

41 **3.6. Sale; Lease.**

42 **3.6.1.** A “Sale” of the Property is the voluntary transfer or exchange of any interest in the Property or the voluntary
43 creation of the obligation to convey any interest in the Property, including a contract or lease. It also includes an agreement to transfer
44 any ownership interest in an entity which owns the Property.

45 **3.6.2.** If this box is checked, Seller authorizes Broker to negotiate a lease of the Property. “Lease of the Property”
46 or “Lease” means any agreement between the Seller and a tenant to create a tenancy or leasehold interest in the Property.

47 **3.7. Listing Period.** The Listing Period of this Seller Listing Contract begins on _____,
48 and continues through the earlier of (1) completion of the Sale or, if applicable, Lease of the Property or (2) _____,
49 and any written extensions (Listing Period). Broker must continue to assist in the completion of any Sale or Lease of the Property
50 for which compensation is due and payable to Brokerage Firm under § 7 of this Seller Listing Contract.

51 **3.8. Applicability of Terms.** A check or similar mark in a box means that such provision is applicable. The abbreviation
52 “N/A” or the word “Deleted” means not applicable. The abbreviation “MEC” (mutual execution of this contract) means the date upon
53 which both parties have signed this Seller Listing Contract.

54 **3.9. Day; Computation of Period of Days, Deadline.**

55 **3.9.1. Day.** As used in this Seller Listing Contract, the term “day” means the entire day ending at 11:59 p.m., United
56 States Mountain Time (Standard or Daylight Savings as applicable).

57 **3.9.2. Computation of Period of Days, Deadline.** In computing a period of days, when the ending date is not
58 specified (e.g., three days after MEC), the first day is excluded and the last day is included. If any deadline falls on a Saturday,
59 Sunday, or federal or Colorado state holiday (Holiday), such deadline **Will** **Will Not** be extended to the next day that is not
60 a Saturday, Sunday, or Holiday. Should neither box be checked, the deadline will not be extended.

61 **4. BROKERAGE RELATIONSHIP.**

62 **4.1.** If the Seller Agency box at the top of page 1 is checked, Broker represents Seller as Seller’s limited agent (Seller’s
63 Agent). If the Transaction-Brokerage box at the top of page 1 is checked, Broker acts as a Transaction-Broker.

64 **4.2. In-Company Transaction – Different Brokers.** When Seller and buyer in a transaction are working with different
65 brokers within the Brokerage Firm, those brokers continue to conduct themselves consistent with the brokerage relationships they
66 have established. Seller acknowledges that Brokerage Firm is allowed to offer and pay compensation to brokers within Brokerage
67 Firm working with a buyer.

68 **4.3. In-Company Transaction – One Broker.** If Seller and buyer are both working with the same Broker, Broker must
69 function as:

70 **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:

71 **4.3.1.1. Seller Agency Unless Brokerage Relationship with Both.** Broker represents Seller as Seller’s Agent
72 and must treat the buyer as a customer. A customer is a party to a transaction with whom Broker has no brokerage relationship.
73 Broker must disclose to such customer the Broker’s relationship with Seller. However, if Broker delivers to Seller a written Change
74 of Status that Broker has a brokerage relationship with the buyer then Broker is working with both Seller and buyer as a Transaction
75 Broker. If the box in § 4.3.1.2 (**Seller Agency Only**) is checked, § 4.3.1.2. (**Seller Agency Only**) applies instead.

76 **4.3.1.2. Seller Agency Only.** If this box is checked, Broker represents Seller as Seller’s Agent and must treat
77 the buyer as a customer.

78 **4.3.2. Transaction-Broker.** If the Transaction-Brokerage box at the top of page 1 is checked, or in the event neither
79 box is checked, Broker must work with Seller as a Transaction-Broker. A Transaction-Broker must perform the duties described in
80 § 5 and facilitate sales transactions without being an advocate or agent for either party. If Seller and buyer are working with the same
81 Broker, Broker must continue to function as a Transaction-Broker.

82 **5. BROKERAGE DUTIES.** Broker, on behalf of Brokerage Firm as either a Transaction-Broker or a Seller’s Agent, must
83 perform the following “Uniform Duties” when working with Seller:

84 **5.1.** Broker must exercise reasonable skill and care for Seller, including, but not limited to the following:

85 **5.1.1.** Performing the terms of any written or oral agreement with Seller;

86 **5.1.2.** Presenting all offers to and from Seller in a timely manner regardless of whether the Property is subject to a
87 contract for Sale;

88 **5.1.3.** Disclosing to Seller adverse material facts actually known by Broker;

89 **5.1.4.** Advising Seller regarding the transaction and advising Seller to obtain expert advice as to material matters
90 about which Broker knows but the specifics of which are beyond the expertise of Broker;

91 **5.1.5.** Accounting in a timely manner for all money and property received; and

92 **5.1.6.** Keeping Seller fully informed regarding the transaction.

