

The printed portions of this form have been approved by the Colorado Real Estate Commission. (BC 17-6-01)

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 brokers is not set by law. Such charges are established by each real estate broker.

DIFFERENT BROKERAGE RELATIONSHIPS ARE AVAILABLE WHICH INCLUDE BUYER AGENCY, SELLER AGENCY, SUBAGENCY, DUAL AGENCY OR TRANSACTION-BROKER.

EXCLUSIVE RIGHT-TO-BUY CONTRACT
(BUYER AGENCY)
(FOR ALL TYPES OF PROPERTIES)

Date: December 08, 2001

1. AGREEMENT. The parties agree that Buyer irrevocably engages Broker as Buyer's exclusive agent to represent Buyer in acquiring real estate as described in § 2c. Broker is the limited agent of Buyer and will represent only Buyer, except as stated in § 4 and § 10. 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 contract. Buyer and Broker agree to the terms and conditions set forth in this contract.

2. DEFINED TERMS.

a. Buyer:

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

b. Broker:

Name of Company

c. Property. Property means real estate which substantially meets the following requirements or similar real estate acceptable to Buyer:

d. Purchase. Purchase means the voluntary acquisition of any interest in the Property or the voluntary creation of the right to acquire any interest in the Property (including a contract or lease).

e. Term. The Term of this contract shall begin _____, and shall continue until the earlier of (i) completion of the Purchase of the Property or (ii) _____. Broker shall continue to assist in the completion of any transaction for which a Success Fee is payable to Broker under § 7a.

f. Applicability of Terms. A check or similar mark in a box means that such provision is applicable. The abbreviation "N/A" means not applicable.

3. SHOWING PROPERTIES. Buyer acknowledges that Broker has explained the possible methods used by listing brokers and sellers to show properties and the limitations on Buyer and Broker being able to access properties due to such methods. Broker's showing limitations are:

4. IN-COMPANY TRANSACTION(S). When the same brokerage company represents or assists both parties to a transaction, it is called an In-Company Transaction. The following attached addendum applies to In-Company Transaction(s):

- Dual Agency Addendum**
- Transaction-Broker Addendum**
- None**

5. BROKER'S SERVICES. Broker will exercise reasonable skill and care for Buyer, and make reasonable efforts to locate the Property.

a. Broker will promote the interests of Buyer with the utmost good faith, loyalty, and fidelity, including but not limited to:

- (1) Seeking a price and terms which are acceptable to Buyer, except that Broker shall not be obligated to seek other properties while Buyer is a party to a contract to purchase the Property;
- (2) Procuring acceptance of any offer to purchase the Property and to assist in the completion of the transaction;
- (3) 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;

- 71 (4) Disclosing to Buyer adverse material facts actually known to Broker;
- 72 (5) Counseling Buyer as to any material benefits or risks of the transaction which are actually known
- 73 to Broker;
- 74 (6) Advising Buyer to obtain expert advice as to material matters about which Broker knows but the
- 75 specifics of which are beyond the expertise of Broker;
- 76 (7) Accounting in a timely manner for all money and property received, and
- 77 (8) Informing Buyer that Buyer may be vicariously liable for the acts of Broker when Broker is acting
- 78 within the scope of the agency relationship.
- 79 b. Broker shall **not** disclose to the seller or any other third party, without the informed consent of Buyer:
- 80 (1) That Buyer is willing to pay more than the purchase price for the Property;
- 81 (2) What Buyer's motivating factor(s) are;
- 82 (3) That Buyer will agree to financing terms other than those offered;
- 83 (4) Any material information about Buyer unless disclosure is required by law or failure to disclose such
- 84 information would constitute fraud or dishonest dealing; and
- 85 (5) Any facts or suspicions regarding circumstances which would psychologically impact or stigmatize
- 86 the Property.
- 87 c. Broker shall disclose to any prospective seller all adverse material facts actually known by Broker, including
- 88 but not limited to adverse material facts concerning Buyer's financial ability to perform the terms of the
- 89 transaction and whether Buyer intends to occupy the Property as a principal residence.
- 90 d. Broker shall make submissions to Buyer describing and identifying properties appearing to substantially
- 91 meet the criteria set forth in § 2c.

92
 93 **6. COSTS OF SERVICES OR PRODUCTS OBTAINED FROM OUTSIDE SOURCES.** Broker will not obtain
 94 or order products or services from outside sources unless Buyer has agreed to pay for them promptly when due (examples:
 95 surveys, soil tests, radon tests, title reports, engineering studies, property inspections). Broker shall not be obligated to
 96 advance funds for Buyer. Buyer shall reimburse Broker for payments made by Broker for such other products or services
 97 authorized by Buyer.
 98

99 **7. COMPENSATION TO BROKER.** In consideration of the services to be performed by Broker, Buyer shall pay
 100 Broker as set forth in this Section, with no discount or allowance for any efforts made by Buyer or any other person.

