

1 The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
2 (BC60-8-10) (Mandatory 1-11)

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

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

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

10
11 **EXCLUSIVE RIGHT-TO-BUY LISTING CONTRACT**

12 **BUYER AGENCY** **TRANSACTION-BROKERAGE**

13
14 Date: _____

15 **1. AGREEMENT.** Buyer and Brokerage Firm enter into this exclusive, irrevocable contract (Buyer Listing Contract) as of the
16 date set forth above.

17 **2. BROKER AND BROKERAGE FIRM.**

18 **2.1. Multiple-Person Firm.** If this box is checked, the individual designated by Brokerage Firm to serve as the broker of
19 Buyer and to perform the services for Buyer required by this Buyer Listing Contract is called Broker. If more than one individual
20 is so designated, then references in this Buyer Listing Contract to Broker shall include all persons so designated, including
21 substitute or additional brokers. The brokerage relationship exists only with Broker and does not extend to the employing broker,
22 Brokerage Firm or to any other brokers employed or engaged by Brokerage Firm who are not so designated.

23 **2.2. One-Person Firm.** If this box is checked, Broker is a real estate brokerage firm with only one licensed natural person.
24 References in this Buyer Listing Contract to Broker or Brokerage Firm mean both the licensed natural person and brokerage firm,
25 who serve as the broker of Buyer and perform the services for Buyer required by this Buyer Listing Contract.

26 **3. DEFINED TERMS.**

27 **3.1. Buyer:** _____

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

29 **3.2. Brokerage Firm:** _____

30 **3.3. Broker:** _____

31 **3.4. Property.** Property means real estate which substantially meets the following requirements or similar real estate
32 acceptable to Buyer:

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36 **3.5. Purchase.**

37 **3.5.1.** Purchase means the acquisition of any interest in the Property or the creation of the right to acquire any
38 interest in the Property (including a contract or lease). It also includes an agreement to acquire any ownership interest in an entity
39 that owns the Property.

40 **3.5.2.** If this box is checked, Buyer authorizes Broker to negotiate a lease of the Property. Lease of the Property or
41 Lease means any lease of an interest in the Property.

42 **3.6. Term.** The Term of this Buyer Listing Contract shall begin on _____, and shall continue through
43 the earlier of (1) completion of the Purchase of the Property or Lease of the Property or (2) _____.
44 Broker shall continue to assist in the completion of any purchase or lease for which compensation is payable to Brokerage Firm
45 under § 7 of this Buyer Listing Contract.

46 **3.7. Applicability of Terms.** A check or similar mark in a box means that such provision is applicable. The abbreviation
47 "N/A" or the word "Deleted" means not applicable. The abbreviation "MEC" (mutual execution of this contract) means the date upon
48 which both parties have signed this Buyer Listing Contract.

49 **3.8. Day; Computation of Period of Days, Deadline.**

50 **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.,
51 United States Mountain Time (Standard or Daylight Savings as applicable).

52 **3.8.2. Computation of Period of Days, Deadline.** In computing a period of days, when the ending date is not
53 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,
54 Sunday or federal or Colorado state holiday (Holiday), such deadline **Shall** **Shall Not** be extended to the next day that is
55 not a Saturday, Sunday or Holiday. Should neither box be checked, the deadline shall not be extended.

56 **4. BROKERAGE RELATIONSHIP.**

57 **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
58 (Buyer's Agent). If the Transaction-Brokerage box at the top of page 1 is checked, Broker shall act as a Transaction-Broker.

59 **4.2. In-Company Transaction – Different Brokers.** When the seller and Buyer in a transaction are working with different
60 brokers, those brokers continue to conduct themselves consistent with the brokerage relationships they have established. Buyer
61 acknowledges that Brokerage Firm is allowed to offer and pay compensation to brokers within Brokerage Firm working with a
62 seller.

63 **4.3. In-Company Transaction – One Broker.** If the seller and Buyer are both working with the same Broker, Broker shall
64 function as:

65 **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:

66 **4.3.1.1. Buyer Agency Only.** Unless the box in § 4.3.1.2 (**Buyer Agency Unless Brokerage Relationship**
67 **with Both**) is checked, Broker shall represent Buyer as Buyer's Agent and shall treat the seller as a customer. A customer is a
68 party to a transaction with whom Broker has no brokerage relationship. Broker shall disclose to such customer Broker's
69 relationship with Buyer.

70 **4.3.1.2. Buyer Agency Unless Brokerage Relationship with Both.** If this box is checked, Broker shall
71 represent Buyer as Buyer's Agent and shall treat the seller as a customer, unless Broker currently has or enters into an agency or
72 Transaction-Brokerage relationship with the seller, in which case Broker shall act as a Transaction-Broker.

