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2.5. Day; Computation of Period of Days, Deadline.

2.5.1 Day. As used in this 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).

2.5.2 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 not a Saturday, Sunday or Holiday. Should neither box be checked, the deadline shall not be extended.

3. INCLUSIONS AND EXCLUSIONS.

3.1. Inclusions. The Purchase Price includes the following items (Inclusions):

3.1.1. Fixtures. If attached to the Property on the date of this Contract, lighting, heating, plumbing, ventilating, and air conditioning fixtures, TV antennas, inside telephone network and coaxial cable wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, built-in kitchen appliances, sprinkler systems and controls, built-in vacuum systems (including accessories), garage door openers including remote controls; and _____.

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

3.1.3. Other Inclusions.

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

3.1.4. Trade Fixtures. With respect to trade fixtures, Seller and Buyer agree as follows:

The Trade Fixtures to be conveyed at Closing shall be conveyed by Seller free and clear of all taxes (except personal property taxes for the year of Closing), liens and encumbrances, except _____. Conveyance shall be by bill of sale or other applicable legal instrument.

3.1.5. Parking and Storage Facilities. Use Only Ownership of the following parking facilities: _____; and Use Only Ownership of the following storage facilities: _____.

3.1.6. Water Rights. The following legally described water rights:

Any water rights shall be conveyed by _____ Deed Other applicable legal instrument. **If any water well is to be transferred to Buyer, Seller agrees to supply required information about such well to Buyer. Buyer understands that if the well to be transferred is a Small Capacity Well or a Domestic Exempt Water Well used for ordinary household purposes, Buyer shall, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer shall complete a registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in connection with the transaction, Buyer shall file the form with the Division within sixty days after Closing.** ~~If well rights are to be transferred to Buyer, Seller agrees to supply the required information to Buyer for Buyer to submit, and also, if required, a Change in Ownership form as promulgated by the Colorado State Engineer's office.~~ The Well Permit # is _____.

3.1.7. Growing Crops. With respect to growing crops, Seller and Buyer agree as follows:

3.2. Exclusions. The following items are excluded: _____.

4. PURCHASE PRICE AND TERMS.

4.1. Price and Terms. The Purchase Price set forth below shall be payable in U.S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount	Amount
1	§ 4.1	Purchase Price	\$	
2	§ 4.2	Earnest Money		\$
3	§ 4.5	New Loan		
4	§ 4.6	Assumption Balance		
5	§ 4.7	Seller or Private Financing		
6				
7				
8	§ 4.3	Cash at Closing		
9		TOTAL	\$	\$

81 **4.2. Earnest Money.** The Earnest Money set forth in this section, in the form of _____, is part payment
82 of the Purchase Price and shall be payable to and held by _____ (Earnest Money Holder), in
83 its trust account, on behalf of both Seller and Buyer. The Earnest Money deposit shall be tendered with this Contract unless the parties mutually
84 agree to an **Alternative Earnest Money Deadline** (§ 2.3) for its payment. **If Earnest Money Holder is other than the Brokerage Firm identified in**
85 **§ 33 or § 34 below, Closing Instructions signed by Buyer, Seller and Earnest Money Holder must be obtained on or before delivery of Earnest**
86 **Money to Earnest Money Holder.** The parties authorize delivery of the Earnest Money deposit to the company conducting the Closing (Closing
87 Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to have interest on Earnest Money deposits transferred to a
88 fund established for the purpose of providing affordable housing to Colorado residents, Seller and Buyer acknowledge and agree that any interest
89 accruing on the Earnest Money deposited with the Earnest Money Holder in this transaction shall be transferred to such fund.

90 **4.2.1. Alternative Earnest Money Deadline.** The deadline for delivering the Earnest Money, if other than at the time of tender of the
91 Contract is as set forth as the **Alternative Earnest Money Deadline** (§ 2.3).

92 **4.3. Cash at Closing.** All amounts ~~paid payable by the parties including Buyer,~~ at Closing, including Cash at Closing, ~~plus and Buyer's~~
93 closing costs, shall be in funds ~~which that~~ comply with all applicable Colorado laws, ~~which include including cash,~~ electronic transfer funds,
94 certified check, savings and loan teller's check and cashier's check (Good Funds). **All required Cash at Closing shall be paid to allow disbursement**
95 **by Closing Company at the time of Closing OR SUCH PARTY SHALL BE IN DEFAULT.** Buyer represents that Buyer, as of the date of this
96 Contract, Does Does Not have funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at
97 Closing in § 4.1.

98 **4.4. Seller Concession.** Seller, at Closing, shall pay or credit, as directed by Buyer, a total amount of \$ _____ to assist with
99 Buyer's closing costs, loan discount points, loan origination fees, prepaid items (including any amounts that Seller agrees to pay because Buyer is
100 not allowed to pay due to FHA, CHFA, VA, etc.), and any other fee, cost, charge, expense or expenditure related to Buyer's New Loan or other
101 allowable Seller concession (collectively, Seller Concession). The Seller Concession is in addition to any sum Seller has agreed to pay or credit
102 Buyer elsewhere in this Contract. If the amount of Seller Concession exceeds the aggregate of what is allowed, Seller shall not pay or be charged
103 such excess amount.

104 **4.5. New Loan.**

105 **4.5.1. Buyer to Pay Loan Costs.** Buyer, except as provided in § 4.4, if applicable, shall timely pay Buyer's loan costs, loan discount
106 points, prepaid items and loan origination fees, as required by lender.

107 **4.5.2. Buyer may Select Financing.** Buyer may select financing appropriate and acceptable to Buyer, including a different loan than
108 initially sought, except as restricted in § 4.5.3 or § 25, Additional Provisions.

109 **4.5.3. Loan Limitations.** Buyer may purchase the Property using any of the following types of loan: Conventional FHA
110 VA Bond Other _____

111 **4.5.4. Good Faith Estimate – Monthly Payment and Loan Costs.** Buyer is advised to review the terms, conditions and costs of
112 Buyer's New Loan carefully. If Buyer is applying for a residential loan, the lender generally must provide Buyer with a good faith estimate of
113 Buyer's closing costs within three days after Buyer completes a loan application. Buyer should also obtain an estimate of the amount of Buyer's
114 monthly mortgage payment. If the New Loan is unsatisfactory to Buyer, then Buyer may terminate this Contract pursuant to § 5.2 no later than
115 **Loan Conditions Deadline** (§ 2.3).

116 **4.6. Assumption.** Buyer agrees to assume and pay an existing loan in the approximate amount of the Assumption Balance set forth in § 4.1,
117 presently payable at \$ _____ per _____ including principal and interest presently at the rate of _____ % per annum, and
118 also including escrow for the following as indicated: Real Estate Taxes Property Insurance Premium Mortgage Insurance Premium
119 and _____.

