services and property information services:

***Information and Real Estate Services LLC (IRES) and Metrolist.***

**12. DISCLOSURE OF BUYER'S IDENTITY.** Broker  Does  Does Not have Buyer's permission to disclose Buyer's identity to third parties without prior written consent of Buyer. (But see Section 18, Paragraph N)

**13. DISCLOSURE OF SETTLEMENT SERVICE COSTS.** Buyer acknowledges that costs, quality, and extent of service vary between different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

**14. NONDISCRIMINATION.** The parties agree not to discriminate unlawfully against any prospective seller because of the race, creed, color, sex, sexual orientation, marital status, familial status, physical or mental disability, handicap, religion, national origin, or ancestry of such person.

**15. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this document, Buyer acknowledges that Broker has advised that this document has important legal consequences and has recommended consultation with legal and tax or other counsel before signing this Buyer Listing contract.

**16. MEDIATION.** If a dispute arises relating to this Buyer Listing contract, prior to or after closing, and is not resolved, the parties shall first proceed in good faith to submit the matter 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. The parties to the dispute must agree, in writing, before any settlement is binding. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The mediation, unless otherwise agreed, shall terminate in the event the entire dispute is not resolved within 30 calendar days of the date written notice requesting mediation is delivered by one party to the other at the party's last known address.

**17. ATTORNEY FEES.** In the event of any arbitration or litigation relating to this Buyer Listing contract, the arbitrator or court shall award to the prevailing party all reasonable costs and expenses, including attorney and legal fees.

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

***Standard paragraphs A through N printed on "Continuation of Real Estate Listing Contract Buyer," and any deletions or additions on those pages initialed by both the Buyer and the Broker, are attached on a four page addendum and are hereby incorporated by reference as an integral part of this contract.***

***These Additional Provisions A through N have not been reviewed or approved by the Colorado Real Estate Commission. They were prepared by Agents for Home Buyers LLC.***

***\*\*\* ADDITIONAL PROVISIONS CONTINUED - SEE ATTACHED CONTINUATION PAGE(S) \*\*\****

**19. ATTACHMENTS.** The following are a part of this Buyer Listing Contract:

***None.***

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(Mandatory 7-09)

**20. NOTICE, DELIVERY AND CHOICE OF LAW.**

**20.1. Physical Delivery.** All notices must be in writing, except as provided in § 20.2. Any document, including a signed document or notice, delivered to the other party to this Buyer Listing Contract, is effective upon physical receipt. Delivery to Buyer shall be effective when physically received by Buyer, any signator on behalf of Buyer, any named individual of Buyer or representative of Buyer.

**20.2. Electronic Delivery.** As an alternative to physical delivery, any document, including any signed document or written notice may be delivered in electronic form only by the following indicated methods:

Facsimile    E-mail    Internet    No Electronic Delivery

Documents with original signatures shall be provided upon request of any party.

**20.3. Choice of Law.** This Buyer Listing Contract and all disputes arising hereunder shall be governed by and construed in accordance with the laws of the State of Colorado, that would be applicable to Colorado residents who sign a contract in this state for property located in Colorado.

**21. MODIFICATION OF THIS CONTRACT.** No subsequent modification of any of the terms of this Buyer Listing Contract shall be valid, binding upon the parties, or enforceable unless in writing and signed by the parties.

**22. COUNTERPARTS.** If more than one person is named as a Buyer herein, this Buyer Listing Contract may be executed by each Buyer, separately, and when so executed, such copies taken together with one executed by Broker on behalf of Brokerage Firm shall be deemed to be a full and complete contract between the parties.

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

**24. COPY OF CONTRACT.** Buyer acknowledges receipt of a copy of this Buyer Listing Contract signed by Broker, including all attachments.

**25. MEGAN'S LAW.** If the presence of a registered sex offender is a matter of concern to Buyer, Buyer understands that Buyer must contact local law enforcement officials regarding obtaining such information.

Brokerage Firm authorizes Broker to execute this Buyer Listing Contract on behalf of Brokerage Firm.

