

1 The printed portions of this form, except differentiated additions, have been approved by the Colorado  
2 Real Estate Commission. (LC50-4-05)

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

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

10  
11 **DIFFERENT BROKERAGE RELATIONSHIPS ARE AVAILABLE WHICH INCLUDE**  
12 **BUYER AGENCY, SELLER AGENCY OR TRANSACTION-BROKERAGE.**

13  
14 **EXCLUSIVE RIGHT-TO-SELL LISTING CONTRACT**  
15 **(ALL TYPES OF PROPERTIES)**

16  
17  
18  **SELLER AGENCY**     **TRANSACTION-BROKERAGE**  
19

20  
21 Date: \_\_\_\_\_  
22

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

25  
26 **2. BROKER AND BROKERAGE FIRM.**

27  
28  **a. Multiple-Person Firm.** If this box is checked, the individual designated by Brokerage  
29 Firm to serve as the broker of Seller and to perform the services for Seller required by this contract is  
30 called Broker. If more than one individual is so designated, then references in this contract to Broker  
31 shall include all persons so designated, including substitute or additional brokers. The brokerage  
32 relationship exists only with Broker and does not extend to the employing broker, Brokerage Firm or to  
33 any other brokers employed or engaged by Brokerage Firm who are not so designated.

34  
35  **b. One-Person Firm.** If this box is checked, Broker is a real estate brokerage firm with  
36 only one licensed natural person. References in this contract to Broker or Brokerage Firm mean both the  
37 licensed natural person and brokerage firm who shall serve as the broker of Seller and perform the  
38 services for Seller required by this contract.

39  
40 **3. DEFINED TERMS.**

41  
42 **a. Seller:** \_\_\_\_\_

43  
44 **b. Brokerage Firm:** \_\_\_\_\_

45  
46 **c. Broker:** \_\_\_\_\_  
47  
48

49 **d. Property.** The Property is the following legally described real estate:

50  
51  
52 in the County of \_\_\_\_\_, Colorado,  
53 commonly known as No. \_\_\_\_\_

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

57  
58 **e. Sale.** A Sale is the voluntary transfer or exchange of any interest in the Property or the  
59 voluntary creation of the obligation to convey any interest in the Property, including a contract or lease.  
60 It also includes an agreement to transfer any ownership interest in an entity which owns the Property.

61  
62 **f. Listing Period.** The Listing Period of this contract shall begin on \_\_\_\_\_, and  
63 shall continue through the earlier of (1) completion of the Sale of the Property or (2) \_\_\_\_\_  
64 \_\_\_\_\_. Broker shall continue to assist in the completion of any transaction for  
65 which compensation is payable to Brokerage Firm under § 16 of this contract.

66  
67 **g. Applicability of Terms.** A check or similar mark in a box means that such provision is  
68 applicable. The abbreviation "N/A" means not applicable. The abbreviation "MEC" (mutual execution  
69 of this contract) means the latest date upon which the parties have signed this contract.

70  
71 **4. BROKERAGE SERVICES AND DUTIES.** Brokerage Firm, acting through Broker, shall  
72 provide brokerage services to Seller. The Broker, acting as either a Transaction-Broker or a Seller's  
73 Agent, shall perform the following **Uniform Duties** when working with Seller:

74  
75 **a.** Broker shall exercise reasonable skill and care for Seller, including, but not limited to the  
76 following:

- 77 (1) Performing the terms of any written or oral agreement with Seller;
- 78 (2) Presenting all offers to and from Seller in a timely manner regardless of whether  
79 the Property is subject to a contract for Sale;
- 80 (3) Disclosing to Seller adverse material facts actually known by Broker;
- 81 (4) Advising Seller regarding the transaction and to obtain expert advice as to  
82 material matters about which Broker knows but the specifics of which are beyond  
83 the expertise of Broker;
- 84 (5) Accounting in a timely manner for all money and property received; and
- 85 (6) Keeping Seller fully informed regarding the transaction.

86  
87 **b.** Broker shall not disclose the following information without the informed consent of  
88 Seller:

- 89 (1) That Seller is willing to accept less than the asking price for the Property;
- 90 (2) What the motivating factors are for Seller to sell the Property;
- 91 (3) That Seller will agree to financing terms other than those offered;
- 92 (4) Any material information about Seller unless disclosure is required by law or  
93 failure to disclose such information would constitute fraud or dishonest dealing;  
94 or
- 95 (5) Any facts or suspicions regarding circumstances that could psychologically  
96 impact or stigmatize the Property.

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c. Seller consents to Broker's disclosure of Seller'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 Seller, or use such information to the detriment of Seller.

d. Brokerage Firm may have agreements with other sellers to market and sell their property. Broker may show alternative properties not owned by Seller to other prospective buyers and list competing properties for sale.

e. Broker shall not be obligated to seek additional offers to purchase the Property while the Property is subject to a contract for Sale.