120 Buyer agrees to pay a loan transfer fee not to exceed \$ _____. At the time of assumption, the new interest rate shall not
121 exceed _____ % per annum and the new payment shall not exceed \$ _____ per _____ principal and interest, plus escrow,
122 if any. If the actual principal balance of the existing loan at Closing is less than the Assumption Balance, which causes the amount of cash required
123 from Buyer at Closing to be increased by more than \$ _____, then Buyer May Terminate this Contract effective upon receipt by
124 Seller of Buyer's written notice of termination or _____.

125 Seller Shall Shall Not be released from liability on said loan. If applicable, compliance with the requirements for release from liability
126 shall be evidenced by delivery on or before Loan Transfer Approval Deadline at Closing of an appropriate letter of commitment from lender.
127 Any cost payable for release of liability shall be paid by _____ in an amount not to exceed \$ _____.

128 **4.7. Seller or Private Financing.** Buyer agrees to execute a promissory note payable to _____, as
129 Joint Tenants Tenants In Common Other _____, on the
130 note form as indicated:

131 (Default Rate) NTD81-10-06 Other _____ secured by a
132 _____ (1st, 2nd, etc.) deed of trust encumbering the Property, using the form as indicated:

133 Due on Transfer – ~~Strict~~ ~~Due On Sale~~ (TD72-~~1089-0608~~) Due on Transfer – Creditworthy (TD73-~~1089-0608~~) Assumable –
134 ~~Not Due On~~ ~~Due on Transfer – Sale~~ (TD74-~~1089-0608~~)

135 Other _____

136 The promissory note shall be amortized on the basis of _____ Years Months, payable at \$ _____ per
137 _____ including principal and interest at the rate of _____ % per annum. Payments shall commence _____
138 and shall be due on the _____ day of each succeeding _____. If not sooner paid, the balance of principal and accrued
139 interest shall be due and payable _____ after Closing. Payments Shall Shall Not be increased by
140 _____ of estimated annual real estate taxes, and Shall Shall Not be increased by _____ of estimated annual property insurance
141 premium. The loan shall also contain the following terms: (1) if any payment is not received within _____ ~~calendar~~ days after its due date, a late
142 charge of _____ % of such payment shall be due; (2) interest on lender disbursements under the deed of trust shall be _____ % per annum; (3)
143 default interest rate shall be _____ % per annum; (4) Buyer may prepay without a penalty except _____; and (5) Buyer
144 Shall Shall Not execute and deliver, at Closing, a Security Agreement and UCC-1 Financing Statement granting the holder of the promissory
145 note a _____ (1st, 2nd, etc.) lien on the personal property included in this sale.

146 Buyer Shall Shall Not provide a mortgagee's title insurance policy, at Buyer's expense.

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5. FINANCING CONDITIONS AND OBLIGATIONS.

5.1. Loan Application. If Buyer is to pay all or part of the Purchase Price by obtaining one or more new loans (New Loan), or if an existing loan is not to be released at Closing, Buyer, if required by such lender, shall make a verifiable application by **Loan Application Deadline** (§ 2.3).

5.2. Loan Conditions. If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is conditional upon Buyer determining, in Buyer's subjective discretion, ~~whether the New Loan is satisfactory to Buyer, including its availability, payments, interest rate, terms, conditions, and cost of such New Loan, are satisfactory to Buyer.~~ This condition is for the benefit of Buyer. If such New Loan is not satisfactory to Buyer, Seller must receive written notice to terminate from Buyer, no later than **Loan Conditions Deadline** (§ 2.3), at which time this Contract shall terminate. **IF SELLER DOES NOT TIMELY RECEIVE TIMELY-WRITTEN NOTICE TO TERMINATE, THIS CONDITION SHALL BE DEEMED WAIVED, AND BUYER'S EARNEST MONEY SHALL BE NONREFUNDABLE, EXCEPT AS OTHERWISE PROVIDED IN THIS CONTRACT** (e.g., Appraisal, Title, Survey).

5.3. Credit Information and Buyer's New Senior Loan. If Buyer is to pay all or part of the Purchase Price by executing a promissory note in favor of Seller, or if an existing loan is not to be released at Closing, this Contract is conditional (for the benefit of Seller) upon Seller's approval of Buyer's financial ability and creditworthiness, which approval shall be at Seller's subjective discretion. In such case: (1) Buyer shall supply to Seller by **Buyer's Credit Information Deadline** (§ 2.3), at Buyer's expense, information and documents (including a current credit report) concerning Buyer's financial, employment and credit condition and Buyer's New Senior Loan, defined below, if any; (2) Buyer consents that Seller may verify Buyer's financial ability and creditworthiness; (3) any such information and documents received by Seller shall be held by Seller in confidence, and not released to others except to protect Seller's interest in this transaction; (4) in the event Buyer is to execute a promissory note secured by a deed of trust in favor of Seller, this Contract is conditional (for the benefit of Seller) upon Seller's approval of the terms and conditions of any New Loan to be obtained by Buyer if the deed of trust to Seller is to be subordinate to Buyer's New Loan (Buyer's New Senior Loan). Additionally, Seller shall have the right to terminate, at or before Closing, if the Cash at Closing is less than as set forth in § 4.1 of this Contract or Buyer's New Senior Loan changes from that approved by Seller; and (5) if Seller does not deliver written notice of Seller's disapproval of Buyer's financial ability and creditworthiness or of Buyer's New Senior Loan to Buyer by **Disapproval of Buyer's Credit Information Deadline** (§ 2.3), then Seller waives the conditions set forth in this section as to Buyer's New Senior Loan supplied to Seller. If Seller delivers written notice of disapproval to Buyer on or before said date, this Contract shall terminate.

5.4. Existing Loan Review. If an existing loan is not to be released at Closing, Seller shall deliver copies of the loan documents (including note, deed of trust, and any modifications) to Buyer by **Existing Loan Documents Deadline** (§ 2.3). For the benefit of Buyer, this Contract is conditional upon Buyer's review and approval of the provisions of such loan documents. If written notice of objection to such loan documents, signed by Buyer, is not received by Seller by **Existing Loan Documents Objection Deadline** (§ 2.3), Buyer accepts the terms and conditions of the documents. If the lender's approval of a transfer of the Property is required, this Contract is conditional upon Buyer's obtaining such approval without change in the terms of such loan, except as set forth in § 4.6. If lender's approval is not obtained by **Loan Transfer Approval Deadline** (§ 2.3), this Contract shall terminate on such deadline. If Seller is to be released from liability under such existing loan and Buyer does not obtain such compliance as set forth in § ~~4-5~~4.6, this Contract may be terminated at Seller's option.