93 **5.2.** Broker must not disclose the following information without the informed consent of Seller:

94 **5.2.1.** That Seller is willing to accept less than the asking price for the Property;

95 **5.2.2.** What the motivating factors are for Seller to sell the Property;

- 96 **5.2.3.** That Seller will agree to financing terms other than those offered;
97 **5.2.4.** Any material information about Seller unless disclosure is required by law or failure to disclose such
98 information would constitute fraud or dishonest dealing; or
99 **5.2.5.** Any facts or suspicions regarding circumstances that could psychologically impact or stigmatize the Property.
100 **5.3.** Seller consents to Broker's disclosure of Seller's confidential information to the supervising broker or designee for the
101 purpose of proper supervision, provided such supervising broker or designee does not further disclose such information without
102 consent of Seller, or use such information to the detriment of Seller.
103 **5.4.** Brokerage Firm may have agreements with other sellers to market and sell their properties. Broker may show alternative
104 properties not owned by Seller to other prospective buyers and list competing properties for sale.
105 **5.5.** Broker is not obligated to seek additional offers to purchase the Property while the Property is subject to a contract for
106 Sale.
107 **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
108 independently verify the accuracy or completeness of statements made by Seller or independent inspectors. Broker has no duty to
109 conduct an independent investigation of a buyer's financial condition or to verify the accuracy or completeness of any statement
110 made by a buyer.
111 **5.7.** Seller understands that Seller is not liable for Broker's acts or omissions that have not been approved, directed or
112 ratified by Seller.
113 **5.8.** When asked, Broker **Will** **Will Not** disclose to prospective buyers and cooperating brokers the existence of
114 offers on the Property and whether the offers were obtained by Broker, a broker within Brokerage Firm, or by another broker. If
115 Broker wishes to disclose the terms of any offer, Broker must first obtain the Seller's written consent.

116 **6. ADDITIONAL DUTIES OF SELLER'S AGENT.** If the Seller Agency box at the top of page 1 is checked, Broker is a
117 Seller's Agent, with the following additional duties:

- 118 **6.1.** Promoting the interests of Seller with the utmost good faith, loyalty, and fidelity;
119 **6.2.** Seeking a price and terms that are set forth in this Seller Listing Contract; and
120 **6.3.** Counseling Seller as to any material benefits or risks of a transaction that are actually known by Broker.

121 **7. COMPENSATION TO BROKERAGE FIRM; COMPENSATION TO COOPERATIVE BROKER.** Seller agrees that
122 any Brokerage Firm compensation that is conditioned upon the Sale of the Property will be earned by Brokerage Firm as set forth
123 herein without any discount or allowance for any efforts made by Seller or by any other person in connection with the Sale of the
124 Property.

125 **7.1. Amount.** In consideration of the services to be performed by Broker, Seller agrees to pay Brokerage Firm as follows:

126 **7.1.1. Sale Commission.** (1) _____ % of the gross purchase price or (2) _____,
127 in U.S. dollars. Brokerage Firm agrees to contribute from the Sale Commission to outside brokerage firms' commission _____ %
128 of the gross sales price or _____, in U.S. dollars.

129 **7.1.2. Lease Commission.** If the box in § 3.6.2. is checked, Brokerage Firm will be paid a fee equal to (1) _____%
130 of the gross rent under the lease, or (2) _____, in U.S. dollars, payable
131 as follows: _____. Brokerage Firm agrees
132 to contribute from the Lease Commission to outside brokerage firms' commission _____ % of the gross rent or
133 _____, in U.S. dollars.

134 **7.1.3. Other Compensation.** _____
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136 **7.2. When Earned.** Such commission is earned upon the occurrence of any of the following:

137 **7.2.1.** Any Sale of the Property within the Listing Period by Seller, by Broker or by any other person;

138 **7.2.2.** Broker finding a buyer who is ready, willing and able to complete the Sale or Lease as specified in this Seller
139 Listing Contract; or

140 **7.2.3.** Any Sale (or Lease if § 3.6.2. is checked) of the Property within _____ calendar days after the Listing Period
141 expires (Holdover Period) (1) to anyone with whom Broker negotiated and (2) whose name was submitted, in writing, to Seller by
142 Broker during the Listing Period (Submitted Prospect). However, Seller **Will** **Will Not** owe the commission to Brokerage
143 Firm under this § 7.2.3. if a commission is earned by another licensed brokerage firm acting pursuant to an exclusive agreement
144 entered into during the Holdover Period and a Sale or Lease to a Submitted Prospect is consummated. If no box is checked in this
145 § 7.2.3., then Seller does not owe the commission to Brokerage Firm.

146 **7.3. When Applicable and Payable.** The commission obligation applies to a Sale made during the Listing Period or any
147 extension of such original or extended term. The commission described in § 7.1.1. is payable at the time of the closing of the Sale,
148 or, if there is no closing (due to the refusal or neglect of Seller) then on the contracted date of closing, as contemplated by § 7.2.1.
149 or § 7.2.3., or upon fulfillment of § 7.2.2. where the offer made by such buyer is not accepted by Seller.