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

g. Seller shall not be liable for the acts of Broker unless such acts are approved, directed or ratified by Seller.

**5. ADDITIONAL DUTIES OF SELLER'S AGENT.** If the Seller Agency box at the top of Page 1 is checked, Broker is a limited agent of Seller (Seller's Agent), with the following additional duties:

a. Promoting the interests of Seller with the utmost good faith, loyalty and fidelity.

b. Seeking a price and terms that are acceptable to Seller.

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

**6. BROKERAGE RELATIONSHIP.**

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-Brokerage box at the top of page 1 is checked, Broker shall act as a Transaction-Broker.

b. **In-Company Transaction – Different Brokers.** When 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. Seller acknowledges that Brokerage Firm is allowed to offer and pay compensation to brokers within Brokerage Firm working with a buyer.

c. **In-Company Transaction – One Broker.** If Seller and buyer are both working with the same broker, Broker shall function as:

142 (1) **SELLER'S AGENT.** If the Seller Agency box at the top of page 1 is checked,  
143 the parties agree the following applies:

144  
145 **Check One Box Only**

147  (a) **Seller Agency.** If this box is checked, Broker shall represent Seller as  
148 Seller's Agent and shall treat the buyer as a customer. A customer is a party to a transaction with whom  
149 Broker has no brokerage relationship. Broker shall disclose to such customer Broker's relationship with  
150 Seller.

151  
152  (b) **Seller Agency Unless Brokerage Relationship with Both.** If this box is  
153 checked, Broker shall represent Seller as Seller's Agent and shall treat the buyer as a customer, unless  
154 Broker currently has or enters into an agency or Transaction-Brokerage relationship with the buyer, in  
155 which case Broker shall act as a Transaction-Broker, performing the duties described in § 4 and  
156 facilitating sales transactions without being an advocate or agent for either party.

157  
158 (2) **TRANSACTION-BROKER.** If the Transaction-Brokerage box at the top of  
159 page 1 is checked, or in the event neither box is checked, Broker shall work with Seller as a Transaction-  
160 Broker. If Seller and buyer are working with the same broker, Broker shall continue to function as a  
161 Transaction-Broker.

162  
163 7. **SELLER'S OBLIGATIONS TO BROKER.** Seller agrees to conduct all negotiations for the  
164 Sale of the Property only through Broker, and to refer to Broker all communications received in any  
165 form from real estate brokers, prospective buyers, tenants or any other source during the Listing Period  
166 of this contract. Seller represents that Seller  **Is**  **Is Not** currently a party to any listing agreement  
167 with any other broker to sell the Property.

168  
169 8. **PRICE AND TERMS.**

170  
171 a. **Price.** U.S. \$ \_\_\_\_\_

172  
173 b. **Terms.**  **Cash**  **Conventional**  **FHA**  **VA**  
174  **Other:** \_\_\_\_\_

175  
176  
177 c. **Loan Discount Points.** \_\_\_\_\_  
178 \_\_\_\_\_  
179 \_\_\_\_\_

180  
181 d. **Buyer's Closing Costs (FHA/VA).** Seller shall pay closing costs and fees that Buyer is  
182 not allowed to pay, in an amount not to exceed \$ \_\_\_\_\_ for only the following items: third party  
183 document preparation, tax service, tax certificate and \_\_\_\_\_  
184 \_\_\_\_\_.

185  
186 e. **Earnest Money.** Minimum amount of earnest money deposit U.S. \$ \_\_\_\_\_ in the  
187 form of \_\_\_\_\_.

188  
189 f. **Seller Proceeds.** Seller will receive net proceeds of closing as indicated:

190  **Cashier's Check** at Seller's expense;  **Funds Electronically Transferred (Wire Transfer)** to an  
191 account specified by Seller, at Seller's expense; or  **Closing Company's Trust Account Check**.

192  
193 **g. Advisory-Tax Withholding.** The Internal Revenue Service and the Colorado  
194 Department of Revenue may require closing company to withhold a substantial portion of the proceeds  
195 of this Sale when Seller either (1) is a foreign person or (2) will not be a Colorado resident after closing.  
196 Seller should inquire of Seller's tax advisor to determine if withholding applies or if an exemption exists.

197  
198 **9. DEPOSITS.** Brokerage Firm is authorized to accept earnest money deposits received by Broker  
199 pursuant to a proposed Sale contract. Brokerage Firm is authorized to deliver the earnest money deposit  
200 to the closing agent, if any, at or before the closing of the Sale contract.