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

Address: \_\_\_\_\_  
Phone No: \_\_\_\_\_ Fax No: \_\_\_\_\_ email: \_\_\_\_\_

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

Broker's Name: Norris Minick and Lindsey Wolf Lunney

Address: 4450 Arapahoe, Suite 100 Boulder, Colorado 80303

Phone: (303) 448-8808 Fax: (303) 415-2041 Email: team@agents4homebuyers.com

Brokerage Name: Agents for Home Buyers LLC

Address: 4450 Arapahoe, Suite 100 Boulder, Colorado 80303

Phone: (303) 448-8808 Fax: (303) 415-2041 Email: team@agents4homebuyers.com

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Agents for Home Buyers LLC  
4450 Arapahoe, Suite 100  
Boulder, Colorado 80303  
(303) 448-8808

**CONTINUATION OF  
REAL ESTATE LISTING CONTRACT  
BUYER**

BUYER(S)

CONTRACT DATED: \_\_\_\_\_

**\*\*\* ADDITIONAL PROVISIONS CONTINUED \*\*\***

*These Additional Provisions (A through N) have not been reviewed or approved by the Colorado Real Estate Commission. They were prepared by Agents for Home Buyers LLC.*

**A. RIGHT OF TERMINATION:** *Either the Buyer or the Brokerage Firm may terminate this Buyer Listing Contract (Agreement) by providing written notice of termination to the other party, with the following limitations: (1) any such termination by the Buyer shall be subject to the terms of Section 7.5 and Paragraph F below, and (2) the Broker shall have no such right to terminate this Agreement while the Buyer is negotiating to Purchase a Property, or while the Buyer is under contract to Purchase a Property, unless the Broker believes in good faith that the Buyer has engaged in (or will engage in) illegal, fraudulent, or other improper conduct in connection with the Purchase.*

**B. GENERAL INTENT OF AGREEMENT REGARDING COMPENSATION:** *Except as outlined in Section 7.5 and Paragraph F below, the general intent of this Agreement with regard to compensation is that: (1) the Brokerage Firm shall be owed a Success Fee (Commission) only in the event that the Buyer completes a Purchase as defined in Section 3.5.1, (2) that no Commission shall be due if a Purchase fails to close as the result of a default on the purchase contract by either the Seller or the Buyer (see Section 7.2.1.3), (3) that the Seller or listing brokerage firm, not the Buyer, shall pay the Commission in any transaction involving a Brokerage Commission Property as this phrase is defined in Paragraph C below, (4) that the Buyer shall be responsible to pay the Commission in any transaction involving a Seller Commission Property as this phrase is defined in Paragraph D below, but that the Broker and the Buyer shall cooperate in attempting to transfer this responsibility to the Seller through the terms of the Buyer's purchase contract as outlined in Paragraph D below, and (5) that the Buyer shall not have any obligation to pay any Commission or other compensation to the Broker or the Brokerage Firm unless such obligation is clearly disclosed by the Broker to the Buyer at the time the Buyer is about to assume such obligation.*

**C. COMPENSATION WITH RESPECT TO A "BROKERAGE COMMISSION PROPERTY":** *A Brokerage Commission Property means a Property (1) that is listed for sale in the IRES MLS system or the Metrolist MLS system at the time the Buyer's purchase offer is submitted, and (2) where the Commission offered is equal to or greater than 2.0% of the purchase price. For any such Brokerage Commission Property, the Brokerage Firm shall accept as compensation the offered Commission and any additional bonuses or other compensation offered. However, subject to and in accordance with the terms of Paragraph E below, the Brokerage Firm shall return to the Buyer all compensation paid in excess of 3.0% of the purchase price. The Buyer shall have no obligation to pay any Commission or other compensation to the Brokerage Firm in connection with the Purchase of a Brokerage Commission Property, except as outlined in Section 7.5 and Paragraph F below.*

**\*\*\* CONTINUED ON NEXT PAGE \*\*\***

BUYER(S) Initials: \_\_\_\_\_

The language contained on this page **has not** been approved by the Colorado Real Estate Commission.

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Boulder, Colorado 80303  
(303) 448-8808