6. APPRAISAL PROVISIONS.

6.1. Property Approval. If the lender imposes any requirements or repairs (Requirements) to be made to the Property (e.g., roof repair, repainting), beyond those matters already agreed to by Seller in this Contract, Seller may terminate this Contract (notwithstanding § 10 of this Contract) by written notice to Buyer on or before three ~~calendar~~ days following Seller's receipt of the Requirements. ~~The Seller's right to terminate in this § 6.1 shall not apply if on or before any termination by Seller pursuant to this § 6.1 five calendar days prior to Closing Date (§ 2.3):~~ (1) the parties enter into a written agreement regarding the Requirements; or (2) the Requirements are completed by Seller; or (3) the satisfaction of the Requirements is waived in writing by Buyer.

6.2. Appraisal Condition.

6.2.1. Not Applicable. This § 6.2 shall not apply.

6.2.2. Conventional/Other. Buyer shall have the sole option and election to terminate this Contract if the Purchase Price exceeds the Property's valuation determined by an appraiser engaged by _____. The appraisal shall be received by Buyer or Buyer's lender on or before Appraisal Deadline (§ 2.3). This Contract shall terminate by Buyer delivering to Seller written notice of termination and either a copy of such appraisal or written notice from lender that confirms the Property's valuation is less than the Purchase Price, received by Seller on or before **Appraisal Objection Deadline** (§ 2.3). If Seller does not receive such written notice of termination on or before **Appraisal Objection Deadline** (§ 2.3), Buyer waives any right to terminate under this section.

6.2.3. FHA. It is expressly agreed that, notwithstanding any other provisions of this Contract, the Purchaser (Buyer) shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of Earnest Money deposits or otherwise unless the Purchaser (Buyer) has been given in accordance with HUD/FHA or VA requirements a written statement issued by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement lender, setting forth the appraised value of the Property of not less than \$_____. The Purchaser (Buyer) shall have the privilege and option of proceeding with the consummation of the Contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the Property. The Purchaser (Buyer) should satisfy himself/herself that the price and condition of the Property are acceptable.

6.2.4. VA. It is expressly agreed that, notwithstanding any other provisions of this Contract, the purchaser (Buyer) shall not incur any penalty by forfeiture of Earnest Money or otherwise or be obligated to complete the purchase of the Property described herein, if the Contract Purchase Price or cost exceeds the reasonable value of the Property established by the Department of Veterans Affairs. The purchaser (Buyer) shall, however, have the privilege and option of proceeding with the consummation of this Contract without regard to the amount of the reasonable value established by the Department of Veterans Affairs.

6.3. Cost of Appraisal. Cost of any appraisal to be obtained after the date of this Contract shall be timely paid by Buyer Seller.

7. EVIDENCE OF TITLE, SURVEY AND CIC DOCUMENTS.

7.1. Evidence of Title. On or before **Title Deadline** (§ 2.3), Seller shall cause to be furnished to Buyer, at Seller's expense, a current commitment for owner's title insurance policy (Title Commitment) in an amount equal to the Purchase Price, or if this box is checked, **An Abstract** of title certified to a current date. If title insurance is furnished, Seller shall also deliver to Buyer copies of any abstracts of title covering all or any portion of the Property (Abstract) in Seller's possession. At Seller's expense, Seller shall cause the title insurance policy to be issued and

213 delivered to Buyer as soon as practicable at or after Closing. ~~If a~~The title insurance commitment ~~is furnished, it~~ **Shall** **Shall Not** commit to
214 delete or insure over the standard exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) any
215 unrecorded mechanics' liens, (5) gap period (effective date of commitment to date deed is recorded), and (6) unpaid taxes, assessments and
216 unredeemed tax sales prior to the year of Closing.

217 Any additional premium expense to obtain this additional coverage shall be paid by **Buyer** **Seller**.

218 Note: The title insurance company may not agree to delete or insure over any or all of the standard exceptions. Buyer shall have the right to review
219 the Title Commitment. **If the Title Commitment or its provisions are not satisfactory to Buyer, Buyer may exercise Buyer's rights** pursuant to § 8.1.

220 **7.2. Copies of Exceptions.** On or before **Title Deadline** (§ 2.3), Seller, at Seller's expense, shall furnish to Buyer and _____,
221 (1) copies of any plats, declarations, covenants, conditions and restrictions burdening the Property, and (2) if a Title Commitment is required to be
222 furnished, and if this box is checked **Copies of any Other Documents** (or, if illegible, summaries of such documents) listed in the schedule of
223 exceptions (Exceptions). Even if the box is not checked, Seller shall have the obligation to furnish these documents pursuant to this section if
224 requested by Buyer any time on or before **Document Request Deadline** (§ 2.3). This requirement shall pertain only to documents as shown of
225 record in the office of the clerk and recorder in the county where the Property is located. The abstract or Title Commitment, together with any
226 copies or summaries of such documents furnished pursuant to this section, constitute the title documents (Title Documents).

227 **7.3. Survey.** On or before **Survey Deadline** (§ 2.3), **Seller** **Buyer** shall order and cause Buyer (and the issuer of the Title
228 Commitment or the provider of the opinion of title if an abstract) to receive a current **Improvement Survey Plat** **Improvement Location**
229 **Certificate** _____ (the description checked is known as Survey). An amount not to exceed \$ _____ for Survey shall be paid by
230 **Buyer** **Seller**. If the cost exceeds this amount, **Buyer** **Seller** shall pay the excess on or before Closing. Buyer shall not be obligated to
231 pay the excess unless Buyer is informed of the cost and delivers to Seller, before Survey is ordered, Buyer's written agreement to pay the required
232 amount to be paid by Buyer.

233 **7.4. Common Interest Community Documents.** The term CIC Documents consists of all owners' associations (Association) declarations,
234 bylaws, operating agreements, rules and regulations, party wall agreements, minutes of most recent annual owners' meeting and minutes of any
235 directors' or managers' meetings during the ~~six~~-month period immediately preceding the date of this Contract, if any (Governing Documents), most
236 recent financial documents consisting of (1) annual balance sheet, (2) annual income and expenditures statement, and (3) annual budget (Financial
237 Documents), if any (collectively CIC Documents).

238 **7.4.1. Not Applicable.** This § 7.4 shall not apply.

239 **7.4.2. Common Interest Community Disclosure.** THE PROPERTY IS LOCATED WITHIN A COMMON INTEREST
240 COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR SUCH COMMUNITY. THE OWNER OF THE PROPERTY WILL BE
241 REQUIRED TO BE A MEMBER OF THE OWNER'S ASSOCIATION FOR THE COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS
242 AND RULES AND REGULATIONS OF THE ASSOCIATION. THE DECLARATION, BYLAWS, AND RULES AND REGULATIONS WILL
243 IMPOSE FINANCIAL OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY
244 ASSESSMENTS OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD
245 PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS, AND RULES AND
246 REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING CHANGES TO THE PROPERTY WITHOUT AN
247 ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE
248 ASSOCIATION. PURCHASERS OF PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE
249 FINANCIAL OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE
250 DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION.

