

REALTOR COMPLETION CHECKLIST

SELLER INFORMATION

Names to be used on correspondence: (If different than contract)

Mailing Address:

City _____ State _____ Zip _____

Phone Numbers: _____ Email: _____

INSIDER LIST: Already on? _____ Add? _____ Do Not Add? _____ SOURCE OF BUSINESS: _____

HAVE THE FOLLOWING BEEN PROVIDED TO SELLER:

PRE-LISTING PACKET-YES _____ NO _____ WRITTEN CMA: YES _____ NO _____
 MARKET STATISTICS- YES _____ NO _____ MARKETING PLAN: YES _____ NO _____

REFERRAL INFORMATION (If applicable)

Referring Company: _____ Referring Broker: _____

Address: _____ City _____ State _____ Zip Code _____

Phone Number: _____ Referral amount: \$ _____ OR _____ %

TITLE COMPANY FOR THIS TRANSACTION (please circle one) **Has O&E been ordered? YES NO**

Chicago _____ Empire _____ First American Heritage _____ Land _____ Lawyers North American _____
 Security _____ Stewart _____ Transnation _____ The Group Guaranteed Title _____
 Other _____

HOA: YES _____ NO _____ **LOAN:** YES _____ NO _____

SHOWING INSTRUCTIONS: (This information must be provided)

Property is: OCCUPIED/VACANT _____ By: OWNER/TENANT _____

Occupant Name(s): _____

Phone Number(s): _____

Showing Instructions: _____

Pets on Property: YES/NO Pet Instructions: _____

Directions to Property: _____

MARKETING INFORMATION:

Tour Date: _____ **Enter into MLS/Install sign on:** _____ **Lockbox date for install:** _____

Price Rider: Yes/No _____ Lockbox: Yes/No _____ Combo/Elec Combo: _____

Make 2nd key: Yes/No _____ Brochure Box: Yes/No _____ Realtor Install/Courier Install _____

ASSISTANT TO ORDER: (please check all that apply)

Standard:	
_____ Brochure - From: _____	_____ Inspection- Type: _____
_____ Photos - From: _____	_____ Staging Provider: _____
_____ Measurements: _____	_____ Septic/Well Check: _____
_____ Homebook - From: _____	_____ Radon Test: _____
_____ Postcards- From _____	_____ TBD/Pre-title- From _____
_____ IPW _____	_____ ILC - Order From: _____
_____ Homes and Land: _____	_____ Roofer: _____
_____ Open House - Date: _____	_____ Furnace/AC: _____
_____ Visual Tour - From _____	_____ Handy Man: _____

ASSISTANT CHECKLIST **DATE RECEIVED:** _____

- | | |
|--|--|
| _____ Order O & E | _____ Lender Request |
| _____ Copy of CMA in file | _____ Send HOA Request |
| _____ File Label | _____ Call/Fax Utility Request |
| _____ Sign & Lockbox Request | _____ Check Floodplain |
| _____ Brochure Box | _____ Prepare Counter Display |
| _____ Make 2nd Key | _____ Scan/Upload disclosures in IRES |
| _____ Proof Listing Contract | _____ Write new listing information on scoreboard |
| _____ Closing Instructions | _____ MLS sheet to: |
| _____ Property Disclosure Signed | _____ Partner _____ |
| _____ Source of Water Addendum | _____ Input Form _____ |
| _____ Measurement Disclosure Signed | _____ Loose In File _____ |
| _____ Lead-Based Paint Disclosure Signed | _____ Listing contract to Manager (w/MLS sheet) |
| _____ Fort Collins Occupancy Disclosure | _____ New Listing Letter to Broker |
| _____ Affiliated Business Disclosure | _____ Input & Upload Visual Tour _____ Tour # |
| _____ Sure Close _____ Add MLS# _____ Link to SS | _____ Enhance listing on Realtor.com |
| _____ Upload Documents to Sure Close | _____ Brochure Ordered/ Prepared _____ Temp |
| _____ Sure Close Tasks | _____ Order photos from _____ |
| _____ Input in MLS Only w/ photos | _____ Order Measurements |
| _____ Input in Metrolist Only w/ photos | _____ Order just listed/sold card _____ order labels |
| _____ Enter into Starship _____ Add MLS# | _____ Order Homebook |
| _____ Add to tour | _____ Order TBD/Pre-title |
| _____ Record in Assistant Tickler | |

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(LC50-8-10) (Mandatory 1-11)

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

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

EXCLUSIVE RIGHT-TO-SELL LISTING CONTRACT

SELLER AGENCY TRANSACTION-BROKERAGE

Date: _____

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

2. BROKER AND BROKERAGE FIRM.

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

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

3. DEFINED TERMS.

3.1. Seller:

3.2. Brokerage Firm: THE GROUP, INC. REAL ESTATE ASSOCIATES

3.3. Broker: _____

3.4. Property. The Property is the following legally described real estate in the County of _____, Colorado:

_____ known as No.

_____ Street Address City State Zip

together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto, and all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded.

3.5. Sale.

3.5.1. A Sale is the voluntary transfer or exchange of any interest in the Property or the voluntary creation of the obligation to convey any interest in the Property, including a contract or lease. It also includes an agreement to transfer any

- 52 ownership interest in an entity which owns the Property.
- 53 **3.5.2.** If this box is checked, Seller authorizes Broker to negotiate leasing the Property. Lease of the Property or Lease
- 54 means any lease of an interest in the Property.
- 55 **3.6. Listing Period.** The Listing Period of this Seller Listing Contract shall begin on _____, and
- 56 shall continue through the earlier of (1) completion of the Sale of the Property or (2) _____. Broker shall
- 57 continue to assist in the completion of any transaction for which compensation is payable to Brokerage Firm under § 7 of this Seller
- 58 Listing Contract.
- 59 **3.7. Applicability of Terms.** A check or similar mark in a box means that such provision is applicable. The abbreviation "N/A"
- 60 or the word "Deleted" means not applicable. The abbreviation "MEC" (mutual execution of this contract) means the date upon which
- 61 both parties have signed this Seller Listing Contract.
- 62 **3.8. Day; Computation of Period of Days, Deadline.**
- 63 **3.8.1. Day.** As used in this Seller Listing contract, the term "day" shall mean the entire day ending at 11:59 p.m., United
- 64 States Mountain Time (Standard or Daylight Savings as applicable).
- 65 **3.8.2. Computation of Period of Days, Deadline.** In computing a period of days, when the ending date is not specified,
- 66 the first day is excluded and the last day is included, e.g., three days after MEC. If any deadline falls on Saturday, Sunday
- 67 or federal or Colorado state holiday (Holiday), such deadline **Shall** **Shall Not** be extended to the next day not a
- 68 Saturday, Sunday or Holiday. Should neither box be checked, the deadline shall not be extended.

70 **4. BROKERAGE RELATIONSHIP.**

- 71 **4.1.** If the Seller Agency box at the top of page 1 is checked, Broker shall represent Seller as a Seller's limited agent (Seller's
- 72 Agent). If the Transaction-Brokerage box at the top of page 1 is checked, Broker shall act as a Transaction-Broker.
- 73 **4.2. In-Company Transaction - Different Brokers.** When Seller and buyer in a transaction are working with different brokers,
- 74 those brokers continue to conduct themselves consistent with the brokerage relationships they have established. Seller acknowledges
- 75 that Brokerage Firm is allowed to offer and pay compensation to brokers within Brokerage Firm working with a buyer.
- 76 **4.3. In-Company Transaction - One Broker.** If Seller and buyer are both working with the same broker, Broker shall function
- 77 as:
- 78 **4.3.1. Seller's Agent.** If the Seller Agency box at the top of page 1 is checked, the parties agree the following applies:
- 79 **4.3.1.1. Seller Agency Only.** Unless the box in § 4.3.1.2 (**Seller Agency Unless Brokerage Relationship with**
- 80 **Both**) is checked, Broker shall represent Seller as Seller's Agent and shall treat the buyer as a customer. A
- 81 customer is a party to a transaction with whom Broker has no brokerage relationship. Broker shall disclose to
- 82 such customer Broker's relationship with Seller.
- 83 **4.3.1.2. Seller Agency Unless Brokerage Relationship with Both.** If this box is checked, Broker shall
- 84 represent Seller as Seller's Agent and shall treat the buyer as a customer, unless Broker currently has or enters
- 85 into an agency or Transaction-Brokerage relationship with the buyer, in which case Broker shall act as a
- 86 Transaction-Broker.
- 87 **4.3.2. Transaction-Broker.** If the Transaction-Brokerage box at the top of page 1 is checked, or in the event neither box
- 88 is checked, Broker shall work with Seller as a Transaction-Broker. A Transaction-Broker shall perform the duties described
- 89 in § 5 and facilitate sales transactions without being an advocate or agent for either party. If Seller and buyer are working
- 90 with the same broker, Broker shall continue to function as a Transaction-Broker.

92 **5. BROKERAGE DUTIES.** Brokerage Firm, acting through Broker, as either a Transaction-Broker or a Seller's Agent, shall perform

93 the following **Uniform Duties** when working with Seller:

- 94 **5.1.** Broker shall exercise reasonable skill and care for Seller, including, but not limited to the following:
- 95 **5.1.1.** Performing the terms of any written or oral agreement with Seller;
- 96 **5.1.2.** Presenting all offers to and from Seller in a timely manner regardless of whether the Property is subject to a
- 97 contract for Sale;
- 98 **5.1.3.** Disclosing to Seller adverse material facts actually known by Broker;
- 99 **5.1.4.** Advising Seller regarding the transaction and advising Seller to obtain expert advice as to material matters about
- 100 which Broker knows but the specifics of which are beyond the expertise of Broker;
- 101 **5.1.5.** Accounting in a timely manner for all money and property received; and
- 102 **5.1.6.** Keeping Seller fully informed regarding the transaction.
- 103 **5.2.** Broker shall not disclose the following information without the informed consent of Seller:
- 104 **5.2.1.** That Seller is willing to accept less than the asking price for the Property;
- 105 **5.2.2.** What the motivating factors are for Seller to sell the Property;
- 106 **5.2.3.** That Seller will agree to financing terms other than those offered;
- 107 **5.2.4.** Any material information about Seller unless disclosure is required by law or failure to disclose such information
- 108 would constitute fraud or dishonest dealing; or
- 109 **5.2.5.** Any facts or suspicions regarding circumstances that could psychologically impact or stigmatize the Property.
- 110 **5.3.** Seller consents to Broker's disclosure of Seller's confidential information to the supervising broker or designee for the
- 111 purpose of proper supervision, provided such supervising broker or designee shall not further disclose such information without
- 112 consent of Seller, or use such information to the detriment of Seller.
- 113 **5.4.** Brokerage Firm may have agreements with other sellers to market and sell their property. Broker may show alternative
- 114 properties not owned by Seller to other prospective buyers and list competing properties for sale.

115 5.5. Broker shall not be obligated to seek additional offers to purchase the Property while the Property is subject to a contract for
116 Sale.

117 5.6. Broker has no duty to conduct an independent inspection of the Property for the benefit of a buyer and has no duty to
118 independently verify the accuracy or completeness of statements made by Seller or independent inspectors. Broker has no duty to
119 conduct an independent investigation of a buyer's financial condition or to verify the accuracy or completeness of any statement made
120 by a buyer.

121 5.7. Seller understands that Seller shall not be liable for Broker's acts or omissions that have not been approved, directed, or
122 ratified by Seller.

123 5.8. When asked, Broker Shall Shall Not disclose to prospective buyers and cooperating brokers the existence of
124 offers on the Property and whether the offers were obtained by Broker, a broker within Brokerage firm or by another broker.
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126 6. **ADDITIONAL DUTIES OF SELLER'S AGENT.** If the Seller Agency box at the top of page 1 is checked, Broker is a Seller's
127 Agent, with the following additional duties:

128 6.1. Promoting the interests of Seller with the utmost good faith, loyalty and fidelity;

129 6.2. Seeking a price and terms that are set forth in this Seller Listing Contract; and

130 6.3. Counseling Seller as to any material benefits or risks of a transaction that are actually known by Broker.
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132 7. **COMPENSATION TO BROKERAGE FIRM; COMPENSATION TO COOPERATIVE BROKER.** Seller agrees that any
133 Brokerage Firm compensation that is conditioned upon the Sale of the Property shall be earned by Brokerage Firm as set forth herein
134 without any discount or allowance for any efforts made by Seller or by any other person in connection with the Sale of the Property.

135 7.1. **Amount.** In consideration of the services to be performed by Broker, Seller agrees to pay Brokerage Firm as follows:

136 7.1.1. **Sale Commission.** (1) _____ % of the gross purchase price or (2) _____, in U.S.
137 dollars.

138 7.1.2. **Lease Commission.** If the box in § 3.5.2. is checked, Brokerage Firm shall be paid a fee equal to (1)
139 _____ % of the gross rent under the lease, or (2) _____, in U.S. dollars, payable as follows:
140 _____

141 7.2. **When Earned.** Such commission shall be earned upon the occurrence of any of the following:

142 7.2.1. Any Sale of the Property within the Listing Period by Seller, by Broker or by any other person;

143 7.2.2. Broker finding a buyer who is ready, willing and able to complete the transaction as specified herein by Seller; or

144 7.2.3. Any Sale (or Lease if § 3.5.2. is checked) of the Property within _____ calendar days subsequent to

145 the expiration of the Listing Period (Holdover Period) to anyone with whom Broker negotiated and whose name was
146 submitted, in writing, to Seller by Broker during the Listing Period (including any extensions thereof). However, Seller

147 Shall Shall Not owe the commission to Brokerage Firm under this § 7.2.3 if a commission is earned by another
148 licensed real estate brokerage firm acting pursuant to an exclusive agreement entered into during the Holdover Period. If no
149 box is checked, above in this § 7.2.3 then **(Shall Not)** shall apply and Seller shall not owe the commission to Brokerage Firm.

150 7.3. **When Applicable and Payable.** The commission obligation shall apply to a Sale made during the Listing Period or any
151 extension of such original or extended term. The commission described in § 7.1.1 shall be payable at the time of the closing
152 of the Sale, or, if there is no closing (due to the refusal or neglect of Seller) then on the contracted date of closing, as
153 contemplated by § 7.2.1 or § 7.2.3, or upon fulfillment of § 7.2.2 where the offer made by such buyer is not accepted by
154 Seller.

155 7.4. **Other Compensation.**
156 _____

157 7.5. **Cooperative Broker Compensation.** Broker shall seek assistance from, and Brokerage Firm offers compensation to,
158 outside brokerage firms, whose brokers are acting as:

159 **Buyer Agents:** _____ % of the gross sales price or _____, in U.S. dollars.

160 **Transaction-Brokers:** _____ % of the gross sales price or _____, in U.S. dollars.
161

162 8. **LIMITATION ON THIRD-PARTY COMPENSATION.** Neither Broker nor the Brokerage Firm, except as set forth in § 7, shall
163 accept compensation from any other person or entity in connection with the Property without the written consent of Seller. Additionally,
164 neither Broker nor Brokerage Firm shall assess or receive mark-ups or other compensation for services performed by any third party or
165 affiliated business entity unless Seller signs a separate written consent.
166

167 9. **OTHER BROKERS' ASSISTANCE, MULTIPLE LISTING SERVICES AND MARKETING.** Seller has been advised by
168 Broker of the advantages and disadvantages of various marketing methods, including advertising and the use of multiple listing services
169 (MLS) and various methods of making the Property accessible by other brokerage firms (e.g., using lock boxes, by-appointment-only
170 showings, etc.), and whether some methods may limit the ability of another broker to show the Property. After having been so advised,
171 Seller has chosen the following (check all that apply):

172 9.1. **MLS/Information Exchange.**

173 9.1.1. The Property Shall Shall Not be submitted to one or more MLS and Shall Shall Not be submitted
174 to one or more property information exchanges. If submitted, Seller authorizes Broker to provide timely notice of any status
175 change to such MLS and information exchanges. Upon transfer of deed from Seller to buyer, Seller authorizes Broker to
176 provide sales information to such MLS and information exchanges, if any.

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9.1.2. Seller authorizes the use of electronic and all other marketing methods except:

9.1.3. Seller further authorizes use of the data by MLS and property information exchanges, if any.

9.1.4. The Property Address Shall Shall Not be displayed on the Internet.

9.1.5. The Property Listing Shall Shall Not be displayed on the Internet.

9.2. **Property Access.** Access to the Property may be by:

Lock Box

Other instructions:

9.3. **Broker Marketing.** The following specific marketing tasks shall be performed by Broker:

9.4. **Brokerage Services.** The Broker shall provide brokerage services to Seller.

10. **SELLER'S OBLIGATIONS TO BROKER; DISCLOSURES AND CONSENT.**

10.1. **Negotiations and Communication.** Seller agrees to conduct all negotiations for the Sale of the Property only through Broker, and to refer to Broker all communications received in any form from real estate brokers, prospective buyers, tenants or any other source during the Listing Period of this Seller Listing Contract.

10.2. **Advertising.** Seller agrees that any advertising of the Property by Seller (e.g., Internet, print and signage) shall first be approved by Broker.

10.3. **No Existing Listing Agreement.** Seller represents that Seller Is Is Not currently a party to any listing agreement with any other broker to sell the Property.

10.4. **Ownership of Materials and Consent.** Seller represents that all materials (including all photographs, renderings, images or other creative items) supplied to Broker by or on behalf of Seller are owned by Seller, except as Seller has disclosed in writing to Broker. Seller is authorized to and grants to Broker, Brokerage Firm and any multiple listing service (that Broker submits the Property to) a nonexclusive irrevocable, royalty-free license to use such material for marketing of the Property, reporting as required and the publishing, display and reproduction of such material, compilation and data. This license shall survive the termination of this Seller Listing Contract.

10.5. **Colorado Foreclosure Protection Act.** The Colorado Foreclosure Protection Act (Act) generally applies if (1) the Property is residential (2) Seller resides in the Property as Seller's principal residence (3) Buyer's purpose in purchase of the Property is not to use the Property as Buyer's personal residence and (4) the Property is in foreclosure or Buyer has notice that any loan secured by the Property is at least thirty days delinquent or in default. If all requirements 1, 2, 3 and 4 are met and the Act otherwise applies, then a contract between Buyer and Seller for the sale of the Property, that complies with the provisions of the Act is required. If the transaction is a Short Sale transaction and a Short Sale Addendum is part of the Contract between Seller and Buyer, the Act does not apply. It is recommended that Seller consult with an attorney.

11. **PRICE AND TERMS.** The following Price and Terms are acceptable to Seller:

11.1. **Price:** U.S. \$ _____

11.2. **Terms:** Cash Conventional FHA VA

Other: _____

11.3. **Loan Discount Points.** _____

11.4. **Buyer's Closing Costs (FHA/VA).** Seller shall pay closing costs and fees, not to exceed \$ _____, that Buyer is not allowed by law to pay, for tax service and _____

11.5. **Earnest Money.** Minimum amount of earnest money deposit U.S. \$ _____ in the form of _____

11.6. **Seller Proceeds.** Seller will receive 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; or **Closing Company's Trust Account Check.**

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

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

13. **INCLUSIONS AND EXCLUSIONS.**

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

238 **13.1.1. Fixtures.** If attached to the Property on the date of this Seller Listing Contract, lighting, heating, plumbing,
239 ventilating, and air conditioning fixtures, TV antennas, inside telephone, network and coaxial (cable) wiring and connecting
240 blocks/jacks, plants, mirrors, floor coverings, intercom systems, built-in kitchen appliances, sprinkler systems and controls,
241 built-in vacuum systems (including accessories), garage door openers including _____ remote controls; and
242

243 **13.1.2. Personal Property.** If on the Property whether attached or not on the date of this Seller Listing Contract: storm
244 windows, storm doors, window and porch shades, awnings, blinds, screens, window coverings, curtain rods, drapery rods,
245 fireplace inserts, fireplace screens, fireplace grates, heating stoves, storage sheds, and all keys. If checked, the following
246 are included: **Water Softeners** **Smoke/Fire Detectors** **Security Systems** **Satellite Systems** (including
247 satellite dishes); and
248

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

253 **13.1.3. Trade Fixtures.** The following trade fixtures:
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255 The Trade Fixtures to be conveyed at closing shall be conveyed by Seller, free and clear of all taxes (except personal
256 property taxes for the year of closing), liens and encumbrances, except
257

258 Conveyance shall be by bill of sale or other applicable legal instrument.

259 **13.1.4. Parking and Storage Facilities.** **Use Only** **Ownership** of the following parking facilities;
260

261 and **Use Only** **Ownership** of the following storage facilities:
262

263 **13.1.5. Water Rights.** The following legally described water rights:
264

265 Any water rights shall be conveyed by _____ deed or other applicable legal
266 instrument. The Well Permit # is _____
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268 **13.1.6. Growing Crops:** The following growing crops:
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270 **13.2. Exclusions.** The following are excluded (Exclusions):
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272 **14. TITLE AND ENCUMBRANCES.** Seller represents to Broker that title to the Property is solely in Seller's name. Seller shall deliver
273 to Broker true copies of all relevant title materials, leases, improvement location certificates and surveys in Seller's possession and shall
274 disclose to Broker all easements, liens and other encumbrances, if any, on the Property, of which Seller has knowledge. Seller authorizes
275 the holder of any obligation secured by an encumbrance on the Property to disclose to Broker the amount owing on said encumbrance and
276 the terms thereof. In case of Sale, Seller agrees to convey, by a _____ deed, only that title Seller has
277 in the Property. Property shall be conveyed free and clear of all taxes, except the general taxes for the year of closing.

278 All monetary encumbrances (such as mortgages, deeds of trust, liens, financing statements) shall be paid by Seller and released
279 except as Seller and buyer may otherwise agree. Existing monetary encumbrances are as follows:
280

281 The Property is subject to the following leases and tenancies:
282

283 If the Property has been or will be subject to any governmental liens for special improvements installed at the time of signing a Sale
284 contract, Seller shall be responsible for payment of same, unless otherwise agreed. Brokerage Firm may terminate this Seller Listing
285 Contract upon written notice to Seller that title is not satisfactory to Brokerage Firm.
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287 **15. EVIDENCE OF TITLE.** Seller agrees to furnish buyer, at Seller's expense, a current commitment and an owner's title insurance
288 policy in an amount equal to the Purchase Price in the form specified in the Sale contract, or if this box is checked, **An Abstract of**
289 **Title** certified to a current date.
290

291 **16. ASSOCIATION ASSESSMENTS.** Seller represents that the amount of the regular owners' association assessment is currently
292 payable at \$ _____ per _____ and that there are no unpaid regular or special assessments against the Property
293 except the current regular assessments and except
294

295 Seller agrees to promptly request the owners' association to deliver to buyer before date of closing a current statement of assessments
296 against the Property.
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298 **17. POSSESSION.** Possession of the Property shall be delivered to buyer as follows:

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subject to leases and tenancies as described in §14.

18. MATERIAL DEFECTS, DISCLOSURES AND INSPECTION.

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

18.2. Seller's Obligations.

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

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

18.2.3. Carbon Monoxide Alarms. Note: If the improvements on the Property have a fuel-fired heater or appliance, a fireplace, or an attached garage and one or more rooms lawfully used for sleeping purposes (Bedroom), Seller understands that Colorado law requires that Seller assure the Property has an operational carbon monoxide alarm installed within fifteen feet of the entrance to each Bedroom or in a location as required by the applicable building code, prior to offering the Property for sale or lease.

18.3. Right of Broker to Terminate. Although Broker has no obligation to investigate or inspect the Property, and no duty to verify statements made, Broker shall have the right to terminate this Seller Listing Contract if the physical condition of the Property, Inclusions, any proposed or existing transportation project, road, street or highway, or any other activity, odor or noise (whether on or off the Property) and its effect or expected effect on the Property or its occupants, or if any facts or suspicions regarding circumstances that could psychologically impact or stigmatize the Property are unsatisfactory to Broker.

19. FORFEITURE OF PAYMENTS. In the event of a forfeiture of payments made by a buyer, the sums received shall be divided between Brokerage Firm and Seller, one-half thereof to Brokerage Firm but not to exceed the Brokerage Firm compensation agreed upon herein, and the balance to Seller. Any forfeiture of payment under this section shall not reduce any Brokerage Firm compensation, owed, earned and payable under §7.

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

21. DISCLOSURE OF SETTLEMENT COSTS. Seller acknowledges that cost, quality, and extent of service vary between different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

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

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

24. RECOMMENDATION OF LEGAL AND TAX COUNSEL. By signing this document, Seller acknowledges that Broker has advised that this document has important legal consequences and has recommended consultation with legal and tax or other counsel before signing this Seller Listing Contract.

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

362 known address.
363
364 **26. ATTORNEY FEES.** In the event of any arbitration or litigation relating to this Seller Listing Contract, the arbitrator or court shall
365 award to the prevailing party all reasonable costs and expenses, including attorney and legal fees.
366
367 **27. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate
368 Commission.)
369

A. Sellers, by their initials below, chose one of the following options (1 or 2):

1) _____ (initials) Seller agrees (at Seller's expense) to have the following inspections done on the property within 7 days. Inspections to be completed by licensed contractors. (Seller to initial any choices)

____ Roof ____ Furnace ____ Radon ____ Electrical
____ Plumbing ____ Foundation ____ Septic
____ Other _____

2) _____ (initials) Seller chooses not to have inspections done on the property and understands the potential risks and costs that may be incurred when a buyer has the property inspected after the property is under contract.

370
371 **28. ATTACHMENTS.** The following are a part of this Seller Listing Contract:
372
373

374 **29. NO OTHER PARTY OR INTENDED BENEFICIARIES.** Nothing in this Seller Listing Contract shall be deemed to inure to the
375 benefit of any person other than Seller, Broker and Brokerage Firm.
376

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

378 **30.1. Physical Delivery.** All notices must be in writing, except as provided in § 30.2. Any document, including a signed
379 document or notice, delivered to the other party to this Seller Listing Contract, is effective upon physical receipt. Delivery to Seller
380 shall be effective when physically received by Seller, any signator on behalf of Seller, any named individual of Seller or
381 representative of Seller.

382 **30.2. Electronic Delivery.** As an alternative to physical delivery, any document, including any signed document or written
383 notice may be delivered in electronic form only by the following indicated methods: Facsimile E-mail Internet No
384 **Electronic Delivery.** Documents with original signatures shall be provided upon request of any party.