201  
202 **10. INCLUSIONS AND EXCLUSIONS.**

203  
204 **a. Inclusions.** The Purchase Price includes the following items (Inclusions):

205  
206 **(1) Fixtures.** If attached to the Property on the date of this contract, lighting, heating,  
207 plumbing, ventilating, and air conditioning fixtures, TV antennas, inside telephone wiring and  
208 connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, built-in kitchen appliances,  
209 sprinkler systems and controls, built-in vacuum systems (including accessories), garage door openers  
210 including \_\_\_\_ remote controls;

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213  
214 **(2) Personal Property.** If on the Property whether attached or not on the date of this  
215 contract: storm windows, storm doors, window and porch shades, awnings, blinds, screens, window  
216 coverings, curtain rods, drapery rods, fireplace inserts, fireplace screens, fireplace grates, heating stoves,  
217 storage sheds, and all keys. If checked, the following are included:  **Water Softeners**  
218  **Smoke/Fire Detectors**  **Security Systems**  **Satellite Systems** (including satellite dishes); and

219  
220 \_\_\_\_\_  
221 The Personal Property to be conveyed at closing shall be conveyed, by Seller, free and clear of  
222 all taxes (except personal property taxes for the year of closing), liens and encumbrances, except \_\_\_\_\_

223  
224 \_\_\_\_\_  
225 Conveyance shall be by bill of sale or other applicable legal instrument.

226 **(3) Trade Fixtures.** The following trade fixtures: \_\_\_\_\_

227  
228 \_\_\_\_\_  
229 The Trade Fixtures to be conveyed at closing shall be conveyed, by Seller, free and clear of all  
230 taxes (except personal property taxes for the year of closing), liens and encumbrances, except \_\_\_\_\_

231  
232 \_\_\_\_\_  
233 Conveyance shall be by bill of sale or other applicable legal instrument.

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

236  
237 \_\_\_\_\_

238 (5) **Water Rights.** The following legally described water rights:  
239

240 Any water rights shall be conveyed by \_\_\_\_\_ deed or other applicable legal  
241 instrument. The Well Permit # is \_\_\_\_\_.

242  
243 (6) **Growing Crops.** The following growing crops:  
244

245 b. **Exclusions.** The following are excluded: \_\_\_\_\_  
246  
247 \_\_\_\_\_  
248

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

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

261 The Property is subject to the following leases and tenancies: \_\_\_\_\_  
262 \_\_\_\_\_

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

267  
268 **12. EVIDENCE OF TITLE.** Seller agrees to furnish buyer, at Seller's expense, a current  
269 commitment and an owner's title insurance policy in an amount equal to the Purchase Price in the form  
270 specified in the Sale contract, or if this box is checked,  **An Abstract of Title** certified to a current  
271 date.  
272

273 **13. ASSOCIATION ASSESSMENTS.** Seller represents that the amount of the regular owners'  
274 association assessment is currently payable at \$\_\_\_\_\_ per \_\_\_\_\_ and that there  
275 are no unpaid regular or special assessments against the Property except the current regular assessments  
276 and except \_\_\_\_\_.  
277 Seller agrees to promptly request the owners' association to deliver to buyer before date of closing a  
278 current statement of assessments against the Property.  
279

280 **14. POSSESSION.** Possession of the Property shall be delivered to buyer as follows:  
281 \_\_\_\_\_

282 subject to leases and tenancies as described in §11.  
283

284 **15. MATERIAL DEFECTS, DISCLOSURES AND INSPECTION.**  
285

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

294           **b. Seller's Obligations.**

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

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

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

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

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

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

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

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

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

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

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337 **c. When Applicable and Payable.** The commission obligation shall apply to a Sale made  
338 during the Listing Period or any extension of such original or extended term. The commission described  
339 in subsection 16a(1) shall be payable at the time of the closing of the Sale as contemplated by subsection  
340 16b(1) or 16b(3), or upon fulfillment of subsection 16b(2) where either the offer made by such buyer is  
341 defeated by Seller or by the refusal or neglect of Seller to consummate the Sale as agreed upon.

342  
343 **d. Lease and Lease Option Commissions.** If the transaction consists of a lease or a lease  
344 and right to purchase the Property, the commission relating to the lease shall be as provided in  
345 subsection 16a(2), payable as follows: \_\_\_\_\_

346  
347 **e. Other Compensation.** \_\_\_\_\_

348  
349 **17. LIMITATION ON THIRD-PARTY COMPENSATION.** Neither Broker nor the Brokerage  
350 Firm, except as set forth in § 16, shall accept compensation from any other person or entity in  
351 connection with the Property without the written consent of Seller. Additionally, neither Broker nor  
352 Brokerage Firm shall assess or receive mark-ups or other compensation for services performed by any  
353 third party or affiliated business entity unless Seller signs a separate written consent.

354  
355 **18. OTHER BROKERS' ASSISTANCE, MULTIPLE LISTING SERVICE AND**  
356 **MARKETING.** Seller has been advised by Broker of the advantages and disadvantages of various  
357 marketing methods, the use of multiple listing services and various methods of making the Property  
358 accessible by other brokerage firms (e.g., using lock boxes, by-appointment-only showings, etc.), and  
359 whether some methods may limit the ability of another broker to show the Property. After having been  
360 so advised, Seller has chosen the following (check all that apply):

361  
362 **a.** The Property:  
363  **Shall**  **Shall Not** be submitted to one or more multiple listing services.  
364  **Shall**  **Shall Not** be submitted to one or more property information exchanges.  
365 Seller authorizes the use of electronic and all other marketing methods except: \_\_\_\_\_

366  
367 \_\_\_\_\_  
368 Seller further authorizes use of the data by multiple listing services and property  
369 information exchanges, if any.

370 Access to the Property by other brokerage firms may be by:  
371  **Lock Box**  
372  \_\_\_\_\_  
373 Other instructions: \_\_\_\_\_

374  
375 **b.** Broker shall seek assistance from, and Brokerage Firm offers compensation to, the  
376 following brokers outside of Brokerage Firm:  
377  **Buyer Agents:** \_\_\_\_\_ % of the gross sales price in U.S. dollars.  
378  **Transaction-Brokers:** \_\_\_\_\_ % of the gross sales price in U.S. dollars.

379 **19. FORFEITURE OF PAYMENTS.** In the event of a forfeiture of payments made by a buyer,  
380 the sums received shall be divided between Brokerage Firm and Seller, one-half thereof to Brokerage



381 Firm but not to exceed the Brokerage Firm compensation agreed upon herein, and the balance to Seller.  
382 Any forfeiture of payment under this section shall not reduce any Brokerage Firm compensation under  
383 § 16.  
384

385 **20. COST OF SERVICES AND REIMBURSEMENT.** Unless otherwise agreed upon in writing,  
386 Brokerage Firm shall bear all expenses incurred by Brokerage Firm, if any, to market the Property and  
387 to compensate cooperating brokerage firms, if any. Neither Broker nor Brokerage Firm shall obtain or  
388 order any other products or services unless Seller agrees in writing to pay for them promptly when due  
389 (examples: surveys, radon tests, soil tests, title reports, engineering studies). Unless otherwise agreed,  
390 neither Broker nor Brokerage Firm shall be obligated to advance funds for the benefit of Seller in order  
391 to complete a closing. Seller shall reimburse Brokerage Firm for payments made by Brokerage Firm for  
392 such products or services authorized by Seller.  
393

394 **21. MAINTENANCE OF THE PROPERTY.** Neither Broker nor Brokerage Firm shall be  
395 responsible for maintenance of the Property nor shall they be liable for damage of any kind occurring to  
396 the Property, unless such damage shall be caused by their negligence or intentional misconduct.  
397

398 **22. NONDISCRIMINATION.** The parties agree not to discriminate unlawfully against any  
399 prospective buyer because of the race, creed, color, sex, marital status, national origin, familial status,  
400 physical or mental handicap, religion or ancestry of such person.  
401

402 **23. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this document,  
403 Seller acknowledges that Broker has advised that this document has important legal consequences and  
404 has recommended consultation with legal and tax or other counsel before signing this contract.  
405

406 **24. MEDIATION.** If a dispute arises relating to this contract, prior to or after closing, and is not  
407 resolved, the parties shall first proceed in good faith to submit the matter to mediation. Mediation is a  
408 process in which the parties meet with an impartial person who helps to resolve the dispute informally  
409 and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree  
410 before any settlement is binding. The parties will jointly appoint an acceptable mediator and will share  
411 equally in the cost of such mediation. The mediation, unless otherwise agreed, shall terminate in the  
412 event the entire dispute is not resolved within 30 calendar days of the date written notice requesting  
413 mediation is sent by one party to the other at the party's last known address.  
414

415 **25. ATTORNEY FEES.** In the event of any arbitration or litigation relating to this contract, the  
416 arbitrator or court shall award to the prevailing party all reasonable costs and expenses, including  
417 attorney and legal fees.  
418

419 **26. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved  
420 by the Colorado Real Estate Commission.)  
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423  
424 **27. ATTACHMENTS.** The following are a part of this contract:  
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428 **28. NOTICE, DELIVERY AND CHOICE OF LAW.**

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**a. Physical Delivery.** Except for the notice requesting mediation described in § 24 and except as provided in § 28b below, any notice to the other party to this contract must be in writing, and is effective upon 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**  **None.** 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.

**29. 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.

**30. COUNTERPARTS.** If more than one person is named as a Seller herein, this contract may be executed by each Seller, 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.

**31. 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 contract.

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

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

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

\_\_\_\_\_  
Seller Seller

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

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

Broker

Broker's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

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