**CONTINUATION OF  
REAL ESTATE LISTING CONTRACT  
BUYER**

**D. COMPENSATION WITH RESPECT TO A "SELLER COMMISSION PROPERTY":** A Seller Commission Property means either (1) a Property that is not listed for sale in the IRES MLS system or the Metrolist MLS system at the time the Buyer's purchase offer is submitted, or (2) a Property that is listed for sale in one or both of these MLS systems but where the Commission offered is less than 2.0% of the purchase price. With a Seller Commission Property that is not listed for sale in IRES or Metrolist, the Buyer shall be responsible to pay a commission of 2.8% of the purchase price to the Brokerage Firm as Commission. With a Seller Commission Property that is listed for sale in IRES or Metrolist, but where the Commission offered is less than 2.0% of the purchase price, the Brokerage Firm shall reject the offer of Commission from the listing brokerage firm and the Buyer shall be responsible to pay 2.0% of the purchase price to the Brokerage Firm as Commission. In either case, the Broker and the Buyer agree to cooperate in attempting to transfer the responsibility to pay the Commission from the Buyer to the Seller through the terms of the Buyer's purchase contract as follows: The Broker shall draft a clause requiring the seller to pay the Commission on behalf of the Buyer at Closing and shall urge the Buyer to include this clause in the Buyer's purchase offer. If the Buyer chooses not to include a clause requiring the Seller to pay the Commission in their offer, or agrees to remove it from the contract in the course of negotiations with the Seller, the Buyer agrees to pay the Brokerage Firm the Commission at Closing. If the Buyer agrees to reduce the Commission below the amounts outlined above in either the initial offer or in the course of negotiations with the Seller, the Buyer shall pay the Brokerage Firm at Closing the difference between the Commission amounts outlined above and the amount the Seller has agreed to pay. If the Broker fails to draft such the clause or to urge the Buyer to include it in their purchase offer, the Broker shall represent the Buyer in the Purchase of the Property, and provide all normal brokerage services, for no Commission or other compensation, except any compensation that the Seller volunteers to pay the Brokerage Firm despite the absence of any contractual obligation to do so.

**E. COMPENSATION IN EXCESS OF 3.0% OF PURCHASE PRICE:** The Brokerage Firm is hereby authorized by the Buyer to accept and receive additional compensation over and above that discussed in Paragraphs C and D above from the Listing Brokerage Firm, the Seller, or any other parties. However, the Broker shall endeavor to cause any compensation in excess of 3.0% of the purchase price to be either (1) transferred to the Buyer at Closing through direct credits or through the payment of fees/costs on behalf of the Buyer (where such credits/payments are allowed by the Buyer's mortgage lender, the title company and any applicable laws and regulations), or (2) used for the Buyer's benefit in the transaction through price reductions or property improvements and repairs negotiated with the Seller.

**F. PROPERTIES PURCHASED AFTER TERMINATION OF THIS AGREEMENT:** If the Broker has submitted an offer on any Property on the Buyer's behalf, the Buyer shall pay the Brokerage Firm a Commission of 2.0% of the purchase price at Closing if the Buyer Purchases such Property outside of this Agreement on or before the 365th calendar day following termination of this Agreement (see Section 7.5). Further, if the Broker locates a Property through targeted mailings or other means, and informs the Buyer while this Agreement is in effect that the Property may be available for sale, the Buyer agrees to either (1) Purchase the Property with the Broker's assistance under the terms of this Agreement, or (2) pay the Broker 2.0% of the purchase price of the Property at the time of Closing if the Buyer Purchases said Property outside this Agreement on or before the 365th calendar day following termination of this Agreement. In no event shall any Commission or other compensation be owed by the Buyer to the Broker if the Broker terminates the Agreement.

**\*\*\* CONTINUED ON NEXT PAGE \*\*\***

BUYER(S) Initials: \_\_\_\_\_

The language contained on this page **has not** been approved by the Colorado Real Estate Commission.

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

Agents for Home Buyers LLC  
4450 Arapahoe, Suite 100  
Boulder, Colorado 80303  
(303) 448-8808

**CONTINUATION OF  
REAL ESTATE LISTING CONTRACT  
BUYER**

**G. SELLER OR LISTING BROKER DEFAULT ON COMMISSION OBLIGATION:** *If the listing brokerage firm, or the seller, have agreed in writing to pay all or part of the Commission to the Brokerage Firm, but they default on their obligation to pay such Commission, the Brokerage Firm shall pursue such payment of this Commission (or portion thereof) only from the seller or listing brokerage firm, not from the Buyer.*

**H. CONFIDENTIALITY OF PROPERTIES LOCATED BY THE BROKER OR THE BUYER:** *The Broker often undertakes efforts such as targeted mailings in order to locate Seller Commission Properties on the behalf of specific buyers. In the event that the Broker locates Seller Commission Properties through such efforts, or in the event that a buyer client locates such Properties through their own efforts, the Broker shall not disclose information regarding these Properties to other buyer clients without the authorization of the client who located the Property or for whom it was located by the Broker. This means that the Broker may be aware of Properties that are available for sale and that match the Buyer's search criteria, but the Broker may not inform the Buyer of the availability of these properties.*

**I. CONFLICT OF INTEREST ASSOCIATED WITH PROPERTY:** *If either the Broker or the Buyer discover that an available Property meeting the Buyer's requirements is owned by a party such that a substantial conflict of interest is created for the Broker (e.g., the owner is another buyer client of the Broker, a relative of the Broker, or a close business associate of the Broker), the Buyer and the Broker agree that this Property shall be viewed by the Buyer under a transaction-brokerage relationship, NOT A BUYER AGENCY RELATIONSHIP, with the Broker. This means that the Broker shall have all of the duties outlined in Section 5 of this Agreement, but NOT those outlined in Section 6. If the Buyer wishes to pursue the Purchase of such a Property after such viewing, the Buyer shall be referred to a broker associated with another brokerage firm (or other representation of the Buyer's choice) for purposes of further evaluating the property, submitting offers and completing the transaction.*

**J. BUYER SHORT LISTS AND COMPETING OFFERS:** *For each buyer client, the Broker shall maintain a short list of no more than three properties that the Buyer has told the Broker by email they want on their short list. When any client informs the Broker they want to submit an offer on a Property, the Broker shall review all client short lists. If that Property is on the short list of any other client, the Broker shall attempt to inform this second client of the impending offer using the phone and email information in the Broker's database. If, before the first client's offer has been submitted, this second client informs the Broker of their intent to immediately submit a competing offer, the Broker shall proceed as outlined in Paragraph K below. If the client informs the Broker of an intent to submit an offer after the first client's offer has been submitted, the Broker shall proceed as outlined in Paragraph L below. The Broker shall not maintain short lists for clients who are under contract to Purchase a Property, except where the contract is a short sale or backup contract.*

**K. COMPETING OFFERS WHEN NO PRIOR OFFER HAS BEEN SUBMITTED:** *If more than one buyer client informs the Broker of their intent to submit competing offers on the same Property before the Broker has submitted an offer on that Property for a buyer client, all such buyer clients shall be informed of this situation, all Buyer Listing Contracts (Agreements) between such clients and the Brokerage Firm shall be terminated by the Broker, and all such clients shall be referred to brokers associated with other brokerage firms (or other representation of their choice) for purposes of evaluating the Property, submitting offers and completing the transaction.*

**\*\*\* CONTINUED ON NEXT PAGE \*\*\***

BUYER(S) Initials: \_\_\_\_\_

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Agents for Home Buyers LLC  
4450 Arapahoe, Suite 200  
Boulder, Colorado 80303  
(303) 448-8808

**CONTINUATION OF  
REAL ESTATE LISTING CONTRACT  
BUYER**

**L. COMPETING OFFERS WHEN PRIOR OFFER HAS BEEN SUBMITTED:** *If one or more buyer clients inform the Broker of their intent to submit competing offers on a Property after the Broker has submitted an offer on that Property for another buyer client (or for the Broker), all such buyer clients shall be informed of this situation. If one or more of these buyer clients decides to move forward and submit a competing offer, all Buyer Listing Contracts (Agreements) between such clients and the Brokerage Firm shall be terminated by the Broker and all such clients shall be referred to brokers associated with other brokerage firms (or other representation of their choice) for purposes of evaluating the Property, submitting offers and completing the transaction. The Agreement with the buyer client for whom the Broker has already submitted an offer on the Property shall not be terminated by the Broker, but this buyer client shall be informed of the intent of other buyers to submit competing offers on the Property. No other information about these competing buyers shall be disclosed to the Buyer for whom the offer has been submitted.*

**M. NEGOTIATION OF REFERRAL FEES BY THE BROKER:** *If the Buyer is referred to a broker associated with another brokerage firm in connection with the conflicts of interest outlined in Paragraphs I, J, K, and L above, the Buyer authorizes the Brokerage Firm to attempt to negotiate and receive a referral fee from such other brokerage firm. However, the Buyer shall have an absolute right to determine who the Buyer will work with, and the successful arrangement of any compensation for the Broker shall not be a condition to, nor shall it otherwise limit, the Buyer's right to engage any other brokerage firm (or any other representation) in such a conflict situation. Under no circumstances, including those outlined in Section 7.5 or Paragraph F above, shall a Buyer whose Agreement is terminated under these circumstances owe any Commission or other compensation to the Broker or the Brokerage Firm.*

**N. DISCLOSING THE BUYER'S IDENTITY:** *The Broker does not have a general authorization to disclose the Buyer's identity (Section 12), but the Buyer does authorize the Broker to disclose the Buyer's name(s) to builders and developers for purposes of registering the Buyer/Broker relationship, to introduce the Buyer by name to property owners and salespeople while viewing properties with the Buyer, and to provide the Buyer's name and contact information to inspectors, title company staff, and others in connection with the Purchase of a Property.*

**BUYER(S)**

\_\_\_\_\_ Date of Signature \_\_\_\_\_  
**Buyer:**

\_\_\_\_\_ Date of Signature \_\_\_\_\_  
**Buyer:**

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