251 **7.4.3. Not Conditional on Review.** Buyer acknowledges that Buyer has received a copy of the CIC Documents. Buyer has reviewed
252 them, agrees to accept the benefits, obligations and restrictions that they impose upon the Property and its owners and waives any right to terminate
253 this Contract due to such documents, notwithstanding the provisions of § 8.5.

254 **7.4.4. CIC Documents to Buyer.**

255 **7.4.4.1. Seller to Provide CIC Documents.** Seller shall cause the CIC Documents to be provided to Buyer, at Seller's
256 expense, on or before **CIC Documents Deadline** (§ 2.3).

257 **7.4.4.2. Seller Authorizes Association.** Seller authorizes the Association to provide the CIC Documents to Buyer, at Seller's
258 expense.

259 **7.4.4.3. Seller's Obligation.** Seller's obligation to provide the CIC Documents shall be fulfilled upon Buyer's receipt of the
260 CIC Documents, regardless of who provides such documents.

261 **7.4.5. Conditional on Buyer's Review.** If the box in either § 7.4.4.1 or § 7.4.4.2 is checked, the provisions of this § 7.4.5 shall apply.
262 Written notice of any unsatisfactory provision in any of the CIC Documents, in Buyer's subjective discretion, signed by Buyer, or on behalf of
263 Buyer, and delivered to Seller on or before **CIC Documents Objection Deadline** (§ 2.3), shall terminate this Contract.

264 Should Buyer receive the CIC Documents after **CIC Documents Deadline** (§ 2.3), Buyer shall have the right, at Buyer's option, to
265 terminate this Contract by written notice delivered to Seller on or before ten ~~calendar~~-days after Buyer's receipt of the CIC Documents. If Buyer
266 does not receive the CIC Documents, or if such written notice to terminate would otherwise be required to be delivered after **Closing Date** (§ 2.3),
267 Buyer's written notice to terminate shall be received by Seller on or before three ~~calendar~~-days prior to **Closing Date** (§ 2.3). If Seller does not
268 receive written notice from Buyer within such time, Buyer accepts the provisions of the CIC Documents, and Buyer's right to terminate this
269 Contract pursuant to this section is waived, notwithstanding the provisions of § 8.5.

270 NOTE: If no box in this § 7.4 is checked, the provisions of § 7.4.4.1 shall apply.

271 8. TITLE AND SURVEY REVIEW.

272 **8.1. Title Review.** Buyer shall have the right to inspect the Title Documents. Written notice by Buyer of unmerchantability of title, form or
273 content of Title Commitment or of any other unsatisfactory title condition shown by the Title Documents, notwithstanding § 13, shall be signed by
274 or on behalf of Buyer and delivered to Seller on or before **Title Objection Deadline** (§ 2.3), or within five ~~calendar~~-days after receipt by Buyer of
275 any change to the Title Documents or endorsement to the Title Commitment together with a copy of the document adding any new Exception to
276 title. If Seller does not receive Buyer's notice by the date specified above, Buyer accepts the condition of title as disclosed by the Title Documents
277 as satisfactory.

278 **8.2. Matters Not Shown by the Public Records.** Seller shall deliver to Buyer, on or before **Off-Record Matters Deadline** (§ 2.3) true
279 copies of all leases and surveys in Seller's possession pertaining to the Property and shall disclose to Buyer all easements, liens (including, without
280 limitation, governmental improvements approved, but not yet installed) or other title matters (including, without limitation, rights of first refusal
281 and options) not shown by the public records of which Seller has actual knowledge. Buyer shall have the right to inspect the Property to investigate
282 if any third party has any right in the Property not shown by the public records (such as an unrecorded easement, unrecorded lease, boundary line
283 discrepancy or water rights). Written notice of any unsatisfactory condition disclosed by Seller or revealed by such inspection, notwithstanding
284 § 13, shall be signed by or on behalf of Buyer and delivered to Seller on or before **Off-Record Matters Objection Deadline** (§ 2.3). If Seller does
285 not receive Buyer's notice by said deadline, Buyer accepts title subject to such rights, if any, of third parties of which Buyer has actual knowledge.

286
287 **8.3. Survey Review.**

288 **8.3.1. Not Applicable.** This § 8.3 shall not apply.

289 **8.3.2. Conditional on Survey.** If the box in this § 8.3.2 is checked, Buyer shall have the right to inspect the Survey. If written notice
290 by or on behalf of Buyer of any unsatisfactory condition shown by the Survey, notwithstanding § 8.2 or § 13, is received by Seller on or before
291 **Survey Objection Deadline** (§ 2.3) then such objection shall be deemed an unsatisfactory title condition. If Seller does not receive Buyer's notice
292 by **Survey Objection Deadline** (§ 2.3), Buyer accepts the Survey as satisfactory.

293 **8.4. Special Taxing Districts.** SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS
294 PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY
295 OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND EXCESSIVE TAX BURDENS TO SUPPORT
296 THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE
297 SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYER SHOULD INVESTIGATE THE DEBT FINANCING
298 REQUIREMENTS OF THE AUTHORIZED GENERAL OBLIGATION INDEBTEDNESS OF SUCH DISTRICTS, EXISTING MILL LEVIES OF SUCH
299 DISTRICT SERVICING SUCH INDEBTEDNESS, AND THE POTENTIAL FOR AN INCREASE IN SUCH MILL LEVIES.

300 In the event the Property is located within a special taxing district and Buyer desires to terminate this Contract as a result, if written notice, by
301 or on behalf of Buyer, is received by Seller on or before **Off-Record Matters Objection Deadline** (§ 2.3), this Contract shall terminate. If Seller
302 does not receive Buyer's notice by such deadline, Buyer accepts the effect of the Property's inclusion in such special taxing district and waives the
303 right to terminate for that reason.

304 **8.5. Right to Object, Cure.** Buyer's right to object shall include, but not be limited to, those matters set forth in §§ 8 and 13. If Seller
305 receives notice of unmerchantability of title or any other unsatisfactory title condition or commitment terms as provided in §§ 8.1, 8.2 and 8.3 and
306 8.4, Seller shall use reasonable efforts to correct said items and bear any nominal expense to correct the same prior to Closing. If such unsatisfactory
307 title condition is not corrected to Buyer's satisfaction on or before Closing, this Contract shall terminate; provided, however, Buyer may, by written
308 notice received by Seller on or before Closing, waive objection to such items.