385 **30.3. Choice of Law.** This Seller Listing Contract and all disputes arising hereunder shall be governed by and construed in
386 accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in this state for
387 property located in Colorado.
388

389 **31. MODIFICATION OF THIS LISTING CONTRACT.** No subsequent modification of any of the terms of this Seller Listing
390 Contract shall be valid, binding upon the parties, or enforceable unless made in writing and signed by the parties.
391

392 **32. COUNTERPARTS.** If more than one person is named as a Seller herein, this Seller Listing Contract may be executed by each
393 Seller, separately, and when so executed, such copies taken together with one executed by Broker on behalf of Brokerage Firm shall be
394 deemed to be a full and complete contract between the parties.
395

396 **33. ENTIRE AGREEMENT.** This agreement constitutes the entire contract between the parties, and any prior agreements, whether oral
397 written, have been merged and integrated into this Seller Listing Contract.
398

399 **34. COPY OF CONTRACT.** Seller acknowledges receipt of a copy of this Seller Listing Contract signed by Broker, including all
400 attachments.
401

402 Brokerage Firm authorizes Broker to execute this Seller Listing Contract on behalf of Brokerage Firm.
403

SELLER'S SIGNATURE _____ DATE _____

SELLER'S SIGNATURE _____ DATE _____

404 Electronic Address: _____

405

406 Broker's Name: _____

407 Address: 375 E. HORSETOOTH ROAD, FORT COLLINS, CO 80525

408 Phone No.: 970-223-0700 Fax No.: _____

409 Electronic Address: _____

410

The Group, Inc. Real Estate
375 East Horsetooth Road #1
Fort Collins, CO 80525
Phone: 970-223-0700, Fax: 970-223-2999

By: _____

Signature The Group, Inc. Real Estate Date

411 Electronic Address: _____

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (SPD19-8-10) (Mandatory 1-11)

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

SELLER'S PROPERTY DISCLOSURE
(ALL TYPES OF PROPERTIES)

THIS DISCLOSURE SHOULD BE COMPLETED BY SELLER, NOT BY BROKER.

Seller states that the information contained in this Disclosure is correct to Seller's CURRENT ACTUAL KNOWLEDGE as of this Date. Any changes will be disclosed by Seller to Buyer promptly after discovery. Seller hereby receipts for a copy of this Disclosure. If the Property is part of a Common Interest Community, this Disclosure is limited to the Property or Unit itself, except as stated in Section L. Broker may deliver a copy of this Disclosure to prospective buyers.

Note: If an item is not present at the Property or if an item is not to be included in the sale, mark the "N/A" Column. The Contract to Buy and Sell Real Estate, not this Disclosure form, determines whether an item is included or excluded; if there is an inconsistency between this form and the Contract, the Contract controls.

Date: _____

Property Address: _____

Seller: _____

I. IMPROVEMENTS

If this box is checked, there are no structures or improvements on the Property; do not complete Sections A-G.

A. STRUCTURAL CONDITIONS						
Do any of the following conditions now exist or have they ever existed:	Yes	No	Do Not Know	N/A	Comments	
1 Structural problems						
2 Moisture and/or water problems						
3 Damage due to termites, other insects, birds, animals or rodents						
4 Damage due to hail, wind, fire or flood						
5 Cracks, heaving or settling problems						
6 Exterior wall or window problems						
7 Exterior Artificial Stucco (EIFS)						
8 Any additions or alterations made						
9 Building code, city or county violations						
B. ROOF						
Do any of the following conditions now exist:	Yes	No	Do Not Know	N/A	Comments	
1 Roof problems						
2 Roof material _____ Age _____ Roof material _____ Age _____						
3 Roof leak: Past						
4 Roof leak: Present						
5 Damage to roof: Past						
6 Damage to roof: Present						
7 Roof under warranty until _____. Transferable						
8 Roof work done while under current roof warranty						
9 Skylight problems						
10 Gutter or downspout problems						

		IN WORKING CONDITION					
C.	APPLIANCES Are the following now in working condition:	Yes	No	Do Not Know	Age If Known	N/A	Comments
1	Built-in vacuum system & accessories						
2	Clothes dryer						
3	Clothes washer						
4	Dishwasher						
5	Disposal						
6	Freezer						
7	Gas grill						
8	Hood						
9	Microwave oven						
10	Oven						
11	Range						
12	Refrigerator						
13	T.V. antenna <input type="checkbox"/> Owned <input type="checkbox"/> Leased						
14	Satellite system or DSS dish <input type="checkbox"/> Owned <input type="checkbox"/> Leased						
15	Trash compactor						
		IN WORKING CONDITION					
D.	ELECTRICAL & TELECOMMUNICATIONS Are the following now in working condition:	Yes	No	Do Not Know	Age If Known	N/A	Comments
1	Security System: <input type="checkbox"/> Owned <input type="checkbox"/> Leased						
2	Smoke/fire detectors: <input type="checkbox"/> Battery <input type="checkbox"/> Hardwire						
3	Carbon Monoxide Alarm <input type="checkbox"/> Battery <input type="checkbox"/> Hardwire						
4	Light fixtures						
5	Switches & outlets						
6	Aluminum wiring (110)						
7	Electrical: Phase _____ Voltage _____						
8	Telecommunications (T1, fiber, cable, satellite)						
9	Inside telephone wiring & blocks/jacks						
10	Abandoned communication cables <input type="checkbox"/> Yes <input type="checkbox"/> No						
11	Ceiling fans						
12	Garage door opener						
13	Garage door control(s) #						
14	Intercom/doorbell						
15	In-wall speakers						
16	220 volt service						
17	Landscape lighting						
		IN WORKING CONDITION					
E.	MECHANIC Are the following now in working condition:	Yes	No	Do Not Know	Age If Known	N/A	Comments
1	Air conditioning:						
	Evaporative cooler						
	Window units						
	Central						
	Computer room						
2	Attic/whole house fan						
3	Vent fans						
4	Humidifier						

E.	MECHANICAL (Continued)	IN WORKING CONDITION			Age If Known	N/A	Comments
		Yes	No	Do Not Know			
5	Air purifier						
6	Sauna						
7	Hot tub or spa						
8	Steam room/shower						
9	Pool						
10	Heating system:						
	Type _____ Fuel _____						
	Type _____ Fuel _____						
11	Water heater: Number of _____ Fuel type _____ Capacity _____						
12	Fireplace: Type _____ Fuel _____						
13	Fireplace insert						
14	Stove: Type _____ Fuel _____						
15	When was fireplace/wood stove, chimney/flue last cleaned: Date: _____ <input type="checkbox"/> Do not know						
16	Fuel tanks: <input type="checkbox"/> Owned <input type="checkbox"/> Leased						
17	Radiant heating system <input type="checkbox"/> Interior <input type="checkbox"/> Exterior Hose Type _____						
18	Overhead door						
19	Entry gate system						
20	Elevator/escalators						
21	Lift/hoist/crane						

F.	WATER, SEWER & OTHER UTILITIES Are the following now in working condition:	IN WORKING CONDITION			Age If Known	N/A	Comments
		Yes	No	Do Not Know			
1	Water filter system: <input type="checkbox"/> Owned <input type="checkbox"/> Leased						
2	Water softener: <input type="checkbox"/> Owned <input type="checkbox"/> Leased						
3	Sewage problems: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Do not know						
4	Lift station (sewage ejector pump)						
5	Drainage, storm sewers, retention ponds						
6	Grey water storage/use						
7	Plumbing problems <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Do not know						
8	Sump Pump						
9	Underground sprinkler system						
10	Fire sprinkler system						
11	Polybutylene pipe: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Do not know						
12	Galvanized pipe: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Do not know						
13	Backflow prevention device: <input type="checkbox"/> Domestic <input type="checkbox"/> Irrigation <input type="checkbox"/> Fire <input type="checkbox"/> Sewage						
14	Irrigation pump						
15	Well pump						

G. OTHER DISCLOSURES - IMPROVEMENTS		Yes	No	Do Not Know	N/A	Comments
1	Included fixtures and equipment now in working condition					
2						
3						
4						

II. GENERAL						
H. USE, ZONING & LEGAL ISSUES		Yes	No	Do Not Know	N/A	Comments
Do any of the following conditions now exist:		Yes	No	Do Not Know	N/A	Comments
1	Current use of the Property					
2	Zoning violation, variance, conditional use, violation of an enforceable PUD or non-conforming use					
3	Notice or threat of condemnation proceedings					
4	Notice of any adverse conditions from any governmental or quasi-governmental agency that have not been resolved					
5	Violation of restrictive covenants or owners' association rules or regulations					
6	Any building or improvements constructed within the past one year from this Date without approval by the Association or the designated approving body					
7	Notice of zoning action related to the Property					
8	Notice of ADA complaint or report					
9	Other legal action					

I. ACCESS, PARKING, DRAINAGE & SIGNAGE		Yes	No	Do Not Know	N/A	Comments
Do any of the following conditions now exist:		Yes	No	Do Not Know	N/A	Comments
1	Any access problems					
2	Roads, driveways, trails or paths through the Property used by others					
3	Public highway or county road bordering the Property					
4	Any proposed or existing transportation project that affects or is expected to affect the Property					
5	Encroachments, boundary disputes or unrecorded easements					
6	Shared or common areas with adjoining properties					
7	Cross-parking agreement, covenants, easements					
8	Requirements for curb, gravel/paving, landscaping					
9	Flooding or drainage problems: Past					
10	Flooding or drainage problems: Present					
11	Signs: <input type="checkbox"/> Owned <input type="checkbox"/> Leased					
12	Signs: Government or private restriction problems					

J.	WATER & SEWER SUPPLY	Yes	No	Do Not Know	N/A	Comments
	Do any of the following conditions now exist:					
1	Water Rights: Type					
2	Water tap fees paid in full					
3	Sewer tap fees paid in full					
4	Subject to augmentation plan					
5	Well required to be metered					
6	Type of water supply: <input type="checkbox"/> Public <input type="checkbox"/> Community <input type="checkbox"/> Well <input type="checkbox"/> Shared Well <input type="checkbox"/> Cistern <input type="checkbox"/> None If the Property is served by a Well, a copy of the Well Permit <input type="checkbox"/> Is <input type="checkbox"/> Is Not attached. Well Permit #: _____ <input type="checkbox"/> Drilling Records <input type="checkbox"/> Are <input type="checkbox"/> Are not attached. Shared Well Agreement <input type="checkbox"/> Yes <input type="checkbox"/> No. The Water Provider for the Property can be contacted at: Name: _____ Address: _____ Web Site: _____ Phone No.: _____ <input type="checkbox"/> There is neither a Well nor a Water Provider for the Property. The source of potable water for the Property is [describe source]: SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.					
7	Type of sanitary sewer service: Public Community Septic System None Other _____ If the Property is served by an on-site septic system, supply to buyer a copy of the permit. Type of septic system: <input type="checkbox"/> Tank <input type="checkbox"/> Leach <input type="checkbox"/> Lagoon					
K.	ENVIRONMENTAL CONDITIONS	Yes	No	Do Not Know	N/A	Comments
	Do any of the following conditions now exist or have they ever existed:					
1	Hazardous materials on the Property, such as radioactive, toxic, or biohazardous materials, asbestos, pesticides, herbicides, wastewater sludge, radon, methane, mill tailings, solvents or petroleum products					
2	Underground storage tanks					
3	Aboveground storage tanks					
4	Underground transmission lines					
5	Pets kept on the Property					
6	Property used as, situated on, or adjoining a dump, land fill or municipal solid waste land fill					
7	Monitoring wells or test equipment					
8	Sliding, settling, upheaval, movement or instability of earth or expansive soils of the Property					
9	Mine shafts, tunnels or abandoned wells on the Property					
10	Within governmentally designated geological hazard or sensitive area					
11	Within governmentally designated flood plain or wetland area					
12	Governmentally designated noxious weeds (within last 3 years only) If yes, see Section O.					
13	Dead, diseased or infested trees or shrubs					
14	Environmental assessments, studies or reports done involving the physical condition of the Property					
15	Property used for any mining, graveling, or other natural resource extraction operations such as oil and gas wells					
16	Endangered species on the Property					
17	Archeological features, fossils, or artifacts on the Property					
18	Interior of Improvements of Property Tobacco Smoke-free					
19	Other environmental problems					

L.	COMMON INTEREST COMMUNITY - ASSOCIATION PROPERTY Do any of the following conditions now exist:	Yes	No	Do Not Know	N/A	Comments
1	Property is part of an owners' association					
2	Special assessments or increases in regular assessments approved by owners' association but not yet implemented					
3	Has the Association made demand or commenced a lawsuit against a builder or contractor alleging defective construction of improvements of the Association Property (common area or property owned or controlled by the Association but outside the Seller's Property or Unit).					

M.	OTHER DISCLOSURES - GENERAL Do any of the following conditions now exist:	Yes	No	Do Not Know	N/A	Comments
1	Any part of the Property leased to others (written or oral)					
2	Written reports of any building, site, roofing, soils or engineering investigations or studies of the Property					
3	Any property insurance claim submitted (whether paid or not)					
4	Structural, architectural and engineering plans and/or specifications for any existing improvements					
5	Property was previously used as a methamphetamine laboratory and not remediated to state standards					
6	Government special improvements approved, but not yet installed, that may become a lien against the Property					

III. LAND

N.	CROPS, LIVESTOCK & LEASES Do any of the following conditions now exist:	Yes	No	Do Not Know	N/A	Comments
1	Crops being grown on the Property					
2	Seller owns all crops					
3	Livestock on the Property					
4	Any land leased from others: <input type="checkbox"/> State <input type="checkbox"/> BLM <input type="checkbox"/> Federal <input type="checkbox"/> Private <input type="checkbox"/> Other					

O.	NOXIOUS WEEDS Do any of the following conditions now exist:	Yes	No	Do Not Know	N/A	Comments
	The Colorado Weed Management Act became law on January 1, 1992. The law requires that every county or municipality in Colorado adopt a weed management plan outlining the rules governing identification and method of eradication. The State of Colorado has identified PURPLE LOOSESTRIFE, SPOTTED KNAPWEED, MUSK THISTLE, LEAFY SPURGE, CANADIAN THISTLE, DIFFUSE KNAPWEED, RUSSIAN KNAPWEED, DALMATION TOADFLAX and YELLOW TOADFLAX, among others, as noxious weeds.					
	Have any of the following occurred to the Property within the last 3 years:					
1	Identification of noxious weeds					
2	Subject to written weed control plan					
3	Herbicides applied					
4	Biological agents or insects released on any of the noxious weeds					

P.	OTHER DISCLOSURES - Land Do any of the following conditions now exist:	Yes	No	Do Not Know	N/A	Comments
1	Any part of the Property enrolled in any governmental programs such as Conservation Reserve Program (CRP), Wetlands Reserve Program (WRP), etc.					
2	Conservation easement					

Seller and Buyer understand that the real estate brokers do not warrant or guarantee the above information on the Property. Property inspection

services may be purchased and are advisable. This form is **not** intended as a substitute for an inspection of the Property.

ADVISORY TO SELLER:

Failure to disclose a known material defect may result in legal liability.

The information contained in this Disclosure has been furnished by Seller, who certifies to the truth thereof based on Seller's CURRENT ACTUAL KNOWLEDGE.

SELLER _____ DATE _____

SELLER _____ DATE _____

ADVISORY TO BUYER:

1. Even though Seller has answered the above questions to Seller's current actual knowledge, Buyer should thoroughly inspect the Property and obtain expert assistance to accurately and fully evaluate the Property to confirm the status of the following matters:

- a. the physical condition of the Property;
- b. the presence of mold or other biological hazards;
- c. the presence of rodents, insects and vermin including termites;
- d. the legal use of the Property and legal access to the Property;
- e. the availability and source of water, sewer, and utilities;
- f. the environmental and geological condition of the Property;
- g. the presence of noxious weeds; and
- h. any other matters that may affect Buyer's use and ownership of the Property that are important to Buyer as Buyer decides whether to purchase the Property.

2. Seller states that the information is correct to "Seller's current actual knowledge" as of the date of this form. The term "current actual knowledge" is intended to limit Seller's disclosure only to facts actually known by the Seller and does not include "constructive knowledge" or "common knowledge" or what Seller "should have known" about the Property. The Seller has no duty to inspect the Property when this Disclosure is filled in and signed.

3. Valuable information may be obtained from various local/state/federal agencies, and other experts may assist Buyer by performing more specific evaluations and inspections of the Property.

4. Boundaries, location and ownership of fences, driveways, hedges, and similar features of the Property may become the subjects of a dispute between a property owner and a neighbor. A survey may be used to determine the likelihood of such problems.

5. Whether any item is included or excluded is determined by the contract between Buyer and Seller and not this Seller's Property Disclosure.

6. Buyer acknowledges that Seller does not warrant that the Property is fit for Buyer's intended purposes or use of the Property. Buyer acknowledges that Seller's indication that an item is "working" is not to be construed as a warranty of its continued operability or as a representation or warranty that such item is fit for Buyer's intended purposes.

7. Buyer hereby receipts for a copy of this Disclosure.

BUYER _____ DATE _____



2803 East Harmony Road
Fort Collins, CO 80528
Office 970\229-0700
Fax 970\223-7887



The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission (LP47-5-04)

Lead-Based Paint Obligations of Seller

Seller acknowledges the following obligations, which shall be completed before the buyer is obligated under any contract to buy and sell real estate. There is no obligation of Seller to conduct any evaluation or reduction activities.

1. Seller shall provide the required lead warning statement set forth on the lead-based paint disclosure form.
2. Seller shall provide the buyer with the EPA-approved lead hazard information pamphlet "Protect Your Family From Lead in Your Home."
3. Seller shall disclose to the buyer and the real estate licensee(s) the presence of any known lead-based paint and/ or lead-based paint hazards in the Property being sold. Seller shall also disclose any additional information available to Seller concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for the determination that lead-based paint and/or lead-based paint hazards exist, the location of the lead-based paint and/or lead-based paint hazards, and the condition of the painted surfaces.
4. Seller shall disclose to each real estate licensee the existence of any available records or reports. Seller shall also provide the buyer with any records or reports available to Seller pertaining to lead-based paint and/or lead-based paint hazards in the Property being sold. This requirement includes records and reports regarding common areas. This requirement also includes records and reports regarding other residential dwellings in multifamily target housing, provided that such information is part of an evaluation or reduction of lead-based paint and/or lead-based paint hazards in the building as a whole. If no such records or reports are available, Seller shall so indicate.
5. Seller, before a buyer is obligated under any contract to buy and sell real estate, shall permit the buyer a 10-day period (unless the parties mutually agree, in writing, upon a different period of time) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards. A buyer may waive the opportunity to conduct the risk assessment or inspection by so indicating in writing.
6. Seller must sign and date the Lead-Based Paint Disclosure, certifying to the accuracy of Seller's statements, to the best of Seller's knowledge.

If any of the disclosure activities identified above occurs after the buyer has provided an offer to purchase the Property, Seller shall complete the required disclosure activities prior to accepting the buyer's offer and allow the buyer an opportunity to review the information and possibly amend the offer.

Seller is required to retain a copy of the completed Lead-Based Paint Disclosure for 3 years from the completion date of the sale.

Property known as No. _____
Street Address _____ City _____ State _____ Zip _____

SELLER _____ DATE _____

SELLER _____ DATE _____



375 E. Horsetooth Road
 Ft. Collins, CO 80525
 Phone: 970-223-0700
 Fax: 970-223-2999



The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (LP45-5-04)

Lead-Based Paint Disclosure (Sales)

Attachment to Contract to Buy and Sell Real Estate for the Property known as:

Street Address _____ City _____ State _____ Zip _____

WARNING! LEAD FROM PAINT, DUST, AND SOIL CAN BE DANGEROUS IF NOT MANAGED PROPERLY

Penalties for failure to comply with Federal Lead-Based Paint Disclosure Laws include treble (3 times) damages, attorney fees, costs, and a penalty up to \$10,000 (plus adjustment for inflation) for each violation.

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure to Buyer and Real Estate Licensee(s) and Acknowledgment

- (a) Seller acknowledges that Seller has been informed of Seller's obligations. Seller is aware that Seller must retain a copy of this disclosure for not less than three years from the completion date of the sale.
- (b) Presence of lead-based paint and/or lead-based paint hazards (check one box below):
 - Seller has no knowledge of any lead-based paint and/or lead-based paint hazards present in the housing.
 - Seller has knowledge of lead-based paint and/or lead-based paint hazards present in the housing (explain):
- (c) Records and reports available to Seller (check one box below):
 - Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.
 - Seller has provided Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

Buyer's Acknowledgment

- (d) Buyer has read the Lead Warning Statement above and understands its contents.
- (e) Buyer has received copies of all information, including any records and reports listed by Seller above.
- (f) Buyer has received the pamphlet "Protect Your Family From Lead in Your Home."
- (g) Buyer acknowledges federal law requires that before a buyer is obligated under any contract to buy and sell real estate, Seller shall permit Buyer a 10-day period (unless the parties mutually agree, in writing, upon a different period of time) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.
- (h) Buyer, after having reviewed the contents of this form, and any records and reports listed by Seller, has elected to (check one box below):
 - Obtain a risk assessment or an inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards, within the time limit and under the terms of Section 10 of the Contract to Buy and Sell Real Estate, or
 - Waive the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Real Estate Licensee's Acknowledgment

PREPARED BY: The Group, Inc., Real Estate Associates
 LP45-5-04. LEAD-BASED PAINT DISCLOSURE (SALES). Colorado Real Estate Commission
 RealFA\$T® Software, ©2008, Version 6.16. Software Registered to: Susan Orth, The Group, Inc. Real Estate

Buyer(s) _____

Page 1 of 2
 Seller(s) _____

Each real estate licensee signing below acknowledges receipt of the above Seller's Disclosure, has informed Seller of Seller's obligations and is aware of licensee's responsibility to ensure compliance.

Certification of Accuracy

I certify that the statements I have made are accurate to the best of my knowledge.

SELLER _____ DATE _____

SELLER _____ DATE _____

BUYER _____ DATE _____

Real Estate Licensee (Listing)

Real Estate Licensee (Selling)

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(SF 94-5-04)

SQUARE FOOTAGE DISCLOSURE

This disclosure is made to Buyer and Seller pursuant to the requirements of Colorado Real Estate Commission and applies to improved residential real estate. Check applicable boxes below.

Property Address: _____

1. Licensee Measurement

Listing Licensee **Has** **Has Not** measured the square footage of the residence according to the following standard, methodology or manner.

<u>Standard/Methodology/Manner</u>	<u>Date Measured</u>	<u>Square Footage</u>
<input type="checkbox"/> Exterior measurement	_____	_____
<input type="checkbox"/> FHA	_____	_____
<input type="checkbox"/> ANSI	_____	_____
<input type="checkbox"/> Local standard _____	_____	_____
<input type="checkbox"/> Other _____	_____	_____

2. Other Source of Measurement:

Listing Licensee **Is** **Is Not** providing information on square footage of the residence from another source(s) as indicated below:

<u>Source of Square Footage Information</u>	<u>Date</u>	<u>Square Footage</u>
<input type="checkbox"/> Prior appraisal (Date of document)	_____	_____
<input type="checkbox"/> Building plans (Date of Document)	_____	_____
<input type="checkbox"/> Assessor's office (Date obtained)	_____	_____
<input type="checkbox"/> Other _____	_____	_____

Measurement is for the purpose of marketing, may not be exact and is not for loan, valuation or other purpose.
If exact square footage is a concern, the property should be independently measured.

Buyer and Seller are advised to verify this information. Any independent measurement or investigation should be completed on or before the Inspection Objection Deadline of the contract.

By _____
Listing Licensee Date

The undersigned acknowledge receipt of this disclosure.

SELLER _____ DATE _____

SELLER _____ DATE _____

BUYER _____ DATE _____

BUYER _____ DATE _____



375 E. Horsetooth Road
 Ft. Collins, CO 80525
 Phone: 970-223-0700
 Fax: 970-223-2999



The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
 (SWA35-8-07) (Mandatory 1-08)

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

**SOURCE OF WATER ADDENDUM
 TO CONTRACT TO BUY AND SELL REAL ESTATE**

Date: _____

1. ADDENDUM TO CONTRACT TO BUY AND SELL REAL ESTATE. This Source of Water Addendum (Addendum) is made a part of that Contract to Buy and Sell Real Estate between Seller and Buyer dated _____ (Contract), for the purchase and sale of the Property known as No. _____

Street Address _____ City _____ State _____ Zip _____

2. SOURCE OF POTABLE WATER. Seller discloses the following information for the source of potable water for the Property.

[Select and complete 1, 2 or 3 as applicable.]

2.1. The Property's source of water is a Well.
 If a well is the source of water for the Property, a copy of the current Well Permit
 Is Is Not attached.

2.2. The Water Provider for the Property can be contacted at:
 Name: _____
 Address: _____
 Web Site: _____
 Phone No.: _____

2.3. There is neither a Well nor a Water Provider for the Property. The source of water for the Property is [describe source]:

NOTE TO BUYER: SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDERS WATER SUPPLIES.

BUYER _____ DATE _____

BUYER _____ DATE _____

SELLER _____ **DATE** _____

SELLER _____ **DATE** _____

PREPARED BY: The Group, Inc., The Group, Inc.

WA35-8-07, Source of Water Addendum to Contract to Buy and Sell Real Estate. Colorado Real Estate Commission
realFA\$T® Software, ©2009, Version 6.16. Software Registered to: Susan L. Orth, The Group, Inc.

Buyer(s) _____



Neighborhood Services
281 N College Av
PO Box 580
Fort Collins, CO 80522-0580
970-224-6046

OCCUPANCY LIMITS DISCLOSURE STATEMENT SALE

The City of Fort Collins Code requires that any person selling or leasing a home, apartment or other dwelling unit must inform the buyer or renter about the maximum number of people who, by law, are allowed to occupy that home. All parties must sign where indicated below.

The maximum permissible occupancy of this dwelling unit is:

1. One (1) family (related by blood, marriage, adoption) and not more than one (1) additional person; or
2. Two (2) adults and their dependents, if any, and not more than one (1) additional person.

Actual signatures are required on this form.

Property Address: _____ Date of Sale: _____

Seller Name(s): _____

Seller Signature(s): _____ Date: _____

Buyer Name(s): _____

Buyer Signature(s): _____ Date: _____

Address (if different than property address): _____

**** It is required that you retain this form.***

City Code Section 5-265(c) requires that any person selling or leasing a dwelling unit shall forthwith provide all purchasers, lessees or sublessees of such unit with a written disclosure statement, on a form provided by the City, specifying the maximum permissible occupancy of such unit under Section 3.8.16 of the Land Use Code.

**OWNER'S AUTHORIZATION AND REQUEST
FOR LOAN INFORMATION AND VERIFICATION**

To: _____
Mortgage Company Name

Mortgage Company Address

City, State, Zip

Phone



Re: Loan Number: _____
Property Address: _____

Please immediately release to my/our real estate company, The Group, Inc. Real Estate at the office address indicated below, all information regarding my/our loan with your company. You are also authorized to release loan information to a title insurance company requesting it.