150 **8. LIMITATION ON THIRD-PARTY COMPENSATION.** Neither Broker nor Brokerage Firm, except as set forth in § 7, will
151 accept compensation from any other person or entity in connection with the Property without the written consent of Seller.
152 Additionally, neither Broker nor Brokerage Firm is permitted to assess or receive mark-ups or other compensation for services
153 performed by any third party or affiliated business entity unless Seller signs a separate written consent for such services.

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

159 **9.1. MLS/Information Exchange.**

160 **9.1.1.** The Property **Will** **Will Not** be submitted to one or more MLS and **Will** **Will Not** be submitted
161 to one or more property information exchanges. If submitted, Seller authorizes Broker to provide timely notice of any status change
162 to such MLS and information exchanges. Upon transfer of deed from Seller to buyer, Seller authorizes Broker to provide sales
163 information to such MLS and information exchanges.

164 **9.1.2.** Seller authorizes the use of electronic and all other marketing methods except: _____.

165 **9.1.3.** Seller further authorizes use of the data by MLS and property information exchanges, if any.

166 **9.1.4.** The Property Address **Will** **Will Not** be displayed on the Internet.

167 **9.1.5.** The Property Listing **Will** **Will Not** be displayed on the Internet.

168 **9.2. Property Access.**

169 **9.2.1.** Broker may access the Property by:

170 Electronic Lock Box Manual Lock Box

171 _____

172 Other instructions:

173 **9.2.2.** Other than Broker, Seller further authorizes the following persons to access the Property using the method
174 described in § 9.2.1.

175 Actively Licensed Real Estate Brokers Licensed Appraisers

176 Unlicensed Broker Assistants Unlicensed Inspectors

177 Other: _____

178 **9.3. Broker Marketing.**

179 **9.3.1.** The following specific marketing tasks will be performed by Broker:

186 **9.3.2.** Seller authorizes videos and pictures of both the interior and exterior of the Property except:

193 **9.4. Marketing Termination.** Broker and Brokerage Firm may discontinue using any marketing materials if, in Brokerage
194 Firm's sole discretion, Broker or Brokerage Firm receives a credible threat of litigation or a complaint regarding the use of such
195 marketing material. Upon expiration of the Listing Period and request from Seller, Broker will use reasonable efforts to remove
196 information submitted to the MLS and/or information exchanges. Seller understands that information submitted to either the MLS
197 or information exchanges may be difficult, if not impossible, to remove from syndicators and the Internet and releases Broker from
198 any liability for Broker's inability to remove the information.

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

200 **10.1. Negotiations and Communication.** Seller agrees to conduct all negotiations for the Sale or Lease of the Property only
201 through Broker, and to refer to Broker all communications received in any form from real estate brokers, prospective buyers, tenants,
202 or any other source during the Listing Period of this Seller Listing Contract.

203 **10.2. Advertising.** Seller agrees that any advertising of the Property by Seller (e.g., Internet, print and signage) must first
204 be approved by Broker.

205 **10.3. No Existing Listing Agreement.** Seller represents that Seller **Is** **Is Not** currently a party to any listing
206 agreement with any other broker to sell the Property. Seller further represents that Seller **Has** **Has Not** received a list of
207 "Submitted Prospects" pursuant to a previous listing agreement to sell the Property with any other broker.

208 **10.4. Ownership of Materials and Consent.** Seller represents that all materials (including all photographs, renderings,
209 images, videos, or other creative items) supplied to Broker by or on behalf of Seller are owned by Seller, except as Seller has
210 disclosed in writing to Broker. Seller is authorized and grants to Broker, Brokerage Firm and any MLS (that Broker submits the
211 Property to) a nonexclusive irrevocable, royalty-free license to use such material for marketing of the Property, reporting as required
212 as well as the publishing, display and reproduction of such material, compilation and data. This license survives the termination of
213 this Seller Listing Contract. Unless agreed to otherwise, all materials provided by Broker (photographs, renderings, images, videos,
214 or other creative items) may not be used by Seller for any reason.

215 **10.5. Colorado Foreclosure Protection Act.** The Colorado Foreclosure Protection Act (Act) generally applies if (1) the
216 Property is residential, (2) Seller resides in the Property as Seller's principal residence, (3) buyer's purpose in purchase of the
217 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
218 loan secured by the Property is at least thirty (30) days delinquent or in default. If all requirements 1, 2, 3, and 4 are met and the Act
219 otherwise applies, then a contract between buyer and Seller for the sale of the Property that complies with the provisions of the Act
220 is required. If the transaction is a Short Sale transaction and a Short Sale Addendum is part of the Contract between Seller and buyer,
221 the Act does not apply. It is recommended that Seller consult with an attorney.

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

223 **11.1. Price.** U.S. \$ _____

224 **11.2. Terms.** **Cash** **Conventional** **FHA** **VA** **Other:** _____

225 **11.3. Loan Discount Points.** _____

226 **11.4. Buyer's Closing Costs (FHA/VA).** Seller must pay closing costs and fees, not to exceed \$ _____, that Buyer
227 is not allowed by law to pay, for tax service and _____.