309 **8.6. Right of First Refusal or Contract Approval.** If there is a right of first refusal on the Property, or a right to approve this Contract,
310 Seller shall promptly submit this Contract according to the terms and conditions of such right. If the holder of the right of first refusal exercises such
311 right or the holder of a right to approve disapproves this Contract, this Contract shall terminate. If the right of first refusal is waived explicitly or
312 expires, or the Contract is approved, this Contract shall remain in full force and effect. Seller shall promptly notify Buyer of the foregoing. If
313 expiration or waiver of the right of first refusal or Contract approval has not occurred on or before **Right of First Refusal Deadline** (§ 2.3), this
314 Contract shall terminate.

315 **8.7. Title Advisory.** The Title Documents affect the title, ownership and use of the Property and should be reviewed carefully.
316 Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property, including without
317 limitation, boundary lines and encroachments, area, zoning, unrecorded easements and claims of easements, leases and other unrecorded
318 agreements, and various laws and governmental regulations concerning land use, development and environmental matters. **The surface estate may**
319 **be owned separately from the underlying mineral estate, and transfer of the surface estate does not necessarily include transfer of the**
320 **mineral rights or water rights. Third parties may hold interests in oil, gas, other minerals, geothermal energy or water on or under the**
321 **Property, which interests may give them rights to enter and use the Property.** Such matters may be excluded from or not covered by the title
322 insurance policy. Buyer is advised to timely consult legal counsel with respect to all such matters as there are strict time limits provided in this
323 Contract [e.g., **Title Objection Deadline** (§ 2.3) and **Off-Record Matters Objection Deadline** (§ 2.3)].

324 **9. LEAD-BASED PAINT.** Unless exempt, if the improvements on the Property include one or more residential dwellings for which a building
325 permit was issued prior to January 1, 1978, this Contract shall be void unless (1) a completed Lead-Based Paint Disclosure (Sales) form is signed by
326 Seller and the required real estate licensees; and Buyer; and (2) Seller receives the completed and fully executed form prior to the time when the
327 Contract is signed by the all parties signing this Contract. Buyer acknowledges timely receipt of a completed Lead-Based Paint Disclosure (Sales)
328 form signed by Seller and the real estate licensees.

329 **10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY, BUYER DISCLOSURE AND SOURCE OF WATER.**

330 **10.1. Seller's Property Disclosure Deadline.** On or before **Seller's Property Disclosure Deadline** (§ 2.3), Seller agrees to deliver to Buyer
331 the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed by Seller to the best of
332 Seller's actual knowledge, current as of the date of this Contract.

333 **10.2. Inspection Objection Deadline.** Buyer shall have the right to have inspections of the physical condition of the Property and
334 Inclusions, at Buyer's expense. If (1) the physical condition of the Property or (2) Inclusions, (3) any proposed or existing transportation project,
335 road, street or highway, or (4) any other activity, odor or noise (whether on or off the Property) and its effect or expected effect on the Property or
336 its occupants is unsatisfactory in Buyer's subjective discretion, Buyer shall, on or before **Inspection Objection Deadline** (§ 2.3):

337 **10.2.1. Notice to Terminate.** ~~notify~~ Notify Seller in writing that this Contract is terminated; or

338 **10.2.2. Notice to Correct.** ~~deliver~~ Deliver to Seller a written description of any unsatisfactory physical condition which Buyer
339 requires Seller to correct (~~Notice to Correct~~).

340 If written notice is not received by Seller on or before **Inspection Objection Deadline** (§ 2.3), the physical condition of the Property and
341 Inclusions shall be deemed to be satisfactory to Buyer.

342 **10.3. Inspection Resolution Deadline.** If a Notice to Correct is received by Seller and if Buyer and Seller have not agreed in writing to a
343 settlement thereof on or before **Inspection Resolution Deadline** (§ 2.3), this Contract shall terminate one ~~calendar~~-day following **Inspection**
344 **Resolution Deadline** (§ 2.3), unless before such termination Seller receives Buyer's written withdrawal of the Notice to Correct.

345 **10.4. Damage, Liens and Indemnity.** Buyer, except as otherwise provided in this Contract, is responsible for payment for all inspections,
346 tests, surveys, engineering reports, or any other work performed at Buyer's request (Work) and shall pay for any damage that occurs to the Property
347 and Inclusions as a result of such Work. Buyer shall not permit claims or liens of any kind against the Property for Work performed on the Property
348 at Buyer's request. Buyer agrees to indemnify, protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by
349 Seller and caused by any such Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to
350 defend against any such liability, damage, cost or expense, or to enforce this section, including Seller's reasonable attorney and legal fees. The
351 provisions of this section shall survive the termination of this Contract.

352 **10.5. Insurability.** This Contract is conditional upon Buyer's satisfaction, in Buyer's subjective discretion, with the availability, terms and
353 conditions of and premium for property insurance. This Contract shall terminate upon Seller's receipt, on or before **Property Insurance Objection**
354 **Deadline** (§ 2.3), of Buyer's written notice that such insurance was not satisfactory to Buyer. If said notice is not timely received, Buyer shall have
355 waived any right to terminate under this provision.

356 **10.6. Buyer Disclosure.** Buyer represents that Buyer **Does** **Does Not** need to sell and close a property to complete this transaction.
357 **Note:** Any property sale contingency should appear in **Additional Provisions** (§ 25).

358 **10.7. Source of Potable Water (Residential Land and Residential Improvements Only).** Buyer **Does** **Does Not** acknowledge
359 receipt of a copy of **Seller's Property Disclosure** or **Source of Water Addendum** disclosing the source of potable water for the Property. Buyer
360 **Does** **Does Not** acknowledge receipt of a copy of the current well permit. There is **No Well**.

361 **Note to Buyer:** **SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND WATER. YOU**
362 **MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO DETERMINE THE LONG-**
363 **TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.**

364 **11. METHAMPHETAMINE LABORATORY DISCLOSURE (Residential Property Only).** The parties acknowledge that Seller is required
365 to disclose whether Seller knows that the Property, if residential, was previously used as a methamphetamine laboratory. No disclosure is required if
366 the Property was remediated in accordance with state standards and other requirements are fulfilled pursuant to § 25-18.5-102, C.R.S. Buyer further
367 acknowledges that Buyer has the right to engage a certified hygienist or industrial hygienist to test whether the Property has ever been used as a
368 methamphetamine laboratory. If Buyer's test results indicate that the Property has been used as a methamphetamine laboratory, but has not been
369 remediated to meet the standards established by rules of the State Board of Health promulgated pursuant to § 25-18.5-102, C.R.S., Buyer shall
370 promptly give written notice to Seller of the results of the test, and Buyer may terminate this Contract.

371 **12. CLOSING.** Delivery of deed from Seller to Buyer shall be at closing (Closing). Closing shall be on the date specified as the **Closing Date**
372 (§ 2.3) or by mutual agreement at an earlier date. The hour and place of Closing shall be as designated by _____.

373 **13. TRANSFER OF TITLE.** Subject to tender or payment at Closing as required herein and compliance by Buyer with the other terms and
374 provisions hereof, Seller shall execute and deliver a good and sufficient _____ deed to Buyer, at Closing, conveying the Property free
375 and clear of all taxes except the general taxes for the year of Closing. Except as provided herein, title shall be conveyed free and clear of all liens,
376 including any governmental liens for special improvements installed as of the date of Buyer's signature hereon, whether assessed or not. Title shall
377 be conveyed subject to:

378 **13.1.** those specific Exceptions described by reference to recorded documents as reflected in the Title Documents accepted by Buyer in
379 accordance with **Title Review** (§ 8.1),

380 **13.2.** distribution utility easements (including cable TV),

381 **13.3.** those specifically described rights of third parties not shown by the public records of which Buyer has actual knowledge and which
382 were accepted by Buyer in accordance with **Matters Not Shown by the Public Records** (§ 8.2) and **Survey Review** (§ 8.3),

383 **13.4.** inclusion of the Property within any special taxing district, and

384 **13.5.** other _____.

385 **14. PAYMENT OF ENCUMBRANCES.** Any encumbrance required to be paid shall be paid at or before Closing from the proceeds of this
386 transaction or from any other source.

387 **15. CLOSING COSTS, DOCUMENTS AND SERVICES.**

388 **15.1. Good Funds.** Buyer and Seller shall pay, in Good Funds, their respective Closing costs and all other items required to be paid at
389 Closing, except as otherwise provided herein.

390 **15.2. Closing Information and Documents.** Buyer and Seller will furnish any additional information and documents required by Closing
391 Company that will be necessary to complete this transaction. Buyer and Seller shall sign and complete all customary or reasonably required
392 documents at or before Closing.

393 **15.3. Closing Services Fee.** The fee for real estate Closing services shall be paid at Closing by **Buyer** **Seller** **One-Half by Buyer**
394 **and One-Half by Seller** **Other** _____.

395 **15.4. Closing Instructions.** ~~Buyer and Seller agree to execute~~ ~~The the Colorado Real Estate Commission's Closing Instructions~~, Such
396 Closing Instructions. **Are** **Are Not** executed with this Contract. ~~Buyer and Seller agree to execute Closing Instructions.~~ Upon execution,
397 **Seller** **Buyer** shall deliver such Closing Instructions to the Closing Company.

398 **15.5. Status Letter and Transfer Fees.** Any fees incident to the issuance of Association's statement of assessments (Status Letter) shall be
399 paid by **Buyer** **Seller** **One-Half by Buyer and One-Half by Seller**. Any transfer fees incident to the transfer from Seller to Buyer
400 assessed by the Association (Association's Transfer Fee) shall be paid by **Buyer** **Seller** **One-Half by Buyer and One-Half by Seller**.

401 **15.6. Local Transfer Tax.** **The Local Transfer Tax** of ____ % of the Purchase Price shall be paid at Closing by **Buyer** **Seller**
402 **One-Half by Buyer and One-Half by Seller**.

403 **15.7. Sales and Use Tax.** Any sales and use tax that may accrue because of this transaction shall be paid when due by **Buyer** **Seller**
404 **One-Half by Buyer and One-Half by Seller**.

405 **16. PRORATIONS.** The following shall be prorated to **Closing Date** (§ 2.3), except as otherwise provided:

406 16.1. **Taxes.** Personal property taxes, if any, and general real estate taxes for the year of Closing, based on **Taxes for the Calendar Year**
407 **Immediately Preceding Closing** **Most Recent Mill Levy and Most Recent Assessed Valuation** adjusted by any applicable qualifying seniors
408 property tax exemption, or **Other** _____.

409 16.2. **Rents.** Rents based on **Rents Actually Received** **Accrued.** At Closing, Seller shall transfer or credit to Buyer the security
410 deposits for all leases assigned, or any remainder after lawful deductions, and notify all tenants in writing of such transfer and of the transferee's
411 name and address. Security deposits held by Seller shall be credited to Buyer. Seller shall assign all leases in effect at Closing to Buyer and Buyer
412 shall assume such leases.

413 16.3. **Association Assessments.** Current regular Association assessments and dues (Association Assessments) paid in advance shall be
414 credited to Seller at Closing. Cash reserves held out of the regular Association Assessments for deferred maintenance by the Association shall not
415 be credited to Seller except as may be otherwise provided by the Governing Documents. Any special assessment by the Association for
416 improvements that have been installed as of the date of Buyer's signature hereon shall be the obligation of Seller. Any other special assessment
417 assessed prior to **Closing Date** (§ 2.3) by the Association shall be the obligation of **Buyer** **Seller.** Seller represents that the Association
418 Assessments are currently payable at \$ _____ per _____ and that there are no unpaid regular or special assessments
419 against the Property except the current regular assessments and _____. Such
420 assessments are subject to change as provided in the Governing Documents. Seller agrees to promptly request the Association to deliver to Buyer
421 before **Closing Date** (§ 2.3) a current Status Letter.

422 16.4. **Other Prorations.** Water and sewer charges, interest on continuing loan, and _____.

423 16.5. **Final Settlement.** Unless otherwise agreed in writing, these prorations shall be final.

424 17. **POSSESSION.** Possession of the Property shall be delivered to Buyer on **Possession Date** at **Possession Time** (§ 2.3), subject to the following
425 leases or tenancies:

426
427
428 If Seller, after Closing, fails to deliver possession as specified, Seller shall be subject to eviction and shall be additionally liable to Buyer for
429 payment of \$ _____ per day (or any part of a day notwithstanding § 2.5.1) from **Possession Date** and **Possession Time** (§ 2.3) until
430 possession is delivered.

431 Buyer **Does** **Does Not** represent that Buyer will occupy the Property as Buyer's principal residence.

432 18. **ASSIGNABILITY AND INUREMENT.** This Contract **Shall** **Shall Not** be assignable by Buyer without Seller's prior written consent.
433 Except as so restricted, this Contract shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of
434 the parties.

435 19. **INSURANCE; CONDITION OF, DAMAGE TO PROPERTY AND INCLUSIONS AND WALK-THROUGH.** Except as otherwise
436 provided in this Contract, the Property, Inclusions or both shall be delivered in the condition existing as of the date of this Contract, ordinary wear
437 and tear excepted.

438 19.1. **Casualty Insurance.** In the event the Property or Inclusions are damaged by fire or other casualty prior to Closing in an amount of not
439 more than ten percent of the total Purchase Price, Seller shall be obligated to repair the same before **Closing Date** (§ 2.3). In the event such damage
440 is not repaired within said time or if the damage exceeds such sum, this Contract may be terminated at the option of Buyer by delivering to Seller
441 written notice of termination on or before Closing. Should Buyer elect to carry out this Contract despite such damage, Buyer shall be entitled to a
442 credit at Closing for all insurance proceeds that were received by Seller (but not the Association, if any) resulting from such damage to the Property
443 and Inclusions, plus the amount of any deductible provided for in such insurance policy. Such credit shall not exceed the Purchase Price. In the
444 event Seller has not received such insurance proceeds prior to Closing, then Seller shall assign such proceeds at Closing, plus credit Buyer the
445 amount of any deductible provided for in such insurance policy, but not to exceed the total Purchase Price.

446 19.2. **Damage, Inclusions and Services.** Should any Inclusion or service (including systems and components of the Property, e.g. heating,
447 plumbing) fail or be damaged between the date of this Contract and Closing or possession, whichever shall be earlier, then Seller shall be liable for
448 the repair or replacement of such Inclusion or service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that
449 the maintenance or replacement of such Inclusion, service or fixture is not the responsibility of the Association, if any, less any insurance proceeds
450 received by Buyer covering such repair or replacement. Seller and Buyer are aware of the existence of pre-owned home warranty programs that
451 may be purchased and may cover the repair or replacement of such Inclusions. The risk of loss for damage to growing crops by fire or other
452 casualty shall be borne by the party entitled to the growing crops as provided in § 3.1.7 and such party shall be entitled to such insurance proceeds
453 or benefits for the growing crops.

454 19.3. **Walk-Through and Verification of Condition.** Buyer, upon reasonable notice, shall have the right to walk through the Property prior
455 to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

456 20. **RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this document, Buyer and Seller acknowledge that the respective
457 broker has advised that this document has important legal consequences and has recommended the examination of title and consultation with legal
458 and tax or other counsel before signing this Contract.

459 21. **TIME OF ESSENCE, DEFAULT AND REMEDIES.** Time is of the essence hereof. If any note or check received as Earnest Money
460 hereunder or any other payment due hereunder is not paid, honored or tendered when due, or if any obligation hereunder is not performed or waived
461 as herein provided, there shall be the following remedies:

462 21.1. **If Buyer is in Default:**

463 21.1.1. **Specific Performance.** Seller may elect to treat this Contract as canceled, in which case all Earnest Money (whether or not
464 paid by Buyer) shall be forfeited by Buyer, paid to Seller and retained by Seller; and Seller may recover such damages as may be proper; or Seller
465 may elect to treat this Contract as being in full force and effect and Seller shall have the right to specific performance or damages, or both.

466 21.1.2. **Liquidated Damages.** All Earnest Money (whether or not paid by Buyer) shall be forfeited by Buyer, paid to Seller, and
467 retained by Seller. Both parties shall thereafter be released from all obligations hereunder. It is agreed that the Earnest Money specified in § 4.1 is
468 LIQUIDATED DAMAGES, and not a penalty, which amount the parties agree is fair and reasonable and (except as provided in §§ 10.4, 19, 21.3,
469 22 and 23), said forfeiture shall be SELLER'S SOLE AND ONLY REMEDY for Buyer's failure to perform the obligations of this Contract. Seller
470 expressly waives the remedies of specific performance and additional damages.

471 **21.2. If Seller is in Default:** Buyer may elect to treat this Contract as canceled, in which case all Earnest Money received hereunder shall be
472 returned and Buyer may recover such damages as may be proper, or Buyer may elect to treat this Contract as being in full force and effect and
473 Buyer shall have the right to specific performance or damages, or both.

474 **21.3. Cost and Expenses.** In the event of any arbitration or litigation relating to this Contract, the arbitrator or court shall award to the
475 prevailing party all reasonable costs and expenses, including attorney and legal fees.

476 **22. 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
477 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
478 informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding.
479 The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The mediation, unless otherwise agreed,
480 shall terminate in the event the entire dispute is not resolved within ~~30~~thirty ~~calendar~~ days of the date written notice requesting mediation is
481 delivered by one party to the other at the party's last known address. This section shall not alter any date in this Contract, unless otherwise agreed.

482 **23. EARNEST MONEY DISPUTE.** Except as otherwise provided herein, Earnest Money Holder shall release the Earnest Money as directed by
483 written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding the Earnest Money (notwithstanding any
484 termination of this Contract), Earnest Money Holder shall not be required to take any action. Earnest Money Holder, at its option and sole
485 discretion, may (1) await any proceeding, (2) interplead all parties and deposit Earnest Money into a court of competent jurisdiction and shall
486 recover court costs and reasonable attorney and legal fees, or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a
487 copy of the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within ~~420~~one
488 hundred twenty ~~calendar~~ days of Earnest Money Holder's notice to the parties, Earnest Money Holder shall be authorized to return the Earnest
489 Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit, and has not interpleaded the monies at the time of any Order,
490 Earnest Money Holder shall disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the obligation of **Mediation**
491 (§ 22). The provisions of this § 23 apply only if the Earnest Money Holder is one of the Brokerage Firms named in § 33 or § 34.

492 **24. TERMINATION.** In the event this Contract is terminated, all Earnest Money received hereunder shall be returned and the parties shall be
493 relieved of all obligations hereunder, subject to §§ 10.4, 22 and 23.

494 **25. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate Commission.)
495
496
497

498 **26. ATTACHMENTS.** The following are a part of this Contract:
499

500 Note: The following disclosure forms **are attached** but are **not** a part of this Contract:
501
502

503 **27. GOOD FAITH.** Buyer and Seller acknowledge that each party has an obligation to act in good faith, including but not limited to exercising
504 the rights and obligations set forth in the provisions of **Financing Conditions and Obligations** (§ 5) and **Property Disclosure, Inspection,**
505 **Indemnity, Insurability, Buyer Disclosure and Source of Water** (§ 10).

506 **28. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL.** This ~~agreement constitutes the entire~~ Contract, its exhibits and specified
507 addenda, constitute the entire agreement between the parties relating to the subject hereof, and any prior agreements pertaining thereto, whether oral
508 or written, have been merged and integrated into this Contract. No subsequent modification of any of the terms of this Contract shall be valid,
509 binding upon the parties, or enforceable unless made in writing and signed by the parties. Any obligation in this Contract that, by its terms, is
510 intended to be performed after termination or Closing shall survive the same.