Sincerely,

_____	_____	_____	_____
Owner	Date	Owner	Date

Last 4 digits of SS# _____ Last 4 digits of SS# _____

***Note: Most lenders request social security numbers to release payoff information to title companies.**

_____ The Group, Inc. Real Estate
401 W. Mulberry Street
Ft. Collins, CO 80521
Ph: (970) 221-0700
Attn: _____
Assistant

_____ The Group, Inc. Real Estate
375 E. Horsetooth Rd., Bldg. 1
Ft. Collins, CO 80525
Ph: (970) 223-0700
Attn: _____
Assistant

_____ The Group, Inc. Real Estate
3257 W. 20th Street
Greeley, CO 80634
Ph: (970) 392-0700
Attn: _____
Assistant

_____ The Group, Inc. Real Estate
2803 E. Harmony Road
Ft. Collins, CO 80528
Ph: (970) 229-0700
Attn: _____
Assistant

_____ The Group, Inc. Real Estate
1401 W. 29th Street
Loveland, CO 80538
Ph: (970) 663-0700
Attn: _____
Assistant

_____ The Group, Inc. Real Estate
5401 Stone Creek Circle
Loveland, CO 80538
Ph: (970) 613-0700
Attn: _____
Assistant

Owners Authorization and Request for Homeowner Association Documents

To: _____
Homeowner Association

Management Company

Address

City, State, Zip

Phone, Fax or Website

I/We hereby authorize The Group, Inc Real Estate to access my HOA account.

Username _____

Password _____

OR I/We hereby authorize The Group, Inc. Real Estate to set up an account on my/our behalf.

Re: _____
Property Address

Owner/Seller

I/We, as owner(s) Seller(s) of the above referenced property, authorize you to release the following documents to my Real Estate Company, The Group, Inc. Real Estate:

1. Most recent financial documents including:

- a) annual balance sheet
- b) annual income and expenditures statement
- c) annual budget (herein collectively "Financial Documents")
- d) meeting minutes from the most recent annual meeting
- e) minutes from any director meetings from the last six (6) months

2. Please also include any or all of the following that apply:

- a) Bylaws
- b) Rules and Regulations
- c) Party Wall Agreements

3. Is the Homeowners Association involved in or aware of any pending or on-going lawsuits? _____

4. Is there a transfer fee? _____ If so, home much? _____ Reserve Fee? _____ Working Capital? _____
Electronic status letter fee? _____ Document/info online fee? _____

5. Is there any outstanding assessments? _____ If so, how much? _____

It is a requirement of the Colorado Real Estate Contract for these documents to be released.

Sincerely,

Owner/Seller

Date

Owner/Seller

Date

The Group, Inc. Real Estate, 2803 E. Harmony Road, Fort Collins. CO 80528

Ph: (970) 229-0700 Attn: _____

The Group, Inc. Real Estate, 375 E. Horsetooth Rd., Bldg. I, Fort Collins, CO 80525

Ph: (970) 223-0700 Attn: _____

The Group, Inc. Real Estate. 401 W. Mulberry Street, Fort Collins, CO 80521

Ph: (970) 221-0700 Attn: _____

The Group, Inc. Real Estate, 5401 Stone Creek Circle, Loveland, CO 80538

Ph: (970) 613-0700 Attn: _____

The Group, Inc. Real Estate, 3257 W. 20th Street, Greeley, CO 80634

Ph: (970) 392-0700 Attn: _____

The Group, Inc. Real Estate, 1401 W. 29th Street. Loveland, CO 80538

Ph: (970) 663-0700 Attn: _____



UTILITY INFORMATION REQUEST FORM

DATE: _____

I hereby authorize

_____ Xcel Company of Colorado
 _____ City of _____
 _____ Poudre Valley REA
 _____ Cherry Hills Sanitation
 _____ E. Larimer Co Water District
 _____ West Fort Collins Water

_____ Northern CO Water
 _____ South Fort Collins Sanitation District
 _____ Kinder Morgan
 _____ Boxelder Sanitation
 _____ Town of _____
 _____ Other _____

To release the following information for _____
 (Address of Property)

The dollar amount of the monthly billing during the last 12-month period:

Company	_____	_____	_____	_____
Service	_____	_____	_____	_____
High	\$ _____	\$ _____	\$ _____	\$ _____
Low	\$ _____	\$ _____	\$ _____	\$ _____
Average	\$ _____	\$ _____	\$ _____	\$ _____

Signed: _____
 (Owner of Property)

 (Address)

 (City, State and Zip)

Facsimile signatures shall be considered legal and binding with regard to this form.
 This release is good for _____ one-time only _____ open-ended

- 401 West Mulberry Street, Fort Collins, Colorado 80521 / 970-221-0700
- 375 East Horsetooth Road, Fort Collins, Colorado 80525 / 970-223-0700
- 2803 East Harmony Road, Fort Collins, Colorado 80528 / 970-229-0700
- 1401 West 29th Street, Loveland, Colorado 80538 / 970-663-0700
- 5401 Stone Creek Circle, Loveland, CO 80538 / 970-613-0700
- 3257 W 20th Street, Greeley, CO 80634 / 970-392-0700

A. Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed provider(s) as a condition for the purchase, sale, refinance or loan on the subject property. THERE ARE FREQUENTLY OTHER SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

PROVIDER AND SETTLEMENT SERVICE	CHARGE OR TYPICAL RANGE OF CHARGES	(All will vary depending on loan size and program)
---------------------------------	------------------------------------	--

SELLER

The Group Guaranteed Title, LLLP	Filed rate schedule available on request
---	--

Acknowledgement is on the front page of this document.

THIS IS A 2-SIDED DOCUMENT

We Market to the World.

When selling your home, you need out-of-area as well as local exposure to the highest possible number of potential buyers. We deliver. With 150,000 talented associates around the world, we market your home in 30+ different countries, ensuring the most eyes on your property. It's global vision with a personal view.



- **600 member companies**
- **5,000 offices**
- **150,000 associates**
- **30+ countries**
- **Home sales of \$250 billion**
- **Nearly 1 million transactions**
- **#1 market leader in 41 of the top 90 markets in sales volume, transaction sides or both – nearly double that of the closest competitor**

- **AS A MEMBER OF LEADING REAL ESTATE COMPANIES OF THE WORLD®** we receive inbound clients of our fellow 150,000 network associates in 30+ countries...clients who may be interested in purchasing your home.
- **AS SOON AS YOUR HOME IS POSTED TO OUR WEBSITE** locally, it is immediately accessible from the websites of the top real estate firms in the world through our network's "RELO® Home Search" program, with access to nearly 2 million online listings and high Google rankings.
- **LEADING REAL ESTATE COMPANIES OF THE WORLD®** is a pedigree denoting the very best companies with the most qualified clientele, who wish to do business with similar firms in their new destination locations, attracting potential buyers for your home as a result.

LeadingRE.com | RELOHomeSearch.com
LuxuryPortfolio.com

06.15.10

 **LEADING REAL ESTATE
COMPANIES *of* THE WORLD®**

THE GROUP

GUARANTEED TITLE, LLLP

Our Corporate Office:
5401 Stone Creek Circle, Suite 204
Loveland, CO 80538
(970) 613-4364

*CLOSE AT ANY OF THE GROUP, INC.
REAL ESTATE OFFICES*



Harmony Office
2803 E. Harmony Rd.
Fort Collins, CO 80528



Horsetooth Office
375 E. Horsetooth Road
Fort Collins, CO 80525



Mulberry Office
401 W. Mulberry Street
Fort Collins, CO 80521



Loveland Office
1401 W. 29th Street
Loveland, CO 80538



Centerra Office in Loveland
5401 Stone Creek Circle
Loveland, CO 80538



Greeley Office
3257 W 20th Avenue
Greeley, CO 80634



Setting the standard

An Experienced Team of Title and Escrow Professionals

The Group Guaranteed Title employ some of the most experienced title officers and escrow officers in Northern Colorado. Our staff provides remarkable service for residential, builder/developer and commercial transactions.

The Perfect Transaction

Our goal is to make the home selling, buying or refinancing closing experience comfortable, fast, easy, and predictable.

Additional Services

O&E's, Homebooks, Farm Packages, Property Profiles, Consulting Services for builders and developers.

On-Site Closings

We provide onsite closings to improve communication and reduce anxiety for sellers and buyers. By closing at a Group Real Estate office, all parties work together to create a seamless coordinated approach to a successful closing. The closing process is smooth and efficient from beginning to end, thereby providing remarkable customer service.

Builders & Developers

We provide retrieval of vacant land information quickly, a rapid turn time on title commitments, a timely retrieval of plats and all recorded documents. We have builder trained closers - trained to meet new buyer expectations.

www.TheGroupTitle.com

THE GROUP

GUARANTEED TITLE, LLLP

Our vision is to be the best in the industry by striving for extraordinary results in our service, products and customer satisfaction.

Performance Standards

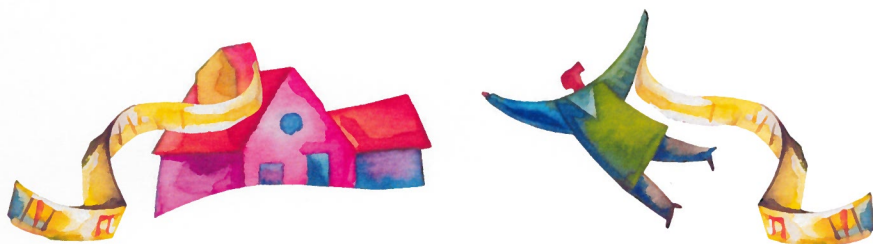
Title premium and closing fees will match the charges quoted on our current rate sheet.

Title Commitment will be delivered to the Listing Agent and Selling Agent within 3 business days of receipt of order with contract.

A preliminary HUD-1 settlement statement will be delivered to the Listing Agent and Selling Agent within 3 hours of receiving complete lender figures.

A Pre-Closing Real Estate Documents package will be provided to Listing Agent and Selling Agent 3 business days prior to closing.

Final Title Policy will be postmarked to buyer within 3 weeks of verification of recordation.



THE GROUP

GUARANTEED TITLE, LLLP



Jan Santistevan
Escrow Assistant
Email: jsantistevan@thegrouptitle.com
Phone: 970.613.4364
eFax: 970.797.1743



Ashley Sandoval
Escrow Officer
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Cell: 970.234.1121
eFax: 970.797.1876



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Customer Service
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Phone: 970.613.4364



Carla Senter
Escrow Manager
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Phone: 970.613.4364
Cell: 970.412.1426
eFax: 970.797.1735



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Cell: 970.690.2790
eFax: 970.797.1753



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Phone: 970.613.4364



Kimberly Simmons
Escrow Officer
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Phone: 970.419.2302
Cell: 970.690.2780
eFax: 970.797.1824



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Cell: 970.581.4215



Laura Hassell
Escrow Officer
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Phone: 970.613.4364
eFax: 970.797.1859



Emily Rank
Director of Title Operations
Email: erank@thegrouptitle.com
Cell: 303.875.5389



Pam Thorne
Escrow Assistant
Email: pthorne@thegrouptitle.com
Phone: 970.613.4364
eFax: 970.797.1764



Heather Dorsey
Escrow Officer
Email: hdorsey@thegrouptitle.com
Phone: 970.229.2520
Cell: 970.324.7248
eFax: 970.797.1866



Tonya Brigham
Escrow Officer
Email: tbrigham@thegrouptitle.com
Phone: 970.613.4364
Cell: 970.412.6703
eFax: 970.797.1868

BUNDLED REFINANCE RATE

For Larimer and Weld Counties only.
The bundled rate includes all applicable lender endorsements and a tax certificate.

Up to \$100,000	\$490
Thereafter, up to \$150,000	\$540
Thereafter, up to \$200,000	\$590
Thereafter, up to \$300,000	\$690
Thereafter, up to \$400,000	\$790
Thereafter, up to \$500,000	\$990
Thereafter, up to \$750,000	\$1,040
Thereafter, up to \$1,000,000	\$1,290
Thereafter, up to \$1,500,000	\$1,790
Thereafter, up to \$2,000,000	\$2,390
Thereafter, up to \$3,000,000	\$3,590

RESIDENTIAL CONCURRENT BUNDLED LOAN RATES

The rate includes applicable endorsements and the tax certificate.

Up to \$100,000	\$300
Thereafter, up to \$200,000	\$350
Thereafter, up to \$300,000	\$400
Thereafter, up to \$750,000	\$450
Thereafter, up to \$1,000,000	\$500
Over \$1,000,000	Contact office.

SETTLEMENT SERVICES/COSTS

Residential Closing Fee	\$190
Commercial Closing Fee	\$300
Bundled Closing Fee*	\$300
Loan Closing Fee	\$190
Equity Loan Closing Fee	\$150
Simultaneous 2nd Closing Fee	\$150
FSBO Closing Fee	\$300
Builder Closing Fee	\$100
Vacant Land Fee	\$100
Disbursements Only	\$150
Courtesy Closing	\$150
Courier	\$20
Wire Fee	\$10
Email Doc Fee	\$25
Cashiers Check	\$10
Releases	Cost
Tax Certificate	\$30
E-recording	\$25-\$50
Owner's Extended Coverage	\$50

**Includes lender's loan closing, courier fees, wire fees, tax certificate fee, cashier's check fee, lender document retrieval fee, and e-recording fee.*

5 YEAR OWNER'S SHORT TERM RATE

50% of the basic rate computed at the dollar amount of the policy to be issued., if there is evidence of insurance in the past 5 years. Additional liability to be calculated at the basic scheduled rates.

5 YEAR REFINANCE RATE

50% of the basic rate computed at the dollar amount of the policy to be issued., if there is evidence of insurance in the past 5 years. Additional liability to be calculated at the basic scheduled rates. Refinance Bundled Rates available Please call for quote.

THE GROUP

GUARANTEED TITLE, LLLP

SCHEDULE OF BASIC RATES FOR LARIMER AND WELD COUNTIES

Title Examiner

Emily DeVille

970-613-4364

edeville@thegrouptitle.com

Order via E-Mail:

tggtorders@thegrouptitle.com

O&E Requests:

o&e@thegrouptitle.com

Corporate Offices:

5401 Stone Creek Circle, Suite 204

Loveland, CO 80538

970-613-4364

SERVING ALL COLORADO COUNTIES

Rates Effective February 10, 2010.

Based on rates filed by our Underwriter:

Stewart Title Guaranty Company

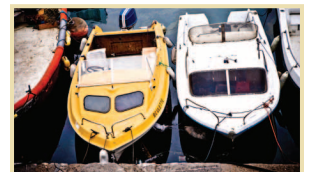
BASIC RATE SCHEDULE

<u>Amount</u>	<u>Rate</u>	<u>Amount</u>	<u>Rate</u>	<u>Amount</u>	<u>Rate</u>	<u>Amount</u>	<u>Rate</u>	<u>Amount</u>	<u>Rate</u>
\$0 - \$5,000	\$490	\$200,001-\$205,000	\$899	\$400,001-\$405,000	\$1,269	\$600,001-\$605,000	\$1,634	\$800,001-\$805,000	\$1,994
\$5,001 - \$10,000	\$500	\$205,001-\$210,000	\$909	\$405,001-\$410,000	\$1,279	\$605,001-\$610,000	\$1,643	\$805,001-\$810,000	\$2,003
\$10,001-\$15,000	\$510	\$210,001-\$215,000	\$918	\$410,001-\$415,000	\$1,288	\$610,001-\$615,000	\$1,652	\$810,001-\$815,000	\$2,012
\$15,001-\$20,000	\$520	\$215,001-\$220,000	\$927	\$415,001-\$420,000	\$1,297	\$615,001-\$620,000	\$1,661	\$815,001-\$820,000	\$2,021
\$20,001-\$25,000	\$530	\$220,001-\$225,000	\$936	\$420,001-\$425,000	\$1,306	\$620,001-\$625,000	\$1,670	\$820,001-\$825,000	\$2,030
\$25,001-\$30,000	\$550	\$225,001-\$230,000	\$946	\$425,001-\$430,000	\$1,316	\$625,001-\$630,000	\$1,679	\$825,001-\$830,000	\$2,039
\$30,001-\$35,000	\$560	\$230,001-\$235,000	\$955	\$430,001-\$435,000	\$1,325	\$630,001-\$635,000	\$1,688	\$830,001-\$835,000	\$2,048
\$35,001-\$40,000	\$570	\$235,001-\$240,000	\$964	\$435,001-\$440,000	\$1,334	\$635,001-\$640,000	\$1,697	\$835,001-\$840,000	\$2,057
\$40,001-\$45,000	\$580	\$240,001-\$245,000	\$973	\$440,001-\$445,000	\$1,343	\$640,001-\$645,000	\$1,706	\$840,001-\$845,000	\$2,066
\$45,001-\$50,000	\$590	\$245,001-\$250,000	\$983	\$445,001-\$450,000	\$1,353	\$645,001-\$650,000	\$1,715	\$845,001-\$850,000	\$2,075
\$50,001-\$55,000	\$610	\$250,001-\$255,000	\$992	\$450,001-\$455,000	\$1,362	\$650,001-\$655,000	\$1,724	\$850,001-\$855,000	\$2,084
\$55,001-\$60,000	\$620	\$255,001-\$260,000	\$1,001	\$455,001-\$460,000	\$1,371	\$655,001-\$660,000	\$1,733	\$855,001-\$860,000	\$2,093
\$60,001-\$65,000	\$630	\$260,001-\$265,000	\$1,010	\$460,001-\$465,000	\$1,380	\$660,001-\$665,000	\$1,742	\$860,001-\$865,000	\$2,102
\$65,001-\$70,000	\$640	\$265,001-\$270,000	\$1,020	\$465,001-\$470,000	\$1,390	\$665,001-\$670,000	\$1,751	\$865,001-\$870,000	\$2,111
\$70,001-\$75,000	\$650	\$270,001-\$275,000	\$1,029	\$470,001-\$475,000	\$1,399	\$670,001-\$675,000	\$1,760	\$870,001-\$875,000	\$2,120
\$75,001-\$80,000	\$665	\$275,001-\$280,000	\$1,038	\$475,001-\$480,000	\$1,408	\$675,001-\$680,000	\$1,769	\$875,001-\$880,000	\$2,129
\$80,001-\$85,000	\$675	\$280,001-\$285,000	\$1,047	\$480,001-\$485,000	\$1,417	\$680,001-\$685,000	\$1,778	\$880,001-\$885,000	\$2,138
\$85,001-\$90,000	\$685	\$285,001-\$290,000	\$1,057	\$485,001-\$490,000	\$1,427	\$685,001-\$690,000	\$1,787	\$885,001-\$890,000	\$2,147
\$90,001-\$95,000	\$695	\$290,001-\$295,000	\$1,066	\$490,001-\$495,000	\$1,436	\$690,001-\$695,000	\$1,796	\$890,001-\$895,000	\$2,156
\$95,001-\$100,000	\$705	\$295,001-\$300,000	\$1,075	\$495,001-\$500,000	\$1,445	\$695,001-\$700,000	\$1,805	\$895,001-\$900,000	\$2,165
\$100,001-\$105,000	\$714	\$300,001-\$305,000	\$1,084	\$500,001-\$505,000	\$1,454	\$700,001-\$705,000	\$1,814	\$900,001-\$905,000	\$2,174
\$105,001-\$110,000	\$724	\$305,001-\$310,000	\$1,094	\$505,001-\$510,000	\$1,463	\$705,001-\$710,000	\$1,823	\$905,001-\$910,000	\$2,183
\$110,001-\$115,000	\$733	\$310,001-\$315,000	\$1,103	\$510,001-\$515,000	\$1,472	\$710,001-\$715,000	\$1,832	\$910,001-\$915,000	\$2,192
\$115,001-\$120,000	\$742	\$315,001-\$320,000	\$1,112	\$515,001-\$520,000	\$1,481	\$715,001-\$720,000	\$1,841	\$915,001-\$920,000	\$2,201
\$120,001-\$125,000	\$751	\$320,001-\$325,000	\$1,121	\$520,001-\$525,000	\$1,490	\$720,001-\$725,000	\$1,850	\$920,001-\$925,000	\$2,210
\$125,001-\$130,000	\$761	\$325,001-\$330,000	\$1,131	\$525,001-\$530,000	\$1,499	\$725,001-\$730,000	\$1,859	\$925,001-\$930,000	\$2,219
\$130,001-\$135,000	\$770	\$330,001-\$335,000	\$1,140	\$530,001-\$535,000	\$1,508	\$730,001-\$735,000	\$1,868	\$930,001-\$935,000	\$2,228
\$135,001-\$140,000	\$779	\$335,001-\$340,000	\$1,149	\$535,001-\$540,000	\$1,517	\$735,001-\$740,000	\$1,877	\$935,001-\$940,000	\$2,237
\$140,001-\$145,000	\$788	\$340,001-\$345,000	\$1,158	\$540,001-\$545,000	\$1,526	\$740,001-\$745,000	\$1,886	\$940,001-\$945,000	\$2,246
\$145,001-\$150,000	\$798	\$345,001-\$350,000	\$1,168	\$545,001-\$550,000	\$1,535	\$745,001-\$750,000	\$1,895	\$945,001-\$950,000	\$2,255
\$150,001-\$155,000	\$807	\$350,001-\$355,000	\$1,177	\$550,001-\$555,000	\$1,544	\$750,001-\$755,000	\$1,904	\$950,001-\$955,000	\$2,264
\$155,001-\$160,000	\$816	\$355,001-\$360,000	\$1,186	\$555,001-\$560,000	\$1,553	\$755,001-\$760,000	\$1,913	\$955,001-\$960,000	\$2,273
\$160,001-\$165,000	\$825	\$360,001-\$365,000	\$1,195	\$560,001-\$565,000	\$1,562	\$760,001-\$765,000	\$1,922	\$960,001-\$965,000	\$2,282
\$165,001-\$170,000	\$835	\$365,001-\$370,000	\$1,205	\$565,001-\$570,000	\$1,571	\$765,001-\$770,000	\$1,931	\$965,001-\$970,000	\$2,291
\$170,001-\$175,000	\$844	\$370,001-\$375,000	\$1,214	\$570,001-\$575,000	\$1,580	\$770,001-\$775,000	\$1,940	\$970,001-\$975,000	\$2,300
\$175,001-\$180,000	\$853	\$375,001-\$380,000	\$1,223	\$575,001-\$580,000	\$1,589	\$775,001-\$780,000	\$1,949	\$975,001-\$980,000	\$2,309
\$180,001-\$185,000	\$862	\$380,001-\$385,000	\$1,232	\$580,001-\$585,000	\$1,598	\$780,001-\$785,000	\$1,958	\$980,001-\$985,000	\$2,318
\$185,001-\$190,000	\$872	\$385,001-\$390,000	\$1,242	\$585,001-\$590,000	\$1,607	\$785,001-\$790,000	\$1,967	\$985,001-\$990,000	\$2,327
\$190,001-\$195,000	\$881	\$390,001-\$395,000	\$1,251	\$590,001-\$595,000	\$1,616	\$790,001-\$795,000	\$1,976	\$990,001-\$995,000	\$2,336
\$195,001-\$200,000	\$890	\$395,001-\$400,000	\$1,260	\$595,001-\$600,000	\$1,625	\$795,001-\$800,000	\$1,985	\$995,001-\$1,000,000	\$2,345



THE GROUP INSURANCE AGENCY

- **Full Service Personal Insurance Agency**
Homeowners, Investment Properties, Condominiums, Renters, Flood, Automobile and Motorcycle, Trailer, Watercraft and Sport Utility, Umbrella Policies
- **Financial Services Products**
Life, Long Term Care, 529 College Funds, IRA's
- **Dependable Coverage at Competitive Rates**
- **Knowledgeable Licensed Insurance Agents**
- **No Delays - Your Insurance in Place by Closing**
- **Convenient, No Obligation Quotes**



A member of The Group, Inc. Real Estate family of companies, **The Group Insurance Agency** is a full service agency offering a wide range of home, auto and financial services products. We can also insure your motorcycle, boat and business or commercial property. We offer 24 hour a day availability to answer your questions and help you with claims service. The Group Insurance Agency is available to give you a free quote on your insurance needs in person, by phone, or over the internet at www.allstateagencies.com/jimmuller

Phone: 970.377.4964
Fax: 970.223.7887
2803 East Harmony Road
Fort Collins, Colorado 80528



Sharon Spaulding
Office Manager
Email: sharonspaulding@allstate.com
Cell: 970.215.5052



Jim Muller
Exclusive Agent
Email: jimmuller@allstate.com
Cell: 970.443.5140



MLS Listing Waiver Form

I hereby certify that (Listing Agent) _____ of (Listing Office) _____ has shown me the advantages of the Multiple Listing Service (MLS) System, but I do not wish my property known as (Street Address) _____ to be listed in the MLS until (Date or Condition) _____.

However, I do understand that the Real Estate Broker with whom I have listed the property is under a continuing ethical duty to cooperate in the showing of this property with other Realtors, whether or not my property is included in the MLS.

Contract Date: _____ Listing Expires: _____

Owner's Signature: _____

Date: _____

Owner's Signature: _____

Date: _____



THE GROUP INC.
Real Estate

Proposed Net Sheet

Property Address: _____ Date: _____

	At Listing	At Contract
Listing Price/Contract Price	\$ _____	\$ _____
Expenses: Existing First Loan	\$ _____	\$ _____
Existing Second Loan	\$ _____	\$ _____
Prepayment Penalties	\$ _____	\$ _____
Title Insurance	\$ _____	\$ _____
Miscellaneous*	\$ _____	\$ _____
Buyer Loan Fees (FHA)**		\$ _____
Buyer Closing Costs		\$ _____
Real Estate Taxes at Closing	\$ _____	\$ _____
The Group, Inc. fee	\$ _____	\$ _____
Total Expenses	\$ _____	\$ _____
ESTIMATED Seller(s) Proceeds***	\$ _____	\$ _____

*Includes release fees, express payoff, 1/2 closing fee.

**Includes tax certificate, realty tax service, assignment of deed of trust, 1/2 closing fee, document preparation.

***Also charged at closing will be utilities, HOA fees, HOA reserves, etc.

Real estate taxes may be paid in an escrow account which Seller will receive a refund up to 30 days after closing - therefore, taxes are an expense at closing. Seller is charged January 1 to date of closing.





THE GROUP INC.
Real Estate

A Picture Says A Thousand Words

With over 80% of buyers using the internet to search for homes, “web appeal” is more important than ever. Buyers are using the internet not only to select homes to see, but to eliminate those that don’t look appealing. That’s where great photos can help you sell your home!



Photos of your home will be used in the following ways to market your home.

- **The Group’s Real Estate Source – An exterior photo will appear in the magazine**
- **Full color property brochure**
- **Virtual Tour**
- **Individual Property Website**
- **Video of your home on www.youtube.com**
- **Ad for your home on www.craigslist.com**
- **Listings on major real estate web sites including:
www.thegroupinc.com
www.realtor.com
www.coloproperty.com
www.trulia.com
www.zillow.com
as well as links from the websites of over 500 of the leading real estate companies in the country.**

A professional photographer employed by The Group will make arrangements to take pictures of your home.

- The photographer's job is to make your home look its very best in pictures. To assure we get the best photos, we need your help. Use the following checklist to prepare your home for photographs.
- In some cases the photographer might have to move furniture or other items to get the best shot. *If your home has not been prepared for photography, our photographer may ask to reschedule your appointment.*
- Shooting photographs is just part of the job. Once the photos are taken, the photographer will return to the office to process the pictures, resize them, and store them for use by our administrative staff. Making your home photo-ready will greatly assist with the successful marketing of your home.



General

- Clean, clean, clean!
- Remove seasonal decorations that might date the photos
- Move garbage cans and other trash from view
- Remove all pet-related items (e.g., food bowls, litter boxes, cages, beds)



Inside

- Ensure all light fixtures and lamps are turned on and all light bulbs are working
- Open all curtains/blinds to allow light into house
- As much as possible, minimize electrical cords in view
- Remove posters, certificates, diplomas, awards, photographs, and decorative names in children's room that may show up in photos.
- Collections (dolls, figurines, and models) hidden or minimized
- Shelves de-cluttered with remaining items neatly organized
- Organize or hide all mail, bills, and paperwork
- Turn TV's and computer screens off
- Close TV/stereo cabinets
- Turn ceiling fans off



Bathrooms

- Put toilet seats down
- Clean mirrors
- Minimize items on countertops
- Unless decorative, remove all towels, bath mats, rugs from view
- Remove shampoo/conditioner bottles and washcloths from showers and baths
- Remove robes and slippers from view



NO

Bedrooms

- Make sure beds are made and all pillows are arranged neatly
- Make certain that items stored under beds do not show
- Minimize items on bedside tables
- Store all clothing out of view
- Close closet doors

YES



YES



YES



NO

Kitchen

- Empty sink
- Unless decorative, remove all towels from view
- Clear kitchen islands (no large centerpieces)
- Remove all food items from view
- Minimize items on countertops
- Take all magnets, notes, and artwork off of refrigerator
- Remove sponges, cleaners, and garbage cans from view

NO



Living Areas

- Arrange books and magazines neatly on tables
- Make sure pillows are arranged neatly on sofas and chairs



THE GROUP INC.
Real Estate

Outside

- Move cars, boats, trailers, and other vehicles from the driveway
- Remove any patio furniture and grills that are in disrepair
- Uncover any outdoor items that will be photographed
- Make sure cushions in chairs are arranged neatly
- Remove any unattractive potted plants/hanging baskets
- Store hoses out-of-sight or roll-up neatly
- If you have a pool, remove all pool floats, toys, and accessories.
- Trim bushes and trees to maximize view of the house
- Remove yard signs (e.g. campaign signs and school signs)
- If patio umbrellas block the view they should be closed
- Close garage doors

YES



NO



YES



PREFERRED HOME SERVICES LIST

THE GROUP INC.
Real Estate



The following is a list of people who provide various home services regarding the sale or purchase of your home.

Electrical

Benton Electric, LLC	420-9039
MAC Electric	669-2464
Merit Electric	266-8100
Scott Binder Electric	567-1856
T's Electrical	224-5898
Warkentin Electric	304-6833

Heating/Cooling

A-1 Heating & Air Cond.	352-3500
Colorado Home Comfort	412-9559
Ellmann Service	223-3312
Northern Colorado Air, Inc.	223-8873
Poudre Valley Air	493-2050
Redline Heating & Cooling	663-6575

Roofing

Advanced Roofing	663-0203
Affordable Roofing	207-0000/481-8710
Atlas Roofing	484-7777
Denali Roofing	660-4417
Drennan Custom Contracting & Roofing	482-9100
Mark King Roofing	222-9517
Premier Siding & Roofing	222-3022
Schroeder Roofing	667-6777
5 Star Roofing & Gutters	663-0110

Plumbing

Action Plumbing & Heating	669-6093
Aggie Plumbing	226-9979
Aztec Plumbing & Heating	663-0233
Benjamin Franklin	669-8187
Ellmann Service	223-3312
Evans Plumbing	267-3482
Great Dane Plumbing	691-3263
Rams Plumbing	690-8997
Town & Country Plumbing	567-2205

Radon Testers

Accurate Property Insp.	667-6973
Advantage Property Insp.	980-9502
Home Safe Inspection	223-9298
Kearney and Associates	481-9275
National Inspection Services	484-1313
Procheck - KC Johnson	227-6898
Premier Property Inspection	229-0230
Presale Inspection	567-0914

For additional information about radon risk, testing, or mitigation:

City of Fort Collins Natural Resources Dept. 221-6600

Colorado Dept. of Public Health & Environ. 303-692-3442/800-846-3986, www.cdphe.state.co.us/hm/rad/radon

Radon Mitigation Contractors

Aspen Construct. (Gil Paben)	482-4218
Bwise Radon (Bryson Wise)	420-9470
Carlyle Carpentry (Bud Peterson)	227-8410/663-0165
Drennen Custom Contracting (Arnold Drennen)	482-9100
Northern Colorado Radon (Chapo Cartmell)	215-1874

Methamphetamine website:

<http://www.larimersheriff.org/MethLabs/>
<http://www.homefacts.com/methlabs/Colorado/Weld-County.html>

Mold Remediation

Accurate Property Insp.	667-6973
Colorado Mold Service	219-5190
Century Environmental Hygiene	266-8000
Servpro of Fort Collins	493-6335

Septic Systems

D & K Pumping	493-2409
Roto-Rooter-Larimer	482-3348
Roto-Rooter-Weld	356-7686

Stucco Inspectors

Home Safe Inspection (Gerald Tschikof)	223-9298/888-223-9298
Accurate Home Inspection (Tim Dyer)	667-6973
Advanced Insp. (Scott Irwin)	222-8077
Aspen Const. (Gil Paben)	482-4218
ProCheck (K.C. Johnson)	227-6898

Stucco Repair

Aspen Construct.	482-4218
Dryland Stucco	282-1018

Structural Engineering

Criterion-Maillet Engineers	224-4953/420-3548
Plaza Engineering (Sergio)	227-0015
Weeks & Assoc. (Gary Weeks)	225-2422
Wernsman Engineering (Stephen)	353-4463

Survey

Landmark Engineering	667-6286
Landstar Surveying (ILC only)	667-3294
Stewart and Associates	482-9331

Warranties

American Home Shield	1-800-735-4663
Blue Ribbon Home Warranty	1-800-571-0475
Old Republic Home Protection	1-800-445-6999

Stagers

Get it Together (Jamie Koenig)	691-1306
Home Matters (Pam Lampe)	669-5046
Setting the Stage Redesign(Kristin Stouffer)	217-9355
Moving Right Along (Kathy Lanning)	225-2284/213-4279
New Design LLC (Heather Edridge)	988-0716
Rossi Design (Michelle Voss)	377-2367/412-6981
The Competitive Edge (Denise Kuwitzky)	420-9945

Pest Control

National Inspection Services	484-1313
Terminex	495-9906
Enviropest (Craig)	888-681-9440

Movers

Affiliated Moving (Jim)	223-7875/481-7876
Exodus Moving (Jake or Jason)	484-1488
Pro Moving & Storage (Ben)	593-0909
Two Men & a Truck	686-6683
Watson Moving	586-MOVE

Sex Offender Web Sites:

www.larimer.org/maps/sexoffenders
www.weldsheriff.com/registeredsexoffenders

General Home Inspectors

		<u>Certification</u>
*Above Board Home Inspections (Scott Ternasky)	223-6692	ASHI
Advanced Home Inspections (Scott Irwin)	222-8077	NAHI
*Advantage Property Inspections (John Helden)	980-9502	ASHI
*Amerispec Home Inspection (Randy Eberl)	493-1906	Amerispec
*Applied Building Science Inspection (Jon Rudolph)	203-1250 / 877-203-1250	ASHI
Clark Home Inspections (Steve Clark)	396-9112	ASHI
Colorado Professional Inspect/ECO spec	430-1819	ASHI/RESNET
*Criterium-Maillet Engineers (LJ Maillet)	224-4953/420-3548	NABIE
*Eagle Eye Inspections (Steve McIntire)	373-4550	ASHI/NACHI
Engel Home Inspections, LLC (Chris Engel)	690-1292	
*Home Safe Inspection (Gerald Tschikof)	223-9298 / 888-223-9298	NACHI/EDI
*Home Team (Dan Hintz)	622-0760 / 215-5995	NACHI/AAHI/EDI
*KBar Assessments (Wes Knackstedt)	222-9469	ASHI/NEHA
*National Inspection Service	484-1313	NEHA/ASHI/IAQ/INACHI
*New Horizon Prof. Home Inspect. (Josh Green)	203-4844	NAHI
*Pillar to Post (Dan Devnes)	372-8052	ASHI
*Pillar to Post (Roger Bellendir)	686-6133	NAHI
Premier Property Inspection (Norm Wild)	229-0230	NACHI/Radon
*Presale Inspection, Inc. (Dan Wilson)	567-0914	NACHI/IAQ2
*ProCheck (K.C. Johnson)	227-6898	NACHI/NAHI/NIBI
R.I.T.E. Home Inspection (Fran Telarico)	302-2515	AHIT
*Scott Home Inspections (George Scott)	532-2424	ASHI
*Winding River Home Inspections (Kurt)	222-2104/303-774-1104	ASHI
*WIN Home Inspections (Dennis Lochard)	866-464-4946	NAHI

**Inspector carries Errors & Omissions Insurance*

Green = Inspectors that provide Energy Audits

Websites: www.ashi.org; www.nahi.org; www.home-inspect.com; www.nachi.org; www.ashi.com

There are numerous competitors in the marketplace for this kind of service. Although The Group, Inc. cannot be responsible for the several individuals and companies listed on this sheet, we do know that they have been utilized in the past by other homeowners. Each should be happy to provide you with a list of past clients to assist you in making your decision. Prior to making your decision you will want to review each policy carefully as well as consider the reputation of each company. 4/6/11

APPRAISAL DIMENSIONS

www.appraisaldimensions.com

Phone (970) 481-4541

Fax (866) 332-0043

Measurement / Sketch Order Form

Order Online at: www.appraisaldimensions.com

Today's date _____

Date needed by _____

Property address _____ City _____

Subdivision _____ Zip Code _____

Best way to access (check all that apply) -

Contact owner - Name _____ Phone _____

Schedule with front desk - Phone _____

Sentrilock – Please provide lock box code if manual _____

Vacant – Measure any time

Pick up key at office

Ordered by: Name _____ Phone _____

Agent's name _____ Phone _____

E-mail to agent _____

E-mail to assistant _____

E-mail to robyn@graphicstudios.com

Directions - _____

Additional instructions - _____

**TGI Photography Department
Image Request Form**

Today's

Date : _____ - 2011

Assistant: _____

Realtor: _____

ONE SOURCE PHOTO ONLY

(A "Source Photo" is the same as a "Front of House" photo)

FIRST AND LAST NAME, Please!

Address: _____

City: _____ Subdivision: _____

• Property faces: N__S__E__W__ • Garage is on LEFT / RIGHT side as you look at the front of home.

Directions from nearest _____

major cross street : _____

*****Information Below is Required (except for Home Portraits)*****

Vacant _____ Must Reach _____ Leave Message _____

Owner/Tenant Name(s): _____

Contact #: _____

Lock Box: _____ Gate Code: _____ Animal Alert: _____

Choose your Photography Package Below:

Recommended Square Footage ->	0 - 1,499	1,500 - 2,499	2,500 - 3,999	4,000 +
<i>The best value for you and your clients!</i>	(1-2 Panos & ~12 Wide Angle photos)	(Up to 3 Panos & ~20 Wide Angle photos)	(Up to 5 Panos & ~30 Wide Angle photos)	(Up to 6 Panos & ~40 Wide Angle photos)
PANORAMAS AND STILLS	\$90	\$125	\$150	\$175
Wide Angle Stills ONLY	(Approximately 12 Wide Angle photos)	(Approximately 20 Wide Angle photos)	(Approximately 30 Wide Angle photos)	(Approximately 40 Wide Angle photos)
	\$50	\$80	\$100	\$150

UPDATE 6 Exterior/Interior Photos \$40 _____	Source UPDATE or "Just sold" Photo \$25 _____
UPDATE 20 Exterior/Interior Photos \$70 _____	Elevated Front Photo (Source Photo shot from a truck): \$50 _____ When requested with another Package: + \$25 _____
Evening Photo Shoot (Front and/or rear evening exterior photos) \$100 _____	Aerial Helicopter Photography Package 12-14 Stills & a 13"x19" framed print of your choice \$250 _____

Long Distance Charges May Apply. Please see your Assistant.

PHOTOGRAPHER'S PHONE NUMBERS:

Ethan: 219-7098

Wayne: 290-7995

Bob: 988-9889

We always will shoot the "usual" rooms such as the kitchen, living, family, dining, bedrooms and yard.

Please indicate in the box below if there are other features that you wish to showcase.

Please indicate any special instructions below in this box ONLY. Anything written on the top or sides of this form will be lost when the form is faxed and could delay your order.

***** Please Fax this form to the 29th Street Office: 663 - 0299 *****

Marketing and Advertising Opportunities

Revised Feb. 14, 2011

Sales Partner: _____

Property Address: _____

INTERNET

- Individual Property Website (IPW)** Included
Individual URL (1234mainst.thegroupinc.com)
- Sign Rider and Installation For IPW** \$25*
- Virtual Tour** Included
- Virtual Tour On YouTube** Included
- Virtual Tour On Your Facebook Page** Included
- Ad on Craigslist** Included
- Featured Ad on www.thegroupinc.com** \$25/week/listing
- Emailable Post Card** Included
- Mobile Virtual Tour Application** Included
- Sign Rider and Installation for Mobile Tour** \$25*
- Realtor.com Enhanced Listing (not optional)** \$25
Enhanced Listings Include: Virtual Tour Posted, Multiple Photos,
TGI and REALTOR® Branding, Detailed Property Description, Scrolling Headline

*Price May Vary Depending On Property Location

PRINT

- Open House Ad** Included
Saturday's Newspaper
- The Source**
 - Quarter Page** \$350
 - Twelfth Page** \$200
 - Cover** \$750
 - New Listing** Included
- Homes and Land - Larimer and Weld**
 - Individual Property Ad on TGI's Page (Larimer Only)** \$40/listing
 - Full Page** \$595c/\$335b
 - Half Page** \$360c/\$200b
 - Quarter Page** \$225c/\$130b
 - Cover** \$600
- Just Listed Post Card**
 - Regular (5.5" x 4.25")** See Price Sheet
 - Jumbo (8.5" x 5.5")** See Price Sheet
- Just Sold Post Card**
 - Regular (5.5" x 4.25")** See Price Sheet
 - Jumbo (8.5" x 5.5")** See Price Sheet
- Brochures**
 - Letter** See Price Sheet
 - Tabloid** See Price Sheet

Maximum Exposure

When You List Your Home with The Group

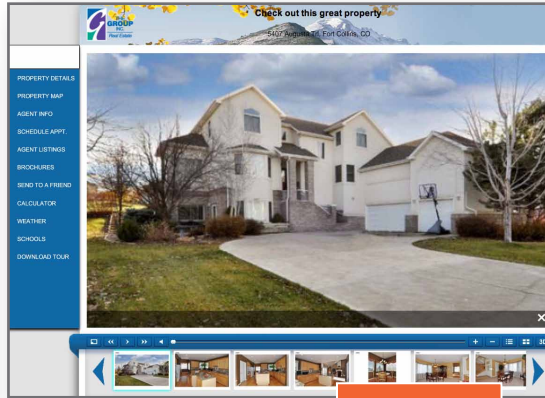


Beautiful Home... beautiful location
145 South Autumn Ranch Road
ASKING PRICE \$3,840,000

- ✔ Vaulted Ceilings
- ✔ Hardwood Floor
- ✔ Copper Plumbing
- ✔ Outdoor Pool
- ✔ Gated Neighborhood
- ✔ Guest House
- ✔ Premium Lighting
- ✔ Indoor Sauna
- ✔ Outdoor Pool

HOME DETAILS:
 • 100% Hardwood Floors
 • 100% Copper Plumbing
 • 100% Granite Countertops
 • 100% Hardwood Cabinets
 • 100% Hardwood Siding

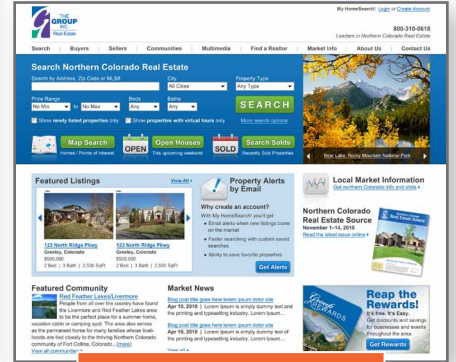
Color Brochure



Check out this great property
5407 Ardenwood Dr Fort Collins, CO

PROPERTY DETAILS
PROPERTY MAP
AGENT INFO
SCHEDULE APPT.
AGENT LISTINGS
BROCHURES
SEND TO A FRIEND
CALCULATOR
WEATHER
SCHOOLS
DOWNLOAD TOUR

Virtual Tour



Search Northern Colorado Real Estate
City: CO State: Property Type: Buy Type: [X]
Price Range: \$0 - \$1,000,000 City: Any State: Any
[SEARCH]

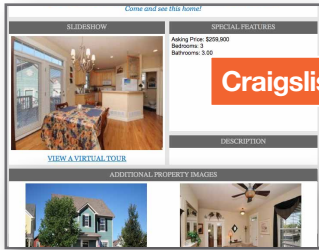
Featured Listings
Property Alerts by Email
Local Market Information
Market News

www.thegroupinc.com

Major Real Estate Websites



trulia real estate search Zillow.com Your Edge in Real Estate
and many others



Come and see this home!
SLIDESHOW Asking Price \$275,800 Bedrooms: 3 Bathrooms: 3.00
DESCRIPTION
VIEW A VIRTUAL TOUR
ADDITIONAL PROPERTY IMAGES

Craigslist

Your Property

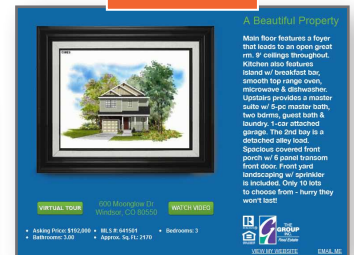


YouTube
Videos

Mobile Tour



ePostcard



A Beautiful Property
Main floor features a foyer that leads to an open great room w/ coffered ceilings. Kitchen also features island w/ breakfast bar, smooth top range oven, microwave & dishwasher. Upstairs provides a master suite w/ 5'6" master bath, two bdrms, guest bath & laundry. 1 car detached garage. Spacious covered front porch w/ 8' panel transition front door. Front yard landscaping w/ shrubbery is included. Only 10 lots to choose from - hurry they won't last!

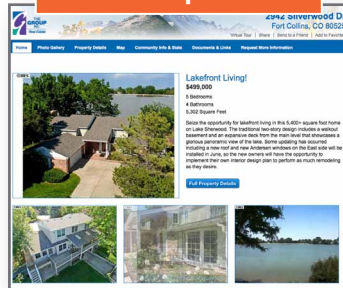
VIRTUAL TOUR 600 Montgomery Dr Windsor, CO 80550 WATCH VIDEO
Asking Price \$150,000 M.L.S.# 841511 Bedrooms: 3
Bathrooms: 3 Approx. Sq. Ft. 2170

Social Networking



facebook

Property Website with Unique URL



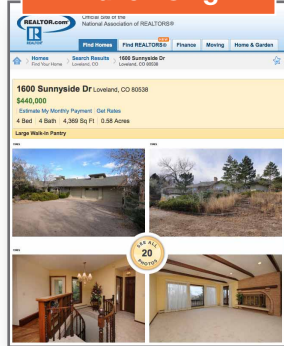
4294 Ardenwood Dr Fort Collins, CO 80526
Lakewood Living!
4 Bedrooms
4 Bathrooms
6,000 Square Feet
Great opportunity for someone living in the Lakewood area to purchase a beautiful Lakewood home. The traditional two-story Lakewood includes a custom finished basement with a full bar, a large deck, and a finished second floor with a view of the lake. Some updating has been completed. Call for more information or to schedule a showing. This is a great opportunity to purchase a great home in the Lakewood area.

The Source Magazine



Northern Colorado Real Estate Source
Come Home for the Holidays!

www.realtor.com Enhanced Advertising



1600 Sunnyside Dr Loveland, CO 80538
\$460,000
4 Bed 4 Bath 4,369 Sq Ft 0.58 Acres
Large Walk-in Pantry



THE GROUP INC.
Real Estate

Welcome to SureClose®

The image shows two overlapping screenshots of the SureClose website. The background screenshot displays a 'SureClose Summary' page for a property at 1978 Group Drive, Fort Collins, CO. It lists details such as List Price (\$246,000), Sale Price (\$246,000), and various dates. A table of 'Completed Activities' is visible, including Survey, Order Survey, Prepare Tax Certificate, CIC Deadline, Loan Application Deadline, and Title Deadline. A 'Documents' section lists various closing documents like Title Company Closing Docs, Buyer Settlement Statement, and TGI Escrow Department Documents.

The foreground screenshot shows a login page with the text: 'Please enter your Username and Password to login'. It features input fields for 'Login:' and 'Password:', a 'Login' button, and a checkbox for 'Remember my password Request password?'. Links for 'Terms and Conditions', 'Privacy Statement', and 'Current Release Notes' are provided. At the bottom, it says 'Welcome | Login | Contact Us' and 'Powered by SureClose REAL ESTATE'. The SureClose logo is also present.

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The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(BD24-5-09) (Mandatory 7-09)

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

BROKERAGE DISCLOSURE TO

BUYER TENANT

DEFINITIONS OF WORKING RELATIONSHIPS

For purposes of this document, seller also means landlord (which includes sublandlord) and buyer also means tenant (which includes subtenant).

Seller's Agent: A seller's agent works solely on behalf of the seller to promote the interests of the seller with the utmost good faith loyalty and fidelity. The agent negotiates on behalf of and acts as an advocate the seller. The seller's agent must disclose to potential buyers all adverse material facts actually known by the seller's agent about the property. A separate written listing agreement is required which sets forth the duties and obligations of the broker and the seller.

Buyer's Agent: A buyer's agent works solely on behalf of the buyer to promote the interests of the buyer with the utmost good faith, loyalty and fidelity. The agent negotiates on behalf of and acts as an advocate for the buyer. The buyer's agent must disclose to potential sellers all adverse material facts actually known by the buyer's agent, including the buyer's financial ability to perform the terms of the transaction and, if a residential property, whether the buyer intends to occupy the property. A separate written buyer agency agreement is required which sets forth the duties and obligations of the broker and the buyer.

Transaction-Broker: A transaction-broker assists the buyer or seller or both throughout a real estate transaction by performing terms of any written or oral agreement, fully informing the parties, presenting all offers and assisting the parties with any contracts, including the closing of the transaction, without being an agent or advocate for any of the parties. A transaction-broker must use reasonable skill and care in the performance of any oral or written agreement, and must make the same disclosures as agents about all adverse material facts actually known by the transaction-broker concerning a property or a buyer's financial ability to perform the terms of a transaction and, if a residential property, whether the buyer intends to occupy the property. No written agreement is required.

Customer: A customer is a party to a real estate transaction with whom the broker has no brokerage relationship because such party has not engaged or employed the broker, either as the party's agent or as the party's transaction-broker.

RELATIONSHIP BETWEEN BROKER AND BUYER

Broker and Buyer referenced below have NOT entered into a buyer agency agreement. The working relationship specified below is for a specific property described as:

_____ or real estate which substantially meets the following requirements:

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

CHECK ONE BOX ONLY:

Multiple-Person Firm. Broker, referenced below, is designated by Brokerage Firm to serve as Broker. If more than one individual is so designated, then references in this document to Broker shall include all persons so designated, including substitute or additional brokers. The brokerage relationship exists only with Broker and does not extend to the employing broker, Brokerage Firm or to any other brokers employed or engaged by Brokerage Firm who are not so designated.

One-Person Firm. If Broker is a real estate brokerage firm with only one licensed natural person, then any references to Broker or Brokerage Firm mean both the licensed natural person and brokerage firm who shall serve as Broker.

CHECK ONE BOX ONLY:

Customer. Broker is the seller's agent and Buyer is a customer. Broker, as seller's agent, intends to perform the following list of tasks:
 Show a property Prepare and Convey written offers, counteroffers and agreements to amend or extend the contract. Broker is not

the agent of Buyer.

Customer for Broker's Listings - Transaction-Brokerage for Other Properties. When Broker is the seller's agent, Buyer is a customer. When Broker is not the seller's agent, Broker is a transaction-broker assisting in the transaction. Broker is not the agent of Buyer.

Transaction-Brokerage Only. Broker is a transaction broker assisting in the transaction. Broker is not the agent of Buyer.

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

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

THIS IS NOT A CONTRACT.

If this is a residential transaction, the following provision shall apply:

MEGAN'S LAW. If the presence of a registered sex offender is a matter of concern to Buyer, Buyer understands that Buyer must contact local law enforcement officials regarding obtaining such information.

BUYER ACKNOWLEDGMENT:

Buyer acknowledges receipt of this document on _____.

BUYER _____

BROKER ACKNOWLEDGEMENT

On _____, Broker provided

(Buyer) with this document via _____ and retained a copy for Broker's records.

Brokerage Firm's Name:

The Group, Inc. Real Estate
375 East Horsetooth Road #1
Fort Collins, CO 80525
Phone: 970-223-0700, Fax: 970-223-2999

By: _____

Signature The Group, Inc. Real Estate

Date

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(CBS1-8-10) (Mandatory 1-11)

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

CONTRACT TO BUY AND SELL REAL ESTATE
(RESIDENTIAL)

Date: _____

AGREEMENT

1. **AGREEMENT.** Buyer, identified in § 2.1, agrees to buy, and Seller, identified in § 2.3, agrees to sell, the Property described below on the terms and conditions set forth in this contract (Contract).

2. **PARTIES AND PROPERTY.**

2.1. **Buyer.** Buyer,

, will take title to the Property described below as Joint Tenants Tenants In Common Other

2.2. **Assignability and Inurement.** This Contract Shall Shall Not be assignable by Buyer without Seller's prior written consent. Except as so restricted, this Contract shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties.

2.3. **Seller.** Seller

, is the current owner of the Property described below.

2.4. **Property.** The Property is the following legally described real estate in the County of _____, Colorado:

known as No.

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

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

2.5.1. **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.

Other Fixtures:

If any fixtures are attached to the Property after the date of this Contract, such additional fixtures are also included in the Purchase Price.

2.5.2. **Personal Property.** 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).

Other Personal Property:

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

47
48 Conveyance shall be by bill of sale or other applicable legal instrument.

49 **2.5.3. Parking and Storage Facilities.** Use Only Ownership of the following parking facilities:

50
51 and Use Only Ownership of the following storage facilities:

52
53 **2.5.4. Water Rights, Water and Sewer Taps.** The following legally described water rights:

54
55 Any water rights shall be conveyed by _____ Deed Other applicable legal instrument.

56 **2.5.4.1.** If any water well is to be transferred to Buyer, Seller agrees to supply required information about such well to
57 Buyer. Buyer understands that if the well to be transferred is a Small Capacity Well or a Domestic Exempt Water Well
58 used for ordinary household purposes, Buyer shall, prior to or at Closing, complete a Change in Ownership form for the
59 well. If an existing well has not been registered with the Colorado Division of Water Resources in the Department of
60 Natural Resources (Division), Buyer shall complete a registration of existing well form for the well and pay the cost of
61 registration. If no person will be providing a closing service in connection with the transaction, Buyer shall file the form
62 with the Division within sixty days after Closing. The Well Permit # is _____.

63 **2.5.4.2.** Water Stock Certificates:

64
65 **2.5.4.3.** Water Tap Sewer Tap

66 **Note:** Buyer is advised to obtain, from the provider, written confirmation of the amount remaining to be paid, if any, time
67 and other restrictions for transfer and use of the tap.

68 **2.6. Exclusions.** The following items are excluded (Exclusions):
69

70 **3. DATES AND DEADLINES.**
71

Item No.	Reference	Event	Date or Deadline
1	§ 4.2.1	Alternative Earnest Money Deadline	
		Title and CIC	
2	§ 7.1	Title Deadline	
3	§ 7.2	Exceptions Request Deadline	
4	§ 8.1	Title Objection Deadline	
5	§ 8.2	Off-Record Matters Deadline	
6	§ 8.2	Off-Record Matters Objection Deadline	
7	§ 7.4.4.1	CIC Documents Deadline	
8	§ 7.4.5	CIC Documents Objection Deadline	
9	§ 8.6	Right of First Refusal Deadline	
		Seller's Property Disclosure	
10	§ 10.1	Seller's Property Disclosure Deadline	
		Loan and Credit	
11	§ 5.1	Loan Application Deadline	
12	§ 5.2	Loan Conditions Deadline	
13	§ 5.3	Buyer's Credit Information Deadline	
14	§ 5.3	Disapproval of Buyer's Credit Information Deadline	
15	§ 5.4	Existing Loan Documents Deadline	
16	§ 5.4	Existing Loan Documents Objection Deadline	
17	§ 5.4	Loan Transfer Approval Deadline	
		Appraisal	
18	§ 6.2.2	Appraisal Deadline	
19	§ 6.2.2	Appraisal Objection Deadline	
		Survey	
20	§ 7.3	Survey Deadline	
21	§ 8.3.2	Survey Objection Deadline	
		Inspection and Due Diligence	
22	§ 10.2	Inspection Objection Deadline	

23	§ 10.3	Inspection Resolution Deadline	
24	§ 10.5	Property Insurance Objection Deadline	
25	§ 10.7	Due Diligence Documents Delivery Deadline	
26	§ 10.8.1	Due Diligence Documents Objection Deadline	
		Closing and Possession	
27	§ 12.3	Closing Date	
28	§ 12.1	Closing Documents Delivery Deadline	
29	§ 17	Possession Date	
30	§ 17	Possession Time	
31	§ 28	Acceptance Deadline Date	
32	§ 28	Acceptance Deadline Time	

72
73
74
75
76

Note: Applicability of Terms. A check or similar mark in a box means that such provision is applicable. The abbreviation "N/A" or the word "Deleted" means not applicable and when inserted on any line in **Dates and Deadlines** (§ 3), means that the corresponding provision of the Contract to which reference is made is deleted. The abbreviation "MEC" (mutual execution of this Contract) means the date upon which both parties have signed this contract.

77 **4. PURCHASE PRICE AND TERMS.**

78 **4.1. Price and Terms.** The Purchase Price set forth below shall be payable in U.S. Dollars by Buyer as follows:

79

Item No.	Reference	Item	Amount	Amount
81	§ 4.1	Purchase Price	\$	
82	§ 4.2	Earnest Money		\$
83	§ 4.5	New Loan		
84	§ 4.6	Assumption Balance		
85	§ 4.7	Seller or Private Financing		
86				
87				
88	§ 4.3	Cash at Closing		
89		TOTAL	\$	\$

90

91 **4.2. Earnest Money.** The Earnest Money set forth in this section, in the form of _____, in its
92 shall be payable to and held by _____ (Earnest Money Holder), in its
93 trust account, on behalf of both Seller and Buyer. The Earnest Money deposit shall be tendered with this Contract unless the
94 parties mutually agree to an **Alternative Earnest Money Deadline** (§ 3) for its payment. If Earnest Money Holder is other than
95 the Brokerage Firm identified in § 32 or § 33, Closing Instructions signed by Buyer, Seller and Earnest Money Holder must be
96 obtained on or before delivery of Earnest Money to Earnest Money Holder. The parties authorize delivery of the Earnest Money
97 deposit to the company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money
98 Holder has agreed to have interest on Earnest Money deposits transferred to a fund established for the purpose of providing
99 affordable housing to Colorado residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest
100 Money deposited with the Earnest Money Holder in this transaction shall be transferred to such fund.

101 **4.2.1. Alternative Earnest Money Deadline.** The deadline for delivering the Earnest Money, if other than at the time of
102 tender of the Contract is as set forth as the **Alternative Earnest Money Deadline** (§ 3).

103 **4.2.2. Return of Earnest Money.** If buyer has a right to terminate this Contract and timely terminates, Buyer shall be
104 entitled to the return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 25 and,
105 except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or
106 other written notice of termination, Seller agrees to execute and return to Buyer or Broker working with Buyer, written
107 mutual instructions, i.e., Earnest Money Release form, within three days of Seller's receipt of such form.

108 **4.3. Form of Funds; Time of Payment; Funds Available.**

109 **4.3.1. Good Funds.** All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing and
110 closing costs, shall be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified
111 check, savings, and loan teller's check and cashier's check (Good Funds).

112 **4.3.2. Available Funds.** All funds required to be paid at Closing or as otherwise agreed in writing between the parties shall
113 be timely paid to allow disbursement by Closing Company at Closing **OR SUCH PARTY SHALL BE IN DEFAULT.**
114 Buyer represents that Buyer, as of the date of this Contract, Does Does Not have funds that are immediately verifiable

115 and available in an amount not less than the amount stated as Cash at Closing in § 4.1.
116 **4.4. Seller Concession.** Seller, at Closing, shall pay or credit, as directed by Buyer, a total amount of \$ _____
117 to assist with Buyer's closing costs, loan discount points, loan origination fees, prepaid items (including any amounts that Seller
118 agrees to pay because Buyer is not allowed to pay due to FHA, CHFA, VA, etc.), and any other fee, cost, charge, expense or
119 expenditure related to Buyer's New Loan or other allowable Seller concession (collectively, Seller Concession). Seller Concession
120 is in addition to any sum Seller has agreed to pay or credit Buyer elsewhere in this Contract. Seller Concession shall be reduced
121 to the extent it exceeds the aggregate of what is allowed by Buyer's lender, but in no event shall Seller pay or credit an amount
122 for Seller Concession that exceeds the lesser of (1) the stated amount for Seller Concession or (2) Buyer's closing costs.

123 **4.5. New Loan.**
124 **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
125 discount points, prepaid items and loan origination fees, as required by lender.
126 **4.5.2. Buyer May Select Financing.** Buyer may select financing appropriate and acceptable to Buyer, including a different
127 loan than initially sought, except as restricted in § 4.5.3 or § 29, Additional Provisions.

128 **4.5.3. Loan Limitations.** Buyer may purchase the Property using any of the following types of loan: Conventional
129 FHA VA Bond Other _____

130 **4.5.4. Good Faith Estimate - Monthly Payment and Loan Costs.** Buyer is advised to review the terms, conditions and
131 costs of Buyer's New Loan carefully. If Buyer is applying for a residential loan, the lender generally must provide Buyer
132 with a good faith estimate of Buyer's closing costs within three days after Buyer completes a loan application. Buyer should
133 also obtain an estimate of the amount of Buyer's monthly mortgage payment. If the New Loan is unsatisfactory to Buyer,
134 then Buyer may terminate this Contract pursuant to § 5.2 no later than **Loan Conditions Deadline** (§ 3).

135 **4.6. Assumption.** Buyer agrees to assume and pay an existing loan in the approximate amount of the Assumption Balance set
136 forth in § 4.1, presently payable at \$ _____ per _____ including principal and interest presently at
137 the rate of _____ % per annum, and also including escrow for the following as indicated: Real Estate Taxes
138 Property Insurance Premium Mortgage Insurance Premium and
139 _____

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

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

150 **4.7. Seller or Private Financing.** Buyer agrees to execute a promissory note payable to:
151 _____, as Joint Tenants Tenants in
152 Common Other _____, on the note form as indicated:
153 (Default Rate) NTD81-10-06 Other _____
154 secured by a _____ (1st, 2nd, etc.) deed of trust encumbering the Property, using the form as indicated:
155 Due on Transfer-Strict (TD72-8-10) Due on Transfer-Creditworthy (TD73-8-10) Assumable - Not Due On
156 Transfer (TD74-8-10) Other _____

157 The promissory note shall be amortized on the basis of _____ Years Months, payable at
158 \$ _____ per _____ including principal and interest at the rate of _____ % per annum. Payments
159 shall commence _____ and shall be due on the _____ day of each succeeding _____.
160 If not sooner paid, the balance of principal and accrued interest shall be due and payable _____
161 after Closing. Payments Shall Shall Not be increased by _____ of estimated annual real estate taxes,
162 and Shall Shall Not be increased by _____ of estimated annual property insurance premium. The loan
163 shall also contain the following terms: (1) if any payment is not received within _____ days after its due date, a late
164 charge of _____ % of such payment shall be due; (2) interest on lender disbursements under the deed of trust shall
165 be _____ % per annum; (3) default interest rate shall be _____ % per annum; (4) Buyer may prepay without a
166 penalty except _____; and (5)
167 Buyer Shall Shall Not execute and deliver, at Closing, a Security Agreement and UCC-1 Financing Statement granting
168 the holder of the promissory note a _____ (1st, 2nd, etc.) lien on the personal property included in this sale.
169 Buyer Shall Shall Not provide a mortgagee's title insurance policy, at Buyer's expense.

TRANSACTION PROVISIONS

170 **5. FINANCING CONDITIONS AND OBLIGATIONS.**
171 **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
172 if an existing loan is not to be released at Closing, Buyer, if required by such lender, shall make an application verifiable by such

173 lender, on or before **Loan Application Deadline** (§ 3) and exercise reasonable efforts to obtain such loan or approval.
174 **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
175 Buyer determining, in Buyer's sole subjective discretion, whether the New Loan is satisfactory to Buyer, including its availability,
176 payments, interest rate, terms, conditions, and cost of such New Loan. This condition is for the benefit of Buyer. If such New
177 Loan is not satisfactory to Buyer, Seller must receive written notice to terminate from Buyer, no later than **Loan Conditions**
178 **Deadline** (§ 3), at which time this Contract shall terminate. **IF SELLER DOES NOT TIMELY RECEIVE WRITTEN**
179 **NOTICE TO TERMINATE, THIS CONDITION SHALL BE DEEMED WAIVED, AND BUYER'S EARNEST MONEY**
180 **SHALL BE NONREFUNDABLE, EXCEPT AS OTHERWISE PROVIDED IN THIS CONTRACT.** (e.g., Appraisal, Title,
181 Survey).
182 **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
183 promissory note in favor of Seller, or if an existing loan is not to be released at Closing, this Contract is conditional (for the
184 benefit of Seller) upon Seller's approval of Buyer's financial ability and creditworthiness, which approval shall be at Seller's sole
185 subjective discretion. In such case: (1) Buyer shall supply to Seller by **Buyer's Credit Information Deadline** (§ 3), at Buyer's
186 expense, information and documents (including a current credit report) concerning Buyer's financial, employment and credit
187 condition and Buyer's New Senior Loan, defined below, if any; (2) Buyer consents that Seller may verify Buyer's financial ability
188 and creditworthiness; (3) any such information and documents received by Seller shall be held by Seller in confidence, and not
189 released to others except to protect Seller's interest in this transaction; and (4) in the event Buyer is to execute a promissory note
190 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
191 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
192 Loan (Buyer's New Senior Loan). Additionally, Seller shall have the right to terminate, at or before Closing, if the Cash at
193 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. If
194 Seller does not deliver written notice to terminate to Buyer based on Seller's disapproval of Buyer's financial ability and
195 creditworthiness or of Buyer's New Senior Loan by **Disapproval of Buyer's Credit Information Deadline** (§ 3), then Seller
196 waives the conditions set forth in this section as to Buyer's New Senior Loan as supplied to Seller. If Seller delivers written notice
197 to terminate to Buyer on or before **Disapproval of Buyer's Credit Information Deadline** (§ 3), this Contract shall terminate.
198 **5.4. Existing Loan Review.** If an existing loan is not to be released at Closing, Seller shall deliver copies of the loan documents
199 (including note, deed of trust, and any modifications) to Buyer by **Existing Loan Documents Deadline** (§ 3). For the benefit
200 of Buyer, this Contract is conditional upon Buyer's review and approval of the provisions of such loan documents, in Buyer's sole
201 subjective discretion. If written notice to terminate based on Buyer's objection to such loan documents is not received by Seller by
202 the **Existing Loan Documents Objection Deadline** (§ 3), Buyer accepts the terms and conditions of the documents. If the
203 lender's approval of a transfer of the Property is required, this Contract is conditional upon Buyer's obtaining such approval
204 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**
205 **Approval Deadline** (§ 3), this Contract shall terminate on such deadline. If Seller is to be released from liability under such
206 existing loan and Buyer does not obtain such compliance as set forth in § 4.6, this Contract may be terminated at Seller's option.

207 **6. APPRAISAL PROVISIONS.**

208 **6.1. Property Approval.** If the lender imposes any requirements or repairs (Requirements) to be made to the Property (e.g., roof
209 repair, repainting), beyond those matters already agreed to by Seller in this Contract, Seller may terminate this Contract
210 (notwithstanding § 10 of this Contract) by delivering written notice to terminate to Buyer on or before three days following
211 Seller's receipt of the Requirements. Seller's right to terminate in this § 6.1 shall not apply if on or before any termination by Seller
212 pursuant to this § 6.1: (1) the parties enter into a written agreement regarding the Requirements; or (2) the Requirements are
213 completed by Seller; or (3) the satisfaction of the Requirements is waived in writing by Buyer.

214 **6.2. Appraisal Condition.**

215 **6.2.1. Not Applicable.** This § 6.2 shall not apply.

216 **6.2.2. Conventional/Other.** Buyer shall have the sole option and election to terminate this Contract if the Purchase Price
217 exceeds the Property's valuation determined by an appraiser engaged by _____. The appraisal
218 shall be received by Buyer or Buyer's lender on or before **Appraisal Deadline** (§ 3). This Contract shall terminate by Buyer
219 delivering to Seller written notice of termination and either a copy of such appraisal or written notice from lender that
220 confirms the Property's valuation is less than the Purchase Price, received by Seller on or before **Appraisal Objection**
221 **Deadline** (§ 3). If Seller does not receive such written notice of termination on or before **Appraisal Objection Deadline**
222 (§ 3), Buyer waives any right to terminate under this section.

223 **6.2.3. FHA.** It is expressly agreed that notwithstanding any other provisions of this Contract, the Purchaser (Buyer) shall
224 not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of Earnest
225 Money deposits or otherwise unless the Purchaser (Buyer) has been given in accordance with HUD/FHA or VA requirements
226 a written statement issued by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement
227 lender, setting forth the appraised value of the Property of not less than \$ _____. The Purchaser (Buyer) shall
228 have the privilege and option of proceeding with consummation of the Contract without regard to the amount of the appraised
229 valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban
230 Development will insure. HUD does not warrant the value nor the condition of the Property. The Purchaser (Buyer) should
231 satisfy himself/herself that the price and condition of the Property are acceptable.

232 **6.2.4. VA.** It is expressly agreed that, notwithstanding any other provisions of this Contract, the Purchaser (Buyer) shall not
233 incur any penalty by forfeiture of Earnest Money or otherwise or be obligated to complete the purchase of the Property
234 described herein, if the Contract Purchase Price or cost exceeds the reasonable value of the Property established by the

235 Department of Veterans Affairs. The Purchaser (Buyer) shall, however, have the privilege and option of proceeding with the
236 consummation of this Contract without regard to the amount of the reasonable value established by the Department of
237 Veterans Affairs.

238 **6.3. Cost of Appraisal.** Cost of any appraisal to be obtained after the date of this Contract shall be timely paid by
239 Buyer Seller.

240 **Note:** If FHA or VA Appraisal is checked, the **Appraisal Deadline** (§ 3) does **not** apply to FHA or VA guaranteed loans.

241 **7. EVIDENCE OF TITLE, SURVEY AND CIC DOCUMENTS.**

242 **7.1. Evidence of Title.** On or before **Title Deadline** (§ 3), Seller shall cause to be furnished to Buyer, at Seller's expense, a
243 current commitment for owner's title insurance policy (Title Commitment) in an amount equal to the Purchase Price, or if this
244 box is checked, **An Abstract** of title certified to a current date. If title insurance is furnished, Seller shall also deliver to
245 Buyer copies of any abstracts of title covering all or any portion of the Property (Abstract) in Seller's possession. At Seller's
246 expense, Seller shall cause the title insurance policy to be issued and delivered to Buyer as soon as practicable at or after
247 Closing. The title insurance commitment **Shall** **Shall Not** commit to delete or insure over the standard exceptions
248 which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) any unrecorded mechanic's liens,
249 (5) gap period (effective date of commitment to date deed is recorded), and (6) unpaid taxes, assessments and unredeemed tax
250 sales prior to the year of Closing. Any additional premium expense to obtain this additional coverage shall be paid by **Buyer**
251 **Seller.**

252 **Note:** The title insurance company may not agree to delete or insure over any or all of the standard exceptions. Buyer shall have
253 the right to review the Title Commitment, its provisions and Title Documents (defined in § 7.2), and if not satisfactory to Buyer,
254 Buyer may exercise Buyer's rights pursuant to § 8.1.

255 **7.2. Copies of Exceptions.** On or before **Title Deadline** (§ 3), Seller, at Seller's expense, shall furnish to Buyer and
256 _____, (1) copies of any
257 plats, declarations, covenants, conditions and restrictions burdening the Property, and (2) if a Title Commitment is required to be
258 furnished, and if this box is checked **Copies of any Other Documents** (or, if illegible, summaries of such documents) listed
259 in the schedule of exceptions (Exceptions). Even if the box is not checked, Seller shall have the obligation to furnish these
260 documents pursuant to this section if requested by Buyer any time on or before **Exceptions Request Deadline** (§ 3). This
261 requirement shall pertain only to documents as shown of record in the office of the clerk and recorder in the county where the
262 Property is located. The abstract or Title Commitment, together with any copies or summaries of such documents furnished
263 pursuant to this section, constitute the title documents (collectively, Title Documents).

264 **7.3. Survey.** On or before **Survey Deadline** (§ 3), **Seller** **Buyer** shall order or provide, and cause Buyer (and the issuer
265 of the Title Commitment or the provider of the opinion of title if an abstract) to receive, a current **Improvement Survey Plat**
266 **Improvement Location Certificate** _____
267 (the description checked is known as Survey). An amount not to exceed \$ _____ for Survey shall be paid by
268 **Buyer** **Seller.** If the cost exceeds this amount, **Buyer** **Seller** shall pay the excess on or before Closing. Buyer
269 shall not be obligated to pay the excess unless Buyer is informed of the cost and delivers to Seller, before Survey is ordered,
270 Buyer's written agreement to pay the required amount to be paid by Buyer.

271 **7.4. Common Interest Community Documents.** The term CIC Documents consists of all owners' associations (Association)
272 declarations, bylaws, operating agreements, rules and regulations, party wall agreements, minutes of most recent annual owners'
273 meeting and minutes of any directors' or managers' meetings during the six-month period immediately preceding the date of this
274 Contract, if any (Governing Documents), most recent financial documents consisting of (1) annual balance sheet, (2) annual
275 income and expenditures statement, and (3) annual budget (Financial Documents), if any (collectively CIC Documents).

276 **7.4.1. Not Applicable.** This § 7.4 shall not apply.

277 **7.4.2. Common Interest Community Disclosure.** **THE PROPERTY IS LOCATED WITHIN A COMMON**
278 **INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR SUCH COMMUNITY. THE**
279 **OWNER OF THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNER'S ASSOCIATION**
280 **FOR THE COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF**
281 **THE ASSOCIATION. THE DECLARATION, BYLAWS, AND RULES AND REGULATIONS WILL IMPOSE**
282 **FINANCIAL OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO**
283 **PAY ASSESSMENTS OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS,**
284 **THE ASSOCIATION COULD PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE**
285 **DEBT. THE DECLARATION, BYLAWS, AND RULES AND REGULATIONS OF THE COMMUNITY MAY**
286 **PROHIBIT THE OWNER FROM MAKING CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL**
287 **REVIEW BY THE ASSOCIATION (OR A COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF**
288 **THE ASSOCIATION. PURCHASERS OF PROPERTY WITHIN THE COMMON INTEREST COMMUNITY**
289 **SHOULD INVESTIGATE THE FINANCIAL OBLIGATIONS OF MEMBERS OF THE ASSOCIATION.**
290 **PURCHASERS SHOULD CAREFULLY READ THE DECLARATION FOR THE COMMUNITY AND THE**
291 **BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION.**

292 **7.4.3. Not Conditional on Review.** Buyer acknowledges that Buyer has received a copy of the CIC Documents. Buyer has
293 reviewed them, agrees to accept the benefits, obligations and restrictions that they impose upon the Property and its owners
294 and waives any right to terminate this Contract due to such documents, notwithstanding the provisions of § 8.5.

295 **7.4.4. CIC Documents to Buyer.**

296 **7.4.4.1. Seller to Provide CIC Documents.** Seller shall cause the CIC Documents to be provided to Buyer, at

297 Seller's expense, on or before **CIC Documents Deadline** (§ 3).
298 **7.4.4.2. Seller Authorizes Association.** Seller authorizes the Association to provide the CIC Documents to Buyer,
299 at Seller's expense.
300 **7.4.4.3. Seller's Obligation.** Seller's obligation to provide the CIC Documents shall be fulfilled upon Buyer's receipt
301 of the CIC Documents, regardless of who provides such documents.

302 **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
303 shall apply. In the event of any unsatisfactory provision in any of the CIC Documents, in Buyer's sole subjective discretion,
304 and written notice to terminate by Buyer, or on behalf of Buyer, and delivered to Seller on or before **CIC Documents**
305 **Objection Deadline** (§ 3), Buyer accepts the CIC Documents and waives the right to terminate for that reason.

306 Should Buyer receive the CIC Documents after **CIC Documents Deadline** (§ 3), Buyer shall have the right, at
307 Buyer's option, to terminate this Contract by written notice to terminate delivered to Seller on or before ten days after Buyer's
308 receipt of the CIC Documents. If Buyer does not receive the CIC Documents, or if such written notice to terminate would
309 otherwise be required to be delivered after **Closing Date** (§ 3), Buyer's written notice to terminate shall be received by Seller
310 on or before three days prior to **Closing Date** (§ 3). If Seller does not receive Buyer's written notice to terminate within
311 such time, Buyer accepts the provisions of the CIC Documents, and Buyer's right to terminate this Contract pursuant to this
312 section is waived, notwithstanding the provisions of § 8.5.

313 **Note:** If no box in this § 7.4 is checked, the provisions of § 7.4.4.1 shall apply.

314 **8. TITLE AND SURVEY REVIEW.**

315 **8.1. Title Review.** Buyer shall have the right to review the Title Documents. Buyer shall provide written notice to terminate
316 based on unmerchantability of title, unsatisfactory form or content of Title Commitment, or, notwithstanding § 13, of any other
317 unsatisfactory title condition, in Buyer's sole and subjective discretion, shown by the Title Documents (Notice of Title Objection).
318 Such Notice of Title Objection shall be delivered by or on behalf of Buyer and received by Seller on or before **Title Objection**
319 **Deadline**. (§ 3), provided such Title Documents are received by Buyer in a timely manner. If there is an endorsement to the Title
320 Commitment that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment shall be
321 delivered to Buyer. Provided however, Buyer shall have five days to deliver the Notice of Title Objection after receipt by Buyer
322 of the following documents: (1) any required Title Document not timely received by Buyer, (2) any change to the Title
323 Documents, or (3) endorsement to the Title Commitment. If Seller does not receive Buyer's Notice of Title Objection by the
324 applicable deadline specified above, Buyer accepts the condition of title as disclosed by the Title Documents as satisfactory.

325 **8.2. Matters Not Shown by the Public Records.** Seller shall deliver to Buyer, on or before **Off-Record Matters Deadline**
326 (§ 3) true copies of all leases and surveys in Seller's possession pertaining to the Property and shall disclose to Buyer all
327 easements, liens (including, without limitation, governmental improvements approved, but not yet installed) or other title matters
328 (including, without limitation, rights of first refusal and options) not shown by the public records of which Seller has actual
329 knowledge. Buyer shall have the right to inspect the Property to investigate if any third party has any right in the Property not
330 shown by the public records (such as an unrecorded easement, unrecorded lease, boundary line discrepancy or water rights).
331 Written notice to terminate based on any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection,
332 notwithstanding § 13) in Buyer's sole subjective discretion, by or on behalf of Buyer shall be delivered to Seller on or before
333 **Off-Record Matters Objection Deadline** (§ 3). If Seller does not receive Buyer's written notice to terminate on or before
334 **Off-Record Matters Objection Deadline** (§ 3), Buyer accepts title subject to such rights, if any, of third parties of which Buyer
335 has actual knowledge.

336 **8.3. Survey Review.**

337 **8.3.1. Not Applicable.** This § 8.3 shall not apply.
338 **8.3.2. Conditional on Survey.** If the box in this § 8.3.2 is checked, Buyer shall have the right to review the Survey. If
339 written notice to terminate by or on behalf of Buyer based of any unsatisfactory condition, in Buyer's sole subjective discretion,
340 shown by the Survey, notwithstanding § 8.2 or § 13, is received by Seller on or before **Survey Objection Deadline** (§ 3),
341 this Contract shall terminate. If Seller does not receive Buyer's written notice to terminate by **Survey Objection Deadline**
342 (§ 3), Buyer accepts the Survey as satisfactory.

343 **8.4. Special Taxing Districts. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION**
344 **INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE**
345 **PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT**
346 **RISK FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE**
347 **CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH**
348 **INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE**
349 **SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY**
350 **TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY, AND BY OBTAINING**
351 **FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND**
352 **RECORDER, OR THE COUNTY ASSESSOR.**

353 In the event the Property is located within a special taxing district and Buyer desires to terminate this Contract as the effect
354 of special taxing district is unsatisfactory, in Buyer's sole subjective discretion, written notice to terminate, by or on behalf of
355 Buyer, is received by Seller on or before **Off-Record Matters Objection Deadline** (§ 3), this Contract shall terminate. If Seller
356 does not receive Buyer's written notice to terminate on or before **Off-Record Matters Objection Deadline** (§ 3), Buyer accepts
357 the effect of the Property's inclusion in such special taxing district and waives the right to terminate for that reason.

358 **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

359 Seller receives Buyer's written notice to terminate or notice of unmerchantability of title or any other unsatisfactory title condition
360 or commitment terms as provided in §§ 8.1, and 8.2, Seller shall use reasonable efforts to correct said items and bear any nominal
361 expense to correct the same prior to Closing. If such unsatisfactory title condition is not corrected to Buyer's satisfaction, in
362 Buyer's sole subjective discretion, on or before Closing, this Contract shall terminate; provided, however, Buyer may, by written
363 notice received by Seller on or before Closing, waive objection to such items.

364 **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
365 Contract, Seller shall promptly submit this Contract according to the terms and conditions of such right. If the holder of the right
366 of first refusal exercises such right or the holder of a right to approve disapproves this Contract, this Contract shall terminate. If
367 the right of first refusal is waived explicitly or expires, or the Contract is approved, this Contract shall remain in full force and
368 effect. Seller shall promptly notify Buyer in writing of the foregoing. If expiration or waiver of the right of first refusal or
369 Contract approval has not occurred on or before **Right of First Refusal Deadline** (§ 3), this Contract shall terminate.

370 **8.7. Title Advisory.** The Title Documents affect the title, ownership and use of the Property and should be reviewed carefully.
371 Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property, including
372 without limitation, boundary lines and encroachments, area, zoning, unrecorded easements and claims of easements, leases and
373 other unrecorded agreements, and various laws and governmental regulations concerning land use, development and
374 environmental matters. **The surface estate may be owned separately from the underlying mineral estate, and transfer of**
375 **the surface estate does not necessarily include transfer of the mineral rights or water rights. Third parties may hold**
376 **interests in oil, gas, other minerals, geothermal energy or water on or under the Property, which interests may give them**
377 **rights to enter and use the Property.** Such matters may be excluded from or not covered by the title insurance policy. Buyer
378 is advised to timely consult legal counsel with respect to all such matters as there are strict time limits provided in this Contract
379 [e.g., **Title Objection Deadline** (§ 3) and **Off-Record Matters Objection Deadline** (§ 3)].

380 **9. GOOD FAITH.** Buyer and Seller acknowledge that each party has an obligation to act in good faith, including but not limited to
381 exercising the rights and obligations set forth in the provisions of **Financing Conditions and Obligations** (§ 5), **Title and Survey**
382 **Review** (§ 8) and **Property Disclosure, Inspection, Indemnity, Insurability, Due Diligence, Buyer Disclosure and Source of**
383 **Water** (§ 10).

384

DISCLOSURE, INSPECTION AND DUE DILIGENCE

385 **10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY, DUE DILIGENCE, BUYER DISCLOSURE**
386 **AND SOURCE OF WATER.**

387 **10.1. Seller's Property Disclosure Deadline.** On or before **Seller's Property Disclosure Deadline** (§ 3), Seller agrees to
388 deliver to Buyer the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form
389 completed by Seller to Seller's actual knowledge, current as of the date of this Contract.

390 **10.2. Inspection Objection Deadline.** Unless otherwise provided in this Contract, Buyer acknowledges that Seller is conveying
391 the Property to Buyer in an "as is" condition, "where is" and "with all faults". Seller shall disclose to Buyer, in writing, any latent
392 defects actually known by Seller. Buyer, acting in good faith, shall have the right to have inspections (by a third party, personally
393 or both) of the Property and Inclusions (Inspection), at Buyer's expense. If (1) the physical condition of the Property, (2) the
394 physical condition of the Inclusions, (3) service to the Property (including utilities and communication services), systems and
395 components of the Property, e.g. heating and plumbing, (4) any proposed or existing transportation project, road, street or
396 highway, or (5) any other activity, odor or noise (whether on or off the Property) and its effect or expected effect on the Property
397 or its occupants is unsatisfactory in Buyer's sole subjective discretion, Buyer shall, on or before **Inspection Objection Deadline**
398 (§ 3):

399 **10.2.1. Notice to Terminate.** Notify Seller in writing that this Contract is terminated; or

400 **10.2.2. Notice to Correct.** Deliver to Seller with a written description of any unsatisfactory physical condition which
401 Buyer requires Seller to correct.

402 If written notice is not received by Seller on or before **Inspection Objection Deadline** (§ 3), the physical condition of the
403 Property and Inclusions shall be deemed to be satisfactory to Buyer.

404 **10.3. Inspection Resolution Deadline.** If a Notice to Correct is received by Seller and if Buyer and Seller have not agreed in
405 writing to a settlement thereof on or before **Inspection Resolution Deadline** (§ 3), this Contract shall terminate on **Inspection**
406 **Resolution Deadline** (§ 3), unless Seller receives Buyer's written withdrawal of the Notice to Correct before such termination,
407 i.e., on or before expiration of **Inspection Resolution Deadline** (§ 3).

408 **10.4. Damage, Liens and Indemnity.** Buyer, except as otherwise provided in this Contract, is responsible for payment for all
409 inspections, tests, surveys, engineering reports, or any other work performed at Buyer's request (Work) and shall pay for any
410 damage that occurs to the Property and Inclusions as a result of such Work. Buyer shall not permit claims or liens of any kind
411 against the Property for Work performed on the Property at Buyer's request. Buyer agrees to indemnify, protect and hold Seller
412 harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such Work, claim, or lien.
413 This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against any such liability,
414 damage, cost or expense, or to enforce this section, including Seller's reasonable attorney fees, legal fees and expenses. The
415 provisions of this section shall survive the termination of this Contract.

416 **10.5. Insurability.** This Contract is conditioned upon Buyer's satisfaction, in Buyer's sole subjective discretion, with the
417 availability, terms and conditions of and premium for property insurance. This Contract shall terminate upon Seller's receipt, on
418 or before **Property Insurance Objection Deadline** (§ 3), of Buyer's written notice to terminate based on such insurance being
419 unsatisfactory to Buyer. If Seller does not receive Buyer's written notice to terminate on or before **Property Insurance Objection**

420 **Deadline** (§ 3), Buyer shall have waived any right to terminate under this provision.
421 **10.6. Due Diligence-Physical Inspection.** Buyer's Inspection of the Property under § 10.2 shall also include, without limitation,
422 at Buyer's option, an inspection of the roof, walls, structural integrity of the Property and an inspection of the electrical, plumbing,
423 HVAC and other mechanical systems of the Property. If the condition of the Property or Inclusions are not satisfactory to Buyer,
424 in Buyer's sole subjective discretion, Buyer shall, on or before **Inspection Objection Deadline** (§ 3), provide the applicable
425 written notice pursuant to § 10.2.
426 **10.7. Due Diligence-Documents.** Seller agrees to deliver copies of the following documents and information (Due Diligence
427 Documents) to Buyer on or before **Due Diligence Documents Delivery Deadline** (§ 3) to the extent such Due Diligence
428 Documents exist and are in Seller's possession:

429 **10.8. Due Diligence Documents Conditions.** This Contract is subject to and expressly conditional upon Buyer, in Buyer's sole
430 subjective discretion, reviewing and approving the Due Diligence Documents, Survey and Leases. Buyer shall also have the
431 unilateral right to waive any condition herein.

432 **10.8.1. Due Diligence Documents.** If Buyer is not satisfied with the results of Buyer's review of the Due Diligence
433 Documents and written notice to terminate is received by Seller on or before **Due Diligence Documents Objection Dead-**
434 **line** (§ 3), this Contract shall terminate.

435 **10.8.2. Survey.** If any unsatisfactory condition is shown by the Survey and written notice to terminate is received by Seller
436 on or before **Survey Objection Deadline** (§ 3), this Contract shall terminate.

437 **10.8.3. Leases.** If the Leases are not satisfactory to Buyer, Seller shall receive written notice to terminate on or before
438 **Off-Record Matters Objection Deadline** (§ 3), unless the Leases are not timely delivered under § 8.2, then Seller shall
439 receive written notice to terminate on or before **Diligence Documents Objection Deadline** (§ 3). If Seller timely receives
440 written notice to terminate, this Contract shall terminate.

441 If Buyer's written notice to terminate for any of the conditions set forth above is not timely received by Seller, then such
442 condition shall be deemed to be satisfactory to Buyer.

443 **10.9. Buyer Disclosure.** Buyer represents that Buyer **Does** **Does Not** need to sell and close a property to complete this
444 transaction.

445 **Note:** Any property sale contingency should appear in **Additional Provisions** (§ 29).

446 **10.10. Source of Potable Water (Residential Land and Residential Improvements Only).** Buyer **Does** **Does Not**
447 acknowledge receipt of a copy of Seller's Property Disclosure or Source of Water Addendum disclosing the source of potable
448 water for the Property. Buyer **Does** **Does Not** acknowledge receipt of a copy of the current well permit. **There is No**
449 **Well.**

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

453 **10.11. Carbon Monoxide Alarms. Note:** If the improvements on the Property have a fuel-fired heater or appliance, a fireplace,
454 or an attached garage and include one or more rooms lawfully used for sleeping purposes (Bedroom), the parties acknowledge that
455 Colorado law requires that Seller assure the Property has an operational carbon monoxide alarm installed within fifteen feet of the
456 entrance to each Bedroom or in a location as required by the applicable building code.

457 **10.12. Lead-Based Paint.** Unless exempt, if the improvements on the Property include one or more residential dwellings for
458 which a building permit was issued prior to January 1, 1978, this Contract shall be void unless (1) a completed Lead-Based Paint
459 Disclosure (Sales) form is signed by Seller, the required real estate licensees and Buyer, and (2) Seller receives the completed and
460 fully executed form prior to the time when the Contract is signed by all parties. Buyer acknowledges timely receipt of a completed
461 Lead-Based Paint Disclosure (Sales) form signed by Seller and the real estate licensees.

462 **10.13. Methamphetamine Disclosure.** If Seller knows that methamphetamine was ever manufactured, processed, cooked, dispose
463 of, used or stored at the Property, Seller is required to disclose such fact. No disclosure is required if the Property was remediated
464 in accordance with state standards and other requirements are fulfilled pursuant to § 25-18.5-102, C.R.S. Buyer further
465 acknowledges that Buyer has the right to engage a certified hygienist or industrial hygienist to test whether the Property has ever
466 been used as a methamphetamine laboratory. If Buyer's test results indicate that the Property has been contaminated with
467 methamphetamine, but has not been remediated to meet the standards established by rules of the State Board of Health
468 promulgated pursuant to § 25-18.5-102, C. R. S., Buyer shall promptly give written notice to Seller of the results of the test, and
469 Buyer may terminate this Contract upon Seller's receipt of Buyer's written notice to terminate, notwithstanding any other
470 provision of this Contract.

471 **11. COLORADO FORECLOSURE PROTECTION ACT.** The Colorado Foreclosure Protection Act (Act) generally applies if: (1)
472 the Property is residential, (2) Seller resides in the Property as Seller's principal residence, (3) Buyer's purpose in purchase of the
473 Property is not to use the Property as Buyer's personal residence, and (4) the Property is in foreclosure or Buyer has notice that any
474 loan secured by the Property is at least thirty days delinquent or in default. If the transaction is a Short Sale transaction and a Short
475 Sale Addendum is part of this Contract, the Act does not apply. Each party is further advised to consult an attorney.

476 **CLOSING PROVISIONS**

477 **12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.**

478 **12.1. Closing Documents and Closing Information.** Seller and Buyer shall cooperate with the Closing Company to enable the
479 Closing Company to deliver all documents required for Closing to Buyer and Seller and their designees by the **Closing**

480 **Documents Delivery Deadline** (§ 3). If Buyer is obtaining a new loan to purchase the Property, Buyer acknowledges Buyer's
481 lender shall be required to provide the Closing Company in a timely manner all required loan documents and financial information
482 concerning Buyer's new loan. Buyer and Seller will furnish any additional information and documents required by Closing
483 Company that will be necessary to complete this transaction. Buyer and Seller shall sign and complete all customary or reasonably
484 required documents at or before Closing.

485 **12.2. Closing Instructions** Buyer and Seller agree to execute the Colorado Real Estate Commission's Closing Instructions. Such
486 Closing Instructions Are Are Not executed with this Contract. Upon mutual execution, Seller Buyer shall deliver
487 such Closing Instructions to the Closing Company.

488 **12.3. Closing.** Delivery of deed from Seller to Buyer shall be at closing (Closing). Closing shall be on the date specified as the
489 **Closing Date** (§ 3) or by mutual agreement at an earlier date. The hour and place of Closing shall be as designated by

490
491 **12.4. Disclosure of Settlement Costs.** Buyer and Seller acknowledge that costs, quality, and extent of service vary between
492 different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

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

498 **13.1.** Those specific Exceptions described by reference to recorded documents as reflected in the Title Documents accepted by
499 Buyer in accordance with **(Title Review** (§ 8.1),

500 **13.2.** Distribution utility easements (including cable TV),

501 **13.3.** Those specifically described rights of third parties not shown by the public records of which Buyer has actual knowledge
502 and which were accepted by Buyer in accordance with **Matters Not Shown by the Public Records** (§ 8.2) and **Survey Review**
503 (§ 8.3),

504 **13.4.** Inclusion of the Property within any special taxing district, and

505 **13.5.** Other _____

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

508 **15. CLOSING COSTS, CLOSING FEE, CIC FEES AND TAXES.**

509 **15.1. Closing Costs.** Buyer and Seller shall pay, in Good Funds, their respective closing costs and all other items required to be
510 paid at Closing, except as otherwise provided herein.

511 **15.2. Closing Services Fee.** The fee for real estate closing services shall be paid at Closing by Buyer Seller One-Half
512 by Buyer and One-Half by Seller Other _____

513 **15.3. Status Letter and Transfer Fees.** Any fees incident to the issuance of Association's statement of assessments (Status
514 Letter) shall be paid by Buyer Seller One-Half by Buyer and One-Half by Seller. Any transfer fees assessed by the
515 Association (Association's Transfer Fee) shall be paid by Buyer Seller One-Half by Buyer and One-Half by Seller.

516 **15.4. Local Transfer Tax.** The Local Transfer Tax of _____ % of the Purchase Price shall be paid at Closing by
517 Buyer Seller One-Half by Buyer and One-Half by Seller.

518 **15.5. Sales and Use Tax.** Any sales and use tax that may accrue because of this transaction shall be paid when due by
519 Buyer Seller One-Half by Buyer and One-Half by Seller.

520 **16. PRORATIONS.** The following shall be prorated to **Closing Date** (§ 3), except as otherwise provided:

521 **16.1. Taxes.** Personal property taxes, if any, and general real estate taxes for the year of Closing, based on **Taxes for the**
522 **Calendar Year Immediately Preceding Closing** **Most Recent Mill Levy and Most Recent Assessed Valuation** , adjusted
523 by any applicable qualifying seniors property tax exemption, or **Other** _____

524 **16.2. Rents.** Rents based on **Rents Actually Received** **Accrued**. At Closing, Seller shall transfer or credit to Buyer the
525 security deposits for all leases assigned, or any remainder after lawful deductions, and notify all tenants in writing of such
526 transfer and of the transferee's name and address. Seller shall assign to Buyer all leases in effect at Closing and Buyer shall
527 assume such leases.

528 **16.3. Association Assessments.** Current regular Association assessments and dues (Association Assessments) paid in advance
529 shall be credited to Seller at Closing. Cash reserves held out of the regular Association Assessments for deferred maintenance by
530 the Association shall not be credited to Seller except as may be otherwise provided by the Governing Documents. Buyer
531 acknowledges that Buyer may be obligated to pay the Association, at Closing, an amount for reserves or working capital. Any
532 special assessment by the Association for improvements that have been installed as of the date of Buyer's signature hereon shall
533 be the obligation of Seller. Any other special assessment assessed prior to **Closing Date** (§ 3) by the Association shall be the
534 obligation of Buyer Seller. Seller represents that the Association Assessments are currently payable at \$ _____
535 per _____ and that there are no unpaid regular or special assessments against the Property except the current
536 regular assessments and

537
538 _____
Such assessments are subject to change as provided in the Governing Documents. Seller agrees to promptly request the

539 Association to deliver to Buyer before **Closing Date** (§ 3) a current Status Letter.
540 **16.4. Other Prorations.** Water and sewer charges, interest on any continuing loan, and

541
542 **16.5. Final Settlement.** Unless otherwise agreed in writing, these prorations shall be final.

543 **17. POSSESSION.** Possession of the Property shall be delivered to Buyer on **Possession Date** at **Possession Time** (§ 3), subject
544 to the following leases or tenancies:

545
546 If Seller, after Closing, fails to deliver possession as specified, Seller shall be subject to eviction and shall be additionally liable
547 to Buyer for payment of \$ _____ per day (or any part of a day notwithstanding § 18.1) from the **Possession Date** and
548 **Possession Time** (§ 3) until possession is delivered.

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

550 **GENERAL PROVISIONS**

551 **18. DAY; COMPUTATION OF PERIOD OF DAYS, DEADLINE.**

552 **18.1. Day.** As used in this Contract, the term "day" shall mean the entire day ending at 11:59 p.m., United States Mountain Time
553 (Standard or Daylight Savings as applicable).

554 **18.2. Computation of Period of Days, Deadline.** In computing a period of days, when the ending date is not specified, the
555 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
556 or Colorado state holiday (Holiday), such deadline **Shall** **Shall Not** be extended to the next day that is not a Saturday,
557 Sunday or Holiday. Should neither box be checked, the deadline shall not be extended.

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

561 **19.1. Causes of Loss, Insurance.** In the event the Property or Inclusions are damaged by fire, other perils or causes of loss prior
562 to Closing in an amount of not more than ten percent of the total Purchase Price, Seller shall be obligated to repair the same before
563 **Closing Date** (§ 3). In the event such damage is not repaired within said time or if the damages exceed such sum, this Contract
564 may be terminated at the option of Buyer by delivering to Seller written notice to terminate on or before Closing. Should Buyer
565 elect to carry out this Contract despite such damage, Buyer shall be entitled to a credit at Closing for all insurance proceeds that
566 were received by Seller (but not the Association, if any) resulting from such damage to the Property and Inclusions, plus the
567 amount of any deductible provided for in such insurance policy. Such credit not to exceed the Purchase Price. In the event Seller
568 has not received such insurance proceeds prior to Closing, then Seller shall assign such proceeds at Closing, plus credit Buyer the
569 amount of any deductible provided for in such insurance policy, but not to exceed the total Purchase Price.

570 **19.2. Damage, Inclusions and Services.** Should any Inclusion or service (including utilities and communication services),
571 systems and components of the Property, e.g., heating or plumbing, fail or be damaged between the date of this Contract and
572 Closing or possession, whichever shall be earlier, then Seller shall be liable for the repair or replacement of such Inclusion, service,
573 system, component or fixture of the Property with a unit of similar size, age and quality, or an equivalent credit, but only to the
574 extent that the maintenance or replacement of such Inclusion, service, system, component or fixture is not the responsibility of the
575 Association, if any, less any insurance proceeds received by Buyer covering such repair or replacement. Seller and Buyer are
576 aware of the existence of pre-owned home warranty programs that may be purchased and may cover the repair or replacement of
577 such Inclusions.

578 **19.3. Condemnation.** In the event Seller receives actual notice prior to Closing that a pending condemnation action may result
579 in a taking of all or part of the Property or Inclusions, Seller shall promptly notify Buyer, in writing, of such condemnation action.
580 In such event, this Contract may be terminated at the option of Buyer, in Buyer's sole subjective discretion, by Buyer delivering
581 to Seller written notice to terminate on or before Closing. Should Buyer elect to consummate this Contract despite such diminution
582 of value to the Property and Inclusions, Buyer shall be entitled to a credit at Closing for all condemnation proceeds awarded to
583 Seller for the diminution in the value of the Property or Inclusions but such credit shall not include relocation benefits, expenses
584 or exceed the Purchase Price.

585 **19.4. Walk-Through and Verification of Condition.** Buyer, upon reasonable notice, shall have the right to walk through the
586 Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

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

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

593 **21.1. If Buyer is in Default:**

594 **21.1.1. Specific Performance.** Seller may elect to treat this Contract as canceled, in which case all Earnest Money
595 (whether or not paid by Buyer) shall be paid to Seller and retained by Seller; and Seller may recover such damages as may
596 be proper; or Seller may elect to treat this Contract as being in full force and effect and Seller shall have the right to specific

597 performance or damages, or both.
598 **21.1.2. Liquidated Damages, Applicable.** This § 21.1.2 shall apply unless the box in § 21.1.1. is checked. All Earnest
599 Money (whether or not paid by Buyer) shall be paid to Seller, and retained by Seller. Both parties shall thereafter be
600 released from all obligations hereunder. It is agreed that the Earnest Money specified in § 4.1 is LIQUIDATED DAMAGES,
601 and not a penalty, which amount the parties agree is fair and reasonable and (except as provided in §§ 10.4, 22, 23 and 24),
602 said payment of Earnest Money shall be SELLER'S SOLE AND ONLY REMEDY for Buyer's failure to perform the
603 obligations of this Contract. Seller expressly waives the remedies of specific performance and additional damages.
604 **21.2. If Seller is in Default:** Buyer may elect to treat this Contract as canceled, in which case all Earnest Money received
605 hereunder shall be returned and Buyer may recover such damages as may be proper, or Buyer may elect to treat this Contract as
606 being in full force and effect and Buyer shall have the right to specific performance or damages, or both.

607 **22. LEGAL FEES, COST AND EXPENSES.** Anything to the contrary herein notwithstanding, in the event of any arbitration or
608 litigation relating to this Contract, prior to or after **Closing Date** (§ 3), the arbitrator or court shall award to the prevailing party all
609 reasonable costs and expenses, including attorney fees, legal fees and expenses.

610 **23. MEDIATION.** If a dispute arises relating to this Contract, prior to or after Closing, and is not resolved, the parties shall first
611 proceed in good faith to submit the matter to mediation. Mediation is a process in which the parties meet with an impartial person who
612 helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must
613 agree, in writing, before any settlement is binding. The parties will jointly appoint an acceptable mediator and will share equally in the
614 cost of such mediation. The mediation, unless otherwise agreed, shall terminate in the event the entire dispute is not resolved within
615 thirty days of the date written notice requesting mediation is delivered by one party to the other at the party's last known address. This
616 section shall not alter any date in this Contract, unless otherwise agreed.

617 **24. EARNEST MONEY DISPUTE.** Except as otherwise provided herein, Earnest Money Holder shall release the Earnest Money
618 as directed by written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding the Earnest
619 Money (notwithstanding any termination of this Contract), Earnest Money Holder shall not be required to take any action. Earnest
620 Money Holder, at its option and sole subjective discretion, may (1) await any proceeding, (2) interplead all parties and deposit Earnest
621 Money into a court of competent jurisdiction and shall recover court costs and reasonable attorney and legal fees, or (3) provide notice
622 to Buyer and Seller that unless Earnest Money Holder receives a copy of the Summons and Complaint or Claim (between Buyer and
623 Seller) containing the case number of the lawsuit (Lawsuit) within one hundred twenty days of Earnest Money Holder's notice to the
624 parties, Earnest Money Holder shall be authorized to return the Earnest Money to Buyer. In the event Earnest Money Holder does
625 receive a copy of the Lawsuit, and has not interpleaded the monies at the time of any Order, Earnest Money Holder shall disburse the
626 Earnest Money pursuant to the Order of the Court. The parties reaffirm the obligation of **Mediation** (§ 23). The provisions of this
627 § 24 apply only if the Earnest Money Holder is one of the Brokerage Firms named in § 32 or § 33.

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

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

635 **27. NOTICE, DELIVERY AND CHOICE OF LAW.**
636 **27.1. Physical Delivery.** All notices must be in writing, except as provided in § 27.2. Any document, including a signed
637 document or notice, delivered to Buyer shall be effective when physically received by Buyer, any signature on behalf of Buyer
638 any named individual of Buyer, any representative of Buyer, or Brokerage Firm of Broker working with Buyer (except for
639 delivery, after Closing, of the notice requesting mediation described in § 23) and except as provided in § 27.2 below. Any
640 document, including a signed document or notice, delivered to Seller shall be effective when physically received by Seller, any
641 signator on behalf of Seller, any named individual of Seller, any representative of Seller, or Brokerage Firm of Broker working
642 with Seller (except for delivery, after Closing, of the notice requesting mediation described in § 23) and except as provided in
643 § 27.2.
644 **27.2. Electronic Delivery.** As an alternative to physical delivery, any document, including any signed document or written
645 notice may be delivered in electronic form only by the following indicated methods: **Facsimile** **E-mail** **Internet**
646 **No Electronic Delivery.** Documents with original signatures shall be provided upon request of any party.
647 **27.3. Choice of Law.** This Contract and all disputes arising hereunder shall be governed by and construed in accordance with
648 the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for property
649 located in Colorado.

650 **28. NOTICE OF ACCEPTANCE, COUNTERPARTS.** This proposal shall expire unless accepted in writing, by Buyer and Seller,
651 as evidenced by their signatures below, and the offering party receives notice of such acceptance pursuant to § 27 on or before
652 **Acceptance Deadline Date** (§ 3) and **Acceptance Deadline Time** (§ 3). If accepted, this document shall become a contract between
653 Seller and Buyer. A copy of this document may be executed by each party, separately, and when each party has executed a copy
654 thereof, such copies taken together shall be deemed to be a full and complete contract between the parties.

ADDITIONAL PROVISIONS AND ATTACHMENTS

655

656 **29. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate
657 Commission.)
658

659 **30. ATTACHMENTS.** The following are a part of this Contract:

660

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

662

SIGNATURES

663

BUYER _____ DATE _____

BUYER _____ DATE _____

664 Electronic Address: _____

665

666 **[NOTE: If this offer is being countered or rejected, do not sign this document. Refer to § 31]**

667

SELLER _____ DATE _____

SELLER _____ DATE _____

668 Electronic Address: _____

669

670 **31. COUNTER; REJECTION.** This offer is Countered Rejected.

671 Initials only of party (Buyer or Seller) who countered or rejected offer _____

672

END OF CONTRACT TO BUY AND SELL REAL ESTATE

673

674 **32. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.**

675 (To be completed by Broker working with Buyer)

676

677
678 Broker Does Does Not acknowledge receipt of Earnest Money deposit specified in § 4.1 and, while not a party to the Contract,
679 agrees to cooperate upon request with any mediation concluded under § 23. Broker agrees that if Brokerage Firm is the Earnest Money
680 Holder and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate
681 or other written notice of termination, Earnest Money Holder shall release the Earnest Money as directed by the written mutual
682 instructions. Such release of Earnest Money shall be made within five days of Earnest Money Holder's receipt of the executed written
683 mutual instructions, provided the Earnest Money check has cleared. Broker agrees that if Earnest Money Holder is other than the
684 Brokerage Firm identified in § 32 or § 33, Closing Instructions signed by Buyer, Seller, and Earnest Money Holder must be obtained

685 on or before delivery of Earnest Money to Earnest Money Holder.

686

687 Broker is working with Buyer as a Buyer's Agent Seller's Agent Transaction-Broker in this transaction.

688 This is a **Change of Status**.

689

690 Brokerage Firm's compensation or commission is to be paid by Listing Brokerage Firm Buyer

691 Other _____

692 Brokerage Firm's Name:

The Group, Inc. Real Estate
375 East Horsetooth Road #1
Fort Collins, CO 80525
Phone: 970-223-0700, Fax: 970-223-2999

By: _____

Signature The Group, Inc. Real Estate Date

693 Electronic Address: _____

694

695 **33. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.**

696 (To be completed by Broker working with Seller)

697

698 Broker Does Does Not acknowledge receipt of Earnest Money deposit specified in § 4.1 and, while not a party to the Contract,
699 agrees to cooperate upon request with any mediation concluded under § 23. Broker agrees that if Brokerage Firm is the Earnest Money
700 Holder and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate
701 or other written notice of termination, Earnest Money Holder shall release the Earnest Money as directed by the written mutual
702 instructions. Such release of Earnest Money shall be made within five days of Earnest Money Holder's receipt of the executed written
703 mutual instructions, provided the Earnest Money check has cleared. Broker agrees that if Earnest Money Holder is other than the
704 Brokerage Firm identified in § 32 or § 33, Closing Instructions signed by Buyer, Seller, and Earnest Money Holder must be obtained
705 on or before delivery of Earnest Money to Earnest Money Holder.

706

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

709

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

711

712 Date:

713 Brokerage Firm's Name: THE GROUP, INC. REAL ESTATE ASSOCIATES

714 Broker's Name: _____

715

716 Broker's Signature _____ Date _____

717 Address: 375 E. HORSETOOTH ROAD

718 FORT COLLINS, CO 80525

719 Phone No.: 970-223-0700

720 Fax No.: 970-223-2999

721 Electronic Address: _____

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(CL8-8-10) (Mandatory 1-11)

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), and disburse all funds pursuant to the Contract that are necessary 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 \$ 200.00 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, 9 and 10.

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.

8. FAILURE OF CLOSING. If Closing or disbursement does not occur on or before Closing Date set forth in the Contract, Closing Company, except as provided herein, is authorized and agrees to return all documents, monies, and things of value to the depositing party, upon which Closing Company will be relieved from any further duty, responsibility or liability in connection with these Closing Instructions. In addition, any promissory note, deed of trust or other evidence of indebtedness signed by Buyer shall be voided by Closing Company, with the originals returned to Buyer and a copy to Buyer's lender.

9. RETURN OF EARNEST MONEY Except as otherwise provided in § 10, Earnest Money Dispute, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder shall release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money shall be

51 made within five days of Earnest Money Holder's receipt of the written mutual instructions signed by both Buyer and Seller,
52 provided the Earnest Money check has cleared.
53

54 **10. EARNEST MONEY DISPUTE.** In the event of any controversy regarding the Earnest Money (notwithstanding any
55 termination of the Contract), Earnest Money Holder shall not be required to take any action. Earnest Money Holder, at its option
56 and sole subjective discretion, may (1) await any proceeding, (2) interplead all parties and deposit Earnest Money into a court of
57 competent jurisdiction and shall recover court costs and reasonable attorney and legal fees, or (3) provide notice to Buyer and
58 Seller that unless Earnest Money Holder receives a copy of the Summons and Complaint or Claim (between Buyer and Seller)
59 containing the case number of the lawsuit (Lawsuit) within one hundred twenty days of Earnest Money Holder's notice to the
60 parties, Earnest Money Holder shall be authorized to return the Earnest Money to Buyer. In the event Earnest Money Holder does
61 receive a copy of the Lawsuit, and has not interpleaded the monies at the time of any Order, Earnest Money Holder shall disburse
62 the Earnest Money pursuant to the Order of the Court.
63

64 **11. SUBSEQUENT AMENDMENTS.** Any amendments to, or termination of, these Closing Instructions must be in writing
65 and signed by Buyer, Seller and Closing Company.

66 **12. CHANGE IN OWNERSHIP OF WATER WELL.** Within sixty days after Closing, Closing Company shall submit any
67 required Change in Ownership form or registration of existing well form to the Division of Water Resources in the Department
68 of Natural Resources (Division), with as much information as is available, and the Division shall be responsible for obtaining the
69 necessary well registration information directly from Buyer. Closing Company shall not be liable for delaying Closing to ensure
70 Buyer completes any required form.
71

72 **13. WITHHOLDING.** The Internal Revenue Service and the Colorado Department of Revenue may require Closing
73 Company to withhold a substantial portion of the proceeds of this sale when Seller either (a) is a foreign person or (b) will not
74 be a Colorado resident after Closing. Seller should inquire of Seller's tax advisor to determine if withholding applies or if an
75 exemption exists.
76

77 **14. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate
78 Commission.)
79 Seller(s) and Buyer(s) instruct the listing company, lender, and designated closing agent to make
all closing disbursements in excess of \$2,000.00, except the brokerage fees, using only wired funds
on the day of closing.

80
81 **15. COUNTERPARTS.** This document may be executed by each party, separately, and when each party has executed a copy,
82 such copies taken together shall be deemed to be a full and complete contract between the parties.
83

84 **16. BROKER'S COPIES.** Closing Company shall provide, to each broker in this transaction, copies of all signed documents
85 that such brokers are required to maintain pursuant to the rules of the Colorado Real Estate Commission.
86

87 **17. NOTICE, DELIVERY AND CHOICE OF LAW.**

88 **17.1 Physical Delivery.** Except as provided in § 17.2 below, all notices must be in writing. Any notice or document to
89 Buyer shall be effective when physically received by Buyer, any individual buyer, any representative of Buyer, or Brokerage
90 Firm of Broker working with Buyer. Any notice or document to Seller shall be effective when physically received by Seller,
91 any individual seller, any representative of Seller, or Brokerage Firm of Broker working with Seller. Any notice or document
92 to Closing Company shall be effective when physically received by Closing Company, any individual of Closing Company,
93 or any representative of Closing Company.

94 **17.2 Electronic Delivery.** As an alternative to physical delivery, any signed documents and written notice may be
95 delivered in electronic form by the following indicated methods only: Facsimile E-mail Internet No Electronic
96 **Delivery.** Documents with original signatures shall be provided upon request of any party.

97 **17.3 Choice of Law.** This contract and all disputes arising hereunder shall be governed by and construed in accordance
98 with the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in this state for
99 property located in Colorado.
100

SELLER'S SIGNATURE _____ DATE _____

SELLER'S SIGNATURE _____ DATE _____

Electronic Address: _____

BUYER'S SIGNATURE _____ DATE _____

BUYER'S SIGNATURE _____ DATE _____

Electronic Address: _____

101 Date: _____

102 Closing Company Name: _____

103 _____

104 Address: Authorized Signature Title

105 _____

106 _____

107 Phone No.: _____

108 Fax No.: _____

109 Electronic Address: _____

110 _____

(TO BE COMPLETED ONLY BY BROKER AND CLOSING COMPANY)

111 _____ (Broker) Working with Seller Working with Buyer engages

112 Closing Company as Broker's scrivener to complete, for a fee not to exceed \$ _____ at the sole expense of Broker,

113 the following legal documents:

114 Deed Bill of Sale Colorado Real Estate Commission approved Promissory Note Colorado Real Estate

115 Commission approved Deed of Trust. Closing Company agrees to prepare, on behalf of Broker, the indicated legal documents

116 pursuant to the terms and conditions of the Contract.

117 The documents stated above shall be subject to Broker's review and approval and Broker acknowledges that Broker is

118 responsible for the accuracy of the above documents.

119 Brokerage Firm's Name: _____

120 Broker's Name: _____

121 _____

122 Broker's Signature Date

123 Closing Company Name: _____

124 _____

125 Authorized Signature Title Date

126 _____

127 _____

128 _____

129 _____



375 E. Horsetooth Road
Ft. Collins, Co. 80525
Phone: 970-223-0700
Fax: 970-223-2999



The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (NTC 43-8-10) (Mandatory 1-11)

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

INSPECTION NOTICE

Date: _____

This document affects the Contract dated _____ between

, (Seller), and

(Buyer) relating to the sale and purchase of the Property known as:

Terms used herein shall have the same meaning as in the Contract.

1. BUYER'S NOTIFICATION OF UNSATISFACTORY PHYSICAL CONDITION.

(Buyer to check only one box)

[] 1.1 Notice to Terminate. Pursuant to § 10.2.1 of the Contract, Buyer notifies Seller that the Contract is terminated because the physical condition of the Property or Inclusions is unsatisfactory to Buyer.

[] 1.2. Notice to Correct. Pursuant to § 10.2.2 of the Contract, Buyer notifies Seller that Buyer requires Seller, on or before _____, to correct or resolve the following unsatisfactory physical conditions of the Property or Inclusions:

If more space is required, attached are _____ additional pages.

A copy of the inspection report [] Is [] Is Not provided in conjunction with this Notice.

Pursuant to § 10.3 of the Contract, if Buyer and Seller have not agreed in writing to a settlement of the above matters on or before the Inspection Resolution Deadline, the Contract will terminate unless Seller receives written notice from Buyer withdrawing this Notice to Correct no later than before expiration of the Inspection Resolution Deadline.

BUYER _____ DATE _____

BUYER _____ DATE _____

33 Seller Agrees Counters Rejects to correct all items in § 1.2.

SELLER _____ DATE _____

SELLER _____ DATE _____

34
35 **2. SELLER'S ALTERNATIVE RESOLUTION:**

36

SELLER _____ DATE _____

SELLER _____ DATE _____

37 Buyer Agrees Counters Rejects the proposed Alternative Resolution in Part 2 of this Notice.

BUYER _____ DATE _____

BUYER _____ DATE _____

38
39 **3. SURVIVAL** If any agreed upon correction requires action after Closing, the obligations agreed upon shall survive Closing.

40
41 **4. BUYER'S WITHDRAWAL OF NOTICE TO CORRECT.**

42
43 Buyer withdraws the Notice to Correct and elects to proceed with the contract.

BUYER _____ DATE _____

BUYER _____ DATE _____

Source of Business

	Buyer	Seller
Business Contact		
Call on My Ad		
Call on My Sign		
Civic Organizations or Community Involvement		
Company Referral (Manager/Staff)		
Farm Work/Cold Canvassing		
For Sale by Owner		
"Insider" Newsletter		
Internet		
Misc Walk-In or Floor Call		
New Home Project Builder Account		
OB Salesperson Referral (Out of City/State)		
Open House		
Past Client – Back Again		
Referral from Past or Existing Clients: Neighbors, Spouse, etc.		
Relocation Service		
Social		
Tenant to Buyer		
TGI Partner's Purchase/Sale		
TGI "Real Estate Source"		
TGI Salesperson Referral		
The Group, Inc. Name Recognition		
The Group, Inc. My Name Recognition		
Website		

Realtor _____

Seller/Buyer _____

Buyer New in Town? _____

Yes No

Seller Moving Out of Town? _____

Yes No

Address of Property _____

Any Referrals? _____



HOUSE BILL

1270

Withholding on Real Estate
Transactions Involving Non-
Colorado Residents

TAXATION

HOUSE BILL 92-1270.

BY REPRESENTATIVES Anderson, Foster, and Neale;
also SENATORS Rizzuto, McCormick, Powers, and Trujillo.

AN ACT

CONCERNING THE WITHHOLDING OF STATE INCOME TAX ON PROCEEDS FROM
TRANSFERS BY NONRESIDENTS OF REAL PROPERTY LOCATED IN COLORADO.

Be it enacted by the General Assembly of the State of Colorado:

Section 1. Part 6 of article 22 of title 39, Colorado Revised Statutes, 1982 Repl. Vol., as amended, is amended BY THE ADDITION OF A NEW SECTION to read:

39-22-604.5. Withholding tax - transfers of Colorado real property - non-resident transferors. (1) EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION, IN THE CASE OF ANY CONVEYANCE OF A COLORADO REAL PROPERTY INTEREST, THE TITLE INSURANCE COMPANY OR ITS AUTHORIZED AGENT OR ANY ATTORNEY, BANK, SAVINGS AND LOAN ASSOCIATION, SAVINGS BANK, CORPORATION, PARTNERSHIP, ASSOCIATION, JOINT STOCK COMPANY, TRUST, UNINCORPORATED ORGANIZATION OR ANY COMBINATION THEREOF ACTING SEPARATELY OR IN CONCERT, THAT PROVIDES CLOSING AND SETTLEMENT SERVICES AS DEFINED HEREIN SHALL BE REQUIRED TO WITHHOLD AN AMOUNT EQUAL TO TWO PERCENT OF THE SALES PRICE OF THE COLORADO REAL PROPERTY INTEREST CONVEYED OR THE NET PROCEEDS RESULTING FROM SUCH CONVEYANCE, WHICHEVER IS LESS, WHEN:

(a) THE TRANSFEROR IS A PERSON AND EITHER THE RETURN REQUIRED TO BE FILED WITH THE SECRETARY OF THE TREASURY PURSUANT TO SECTION 6045 (e) OF THE INTERNAL REVENUE CODE INDICATES OR THE AUTHORIZATION FOR THE DISBURSEMENT OF THE FUNDS RESULTING FROM SUCH TRANSACTION INSTRUCTS THAT SUCH FUNDS BE DISBURSED TO A TRANSFEROR WITH A LAST-KNOWN STREET ADDRESS OUTSIDE

Capital letters indicate new material added to existing statutes; dashes through words indicate deletions from existing statutes and such material not part of act.

THE BOUNDARIES OF THIS STATE AT THE TIME OF THE TRANSFER OF THE TITLE TO SUCH COLORADO REAL PROPERTY INTEREST OR TO THE ESCROW AGENT OF SUCH TRANSFEROR; OR

(b) (I) THE TRANSFEROR IS A CORPORATION WHICH IMMEDIATELY AFTER THE TRANSFER OF THE TITLE TO THE COLORADO REAL ESTATE INTEREST HAS NO PERMANENT PLACE OF BUSINESS IN COLORADO.

(II) FOR PURPOSES OF THIS SECTION, A CORPORATION HAS NO PERMANENT PLACE OF BUSINESS IN COLORADO IF ALL OF THE FOLLOWING APPLY:

(A) SUCH CORPORATION IS A FOREIGN CORPORATION;

(B) SUCH CORPORATION DOES NOT QUALIFY PURSUANT TO LAW TO TRANSACT BUSINESS IN COLORADO; AND

(C) SUCH CORPORATION DOES NOT MAINTAIN AND STAFF A PERMANENT OFFICE IN COLORADO.

(2) NO TITLE INSURANCE COMPANY OR ITS AUTHORIZED AGENT OR ANY ATTORNEY, BANK, SAVINGS AND LOAN ASSOCIATION, SAVINGS BANK, CORPORATION, PARTNERSHIP, ASSOCIATION, JOINT STOCK COMPANY, TRUST, UNINCORPORATED ORGANIZATION OR ANY COMBINATION THEREOF ACTING SEPARATELY OR IN CONCERT, THAT PROVIDES CLOSING AND SETTLEMENT SERVICES AS DEFINED HEREIN SHALL BE REQUIRED TO WITHHOLD ANY AMOUNT PURSUANT TO THIS SECTION:

(a) IF THE SALES PRICE OF THE COLORADO REAL PROPERTY CONVEYED DOES NOT EXCEED ONE HUNDRED THOUSAND DOLLARS;

(b) WHEN THE TRANSFEREE IS A BANK OR CORPORATE BENEFICIARY UNDER A MORTGAGE OR BENEFICIARY UNDER A DEED OF TRUST AND THE COLORADO REAL PROPERTY INTEREST IS ACQUIRED IN JUDICIAL OR NONJUDICIAL FORECLOSURE OR BY DEED IN LIEU OF FORECLOSURE;

(c) IF THE TITLE INSURANCE COMPANY OR ITS AUTHORIZED AGENT, OR ANY ATTORNEY, BANK, SAVINGS AND LOAN ASSOCIATION, SAVINGS BANK, CORPORATION, PARTNERSHIP, ASSOCIATION, JOINT STOCK COMPANY, TRUST, UNINCORPORATED ORGANIZATION OR ANY COMBINATION THEREOF ACTING SEPARATELY OR IN CONCERT, THAT PROVIDES CLOSING AND SETTLEMENT SERVICES AS DEFINED HEREIN IN GOOD FAITH, RELIES UPON A WRITTEN AFFIRMATION EXECUTED BY THE TRANSFEROR, CERTIFYING UNDER PENALTY OF PERJURY ONE OF THE FOLLOWING:

(I) THAT THE TRANSFEROR, IF A PERSON, IS A RESIDENT OF COLORADO;

(II) THAT THE TRANSFEROR, IF A CORPORATION, HAS A PERMANENT PLACE OF BUSINESS IN COLORADO;

(III) THAT THE COLORADO REAL PROPERTY BEING CONVEYED IS THE PRINCIPAL RESIDENCE OF THE TRANSFEROR WITHIN THE MEANING OF SECTION 1034 OF THE INTERNAL REVENUE CODE; OR

(IV) THAT THE TRANSFEROR WILL NOT OWE TAX REASONABLY ESTIMATED TO BE DUE PURSUANT TO THIS ARTICLE FROM THE INCLUSION OF THE ACTUAL GAIN REQUIRED TO BE RECOGNIZED ON THE TRANSACTION IN THE GROSS INCOME OF THE TRANSFEROR.

(3) ANY TITLE INSURANCE COMPANY OR ITS AUTHORIZED AGENT WHICH IS REQUIRED TO WITHHOLD ANY AMOUNT PURSUANT TO THIS SECTION AND FAILS TO DO SO SHALL BE LIABLE FOR THE GREATER OF THE FOLLOWING AMOUNTS FOR SUCH FAILURE TO WITHHOLD:

(a) FIVE HUNDRED DOLLARS;

(b) TEN PERCENT OF THE AMOUNT REQUIRED TO BE WITHHELD PURSUANT TO THIS SECTION, NOT TO EXCEED TWO THOUSAND FIVE HUNDRED DOLLARS.

(4) (a) AMOUNTS WITHHELD AND PAYMENTS MADE IN ACCORDANCE WITH THIS SECTION SHALL BE REPORTED AND REMITTED TO THE DEPARTMENT OF REVENUE IN SUCH FORM AND AT SUCH TIME AS SPECIFIED BY RULE AND REGULATION OF THE EXECUTIVE DIRECTOR. WRITTEN AFFIRMATIONS EXECUTED PURSUANT TO PARAGRAPH (c) OF SUBSECTION (2) OF THIS SECTION SHALL BE SUBMITTED TO THE DEPARTMENT OF REVENUE PURSUANT TO PROCEDURES SPECIFIED BY RULE AND REGULATION OF THE EXECUTIVE DIRECTOR.

(b) ALL OF THE OTHER PROVISIONS OF THIS ARTICLE SHALL APPLY TO AND BE EFFECTIVE AS TO THE PROVISIONS OF THIS SECTION TO THE EXTENT TO WHICH THEY ARE NOT INCONSISTENT WITH THIS SECTION, AND ALL OF THE REMEDIES AVAILABLE TO THE DEPARTMENT OF REVENUE FOR THE ADMINISTRATION, ASSESSMENT, ENFORCEMENT, AND COLLECTION OF TAX UNDER OTHER SECTIONS OF THIS ARTICLE AND ARTICLE 21 OF THIS TITLE SHALL BE AVAILABLE TO THE DEPARTMENT OF REVENUE AND SHALL APPLY TO THE AMOUNTS REQUIRED TO BE DEDUCTED AND WITHHELD PURSUANT TO THE PROVISIONS OF THIS SECTION, AND ALL OF THE PENALTIES, BOTH CIVIL AND CRIMINAL, SHALL APPLY TO THIS SECTION.

(5) WHENEVER A TITLE INSURANCE COMPANY OR ITS AUTHORIZED AGENT PROVIDES ESCROW SERVICES AS DIRECTED BY THE PARTIES IN COMPLIANCE WITH THE WITHHOLDING REQUIREMENTS OF THIS SECTION, SUCH TITLE INSURANCE COMPANY OR ITS AUTHORIZED AGENT SHALL CHARGE THE PARTIES PURSUANT TO THE RATES IN EFFECT AT THE TIME AND FILED WITH THE DIVISION OF INSURANCE OF THE DEPARTMENT OF REGULATORY AGENCIES AS REQUIRED BY LAW.

(6) FOR PURPOSES OF THIS SECTION, UNLESS THE CONTEXT OTHERWISE REQUIRES:

(a) "AUTHORIZED AGENT" MEANS A TITLE INSURANCE AGENT, AS DEFINED IN SECTION 10-11-102 (9), C.R.S., WHO IS RESPONSIBLE FOR CLOSING AND SETTLEMENT SERVICES IN THE TRANSACTION.

(b) "CLOSING AND SETTLEMENT SERVICES" MEANS CLOSING AND SETTLEMENT SERVICES AS DEFINED IN SECTION 10-11-102 (3.5), C.R.S., AND SECTION 38-35-125, C.R.S.

(c) "COLORADO REAL PROPERTY INTEREST" MEANS AN INTEREST IN REAL PROPERTY LOCATED IN COLORADO AND DEFINED IN SECTION 897 (c) (1) (A) (i) OF THE INTERNAL REVENUE CODE.

(d) "ESCROW AGENT" MEANS AN AGENT FOR THE PURPOSE OF RECEIVING AND TRANSFERRING FUNDS TO A PRINCIPAL.

(e) "PERSON" MEANS ANY INDIVIDUAL, ESTATE, TRUST, OR PARTNER WHO MAY BE SUBJECT TO TAXATION PURSUANT TO PART 1 OF THIS ARTICLE.

(f) "SALES PRICE" MEANS THE SUM OF ALL OF THE FOLLOWING:

(I) THE CASH PAID OR TO BE PAID, BUT SHALL NOT INCLUDE STATED OR UNSTATED INTEREST OR ORIGINAL ISSUE DISCOUNT AS DETERMINED PURSUANT TO SECTIONS 1271 TO 1275 OF THE INTERNAL REVENUE CODE;

(II) THE FAIR MARKET VALUE OF OTHER PROPERTY TRANSFERRED OR TO BE TRANSFERRED;

(III) THE OUTSTANDING AMOUNT OF ANY LIABILITY ASSUMED BY THE TRANSFEREE TO WHICH THE COLORADO REAL PROPERTY INTEREST IS SUBJECT IMMEDIATELY BEFORE AND AFTER THE TRANSFER.

(g) "TITLE INSURANCE COMPANY" MEANS THE TITLE INSURANCE COMPANY, AS DEFINED IN SECTION 10-11-102 (10), C.R.S., RESPONSIBLE FOR CLOSING AND SETTLEMENT SERVICES IN THE TRANSACTION.

Section 2. **No appropriation.** The general assembly has determined that this act can be implemented within existing appropriations, and therefore no separate appropriation of state moneys is necessary to carry out the purposes of this act.

Section 3. **Effective date - applicability.** This act shall take effect July 1, 1992, and shall apply to real estate transfers occurring on and after January 1, 1993.

Section 4. **Safety clause.** The general assembly hereby finds, determines, and declares that this act is necessary for the immediate preservation of the public peace, health, and safety.

Approved: June 3, 1992

INSTRUCTIONS FOR FORM DR 1083

In general. With certain exceptions, all sales of Colorado real property in excess of \$100,000 made by nonresidents of Colorado on or after January 1, 1993, will be subject to withholding tax in anticipation of the Colorado income tax that will be due on the gain from the sale.

A transferor who is an individual, estate, or trust will be subject to the withholding tax if either the federal Form 1099-S is to be filed with the Internal Revenue Service to report the transaction or the authorization for the disbursements of the funds resulting from the transaction shows a non-Colorado address for the transferor.

A corporate transferor will be subject to the withholding tax if immediately after the transfer of the title to the Colorado real property interest, it has no permanent place of business in Colorado. A corporation will be deemed to have a permanent place of business in Colorado if it is a Colorado domestic corporation, if it is qualified by law to transact business in Colorado, or if it maintains and staffs a permanent office in Colorado.

Amount of withholding. The withholding shall be made by the title insurance company or its authorized agent or any attorney, bank, savings and loan association, savings bank, corporation, partnership, association, joint stock company, trust, unincorporated organization or any combination thereof acting separately or in concert that provides closing and settlement services. The amount to be withheld shall be the lesser of two percent of the selling price of the property interest or the net proceeds that would otherwise be due to the transferor as shown on the settlement statement.

"Closing and settlement services" are services for the benefit of all necessary parties in connection with the sale, leasing, encumbering, mortgaging, creating a secured interest in and to the real property, and the receipt and disbursement of money in connection with any sale, lease, encumbrance, mortgage, or deed of trust. [10-11-102(3.5), CRS.]

Exceptions to Withholding. Withholding shall not be made when:

1. the selling price of the property is not more than \$100,000;
2. the transferor is an individual, estate, or trust and both the Form 1099-S and the authorization for disbursement of funds show a Colorado address for the transferor;
3. the transferee is a bank or corporate beneficiary under a mortgage or beneficiary under deed of trust and the Colorado real property is acquired in judicial or nonjudicial foreclosure or by deed in lieu of foreclosure; or
4. the transferor is a corporation incorporated under Colorado law or currently registered with the Secretary of State's Office as authorized to transact business in Colorado;
5. the transferor is a partnership as defined in section 761(a) of the Internal Revenue Code required to file an annual federal return of income under section 6031(a) of the Internal Revenue Code; or
6. the title insurance company or the person providing the closing and settlement services, in good faith, relies upon a written affirmation executed by the transferor, certifying under the penalty of perjury one of the following:
 - (a) that the transferor, in an individual, estate, or trust is a resident of Colorado;
 - (b) that the transferor, if a corporation, has a permanent place of business in Colorado;
 - (c) that the Colorado real property being conveyed is the principal residence of the transferor which could qualify for the rollover of gain provisions of section 1034 of the internal revenue code; or
 - (d) that the transferor will not owe Colorado income tax reasonably estimated to be due from the inclusion of the actual gain required to be recognized on the transaction in the gross income of the transferor.

Normally Colorado tax will be due on any transaction upon which gain will be recognized for federal income tax purposes. Gain will normally be recognized for federal income tax purposes any time the selling price of the property exceeds the total of the taxpayer's adjusted basis in the property plus the expenses incurred in the sale of the property. The taxpayer's adjusted basis of the property will normally be the taxpayer's total investment in the property minus any depreciation thereon he has previously claimed for federal income tax purposes.

Partnership as Transferor. Effective for tax years beginning on or after January 1, 1996, sales of real property interests by organizations recognized as partnership for federal income tax purposes and

required to file annual federal partnership returns of income will not be subject to the Colorado withholding tax. This exception will not apply to joint ownerships of property which are not recognized as partnerships for federal income tax purposes. The sale of property jointly owned by a husband and wife, for example, is a sale by two individuals, not a sale by a partnership, and not exempt from withholding tax.

Completion of Form DR 1083. Form DR 1083 must be completed and submitted to the Department of Revenue with respect to sales of Colorado real property occurring on or after January 1, 1993, if Colorado tax was withheld from the net proceeds from the sale, or if Colorado tax would have been withheld but for the signing of an affirmation by the transferor.

Line 1. Enter on line 1 of Form DR 1083 the name and address of the transferor. In the case of multiple transferors of the same real property, a separate Form DR 1083 must be filed for each transferor except that if the transferors are husband and wife at the time of closing who held the property as joint tenants, tenants by the entirety, tenants in common, or as community property, and they are both subject to withholding or both exempt from withholding, treat them as a single transferor and list both of their names on line 1. Do not list husband and wife as one transferor if they do not choose to be listed as one transferor. Use the same address as is used on the Form 1099-S if one is required to be filed. Otherwise, use the most current address available.

Line 3. If both husband and wife are listed on line 1, show both Social Security Numbers on line 3.

Line 5. Type of property sold would be residential, rental, commercial, unimproved land, farm, etc.

Line 6. Address or legal description would be the same as shown on Form 1099-S.

Line 7. Date of closing would be the same as shown on Form 1099-S.

Line 8. Selling price of the property is the contract sales price. Selling price means the sum of:

- (a) the cash paid or to be paid but not including interest;
- (b) the fair market value of other property transferred or to be transferred; and
- (c) the outstanding amount of any liability assumed by the transferee to which the Colorado real property interest is subject immediately before and after the transfer.

Line 9. Selling price of the transferor's interest is that part of the selling price entered on line 8 apportioned to the ownership interest of the transferor for whom the Form DR 1083 is being prepared. For example, if the property was owned 60% by Smith and 40% by Jones and the property was sold for \$150,000, the Form DR 1083 being prepared for Jones would show \$150,000 on line 8 and \$60,000 on line 9. Note that it is the amount on line 8 that determines whether or not the \$100,000 withholding tax threshold is met, not the amount entered on line 9, but the withholding is to be computed on the amount on line 9 if it is smaller than the amount on line 8.

Lines 10 and 11. If Colorado tax is withheld on the transaction, check the box on line 10 and show the amount withheld on line of 11.

If Colorado tax is being withheld on the transfer, the title insurance company or the person providing the closing and settlement services must complete Form DR 1079 which is the form used to transmit the tax withheld to the Colorado Department of Revenue.

Line 12. If Colorado tax is not withheld on the transaction, check appropriate box in line 12.

Due date and penalty. The title insurance company or other person providing the closing and settlement services must file Form DR 1083, together with Form DR 1079 if Colorado tax was withheld on the transfer, with the Colorado Department of Revenue within 30 days of the closing date of the transaction.

Any title insurance company or its authorized agent which is required to withhold any amount pursuant to section 39-22-604.5, C.R.S. (relating to withholding on transfers of Colorado real property interests) and fails to do so shall be liable for the greater of five hundred dollars or ten percent of the amount required to be withheld, not to exceed twenty five hundred dollars.

INFORMATION WITH RESPECT TO A CONVEYANCE OF A COLORADO REAL PROPERTY INTEREST

1. Name(s) and address of transferor(s): _____

2. Transfer is (check one): individual estate _____
 corporation trust other (specify)
3. Social Security Number(s) or Colorado account number of transferor: _____
4. Federal employer identification number of transferor: _____
5. Type of property sold: _____
6. Address or legal description of property sold: _____

7. Date of closing: _____
8. Selling price of the property.....\$
9. Selling price of this transferor's interest.....\$
10. If Colorado tax was withheld, check this box.....
11. Amount of Tax Withheld.....\$
12. If withholding is not made, give reason (check one):
 - a. Affirmation of Colorado residency signed _____
 - b. Affirmation of permanent place of business signed _____
 - c. Affirmation of principal residence signed _____
 - d. Affirmation of partnership signed _____
 - e. Affirmation of no tax reasonably estimated to be due or no gain on sale signed _____
 - f. No net proceeds.....
13. Name, address, and telephone number of the title insurance company or other person providing closing and settlement services with respect to this transfer: _____

**File this form together with form 1079, if applicable, within 30 days of the closing date with the
COLORADO DEPARTMENT OF REVENUE
1375 Sherman Street
Denver, CO 80261**

AFFIRMATION OF COLORADO RESIDENCY

I (we) hereby affirm that I am (we are) the transferor(s) or the fiduciary of the transferor of the property described on this Form 1083 and that as of the date of closing I am (we are) or the estate or the trust is a resident of the State of Colorado.

Signed under the penalty of perjury:

Signature of transferor or fiduciary

Date

Spouse's signature if applicable

Date

AFFIRMATION OF PERMANENT PLACE OF BUSINESS

I hereby affirm that the transferor of the property described on this Form 1083 is a corporation which maintains a permanent place of business in Colorado.

Signed under the penalty of perjury:

Signature of corporate officer

Date

AFFIRMATION OF SALE BY PARTNERSHIP

I hereby affirm that the transfer of property described on this Form 1083 was sold by an organization defined as a partnership under section 761(a) of the Internal Revenue Code and required to file an annual federal partnership return of income under section 6031(a) of the Internal Revenue Code.

Signed under the penalty of perjury:

Signature of general partner

Date

AFFIRMATION OF PRINCIPAL RESIDENCE

I (we) hereby affirm that I am (we are) the transferor(s) of the property described on this Form 1083 and immediately prior to the transfer it was my (our) principal residence which could qualify for the roll over of gain provision of section 1034 of the internal revenue code.

Signed under penalty of perjury:

Signature of transferor

Date

Spouse's signature if applicable

Date

AFFIRMATION OF NO REASONABLY ESTIMATED TAX TO BE DUE

I (We) hereby affirm that I am (we are) the transferor(s) or an officer of the corporate-transferor or a fiduciary of the estate or trust-transferor of the property described on the front side of this form, and I (we) further affirm that there will be no Colorado income tax reasonably estimated to be due on the part of the transferor(s) as the result of any gain realized on the transfer.

Please understand before you sign this affirmation that nonresidents of Colorado are subject to Colorado tax on gains from the sale of Colorado real estate to the extent such gains are included in federal taxable income.

Signed under penalty of perjury:

Signature of transferor, officer, or fiduciary

Date

Spouse's signature if applicable

Date



INFORMATION AND REAL ESTATE SERVICES, LLC

RESIDENTIAL-DETACHED INPUT FORM FOR IRESis.com (Single Family Detached Dwelling) (Page 1 of 4, Rev. 08/17/2010)

*Required Field **MLS #:** _____

*Listing Office: _____ *Listing Agent: _____

*Co-Listed?: Y / N (If yes, the following fields are required): Co-Listing Office: _____ Co-Listing Agent: _____

*Property Type: **RESIDENTIAL-DETACHED** Secondary Property Type: _____ *Listing Status _____

*List Price: _____ *List Date ____ / ____ / ____ *Expire Date: ____ / ____ / ____

LOCATION

*Street #: _____ *Street Name _____ St Post Dir _____ St Type _____ Unit #: _____
(N,S,E,W) (e.g. AV, DR, ST)

*County: _____ *Area (IRES): _____ *Sub Area (IRES): _____ *Locale: _____

*Legal: _____ *Subdivision: _____

*Mail City: _____ *Zip Code: _____ *Zoning: _____

*Parcel/Account Number: _____ *Realist Tax ID: _____ *Map Book: _____ *Page: _____ *Section _____
(Refers to Mapsco. Make note of region/edition. Use X, O, X if unknown)

Driving Directions _____

Listing web site: http:// _____

TAXES *Taxes: \$ _____ *Tax Year: _____ **LOT SIZE** Approx. Acres: _____ Lot Size (sq. ft.): _____

SCHOOLS *School District: _____ *High School: _____

*Middle: _____ *Elem: _____ Elem 2: _____

UTILITIES

*Water Supplier: _____ Elec Supplier: _____ Gas Supplier: _____

CONTRACT & COMPENSATION

*Listing Contract: (Check one)

- Exclusive Right to Sell, Transaction Broker
- Exclusive Right to Sell, Agency
- Exclusive Agency/Brokerage
- Exclusive Rt to Sell, Trans Broker, with Variable Rate Commission
- Exclusive Rt to Sell, Agency, with Variable Rate Commission
- Exclusive Agency with Variable Rate Commission

*Buyer Agency: _____

*Transaction Broker: _____
(Enter % or \$ amount above)

*Buyer Exclusion: Yes / No

Min. Earnest Money: \$ _____

Earnest Money Recipient _____

*Limited Service?: Y/N *Short Pay?: Y/N Appointments?: Y/N Offers to Seller?: Y/N Merits of Offer?: Y/N Counter-offers?: Y/N Negotiations?: Y/N

For Showings, contact: None / Listing Office / Listing Agent / Other: _____

MISC. *Year Built _____ *New Construction: Y / N If yes, Est. Completion Date _____

New Construction Notes (limited to 250 characters)

Model Name _____ Builder _____ *Water Meter Installed? Y/N

ENERGY/GREEN FIELDS –Note: If “Yes, Year Certified/Installed and Score are required. Documents verifying certification are also required and should be uploaded with this listing.

Certifications: HERS Rating: _____ Y / N *Year Certified: _____ *Score: _____ (0-240)

ENERGY STAR® Qualified New Home : _____ Y / N *Year Certified: _____

LEED for Homes: _____ Y / N *Year Certified: _____

NAHB/NGBS-ICC 700: _____ Y / N *Year Certified: _____

Solar: Solar PV: _____ Y / N *Year Installed: _____ * Kilowatts _____

Solar Thermal: _____ Y / N *Year Installed: _____ * Type _____ (e.g. "Water")

"Green Features Addendum" uploaded? _____ Y / N

RESIDENTIAL-DETACHED INPUT FORM (Page 2 of 4) (Rev.08/17/2010)

***Water Rights?** Y / N Well Permit # _____ Waterfront? Y / N

***Has an HOA?** Y/N If Yes, HOA Name: _____ HOA Phone: _____ Has Covenants? Y/N

***Has Assn Fee?** Y / N If Yes, ***Assn.Fee** = \$ _____ per _____ ***Assn.Transfer Fee?** Y / N ***Assn. Reserve?** Y / N

GARAGE ***No.of Garage Spaces** _____ ***Garage Type:** Attached / Carport / Detached / Off Street / Underground / Reserved/ None

Garage SqFt _____

SQFT ***Main Level SqFt** _____ ***Finished SqFt (exclude Basement)** _____

Lower Level SqFt _____ ***Finished SqFt (including Bsmt)** _____

Basement SqFt _____ ***Total SqFt (fin+unfin) inc. Bsmt** _____

Upper Level SqFt _____
 Addl Upper SqFt _____
 SqFt Source: Licensee / Prior Appraisal / Building Plans / Assessor / Other
 (circle one)

ROOMS	Dimensions (L x W)	Level	Floor Covering
Living Room	_____ X _____	_____	_____
Dining Room	_____ X _____	_____	_____
*Kitchen	_____ X _____	_____	_____
Great Room	_____ X _____	_____	_____
Family Room	_____ X _____	_____	_____
Rec Room	_____ X _____	_____	_____
Laundry Room	_____ X _____	_____	_____
*Master Bdrm	_____ X _____	_____	_____
Bedroom 2	_____ X _____	_____	_____
Bedroom 3	_____ X _____	_____	_____
Bedroom 4	_____ X _____	_____	_____
Bedroom 5	_____ X _____	_____	_____
Study/Office	_____ X _____	_____	_____

Level: Main, Upper
 Lower, Basement,
 Addl.Upper
Floor Covering:
 Brick, Carpet, Laminate, Other, Tile, Vinyl, Wood

***Total # Bdrms?** _____
***All Bdrms Conform?** Y / N

BATHS	Bsmt	Lower	Main	Upper	Addl
Full Baths	_____	_____	_____	_____	_____
¾ Baths	_____	_____	_____	_____	_____
½ Baths	_____	_____	_____	_____	_____

***Total # Bathrooms:** _____
 # Rough-in baths: _____

REMARKS
 MLS Comments (For use within IRESis, limited to 500 characters)

Public Comments Same as above? Y / N

***Display listing on Internet? (ColoProperty.com & Realtor.com*)** Y / N **REALTORS@** only on Realtor.com

RESIDENTIAL-DETACHED FEATURES: *=Required Feature. Circle or write feature number on each line provided.

EXTERIOR FEATURES:

- *Land Size** _____
 1. <.25 Acre
 2. .25-.5 Acre
 3. .5-1 Acre
 4. 1-5 Acres
 5. 5-10 Acres
 6. 10-20 Acres
 7. 20-35 Acres
 8. 35+ Acres
 11. Mining Claim
 12. Land Lease
- *Style** _____
 1. 1 Story/Ranch
 2. Bi-Level
 3. Tri-Level
 4. Four-Level
 5. Five+ Levels
 6. 2 Story
 7. 3 Story
 10. 1 ½ Story
 11. Raised Ranch
 12. Tri Front/Back
 13. 4 L Front/Back

- *Construction** _____
 1. Wood/Frame
 2. Brick/Brick Veneer
 3. Block
 4. Stone
 5. Log
 6. Metal Siding
 7. Vinyl Siding
 8. Composition Siding
 9. Stucco
 10. Wood Siding
 11. Wood Shingle
 12. Cedar/Redwood
 13. Painted/Stained
 14. Rolling Shutters
 15. Other Construction
41. Adobe
 42. Concrete
 43. Moss Rock
- *Roof** _____
 1. Composition Roof
 2. Wood Shake/Shingle
 3. Tar & Gravel
 4. Tile Roof
 5. Metal Roof
 6. Slate Roof

7. Rubber/Membrane
 8. Foam Roof
 9. Fiberglass Shingles
 10. Other Roof
 11. Flat Roof
 17. Cement Shake
 18. Concrete Tile
 19. Simulated Shake
- Common Amenities** _____
 1. Clubhouse
 2. Tennis
 3. Hot Tub
 4. Indoor Pool
 5. Pool
 6. Sauna
 7. Play Area
 8. Exercise Room
 9. Common Rec/Park Area
- Association Fee Includes** _____
 1. Common Amenities
 2. Trash
 3. Snow Removal
 4. Lawn Care
 5. Security
 6. Management
 7. Common Utilities

8. Exterior Maintenance
Type _____
 2. Zero Lot Line
 3. Patio Home
 5. Cottage/Bung
 6. Colonial
 7. Victorian
 8. Tudor
 9. Spanish
 10. Cape Cod
 11. Farm House
 12. Earth Berm
 13. Cabin
 14. A-Frame
 15. Fixer-Upper
 16. In-Law Area
 17. Includes Rental Unit
 18. Legal, Conforming
 19. Legal, Non-conforming
 20. Mobile Home
 21. Modular Home
 23. Manufactured Home
 24. Condo (Detached Only)

- 25. Foursquare/Denver Square
- 26. Chalet
- 27. Contemporary/Modern

Outdoor Features

- 1. Lawn Sprinkler System
- 2. Storage Buildings
- 3. Balcony
- 4. Patio
- 5. Deck
- 6. Enclosed Porch
- 7. Hot Tub Included
- 8. Rec. Assoc. Required
- 9. Private Pool
- 10. Tennis Court
- 11. RV/Boat Parking
- 12. >8' Garage Door
- 13. Heated Garage
- 14. Oversized Garage
- 15. Tandem Garage
- 16. Carriage House

Location Description

- 1. Cul-De-Sac
- 2. Corner Lot
- 3. Wooded Lot
- 4. Evergreen Trees
- 5. Deciduous Trees
- 6. Native Grass
- 7. Level Lot
- 8. Rolling Lot
- 9. Sloping Lot
- 10. Steep Lot
- 11. Rock Out-Croppings
- 12. Abuts Ditch
- 13. Abuts Golf Course
- 14. Golf Course Nborhood.
- 15. Abuts Pond/Lake
- 16. Abuts Stream/Creek/River
- 17. Abuts Farm Land
- 18. Abuts National Forest
- 19. Abuts Park
- 20. Abuts Public Open Space
- 21. Abuts Priv. Open Space
- 22. Meadow
- 23. Orchard
- 24. Outbuildings
- 25. Airpark
- 26. Historic District
- 27. Co-Housing
- 28. Senior Community
- 29. House/Lot Faces North
- 30. House/Lot Faces South
- 31. House/Lot Faces East
- 32. House/Lot Faces West
- 33. House/Lot Faces NW
- 34. House/Lot Faces NE
- 35. House/Lot Faces SW
- 36. House/Lot Faces SE
- 37. Within City Limits
- 38. Unincorporated

Horse Property

- 1. Horse(s) Allowed
- 2. Zoning OK for 1 Horse
- 3. Zoning OK for 2 Horses
- 4. Zoning OK for 3 Horses
- 5. Zoning OK for 4+ Horses
- 6. Barn with 1-2 Stalls
- 7. Barn with 3+ Stalls
- 8. Corral(s)
- 9. Pasture
- 10. Arena
- 11. Tack Room
- 12. Loafing Shed
- 13. Hay Storage Building
- 14. Access to Riding Trails

Fences

- 1. Partially Fenced
- 2. Enclosed Fenced Area

- 3. Wood Fence
- 4. Chain Link
- 5. Security Fence
- 6. Other Fence
- 7. Electric Fence
- 8. Wire Fence
- 9. Metal Post Fence
- 10. Dog Run/Kennel

Views

- 1. Back Range/Snow Capped
- 2. Foothills View
- 3. Plains View
- 4. City View
- 5. Water View

Lot Improvements

- 1. Street Paved
- 2. Curbs
- 3. Gutters
- 4. Sidewalks
- 5. Street Light
- 6. Alley
- 7. Fire Hydrant w/in 500 Ft

Access

- 1. Private, up to Co. Standards
- 2. Private, not up to Co. Stand
- 3. 4x4 Required to Access
- 4. City Street
- 5. Co. Rd/Co. Maintained
- 6. Co. Rd/Not Maintained
- 7. State Highway
- 8. Interstate
- 9. Easement
- 10. Privately Maintained
- 11. Lack of Rt to Access
- 12. Security Gate
- 13. Alley

Road Surface at Prop. Line

- 1. Road Improve Needed
- 2. Dirt Road
- 3. Gravel Road
- 4. Blacktop Road
- 5. Concrete Road

INTERIOR FEATURES:

***Basement/Foundation**

- 1. No Basement
- 2. Partial Basement
- 3. Full Basement
- 4. Unfinished Basement
- 5. 25%+Finished Basement
- 6. 50%+Finished Basement
- 7. 75%+Finished Basement
- 8. 90%+Finished Basement
- 9. Crawl Space
- 10. Slab
- 11. Walk-out Basement
- 12. Daylight Basement
- 13. Structural Floor
- 14. Built-In Radon
- 15. Rough-in for Radon
- 16. Retrofit for Radon
- 17. Radon Test Available
- 18. Radon Unknown
- 19. Sump Pump

***Heating**

- 1. No Heat
- 2. Forced Air
- 3. Hot Water
- 4. Heat Pump
- 5. Baseboard Heat
- 6. Gravity Heat
- 7. Wood Stove
- 8. Multi-zoned Heat
- 9. Radiant Heat
- 10. Radiator

- 11. Space Heater
- 12. 2 or more Heat Sources
- 13. Humidifier
- 14. 2 or more H₂O Heaters
- 15. Electric Air Filter
- 19. Wall Heater

Cooling

- 1. Central Air Conditioning
- 2. Room Air Conditioner
- 3. Evaporative Cooler
- 4. Ceiling Fan
- 5. Attic Fan
- 6. Whole House Fan

***Inclusions**

- 1. No inclusions
- 2. Window Coverings
- 3. Electric Range/Oven
- 4. Gas Range/Oven
- 5. Down-draft Range
- 6. Self-Cleaning Oven
- 7. Continuous-cleaning Oven
- 8. Double Oven
- 9. Dishwasher
- 10. Refrigerator
- 11. Bar Refrigerator
- 12. Washer
- 13. Dryer
- 14. Microwave
- 15. Compactor
- 16. Freezer
- 17. Jetted Bath Tub
- 18. Central Vacuum
- 19. Intercom
- 20. Security System Owned
- 21. Security System Leased
- 22. Laundry Tub
- 23. Gas Bar-B-Q
- 24. Garage Door Opener
- 25. Satellite Dish
- 26. TV Antenna
- 27. Fireplace Tools Included
- 28. Some Furniture
- 29. Water Softener Owned
- 30. Water Softener Rented
- 31. Water Filter Owned
- 32. Water Filter Rented
- 34. Disposal
- 38. Fire Alarm(s)

Energy Features

- 1. Solar Domestic Hot Water
- 2. Solar Hot Water Heat
- 3. Solar Rough-In
- 4. Trombe Wall
- 5. Sun Space
- 6. Southern Exposure
- 7. Double Pane Windows
- 8. Triple Pane Windows
- 9. Storm Window
- 10. Storm Doors
- 11. Attached Greenhouse
- 12. High Efficiency Furnace
- 13. Energy Survey Complete
- 14. Demand Control Limiter
- 15. Set Back Thermostat
- 17. Energy Rated

Design Features

- 1. Eat-in Kitchen
- 2. Separate Dining Room
- 3. Cathedral/Vaulted Ceilings
- 4. Open Floor Plan
- 5. Workshop
- 6. Pantry
- 7. Wood Windows
- 8. Bay or Bow Window
- 9. Stain/Natural Trim
- 10. Walk-in Closet
- 11. Loft
- 12. Sauna

- 13. Wet Bar
- 14. Fire Sprinklers
- 15. Fire Alarm
- 16. Washer/Dryer Hookups
- 17. Skylights
- 18. Wood Floors
- 19. Jack & Jill Bathroom
- 22. Kitchen Island
- 23. Media Room

Master Bedroom Bath

- 1. Shared Master Bath
- 2. Half Master Bath
- 3. 3/4 Master Bath
- 4. Full Master Bath
- 5. Tub+Shower Master
- 6. Luxury Features
- 7. 5 Piece Master Bath
- 8. Bidet Master Bath

Fireplace

- 1. Re-circulating Fireplace
- 2. Freestanding Fireplace
- 3. Fireplace Insert
- 4. 2+Fireplaces
- 5. Outside Combustion Air
- 6. Gas Fireplace
- 7. Gas Logs Included
- 8. Electric Fireplace
- 9. Multi-sided Fireplace
- 10. Rough-in Fireplace
- 11. Living Room Fireplace
- 12. Family/Rec Rm Fireplace
- 13. Master Bed. Fireplace
- 14. Kitchen Fireplace
- 15. Great Room
- 16. Dining Room
- 17. Basement Fireplace
- 18. Pellet Stove

Disabled Accessibility

- 1. Ramp Access
- 2. Level Lot
- 3. Level Drive
- 4. Near Bus
- 5. Width of Halls 42" or more
- 6. Low Carpet
- 7. Interior Doors 32" or more
- 8. Exterior Doors 36" or more
- 9. No Stairs
- 10. Other Access
- 11. Main Level Bath
- 12. Main Floor Bedroom
- 13. Stall Shower
- 14. Main Level Laundry

OTHER FEATURES:

***Utilities**

- 1. Natural Gas
- 2. Electric
- 3. Propane
- 4. Wood/Coal
- 7. Oil
- 8. No Utilities
- 9. Other Utilities
- 10. Cable TV Avail
- 29. Satellite Avail
- 30. High Speed Avail

***Water/Sewer**

- 1. City Water
- 2. District Water
- 3. Well
- 4. Cistern
- 5. City Sewer
- 6. District Sewer
- 7. Septic
- 8. No Water/Sewer
- 9. Other Water/Sewer
- 10. See Remarks

RESIDENTIAL-DETACHED INPUT FORM (Page 4 of 4) (Rev. 08/17/2010)

Mineral & Water Rights _____

1. Water Rights Included
2. Water Rights Excluded
3. Irrigation Well Included
4. Irrigation Well Excluded
5. Mineral Rights

***Ownership** _____

1. Lender Owner/REO
2. Licensed Owner
3. Private Owner
4. Corporate Buy-Out
5. Partnership
6. Other Owner
7. Perm. Affordable Housing
8. Timeshare
9. HUD
10. Builder

Occupied by _____

1. Owner Occupied
2. Tenant Occupied
3. Vacant for Rent
4. Vacant not for Rent

***Possession** _____

1. Before Closing
2. Delivery of Deed
3. 1-3 Days after Closing
4. Specific Date
5. Tenant Will Vacate
6. Owner Will Vacate
7. Current Lease Agreement
8. See Remarks

***Property Disclosures** _____

1. Seller's Disclosure
2. No Property Disclosure

3. Lead Paint Disclosure

4. Home Warranty

***Flood Plain** _____

1. High Hazard/Floodway
2. 100 Year/High Risk
3. 500 Year/Moderate Risk
4. Minimal Risk

Possible Usage _____

1. Single Family
2. Multi Family
3. Mobile Homes
4. PUD
5. Farm/Ranch
6. Business
7. Commercial or Industrial
8. Additional Units

New Financing/Lending _____

1. Cash

2. Conventional
3. FHA
4. VA
5. Seller Points/Buydown
6. Owner Financing
7. Wrap/Blend
8. Lease Purchase
9. Exchange/Trade
15. Short Pay
16. 1031 Exchange
17. Auction
18. SS Pend Lender Apprvl
19. USDA

Exclusions (100 characters max.): _____

Showing Info (optional) All showing information is private and can be viewed by Listing Office only.

Property Vacant? Y / N Showings Allowed? Y / N Sentrilock Lockbox Serial#: _____ Lockbox/CBS Code: _____

Showing Instructions: (250 character max.) _____

Email Notifications: _____
(Name)

Appt. Notices Y / N

Feedback Y / N

Customize the Feedback Questionnaire: Select *one* only

___ Use the standard showings feedback questionnaire

___ Use the customization from your user preferences

___ Customize the showings feedback questionnaire for this listing only (If this selection is chosen, select which questions to include below and/or add customized questions)

___ Is the customer interested in the property?

___ Did the property show well?

___ Is the price right?

___ Feedback on the interior

___ Feedback on the exterior

___ Other suggestions/comments

Add custom question 1: _____

Add custom question 2: _____

Occupant Info (Optional. If filled in, First and Last name and one phone number are required.)

First Name: _____ Last Name: _____

Home Phone: _____ Work Phone: _____ Other Phone: _____

Open Houses

Open House Date: ___/___/___ (mm/dd/yyyy)

Repeat Information: ___ End Open House Date (mm/dd/yyyy) _____ Monday ___ Tuesday ___ Wednesday ___ Thursday
___ Friday ___ Saturday ___ Sunday

Start Time (hh:mm): _____ End Time (hh:mm) _____

Comments: (Limited to 255 Characters)

Hosting Agent: _____

Display on the Internet (ColoProperty.com and MySite): ___ Yes ___ No

I hereby represent to the MLS that I am in possession of a properly executed Exclusive Right to Sell Listing Contract or an Exclusive Agency Listing Contract signed by the owner(s) of the property and that I have used my best efforts as to accuracy and correctness on this data input form.

Signature _____