228 **11.5. Earnest Money.** Minimum amount of earnest money deposit U.S. \$ _____ in the form of _____

229 **11.6. Seller Proceeds.** Seller will receive net proceeds of closing as indicated: **Cashier's Check** at Seller's expense;
230 **Funds Electronically Transferred (Wire Transfer)** to an account specified by Seller, at Seller's expense; or **Closing**
231 **Company's Trust Account Check.** Wire and other frauds occur in real estate transactions. Any time Seller is supplying confidential
232 information such as social security numbers or bank account numbers, Seller should provide the information in person or in another
233 secure manner.

234 **11.7. FIRPTA.** Pursuant to the Foreign Investment in Real Property Tax Act (FIRPTA), the Internal Revenue Service (IRS)
235 may require a substantial portion of Seller's proceeds be withheld after Closing when Seller is a foreign person. If the box in this
236 Section is checked, Seller represents that Seller **IS** a foreign person for purposes of U.S. income taxation and authorizes Broker
237 to disclose such status. If the box in this Section is not checked, Seller represents that Seller is not a foreign person for purposes of
238 U.S. income taxation.

239 **11.8. Colorado Withholding.** If Seller is not exempt, the Colorado Department of Revenue may require a portion of the
240 Seller's proceeds be withheld after Closing when Seller will not be a Colorado resident after Closing.

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

244 **13. INCLUSIONS AND EXCLUSIONS.**

245 **13.1. Inclusions.** The Purchase Price includes the following items (Inclusions):

246 **13.1.1. Inclusions – Attached.** If attached to the Property on the date of this Seller Listing Contract, the following
247 items are included unless excluded under § 13.2. (Exclusions): lighting, heating, plumbing, ventilating and air conditioning units, TV
248 antennas, inside telephone, network and coaxial (cable) wiring and connecting blocks/jacks, plants, mirrors, floor coverings,
249 intercom systems, built-in kitchen appliances, sprinkler systems and controls, built-in vacuum systems (including accessories) and
250 garage door openers (including _____ remote controls). If checked, the following are owned by the Seller and included (leased
251 items should be listed under § 13.1.6 (Leased Items)): **None** **Solar Panels** **Water Softeners** **Security Systems**
252 **Satellite Systems** (including satellite dishes). If any additional items are attached to the Property after the date of this Seller Listing
253 Contract, such additional items are also included.

254 **13.1.2. Inclusions – Not Attached.** If on the Property, whether attached or not, on the date of this Seller Listing
255 Contract, the following items are included unless excluded under § 13.2. (Exclusions): storm windows, storm doors, window and
256 porch shades, awnings, blinds, screens, window coverings and treatments, curtain rods, drapery rods, fireplace inserts, fireplace
257 screens, fireplace grates, heating stoves, storage sheds, carbon monoxide alarms, smoke/fire detectors, and all keys.

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259 **13.1.3. Other Inclusions.** The following items, whether fixtures or personal property, are also included in the
260 Purchase Price:

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13.1.4. Encumbered Inclusions. Any Inclusions owned by Seller (e.g., owned solar panels) must be conveyed at Closing by Seller free and clear of all taxes (except personal property and general real estate taxes for the year of Closing), liens and encumbrances, except:

13.1.5. Personal Property Conveyance. Conveyance of all personal property will be by bill of sale or other applicable legal instrument.

13.1.6. Leased Items.

13.1.6.1. The following leased items are part of the transaction:

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13.1.6.2. Lease Documents. Seller agrees to supply to buyer, as will be set forth in the final contract between Seller and buyer, the documents between Seller and Seller's lessor regarding the lease, leased item, cost, and other terms including requirements imposed upon a buyer if buyer is assuming the leases.

13.2. Exclusions. The following are excluded (Exclusions):

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13.3. Trade Fixtures. The following trade fixtures are included: _____

The Trade Fixtures to be conveyed at closing must be conveyed by Seller, free and clear of all taxes (except personal property taxes for the year of closing), liens and encumbrances, except _____.

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

13.4. Parking and Storage Facilities. The use or ownership of the following parking facilities:

_____; and the use or ownership of the following storage facilities: _____.

13.5. Water Rights/Well Rights.

13.5.1. Deeded Water Rights. The following legally described water rights:

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Seller agrees to convey any deeded water rights by a good and sufficient _____ deed at Closing.

13.5.2. Other Rights Relating to Water. The following rights relating to water not included in §§ 13.5.1., 13.5.3., and 13.5.4.:

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- 13.5.3. Well Rights.** The Well Permit # is _____.
- 13.5.4. Water Stock Certificates.** The water stock certificates are as follows:

13.6. Growing Crops. The following growing crops:

332 **14. TITLE AND ENCUMBRANCES.**

333 **14.1. Seller Representation.** Seller represents that title to the Property is solely in Seller’s name.

334 **14.2. Delivery of Documents.** Seller must deliver to Broker true copies of all relevant title materials, leases, improvement
335 location certificates and surveys in Seller’s possession and must disclose all easements, liens, and other encumbrances, if any, on
336 the Property, of which Seller has knowledge.

337 **14.3. Conveyance.** In case of Sale, Seller agrees to convey the Property by a good and sufficient: special warranty
338 deed general warranty deed bargain and sale deed quit claim deed personal representative’s deed
339 _____ deed. If title will be conveyed using a special warranty deed or a general warranty deed,
340 unless otherwise specified in § 28 (Additional Provisions) below, title will be conveyed “subject to statutory exceptions” as
341 defined in § 38-30-113, C.R.S. Seller’s conveyance of the Property to a buyer will convey only that title Seller has in the Property.

342 **14.4. Monetary Encumbrances.** Property must be conveyed free and clear of all taxes, except the general taxes for the
343 year of closing. All monetary encumbrances (such as mortgages, deeds of trust, liens, financing statements) must be paid by Seller
344 and released except as Seller and buyer may otherwise agree. Existing monetary encumbrances are as follows:
345 _____. If the Property has been or will be subject to any governmental liens for special improvements
346 installed at the time of signing a contract for the Sale of the Property, Seller is responsible for payment of same, unless otherwise
347 agreed.

348 **14.5. Tenancies.** The Property will be conveyed subject to the following leases and tenancies for possession of the
349 Property:

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354 **15. EVIDENCE OF TITLE.** Seller agrees to furnish buyer, at Seller’s expense unless the parties agree in writing to a different
355 arrangement, a current commitment and an owner’s title insurance policy in an amount equal to the Purchase Price as specified in
356 the contract for the Sale of the Property, or if this box is checked, **An Abstract of Title** certified to a current date.

357 **16. ASSOCIATION ASSESSMENTS.** Seller represents that the amount of the regular owners’ association assessment is currently
358 payable at approximately \$_____ per _____ and that there are no unpaid regular or special assessments against
359 the Property except the current regular assessments and except _____. Seller agrees to promptly
360 request the owners’ association to deliver to buyer before date of closing a current statement of assessments against the Property.

361 **17. POSSESSION.** Possession of the Property will be delivered to buyer as follows: _____,
362 subject to leases and tenancies as described in § 14.

363 **18. MATERIAL DEFECTS, DISCLOSURES AND INSPECTION.**

364 **18.1. Broker’s Obligations.** Colorado law requires a broker to disclose to any prospective buyer all adverse material facts
365 actually known by such broker including but not limited to adverse material facts pertaining to the title to the Property and the physical
366 condition of the Property, any material defects in the Property, and any environmental hazards affecting the Property which are required
367 by law to be disclosed. These types of disclosures may include such matters as structural defects, soil conditions, violations of health,

368 zoning or building laws, and nonconforming uses and zoning variances. Seller agrees that any buyer may have the Property and
369 Inclusions inspected and authorizes Broker to disclose any facts actually known by Broker about the Property.

370 **18.2. Seller's Obligations.**

371 **18.2.1. Seller's Property Disclosure Form.** Seller **Agrees** **Does Not Agree** to provide on or before the sale
372 contract's respective deadline a Seller's Property Disclosure form completed to Seller's current, actual knowledge. Colorado law
373 requires Seller to disclose certain facts regardless of whether Seller is providing a Seller's Property Disclosure form. Typically, the
374 contract requires disclosure of adverse material facts actually known by Seller.

375 **18.2.2. Lead-Based Paint.** Unless exempt, if the improvements on the Property include one or more residential
376 dwellings for which a building permit was issued prior to January 1, 1978, a completed Lead-Based Paint Disclosure (Sales) form
377 must be signed by Seller and the real estate licensees, and given to any potential buyer in a timely manner.

378 **18.2.3. Carbon Monoxide Alarms.** Note: If the improvements on the Property have a fuel-fired heater or appliance,
379 a fireplace, or an attached garage and one or more rooms lawfully used for sleeping purposes (Bedroom), Seller understands that
380 Colorado law requires that Seller assure the Property has an operational carbon monoxide alarm installed within fifteen feet of the
381 entrance to each Bedroom or in a location as required by the applicable building code, prior to offering the Property for sale or lease.

382 **18.2.4. Condition of Property.** The Property will be conveyed in the condition existing as of the date of the contract
383 for Sale or Lease of the Property, ordinary wear and tear excepted, unless Seller, at Seller's sole option, agrees in writing to any
384 repairs or other work to be performed by Seller.

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386 **19. DEFAULT; RIGHT TO CANCEL.** If any obligation is not performed timely as provided in this Contract or waived, the non-
387 defaulting party has the following remedies:

388 **19.1. If Broker is in Default.** In the event the Broker fails to substantially perform under this Seller Listing Contract, Seller
389 has the right to cancel this Seller Listing Contract, including all rights of Brokerage Firm to any compensation. Any rights of Seller
390 to damages, if any, that accrued prior to cancellation will survive such cancellation.

391 **19.2. If Seller is in Default.** In the event the Seller fails to substantially perform under this Seller Listing Contract to include
392 Seller's or occupant's failure to reasonably cooperate with Broker, Brokerage Firm may cancel this Seller Listing Contract upon
393 written notice to Seller. Any rights of Brokerage Firm that accrued prior to cancellation will survive such cancellation, to include
394 Brokerage Firm's damages.

395 **19.3. Additional Rights of Brokerage Firm to Cancel.** Brokerage Firm may cancel this Seller Listing Contract upon
396 written notice to Seller that title is not satisfactory to Brokerage Firm. Although Broker has no obligation to investigate or inspect
397 the Property and no duty to verify statements made, Brokerage Firm has the right to cancel this Seller Listing Contract if any of the
398 following are unsatisfactory: (1) the physical condition of the Property or Inclusions, (2) any proposed or existing transportation
399 project, road, street or highway, (3) any other activity, odor or noise (whether on or off the Property) and its effect or expected effect
400 on the Property or its occupants, or (4) any facts or suspicions regarding circumstances that could psychologically impact or
401 stigmatize the Property. In the event Brokerage Firm exercises its right to cancel under this provision, Brokerage Firm waives all
402 rights to pursue damages.

403 **20. FORFEITURE OF PAYMENTS.** In the event of a forfeiture of payments made by a buyer, the sums received will be:
404 (1) paid to Seller in its entirety; (2) divided between Brokerage Firm and Seller, one-half to Brokerage Firm but not to exceed
405 the Brokerage Firm compensation agreed upon herein, and the balance to Seller; (3) Other: _____.
406 If no box is checked in this Section, choice (1), paid to Seller in its entirety, applies. Any forfeiture of payment under this Section
407 will not reduce any Brokerage Firm compensation owed, earned and payable under § 7.

408 **21. COST OF SERVICES AND REIMBURSEMENT.** Unless otherwise agreed upon in writing, Brokerage Firm must bear all
409 expenses incurred by Brokerage Firm, if any, to market the Property and to compensate cooperating brokerage firms, if any. Neither
410 Broker nor Brokerage Firm will obtain or order any other products or services unless Seller agrees in writing to pay for them promptly
411 when due (e.g., surveys, radon tests, soil tests, title reports, engineering studies, property inspections). Unless otherwise agreed,
412 neither Broker nor Brokerage Firm is obligated to advance funds for Seller. Seller must reimburse Brokerage Firm for payments
413 made by Brokerage Firm for such products or services authorized by Seller.

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

416 **23. MAINTENANCE OF THE PROPERTY.** Neither Broker nor Brokerage Firm is responsible for maintenance of the Property
417 nor are they liable for damage of any kind occurring to the Property, unless such damage is caused by their negligence or intentional
418 misconduct.

419 **24. NONDISCRIMINATION.** The parties agree not to discriminate unlawfully against any prospective buyers because of their
420 inclusion in a "protected class" as defined by federal, state or local law. "Protected classes" include, but are not limited to, race,

421 creed, color, sex, sexual orientation, gender identity, marital status, familial status, physical or mental disability, handicap, religion,
422 military status, hair style/texture, national origin, or ancestry of such person. Seller authorizes Broker to withhold any supplemental
423 information about the prospective buyer if such information would disclose a buyer's protected class(es). However, any financial,
424 employment or credit worthiness information about the buyer received by Broker will be submitted to Seller. Seller understands and
425 agrees that the Broker may not violate federal, state, or local fair housing laws.

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

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

436 **27. ATTORNEY FEES.** In the event of any arbitration or litigation relating to this Seller Listing Contract, the arbitrator or court
437 must award to the prevailing party all reasonable costs and expenses, including attorney and legal fees.

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

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451 **29. ATTACHMENTS.** The following are a part of this Seller Listing Contract:

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460 **30. NO OTHER PARTY OR INTENDED BENEFICIARIES.** Nothing in this Seller Listing Contract is deemed to inure to the
461 benefit of any person other than Seller, Broker, and Brokerage Firm.

462 **31. NOTICE, DELIVERY AND CHOICE OF LAW.**

463 **31.1. Physical Delivery and Notice.** Any document or notice to Brokerage Firm or Seller must be in writing, except as
464 provided in § 31.2. and is effective when physically received by such party, or any individual named in this Seller Listing Contract
465 to receive documents or notices for such party.

466 **31.2. Electronic Notice.** As an alternative to physical delivery, any notice may be delivered in electronic form to Brokerage
467 Firm or Seller, or any individual named in this Seller Listing Contract to receive documents or notices for such party, at the electronic
468 address of the recipient by facsimile, email or _____.

469 **31.3. Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by: (1) email at the email address
470 of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the
471 documents, or (3) facsimile at the facsimile number (Fax No.) of the recipient.

472 **31.4. Choice of Law.** This Seller Listing Contract and all disputes arising hereunder are governed by and construed in
473 accordance with the laws of the state of Colorado that would be applicable to Colorado residents who sign a contract in Colorado
474 for real property located in Colorado.

475 **32. MODIFICATION OF THIS SELLER LISTING CONTRACT.** No subsequent modification of any of the terms of this
476 Seller Listing Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties.

477 **33. COUNTERPARTS.** This Seller Listing Contract may be executed by each of the parties, separately, and when so executed by
478 all the parties, such copies taken together are deemed to be a full and complete contract between the parties.

479 **34. ENTIRE AGREEMENT.** This agreement constitutes the entire contract between the parties and any prior agreements, whether
480 oral or written, have been merged and integrated into this Seller Listing Contract.

481 **35. COPY OF CONTRACT.** Seller acknowledges receipt of a copy of this Seller Listing Contract signed by Broker, including all
482 attachments.

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

484 **Seller:**

Seller's Signature Date

Street Address

City, State, Zip

Phone No.

Fax No.

Email Address

Seller's Signature Date

Street Address

City, State, Zip

Phone No.

Fax No.

Email Address

Brokerage Firm:

Broker's Signature: **Kristen Naylor** Date

4450 Arapahoe Ave #100

Brokerage Firm Street Address

Boulder, CO 80303

Brokerage Firm City, State, Zip

(303) 956-4948

Broker Phone No.

Broker Fax No.

kristen.naylor@gmail.com

Broker Email Address

Appreciate Realty CO
4450 Arapahoe Ave #100
Boulder, CO 80303
Phone: (303) 956-4948

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (DD25-5-09) (Mandatory 7-09)

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

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 (or listing 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 for 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.

THIS IS NOT A CONTRACT.

I acknowledge receipt of this document on _____.

Buyer

Buyer

Seller

Seller

On _____, Broker provided *Molly Quinn* with this document via _____ and retained a copy for Broker's records.

Brokerage Firm's Name: *Appreciate Realty CO*

Broker *Kristen Naylor*

The printed portions of this form except differentiated additions, have been approved by the Colorado Real Estate Commission.(LP45-6-21)
(Mandatory 1-22)

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

LEAD-BASED PAINT DISCLOSURE (Sales)

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

Street Address	City	State	Zip
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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 base penalty adjusted 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

1. 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.
2. 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):

3. 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

4. Buyer has read the Lead Warning Statement above and understands its contents.
5. Buyer has received copies of all information, including any records and reports listed by Seller above.

6. Buyer has received the pamphlet "Protect Your Family From Lead in Your Home".
7. 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.
8. 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 § 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

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: _____

Real Estate Licensee (Listing) *Kristen Naylor* Date: _____

Buyer Date: _____

Buyer Date: _____

Real Estate Licensee (Selling) Date: _____

Appreciate Realty CO
4450 Arapahoe Ave #100
Boulder, CO 80303
Phone: (303) 956-4948

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(SPD19-6-22) (Mandatory 1-23)

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

SELLER'S PROPERTY DISCLOSURE
(RESIDENTIAL)

THIS SELLER'S PROPERTY DISCLOSURE SHOULD BE COMPLETED BY SELLER, NOT BY BROKER.

Seller states that the information contained in this Seller's Property Disclosure ("SPD") is correct to **Seller's CURRENT ACTUAL KNOWLEDGE** as of this Date. **Any changes must be disclosed by Seller to Buyer promptly after discovery. Seller's failure to disclose a known adverse material fact** affecting the Property or occupant **may result in legal liability.** If the sales contract requires Seller to complete this SPD, this form must be fully completed to Seller's current actual knowledge, as of the date of the Contract. If Seller has knowledge of an adverse material fact affecting the Property or occupant, it must be disclosed whether there is a specific item on this SPD or not. If the Property is part of a Common Interest Community, this SPD is limited to the Property or unit itself, except as stated in Section O. Broker may deliver a copy of this SPD to prospective buyers.

SELLER: Your answers are NOT limited to only the space provided in this SPD. Attach additional pages, reports, receipts, or any other documents you believe necessary for the information you provide to be complete.

Note: Buyer and Seller should review the Advisory at the end of this SPD.

Date: _____

Property: _____

Seller: _____

Year Built: _____

Year Seller Acquired Property: _____

Note: The Contract to Buy and Sell Real Estate, not this SPD, determines whether an item is included or excluded in the sale. If there is an inconsistency between this SPD and the Contract, the Contract controls.

I. IMPROVEMENTS

A.	BUILDING CONDITIONS (all aspects of the Property to include decks and patios) If you know of any of the following problems EVER EXISTING , check the "Yes" column	Yes	Comments
1	Structural		
2	Moisture and/or water		
3	Damage due to termites, other insects, birds, animals, or rodents		
4	Damage due to hail, wind, fire, flood, or other casualty		
5	Cracks, heaving or settling		
6	Exterior wall or window		
7	Exterior Artificial Stucco (EIFS)		

Buyer initials _____

Seller initials _____

8	Subfloors		
9			
10			

B.	ROOF If you know of any of the following problems EVER EXISTING , check the "Yes" column:	Yes	Comments
1	Roof leak		
2	Damage to roof		
3	Skylight		
4	Gutter or downspout		
5	Other roof problems, issues or concerns		
6			
7			
	ROOF - Other Information Do you know of the following on the Property:		
8	Roof under warranty until _____ Transferable? <input type="checkbox"/> YES <input type="checkbox"/> NO		
9	Roof work done while under current roof warranty		
10	Roof material: _____ Age _____		
11			

C.	APPLIANCES (if included in the sale) If you know of any problems NOW EXISTING with the following, check the "Yes" column:	Yes	Age If Known	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			
16				
17				

Buyer initials _____

Seller initials _____

D.	ELECTRICAL & TELECOMMUNICATIONS If you know of any problems NOW EXISTING with the following, check the "Yes" column:	Yes	Age If known	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	Telecommunications (T1, fiber, cable, satellite)			
7	Inside telephone wiring & blocks/jacks			
8	Ceiling fans			
9	Garage door opener and remote control # of remote/openers: _____			
10	Intercom/doorbell			
11	In-wall speakers			
12				
13				
	ELECTRICAL & TELECOMMUNICATIONS If you know of any problems EVER EXISTING with the following, check the "Yes" column:			
14	Electrical Service			
15	Aluminum wiring at the outlets (110)			
16	Solar panels: <input type="checkbox"/> Owned <input type="checkbox"/> Leased			
17	Wind generators: <input type="checkbox"/> Owned <input type="checkbox"/> Leased			
18	Electric Wiring or Panel			
19				
20				
	ELECTRICAL & TELECOMMUNICATIONS - Other Information: Do you know of the following on the Property:			
21	220 volt service			
22	Electrical Service: Amps _____			
23	Landscape lighting			
24	Electric Provider: _____			
25	Cable TV Provider: _____			
26	Seller's Internet Provider: _____			
27				

E.	MECHANICAL If you know of any problems NOW EXISTING with the following, check the "Yes" column:	Yes	Age If Known	Comments
1	Overhead doors (including garage doors)			
2	Entry gate system			
3	Elevator			
4	Radon mitigation system			

Buyer initials _____

Seller initials _____

5	Sump pump(s) # of _____			
6	Recycle pump			
7				
8				

F.	VENTILATION, AIR & HEAT If you know of any problems NOW EXISTING with the following, check the "Yes" column:	Yes	Age If Known	Comments
1	Heating system			
2	Evaporative cooler			
3	Window air conditioning units			
4	Central air conditioning			
5	Attic/whole house fan			
6	Vent fans			
7	Humidifier			
8	Air purifier			
9	Fireplace			
10	Fireplace insert			
11	Heating Stove			
12	Fuel tanks			
13				
14				
	VENTILATION, AIR & HEAT - Other Information: Do you know of the following on the Property:			
15	Heating system (including furnace): Type _____ Fuel _____ Type _____ Fuel _____			
16	Fireplace: Type _____ Fuel _____			
17	Heating Stove: Type _____ Fuel _____			
18	When was fireplace/wood stove, chimney/flue last cleaned: Date _____ <input type="checkbox"/> Do not know			
19	Fuel tanks: <input type="checkbox"/> Owned <input type="checkbox"/> Leased			
20	Radiant heating system: <input type="checkbox"/> Interior <input type="checkbox"/> Exterior Type _____			
21	Fuel Provider: _____			
22				

G.	WATER If you know of any problems NOW EXISTING with the following, check the "Yes" column:	Yes	Age If Known	Comments
1	Water heater(s)			
2	Water filter system			
3	Water softener			
4	Water system pump			
5	Sauna			
6	Hot tub or spa			
7	Steam room/shower			
8	Underground sprinkler system			
9	Fire sprinkler system			
10	Backflow prevention device			
11	Irrigation pump			
12				
13				
	WATER If you know of any problems EVER EXISTING with the following, check the "Yes" column:			
14	Water system (including lines and water pressure)			
15	Well			
16	Pool			
17	Irrigation system			
18				
19				
	WATER - Other Information: Do you know of the following on the Property:			
20	Water heater: Number of _____ Fuel type _____ Capacity _____			
21	Water filter system: <input type="checkbox"/> Owned <input type="checkbox"/> Leased			
22	Water softener: <input type="checkbox"/> Owned <input type="checkbox"/> Leased			
23	Master Water Shutoff Location: _____			
24	Well metered			
25	Well Pump: Date of last inspection _____ Date of last service _____			
26	Galvanized pipe			
27	Polybutylene pipe			
28	Well Pump - GPM _____ Date: _____			
29	Cistern water storage _____ gallons			
30	Supplemental water purchased in past 2 years?			
31				

Buyer initials _____

Seller initials _____

H.	SOURCE OF WATER & WATER SUPPLY Do you know of the following on the Property:
1	Type of water supply: <input type="checkbox"/> Public <input type="checkbox"/> Community <input type="checkbox"/> Well <input type="checkbox"/> Shared Well <input type="checkbox"/> Other <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 #: _____ 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.

I.	SEWER If you know of any problems EVER EXISTING with the following, check the "Yes" column:	Yes	Comments
1	Sewage system (including sewer lines)		
2	Lift station (sewage ejector pump)		
3			
4			
	SEWER - Other Information: Do you know of the following on the Property:		
5	Type of sanitary sewer service: <input type="checkbox"/> Public <input type="checkbox"/> Community <input type="checkbox"/> