

1 The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.  
2 (LC50-10-06) (Mandatory 1-07)

3  
4 **THIS IS A BINDING CONTRACT. THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES**  
5 **SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.**

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

7  
8 **DIFFERENT BROKERAGE RELATIONSHIPS ARE AVAILABLE WHICH INCLUDE BUYER AGENCY, SELLER AGENCY**  
9 **OR TRANSACTION-BROKERAGE.**

10  
11 **EXCLUSIVE RIGHT-TO-SELL LISTING CONTRACT**  
12 **(ALL TYPES OF PROPERTIES)**

13  
14  **SELLER AGENCY**     **TRANSACTION-BROKERAGE**

15  
16 Date: \_\_\_\_\_

17  
18 1. **AGREEMENT.** Seller and Brokerage Firm enter into this exclusive, irrevocable contract as of the date set forth above.

19  
20 2. **BROKER AND BROKERAGE FIRM.**

21  **a. Multiple-Person Firm.** If this box is checked, the individual designated by Brokerage Firm to serve as the broker of Seller and  
22 to perform the services for Seller required by this contract is called Broker. If more than one individual is so designated, then references in  
23 this contract to Broker shall include all persons so designated, including substitute or additional brokers. The brokerage relationship exists  
24 only with Broker and does not extend to the employing broker, Brokerage Firm or to any other brokers employed or engaged by Brokerage  
25 Firm who are not so designated.

26  **b. One-Person Firm.** If this box is checked, Broker is a real estate brokerage firm with only one licensed natural person.  
27 References in this contract to Broker or Brokerage Firm mean both the licensed natural person and brokerage firm who shall serve as the  
28 broker of Seller and perform the services for Seller required by this contract.

29  
30 3. **DEFINED TERMS.**

31 **a. Seller:** \_\_\_\_\_

32  
33 **b. Brokerage Firm:** \_\_\_\_\_

34  
35 **c. Broker:** \_\_\_\_\_

36  
37 **d. Property.** The Property is the following legally described real estate in the County of \_\_\_\_\_, Colorado:

38  
39  
40  
41 known as No. \_\_\_\_\_

42 Street Address City State Zip  
43 together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto, and all interest of Seller in  
44 vacated streets and alleys adjacent thereto, except as herein excluded.

45 **e. Sale.** A Sale is the voluntary transfer or exchange of any interest in the Property or the voluntary creation of the obligation to  
46 convey any interest in the Property, including a contract or lease. It also includes an agreement to transfer any ownership interest in an  
47 entity which owns the Property.

48 **f. Listing Period.** The Listing Period of this contract shall begin on \_\_\_\_\_, and shall continue through the earlier  
49 of (1) completion of the Sale of the Property or (2) \_\_\_\_\_. Broker shall continue to assist in the  
50 completion of any transaction for which compensation is payable to Brokerage Firm under § 16 of this contract.

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

54  
55 4. **BROKERAGE SERVICES AND DUTIES.** Brokerage Firm, acting through Broker, shall provide brokerage services to Seller.  
56 Broker, acting as either a Transaction-Broker or a Seller's Agent, shall perform the following **Uniform Duties** when working with Seller:

57 **a.** Broker shall exercise reasonable skill and care for Seller, including, but not limited to the following:

58 (1) Performing the terms of any written or oral agreement with Seller;

59 (2) Presenting all offers to and from Seller in a timely manner regardless of whether the Property is subject to a contract for

60 Sale;

61 (3) Disclosing to Seller adverse material facts actually known by Broker;

62 (4) Advising Seller regarding the transaction and to obtain expert advice as to material matters about which Broker knows but  
63 the specifics of which are beyond the expertise of Broker;

64 (5) Accounting in a timely manner for all money and property received; and

- 65 (6) Keeping Seller fully informed regarding the transaction.
- 66 b. Broker shall not disclose the following information without the informed consent of Seller:
- 67 (1) That Seller is willing to accept less than the asking price for the Property;
- 68 (2) What the motivating factors are for Seller to sell the Property;
- 69 (3) That Seller will agree to financing terms other than those offered;
- 70 (4) Any material information about Seller unless disclosure is required by law or failure to disclose such information would
- 71 constitute fraud or dishonest dealing; or
- 72 (5) Any facts or suspicions regarding circumstances that could psychologically impact or stigmatize the Property.
- 73 c. Seller consents to Broker's disclosure of Seller's confidential information to the supervising broker or designee for the purpose of
- 74 proper supervision, provided such supervising broker or designee shall not further disclose such information without consent of Seller, or
- 75 use such information to the detriment of Seller.
- 76 d. Brokerage Firm may have agreements with other sellers to market and sell their property. Broker may show alternative
- 77 properties not owned by Seller to other prospective buyers and list competing properties for sale.
- 78 e. Broker shall not be obligated to seek additional offers to purchase the Property while the Property is subject to a contract for Sale.
- 79 f. Broker has no duty to conduct an independent inspection of the Property for the benefit of a buyer and has no duty to
- 80 independently verify the accuracy or completeness of statements made by Seller or independent inspectors. Broker has no duty to conduct
- 81 an independent investigation of a buyer's financial condition or to verify the accuracy or completeness of any statement made by a buyer.
- 82 g. Seller shall not be liable for the acts of Broker unless such acts are approved, directed or ratified by Seller.

83

84 **5. ADDITIONAL DUTIES OF SELLER'S AGENT.** If the Seller Agency box at the top of page 1 is checked, Broker is a limited

85 agent of Seller (Seller's Agent), with the following additional duties:

- 86 a. Promoting the interests of Seller with the utmost good faith, loyalty and fidelity.
- 87 b. Seeking a price and terms that are acceptable to Seller.
- 88 c. Counseling Seller as to any material benefits or risks of a transaction that are actually known by Broker.
- 89

90 **6. BROKERAGE RELATIONSHIP.**

- 91 a. If the Seller Agency box at the top of page 1 is checked, Broker shall represent Seller as a Seller's Agent. If the Transaction-
- 92 Brokerage box at the top of page 1 is checked, Broker shall act as a Transaction-Broker.
- 93 b. **In-Company Transaction – Different Brokers.** When Seller and buyer in a transaction are working with different brokers,
- 94 those brokers continue to conduct themselves consistent with the brokerage relationships they have established. Seller acknowledges that
- 95 Brokerage Firm is allowed to offer and pay compensation to brokers within Brokerage Firm working with a buyer.
- 96 c. **In-Company Transaction – One Broker.** If Seller and buyer are both working with the same broker, Broker shall function as:
- 97 (1) **SELLER'S AGENT.** If the Seller Agency box at the top of page 1 is checked, the parties agree the following applies:

98 **Check One Box Only**

- 99  (a) **Seller Agency.** If this box is checked, Broker shall represent Seller as Seller's Agent and shall treat the buyer as a
- 100 customer. A customer is a party to a transaction with whom Broker has no brokerage relationship. Broker shall disclose to such customer
- 101 Broker's relationship with Seller.
- 102  (b) **Seller Agency Unless Brokerage Relationship with Both.** If this box is checked, Broker shall represent Seller as
- 103 Seller's Agent and shall treat the buyer as a customer, unless Broker currently has or enters into an agency or Transaction-Brokerage
- 104 relationship with the buyer, in which case Broker shall act as a Transaction-Broker, performing the duties described in § 4 and facilitating
- 105 sales transactions without being an advocate or agent for either party.

106 (2) **TRANSACTION-BROKER.** If the Transaction-Brokerage box at the top of page 1 is checked, or in the event neither box

107 is checked, Broker shall work with Seller as a Transaction-Broker. If Seller and buyer are working with the same broker, Broker shall

108 continue to function as a Transaction-Broker.

109

110 **7. SELLER'S OBLIGATIONS TO BROKER.**

111 a. **Negotiations and Communication.** Seller agrees to conduct all negotiations for the Sale of the Property only through Broker,

112 and to refer to Broker all communications received in any form from real estate brokers, prospective buyers, tenants or any other source

113 during the Listing Period of this contract.

114 b. **No Existing Listing Agreement.** Seller represents that Seller  **Is**  **Is Not** currently a party to any listing agreement with any

115 other broker to sell the Property.