511 **29. FORECLOSURE DISCLOSURE AND PROTECTION.** Seller acknowledges that, to Seller's current actual knowledge, the Property
512 **Is** **Is Not** in foreclosure. Buyer Will Will Not occupy the Property as Buyer's personal residence for at least one year. In the event
513 this transaction is subject to the provisions of the Colorado Foreclosure Protection Act (the Act) (i.e., generally the Act requires that the Property is
514 residential, in foreclosure, and Buyer does not reside in it for at least one year), a different contract that complies with the provisions of the Act is
515 required, and this Contract shall be void and of no effect unless the Foreclosure Property Addendum is executed by all parties concurrent with the
516 signing of this Contract. The parties are Each party is further advised to consult with their own attorney.

517 **30. NOTICE, DELIVERY, AND CHOICE OF LAW.**

518 **30.1. Physical Delivery.** Except for the notice requesting mediation described in § 22, delivered after Closing, and except as provided in
519 § 30.2, all notices must be in writing. Any notice or document to Buyer shall be effective when physically received by Buyer, any individual buyer,
520 any representative of Buyer, or Brokerage Firm of Broker working with Buyer. Any notice or document to Seller shall be effective when physically
521 received by Seller, any individual seller, any representative of Seller, or Brokerage Firm of Broker working with Seller.

522 **30.2. Electronic Delivery.** As an alternative to physical delivery, any document, including any signed document and any written notice may
523 be delivered in electronic form by the following indicated methods only: **Facsimile** **Email** **Internet** **No Electronic Delivery.**
524 Documents with original signatures shall be provided upon request of any party.

525 **30.3. Choice of Law.** This Contract and all disputes arising hereunder shall be governed by and construed in accordance with the laws of the
526 State of Colorado that would be applicable to Colorado residents who sign a contract in this state Colorado for property located in Colorado.

527 **31. NOTICE OF ACCEPTANCE, COUNTERPARTS.** This proposal shall expire unless accepted in writing, by Buyer and Seller, as evidenced
528 by their signatures below, and the offering party receives notice of such acceptance pursuant to § 30 on or before **Acceptance Deadline Date**
529 (§ 2.3) and **Acceptance Deadline Time** (§ 2.3). If accepted, this document shall become a contract between Seller and Buyer. A copy of this
530 document may be executed by each party, separately, and when each party has executed a copy thereof, such copies taken together shall be deemed
531 to be a full and complete contract between the parties.
532

Date: _____
Buyer's Name: _____

Date: _____
Buyer's Name: _____

533
534
535

 Address: _____

 Phone No.: _____
 Fax No.: _____
 Email Address: _____

 Address: _____

 Phone No.: _____
 Fax No.: _____
 Email Address: _____

[NOTE: If this offer is being countered or rejected, do not sign this document. Refer to § 32]

Date: _____
 Seller's Name: _____

Date: _____
 Seller's Name: _____

 Address: _____

 Phone No.: _____
 Fax No.: _____
 Email Address: _____

 Address: _____

 Phone No.: _____
 Fax No.: _____
 Email Address: _____

536
537
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540

32. COUNTER; REJECTION. This offer is Countered Rejected.
Initials only of party (Buyer or Seller) who countered or rejected offer _____

END OF CONTRACT TO BUY AND SELL REAL ESTATE

33. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

(To be completed by Broker working with Buyer)

Broker Does Does Not acknowledge receipt of Earnest Money deposit specified in § 4 and, while not a party to the Contract, agrees to cooperate upon request with any mediation concluded under § 22. Broker agrees that if Earnest Money Holder is other than the Brokerage Firm identified in § 33 or § 34, Closing Instructions signed by Buyer, Seller, and Earnest Money Holder must be obtained on or before delivery of Earnest Money to Earnest Money Holder.

Broker is working with Buyer as a Buyer's Agent Seller's Agent Transaction-Broker in this transaction. This is a Change of Status.

Brokerage Firm's compensation or commission is to be paid by Listing Brokerage Firm Buyer Other _____.

Date: _____
 Brokerage Firm's Name: _____
 Broker's Name: _____

 Address: _____

 Phone No.: _____
 Fax No.: _____
 Email Address: _____

34. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

(To be completed by Broker working with Seller)

Broker Does Does Not acknowledge receipt of Earnest Money deposit specified in § 4 and, while not a party to the Contract, agrees to cooperate upon request with any mediation concluded under § 22. Broker agrees that if Earnest Money Holder is other than the Brokerage Firm

identified in § 33 or § 34. Closing Instructions signed by Buyer, Seller, and Earnest Money Holder must be obtained on or before delivery of Earnest Money to Earnest Money Holder

Broker is working with Seller as a Seller's Agent Buyer's Agent Transaction-Broker in this transaction. This is a Change of Status.

Brokerage Firm's compensation or commission is to be paid by Seller Buyer Other _____.

Date: _____
Brokerage Firm's Name: _____
Broker's Name: _____

Broker's Signature
Address: _____
Phone No.: _____
Fax No.: _____
Email Address: _____

The following Closing Instructions are ~~not~~ part of the Contract to Buy and Sell Real Estate.

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (CL8-8-07) (Mandatory 1-08)

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

CLOSING INSTRUCTIONS

Date: _____

~~1. PARTIES, PROPERTY.~~ _____, Seller, and _____, Buyer, engage _____, Closing Company, who agrees to provide closing and settlement services in connection with the Closing of the transaction for the sale and purchase of the Property known as No. _____, Street Address _____, City _____, State _____, Zip _____ and more fully described in the Contract to Buy and Sell Real Estate, dated _____, including any counterproposals and amendments (Contract).

~~2. INFORMATION, PREPARATION.~~ Closing Company is authorized to obtain any information necessary for the Closing. Closing Company agrees to prepare, deliver, and record those documents (excluding legal documents) that are necessary to carry out the terms and conditions of the Contract.

~~3. CLOSING FEE.~~ Closing Company will receive a fee not to exceed \$_____ for providing these closing and settlement services.

~~4. RELEASE, DISBURSEMENT.~~ Closing Company is not authorized to release any signed documents or things of value prior to receipt and disbursement of Good Funds, except as provided in §§ 8 and 9.

~~5. DISBURSER.~~ Closing Company shall disburse all funds, including real estate commissions, except those funds as may be separately disclosed in writing to Buyer and Seller by Closing Company or Buyer's lender on or before Closing. All parties agree that no one other than the disburser can assure that payoff of loans and other disbursements will actually be made.

~~6. SELLER'S NET PROCEEDS.~~ Seller will receive the net proceeds of Closing as indicated:
 Cashier's Check, at Seller's expense Funds Electronically Transferred (wire transfer) to an account specified by Seller, at Seller's expense Closing Company's trust account check.

~~7. CLOSING STATEMENT.~~ Closing Company will prepare and deliver an accurate, complete and detailed closing statement to Buyer and Seller at time of Closing.