73 **4.3.2. Transaction-Broker.** If the Transaction-Brokerage box at the top of page 1 is checked, or in the event neither
74 box is checked, Broker shall work with Buyer as a Transaction-Broker. A Transaction-Broker shall perform the duties described in
75 § 5 and facilitate purchase transactions without being an advocate or agent for either party. If the seller and Buyer are working
76 with the same broker, Broker shall continue to function as a Transaction-Broker.

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

79 **5.1.** Broker shall exercise reasonable skill and care for Buyer, including but not limited to the following:

80 **5.1.1.** Performing the terms of any written or oral agreement with Buyer;

81 **5.1.2.** Presenting all offers to and from Buyer in a timely manner regardless of whether Buyer is already a party to a
82 contract to Purchase the Property;

83 **5.1.3.** Disclosing to Buyer adverse material facts actually known by Broker;

84 **5.1.4.** Advising Buyer regarding the transaction and advising Buyer to obtain expert advice as to material matters
85 about which Broker knows but the specifics of which are beyond the expertise of Broker;

86 **5.1.5.** Accounting in a timely manner for all money and property received; and

87 **5.1.6.** Keeping Buyer fully informed regarding the transaction.

88 **5.2.** Broker shall not disclose the following information without the informed consent of Buyer:

89 **5.2.1.** That Buyer is willing to pay more than the purchase price offered for the Property;

90 **5.2.2.** What Buyer's motivating factors are;

91 **5.2.3.** That Buyer will agree to financing terms other than those offered;

92 **5.2.4.** Any material information about Buyer unless disclosure is required by law or failure to disclose such
93 information would constitute fraud or dishonest dealing; or

94 **5.2.5.** Any facts or suspicions regarding circumstances that could psychologically impact or stigmatize the Property.

95 **5.3.** Buyer consents to Broker's disclosure of Buyer's confidential information to the supervising broker or designee for the
96 purpose of proper supervision, provided such supervising broker or designee shall not further disclose such information without
97 consent of Buyer, or use such information to the detriment of Buyer.

98 **5.4.** Broker may show properties in which the Buyer is interested to other prospective buyers without breaching any duty or
99 obligation to such Buyer. Broker shall not be prohibited from showing competing buyers the same property and from assisting
100 competing buyers in attempting to purchase a particular property.

101 **5.5.** Broker shall not be obligated to seek other properties while Buyer is already a party to a contract to purchase property.

102 **5.6.** Broker has no duty to conduct an independent inspection of the Property for the benefit of Buyer and has no duty to
103 independently verify the accuracy or completeness of statements made by a seller or independent inspectors. Broker has no duty to
104 conduct an independent investigation of Buyer's financial condition or to verify the accuracy or completeness of any statement
105 made by Buyer.

106 **5.7.** Broker shall disclose to any prospective seller all adverse material facts actually known by Broker, including but not
107 limited to adverse material facts concerning Buyer's financial ability to perform the terms of the transaction and whether Buyer
108 intends to occupy the Property as a principal residence.

109 **5.8.** Buyer understands that Buyer shall not be liable for Broker's acts or omissions that have not been approved, directed,
110 or ratified by Buyer.

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

113 **6.1.** Promoting the interests of Buyer with the utmost good faith, loyalty and fidelity;

114 **6.2.** Seeking a price and terms that are acceptable to Buyer; and

115 **6.3.** Counseling Buyer as to any material benefits or risks of a transaction that are actually known by Broker.

116 **7. COMPENSATION TO BROKERAGE FIRM.** In consideration of the services to be performed by Broker, Brokerage Firm
117 shall be paid as set forth in this section, with no discount or allowance for any efforts made by Buyer or any other person.
118 Brokerage Firm shall be entitled to receive additional compensation, bonuses, and incentives paid by listing brokerage firm or
119 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
120 copy to Buyer, upon written request of Buyer.

121 **Check Compensation Arrangement:**

122 **7.1. Listing Brokerage Firm or Seller May Pay. Buyer IS Obligated to Pay.** Broker is authorized and instructed to request
123 payment of the Brokerage Firm's fee from the listing brokerage firm or seller. Buyer shall be obligated to pay any portion of
124 Brokerage Firm's fee as described in § 7.2 which is not paid by the listing brokerage firm or seller.

125 **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
126 the box in § 7.3 (**Listing Brokerage Firm or Seller May Pay. Buyer is NOT Obligated to Pay**) is checked.

127 **7.2.1. Success Fee.** Brokerage Firm shall be paid by Buyer as follows:

128 **7.2.1.1. Amount.** A fee equal to _____% of the purchase price, but not less than \$ _____, except
129 as provided in § 7.2.1.2.