116 c. **Ownership of Materials and Consent.** Seller represents that all materials (including all photographs, renderings, images or

117 other creative items) supplied to Broker by or on behalf of Seller are owned by Seller, except as Seller has disclosed in writing to Broker.

118 Seller is authorized to and grants to Broker, Brokerage Firm and any multiple listing service (that Broker submits the Property to) a

119 nonexclusive irrevocable, royalty-free license to use such material for marketing of the Property, reporting as required and the publishing,

120 display and reproduction of such material, compilation and data. This license shall survive the termination of this contract.

121 d. **Residential Foreclosure Disclosure and Consent.** If the Property is residential, is in foreclosure, and Buyer will not live in the

122 Property for at least 1 year, the terms of the Foreclosure Protection Act (Act) may apply. Upon Seller becoming aware that the Property is

123 in foreclosure, Seller must notify Listing Broker of such fact. The Act requires that special provisions must be included in the Contract to

124 Buy and Sell Real Estate. Therefore, if the Act applies, Seller agrees, unless Seller and buyer enter into the Foreclosure Property

125 Addendum concurrent with the Contract to Buy and Sell Real Estate, Broker is **not** obligated to prepare any contract for the sale of the

126 Property and Seller will employ and pay for an attorney to prepare such contract. Seller also consents that Broker is authorized to disclose

127 to other brokers and prospective buyers that the Property is in foreclosure. Broker  IS  IS NOT authorized to disclose, in any  
128 multiple listing service in which the Property is submitted, that the Property is in foreclosure.

129  
130 **8. PRICE AND TERMS.**

- 131 a. **Price.** U.S. \$ \_\_\_\_\_  
132 b. **Terms.**  Cash  Conventional  FHA  VA  
133  Other: \_\_\_\_\_  
134 c. **Loan Discount Points.** \_\_\_\_\_  
135 d. **Buyer's Closing Costs (FHA/VA).** Seller shall pay closing costs and fees, not to exceed \$ \_\_\_\_\_, that Buyer is not  
136 allowed by law to pay, for tax service and \_\_\_\_\_.  
137 e. **Earnest Money.** Minimum amount of earnest money deposit U.S. \$ \_\_\_\_\_ in the form of \_\_\_\_\_.  
138 f. **Seller Proceeds.** Seller will receive net proceeds of closing as indicated:  
139  Cashier's Check at Seller's expense;  Funds Electronically Transferred (Wire Transfer) to an account specified by Seller, at  
140 Seller's expense; or  Closing Company's Trust Account Check.  
141 g. **Advisory-Tax Withholding.** The Internal Revenue Service and the Colorado Department of Revenue may require closing  
142 company to withhold a substantial portion of the proceeds of this Sale when Seller either (1) is a foreign person or (2) will not be a  
143 Colorado resident after closing. Seller should inquire of Seller's tax advisor to determine if withholding applies or if an exemption exists.

144  
145 **9. DEPOSITS.** Brokerage Firm is authorized to accept earnest money deposits received by Broker pursuant to a proposed Sale contract.  
146 Brokerage Firm is authorized to deliver the earnest money deposit to the closing agent, if any, at or before the closing of the Sale contract.

147  
148 **10. INCLUSIONS AND EXCLUSIONS.**

- 149 a. **Inclusions.** The Purchase Price includes the following items (Inclusions):  
150 (1) **Fixtures.** If attached to the Property on the date of this contract, lighting, heating, plumbing, ventilating, and air  
151 conditioning fixtures, TV antennas, inside telephone wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems,  
152 built-in kitchen appliances, sprinkler systems and controls, built-in vacuum systems (including accessories), garage door openers including  
153 \_\_\_\_\_ remote controls; and

- 154  
155 (2) **Personal Property.** If on the Property whether attached or not on the date of this contract: storm windows, storm doors,  
156 window and porch shades, awnings, blinds, screens, window coverings, curtain rods, drapery rods, fireplace inserts, fireplace screens,  
157 fireplace grates, heating stoves, storage sheds, and all keys. If checked, the following are included:  Water Softeners  
158  Smoke/Fire Detectors  Security Systems  Satellite Systems (including satellite dishes); and

159 \_\_\_\_\_  
160 The Personal Property to be conveyed at closing shall be conveyed, by Seller, free and clear of all taxes (except personal property  
161 taxes for the year of closing), liens and encumbrances, except \_\_\_\_\_.  
162 Conveyance shall be by bill of sale or other applicable legal instrument.

- 163 (3) **Trade Fixtures.** The following trade fixtures: \_\_\_\_\_  
164 The Trade Fixtures to be conveyed at closing shall be conveyed by Seller, free and clear of all taxes (except personal property taxes  
165 for the year of closing), liens and encumbrances, except \_\_\_\_\_  
166 \_\_\_\_\_  
167 Conveyance shall be by bill of sale or other applicable legal instrument.

- 168 (4) **Parking and Storage Facilities.**  Use Only  Ownership of the following parking facilities: \_\_\_\_\_;  
169 and  Use Only  Ownership of the following storage facilities: \_\_\_\_\_.

- 170 (5) **Water Rights.** The following legally described water rights:  
171 \_\_\_\_\_  
172 Any water rights shall be conveyed by \_\_\_\_\_ deed or other applicable legal instrument. The Well Permit # is \_\_\_\_\_.

- 173 (6) **Growing Crops.** The following growing crops:  
174 \_\_\_\_\_

- 175 b. **Exclusions.** The following are excluded: \_\_\_\_\_  
176 \_\_\_\_\_  
177 \_\_\_\_\_

178  
179  
180 **11. TITLE AND ENCUMBRANCES.** Seller represents to Broker that title to the Property is solely in Seller's name. Seller shall  
181 deliver to Broker true copies of all relevant title materials, leases, improvement location certificates and surveys in Seller's possession and  
182 shall disclose to Broker all easements, liens and other encumbrances, if any, on the Property, of which Seller has knowledge. Seller  
183 authorizes the holder of any obligation secured by an encumbrance on the Property to disclose to Broker the amount owing on said  
184 encumbrance and the terms thereof. In case of Sale, Seller agrees to convey, by a \_\_\_\_\_ deed, only that title Seller  
185 has in the Property. Property shall be conveyed free and clear of all taxes, except the general taxes for the year of closing.

186 All monetary encumbrances (such as mortgages, deeds of trust, liens, financing statements) shall be paid by Seller and released except  
187 as Seller and buyer may otherwise agree. Existing monetary encumbrances are as follows: \_\_\_\_\_

188 The Property is subject to the following leases and tenancies: \_\_\_\_\_  
189 \_\_\_\_\_  
190 \_\_\_\_\_

191 If the Property has been or will be subject to any governmental liens for special improvements installed at the time of signing a Sale  
192 contract, Seller shall be responsible for payment of same, unless otherwise agreed. Brokerage Firm may terminate this contract upon  
193 written notice to Seller that title is not satisfactory to Brokerage Firm.  
194

195 **12. EVIDENCE OF TITLE.** Seller agrees to furnish buyer, at Seller's expense, a current commitment and an owner's title insurance  
196 policy in an amount equal to the Purchase Price in the form specified in the Sale contract, or if this box is checked,  **An Abstract of**  
197 **Title** certified to a current date.  
198

199 **13. ASSOCIATION ASSESSMENTS.** Seller represents that the amount of the regular owners' association assessment is currently  
200 payable at \$ \_\_\_\_\_ per \_\_\_\_\_ and that there are no unpaid regular or special assessments against  
201 the Property except the current regular assessments and except \_\_\_\_\_  
202 \_\_\_\_\_. Seller agrees to promptly request the owners' association to deliver to buyer before date of closing a current  
203 statement of assessments against the Property.  
204

205 **14. POSSESSION.** Possession of the Property shall be delivered to buyer as follows: \_\_\_\_\_  
206 subject to leases and tenancies as described in §11.  
207

208 **15. MATERIAL DEFECTS, DISCLOSURES AND INSPECTION.**

209 **a. Broker's Obligations.** Colorado law requires a broker to disclose to any prospective buyer all adverse material facts actually  
210 known by such broker including but not limited to adverse material facts pertaining to the title to the Property and the physical condition of  
211 the Property, any material defects in the Property, and any environmental hazards affecting the Property which are required by law to be  
212 disclosed. These types of disclosures may include such matters as structural defects, soil conditions, violations of health, zoning or  
213 building laws, and nonconforming uses and zoning variances. Seller agrees that any buyer may have the Property and Inclusions inspected  
214 and authorizes Broker to disclose any facts actually known by Broker about the Property.  
215

216 **b. Seller's Obligations.**

217 **(1) Seller's Property Disclosure Form.** A seller is not required by law to provide a written disclosure of adverse matters  
218 regarding the Property. However, disclosure of known material latent (not obvious) defects is required by law. Seller  **Agrees**  **Does**  
219 **Not Agree** to provide a Seller's Property Disclosure form completed to the best of Seller's current, actual knowledge.

220 **(2) Lead-Based Paint.** Unless exempt, if the improvements on the Property include one or more residential dwellings for  
221 which a building permit was issued prior to January 1, 1978, a completed Lead-Based Paint Disclosure (Sales) form must be signed by  
222 Seller and the real estate licensees, and given to any potential buyer in a timely manner.  
223

224 **16. COMPENSATION TO BROKERAGE FIRM.** Seller agrees that any Brokerage Firm compensation that is conditioned upon the  
225 Sale of the Property shall be earned by Brokerage Firm as set forth herein without any discount or allowance for any efforts made by Seller  
226 or by any other person in connection with the Sale of the Property.

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

228 **(1) Sale Commission.** (a) \_\_\_\_\_% of the gross purchase price in U.S. dollars, or (b) \_\_\_\_\_.

229 **(2) Lease Commission.** (a) \_\_\_\_\_% of the gross rent under the lease in U.S. dollars, or (b) \_\_\_\_\_.

230 **b. When Earned.** Such commission shall be earned upon the occurrence of any of the following:

231 **(1)** Any Sale of the Property within the Listing Period by Seller, by Broker or by any other person;

232 **(2)** Broker finding a buyer who is ready, willing and able to complete the transaction as specified herein by Seller; or

233 **(3)** Any Sale of the Property within \_\_\_\_\_ calendar days subsequent to the expiration of the Listing Period (Holdover  
234 Period) to anyone with whom Broker negotiated and whose name was submitted, in writing, to Seller by Broker during the Listing Period  
235 (including any extensions thereof). However, Seller shall owe no commission to Brokerage Firm under this subsection (3) if a commission  
236 is earned by another licensed real estate brokerage firm acting pursuant to an exclusive agreement entered into during the Holdover Period.

237 **c. When Applicable and Payable.** The commission obligation shall apply to a Sale made during the Listing Period or any  
238 extension of such original or extended term. The commission described in subsection 16a(1) shall be payable at the time of the closing of  
239 the Sale as contemplated by subsection 16b(1) or 16b(3), or upon fulfillment of subsection 16b(2) where either the offer made by such  
240 buyer is defeated by Seller or by the refusal or neglect of Seller to consummate the Sale as agreed upon.

241 **d. Lease and Lease Option Commissions.** If the transaction consists of a lease or a lease and right to purchase the Property, the  
242 commission relating to the lease shall be as provided in subsection 16a(2), payable as follows: \_\_\_\_\_.

243 **e. Other Compensation.** \_\_\_\_\_

244 **17. LIMITATION ON THIRD-PARTY COMPENSATION.** Neither Broker nor the Brokerage Firm, except as set forth in § 16, shall  
245 accept compensation from any other person or entity in connection with the Property without the written consent of Seller. Additionally,  
246 neither Broker nor Brokerage Firm shall assess or receive mark-ups or other compensation for services performed by any third party or  
247 affiliated business entity unless Seller signs a separate written consent.  
248

249 **18. OTHER BROKERS' ASSISTANCE, MULTIPLE LISTING SERVICE AND MARKETING.** Seller has been advised by  
250 Broker of the advantages and disadvantages of various marketing methods, the use of multiple listing services and various methods of  
251 making the Property accessible by other brokerage firms (e.g., using lock boxes, by-appointment-only showings, etc.), and whether some  
252 methods may limit the ability of another broker to show the Property. After having been so advised, Seller has chosen the following (check  
253 all that apply):

254 **a.** The Property:

255  **Shall**  **Shall Not** be submitted to one or more multiple listing services.

256  **Shall**  **Shall Not** be submitted to one or more property information exchanges.

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Seller authorizes the use of electronic and all other marketing methods except: \_\_\_\_\_

Seller further authorizes use of the data by multiple listing services and property information exchanges, if any.

Access to the Property by other brokerage firms may be by:

**Lock Box**

\_\_\_\_\_

Other instructions: \_\_\_\_\_

b. Broker shall seek assistance from, and Brokerage Firm offers compensation to, the following brokers outside of Brokerage Firm:

**Buyer Agents:** \_\_\_\_\_% of the gross sales price in U.S. dollars.

**Transaction-Brokers:** \_\_\_\_\_% of the gross sales price in U.S. dollars.

**19. FORFEITURE OF PAYMENTS.** In the event of a forfeiture of payments made by a buyer, the sums received shall be divided between Brokerage Firm and Seller, one-half thereof to Brokerage Firm but not to exceed the Brokerage Firm compensation agreed upon herein, and the balance to Seller. Any forfeiture of payment under this section shall not reduce any Brokerage Firm compensation under § 16.

**20. COST OF SERVICES AND REIMBURSEMENT.** Unless otherwise agreed upon in writing, Brokerage Firm shall bear all expenses incurred by Brokerage Firm, if any, to market the Property and to compensate cooperating brokerage firms, if any. Neither Broker nor Brokerage Firm shall obtain or order any other products or services unless Seller agrees in writing to pay for them promptly when due (examples: surveys, radon tests, soil tests, title reports, engineering studies). Unless otherwise agreed, neither Broker nor Brokerage Firm shall be obligated to advance funds for the benefit of Seller in order to complete a closing. Seller shall reimburse Brokerage Firm for payments made by Brokerage Firm for such products or services authorized by Seller.

**21. MAINTENANCE OF THE PROPERTY.** Neither Broker nor Brokerage Firm shall be responsible for maintenance of the Property nor shall they be liable for damage of any kind occurring to the Property, unless such damage shall be caused by their negligence or intentional misconduct.

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

**23. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this document, Seller 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 contract.

**24. MEDIATION.** If a dispute arises relating to this 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 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.

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

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

**27. ATTACHMENTS.** The following are a part of this contract:

**28. NO OTHER PARTY OR INTENDED BENEFICIARIES.** Nothing in this contract shall be deemed to inure to the benefit of any person other than Seller, Broker and Brokerage Firm.

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

a. **Physical Delivery.** Except as provided in § 29b below, any notice to the other party to this contract must be in writing, and is effective upon physical receipt.

b. **Electronic Delivery.** As an alternative to physical delivery, any signed document and written notice may be delivered in electronic form by the following indicated methods only:  **Facsimile**  **E-mail**  **No Electronic Delivery.** Documents with original signatures shall be provided upon request of any party.

c. **Choice of Law.** This 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.

**30. MODIFICATION OF THIS LISTING CONTRACT.** No subsequent modification of any of the terms of this contract shall be valid, binding upon the parties, or enforceable unless made in writing and signed by the parties.

322 **31. COUNTERPARTS.** If more than one person is named as a Seller herein, this contract may be executed by each Seller, separately,  
323 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  
324 and complete contract between the parties.  
325

326 **32. ENTIRE AGREEMENT.** This agreement constitutes the entire contract between the parties, and any prior agreements, whether oral  
327 or written, have been merged and integrated into this contract.  
328

329 **33. COPY OF CONTRACT.** Seller acknowledges receipt of a copy of this contract signed by Broker, including all attachments.  
330

331 Brokerage Firm authorizes Broker to execute this contract on behalf of Brokerage Firm.  
332

333  
334 Date: \_\_\_\_\_ Date: \_\_\_\_\_  
335

336  
337 Seller \_\_\_\_\_ Seller \_\_\_\_\_  
338

339 Address: \_\_\_\_\_  
340 Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_  
341

342 Email Address: \_\_\_\_\_  
343

344 Date: \_\_\_\_\_  
345

Broker

346 Broker's Name: \_\_\_\_\_  
347

348 Address: \_\_\_\_\_  
349

350 Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_  
351

352 Email Address: \_\_\_\_\_  
353

354 Brokerage Firm's Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_  
Email Address: \_\_\_\_\_