101
 102 a. **Success Fee.** Broker shall be paid a fee equal to the greater of \$ _____ or _____ % of
 103 the purchase price. The Success Fee is earned upon the Purchase of the Property and is payable upon closing of the
 104 transaction(s). If any transaction fails to close as a result of Seller's default, with no fault on the part of Buyer, the
 105 Success Fee shall be waived. If any transaction fails to close as a result of Buyer's default, in whole or in part, the
 106 Success Fee shall not be waived. This fee shall apply to Property contracted for during the Term of this contract or
 107 any extension(s) and shall also apply to Property contracted for within _____ days after this contract expires or is
 108 terminated (Holdover Period) if the Property is one on which Broker negotiated and if Broker submitted its address
 109 in writing to Buyer during the Term. Provided, however, if a commission is earned by another licensed real estate
 110 broker acting pursuant to an agreement with Buyer entered into during the Holdover Period, Buyer shall owe no
 111 commission to Broker under this subsection.
 112

113 Broker is authorized and instructed to request payment of Broker's fee in any of the following indicated methods:

- 114 **By Listing Company**
- 115 **By Seller from the Transaction**
- 116 **Other:**
- 117 _____

118
 119 Unless Broker is paid as set forth above, Buyer is obligated to pay Broker's fee.

120
 121 b. **Hourly Fee.** Buyer shall pay to Broker at the rate of \$ _____ per hour for time spent by Broker
 122 pursuant to this contract, to be paid to Broker when billed to Buyer.
 123

124 c. **Retainer Fee.** Buyer shall pay Broker a nonrefundable retainer fee of \$ _____ due and payable
 125 upon signing of this contract. This amount **Shall** **Shall Not** be credited against fees payable to Broker
 126 in this § 7.
 127

128 d. **Other.**
 129 _____

130
 131 **8. LIMITATION ON THIRD-PARTY COMPENSATION.** Except as set forth in § 7, Broker shall not accept
 132 compensation from the seller or the Listing Company, without the written consent of Buyer. Additionally, Broker shall not
 133 be permitted to assess and receive mark-ups or other compensation for services performed by any third party or affiliated
 134 business entity unless Buyer signs a separate written consent for such services.
 135

136 **9. DISCLOSURE OF BUYER'S IDENTITY.** Broker **Does** **DoesNot** have Buyer's permission to disclose
 137 Buyer's identity to third parties without prior written consent of Buyer.
 138

139 **10. OTHER BUYERS.** Buyer acknowledges that under Colorado law, Broker may show properties in which Buyer is
 140 interested to other prospective buyers without breaching any duty or obligation to Buyer.
 141

142 **11. ASSIGNMENT BY BUYER.** Buyer shall not assign this contract without Broker's written consent.
 143

144 **12. NONDISCRIMINATION.** The parties agree not to discriminate unlawfully against any prospective seller because
 145 of the race, creed, color, sex, marital status, national origin, familial status, physical or mental handicap, religion or ancestry
 146 of such person.
 147

148 **13. MEGAN'S LAW.** If the presence of a registered sex offender is a matter of concern to Buyer, Buyer understands

149 that Buyer must contact local law enforcement officials regarding obtaining such information.

150
151 **14. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this document, Buyer acknowledges
152 that Broker has advised Buyer that this document has important legal consequences and has recommended consultation
153 with legal, tax or other counsel, before signing this contract.

154
155 **15. MEDIATION.** If a dispute arises relating to this contract, prior to or after Closing, and is not resolved, the parties
156 shall first proceed in good faith to submit the matter to mediation. Mediation is a process in which the parties meet with an
157 impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding
158 decisions. The parties to the dispute must agree before any settlement is binding. The parties will jointly appoint an
159 acceptable mediator and will share equally in the cost of such mediation. The mediation, unless otherwise agreed, shall
160 terminate in the event the entire dispute is not resolved within thirty (30) calendar days from the date written notice
161 requesting mediation is sent by one party to the other(s).

162
163 **16. ATTORNEY FEES.** In case of arbitration or litigation between Buyer and Broker in their respective capacities,
164 the parties agree that costs and reasonable attorney fees shall be awarded to the prevailing party.

165
166 **17. ADDITIONAL PROVISIONS.** (The language of these additional provisions has not been approved by the
167 Colorado Real Estate Commission.)

168
169
170 **18. ATTACHMENTS.** The following exhibits, attachments, and addenda are a part of this contract:

171
172
173 **19. FACSIMILE AND ELECTRONIC SIGNATURES.** Signatures **May** **May Not** be evidenced by facsimile,
174 and **May** **May Not** be evidenced by electronic signatures. Documents with original signatures shall be provided
175 upon request of any party.

176
177 **20. MODIFICATION OF THIS CONTRACT.** No subsequent modification of any of the terms of this contract shall
178 be valid, binding upon the parties, or enforceable unless in writing and signed by the parties.

179
180 **21. COUNTERPARTS.** If more than one person is named as a Buyer herein, this contract may be executed by each
181 Buyer, individually, and when so executed, such copies taken together with one executed by Broker shall be deemed to be a
182 full and complete contract between the parties.

183
184 **22. ENTIRE AGREEMENT.** This contract constitutes the entire agreement between the parties and any prior
185 agreements, whether oral or written, have been merged and integrated into this contract.

186
187 **23. COPY OF CONTRACT.** Buyer acknowledges receipt of a copy of this contract signed by Broker, including all
188 attachments.

189
190
191
192 **BUYER AND BROKER ACKNOWLEDGE THAT BROKER HAS REVIEWED WITH BUYER**
193 **A COPY OF THE APPLICABLE COLORADO REAL ESTATE COMMISSION CONTRACT**
194 **TO BUY AND SELL REAL ESTATE FORM.**

195
196
197 Accepted:

Advantage Real Estate
P.O. Box 266
57 Edwards Access Road, #18
Edwards, CO 81632
Phone: 970-926-1155, Fax: 970-926-1134

By: _____

Signature **Roger N. Pack**

Date

198 Broker's Email Address _____

199
200 Buyer

BUYER _____

201 Buyer's Email Address _____