130 **7.2.1.2. Adjusted Amount.** See Section 18. Additional Provisions or Other _____

131 **7.2.1.3. When Earned.** The Success Fee is earned by the Brokerage Firm upon the Purchase of the Property
132 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
133 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,
134 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
135 the closing of the transaction was to have occurred.

136 **7.2.2. Hourly Fee.** Brokerage Firm shall be paid \$ _____ per hour for time spent by Broker pursuant to this
137 Buyer Listing Contract, up to a maximum total fee of \$ _____. This hourly fee shall be paid to Brokerage Firm upon receipt
138 of an invoice from Brokerage Firm.

139 **7.2.3. Retainer Fee.** Buyer shall pay Brokerage Firm a nonrefundable retainer fee of \$ _____ due and payable
140 upon signing of this Buyer Listing Contract. This amount Shall Shall Not be credited against other fees payable to
141 Brokerage Firm under this section.

142 **7.2.4. Other Compensation.** _____

143 **7.3. Listing Brokerage Firm or Seller May Pay. Buyer is NOT Obligated to Pay.** Broker is authorized to obtain payment
144 of the Brokerage Firm's fee from the listing brokerage firm or seller. Provided Buyer has fulfilled Buyer's obligations in this Buyer
145 Listing Contract, Buyer shall not be obligated to pay Brokerage Firm's fee.

146 If no box is checked above, then § 7.2 (**Buyer Will Pay**) shall apply.

147 **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
148 entire fee from listing brokerage firm or landlord, Buyer shall pay the Brokerage Firm a fee as follows, less any amounts paid by
149 the listing brokerage firm or landlord:

150 **7.4.1. Amount.** \$ _____ Per Square Foot per _____, up to a maximum of _____; or _____ %
151 of the Net Gross amount of rent payable under the lease up to a maximum of _____.

152 **7.4.2. Adjusted Amount.** See Section 18. Additional Provisions or Other _____.

153 **7.4.3. Other.** _____

154 **7.4.4. When Earned.** This lease fee is earned upon the execution of the Lease. One-half of this lease fee shall be
155 paid upon mutual execution of the Lease and one-half upon possession of the premises by tenant or as follows: _____

156 _____ If the Lease, executed after the date of this Buyer Listing Contract, contains an option to extend or
157 renew, Brokerage Firm Shall Shall Not be paid a fee upon exercise of such extension or renewal option. If Brokerage Firm
158 is to be paid a fee for such extension or renewal, the amount of such fee and its payment shall be as follows: _____

159 _____
160 **7.5. Holdover Period.** Brokerage Firm's fee shall apply to Property contracted for (or leased if § 3.5.2 is checked) during
161 the Term of this Buyer Listing Contract or any extensions and shall also apply to Property contracted for or leased within _____
162 calendar days after this Buyer Listing Contract expires or is terminated (Holdover Period) (1) if the Property is one on which
163 Broker negotiated and (2) if Broker submitted its address or other description in writing to Buyer during the Term, (Submitted
164 Property). Provided, however, Buyer Shall Shall Not owe the compensation to Broker under §§ 7.2.1, 7.2.2, 7.2.4 and 7.4

165 as indicated, if a commission is earned by another real estate brokerage firm acting pursuant to an exclusive agreement with Buyer
166 entered into during the Holdover Period, and a Sale or Lease of the Submitted Property is consummated. If no box is checked
167 above in this § 7.5, then Buyer shall not owe the commission to Brokerage Firm.

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

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

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

181 **11. BROKERAGE SERVICES: SHOWING PREMISES.**

182 **11.1. Brokerage Services.** The Broker shall provide brokerage services to Buyer. The following additional tasks shall be
183 performed by Broker:

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187 **11.2. Showing Properties.** Buyer acknowledges that Broker has explained the possible methods used by listing brokers and
188 sellers to show properties, and the limitations (if any) on Buyer and Broker being able to access properties due to such methods.
189 Broker's limitations on accessing premises are as follows: _____
190 Broker, through Brokerage Firm, has access to the following multiple listing services and property information services:
191 _____

192 **12. DISCLOSURE OF BUYER'S IDENTITY.** Broker Does Does Not have Buyer's permission to disclose Buyer's
193 identity to third parties without prior written consent of Buyer.

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

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

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

202 **16. MEDIATION.** If a dispute arises relating to this Buyer Listing Contract, prior to or after closing, and is not resolved, the
203 parties shall first proceed in good faith to submit the matter to mediation. Mediation is a process in which the parties meet with an
204 impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The
205 parties to the dispute must agree, in writing, before any settlement is binding. The parties will jointly appoint an acceptable
206 mediator and will share equally in the cost of such mediation. The mediation, unless otherwise agreed, shall terminate in the event
207 the entire dispute is not resolved within 30 calendar days of the date written notice requesting mediation is delivered by one party
208 to the other at the party's last known address.

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

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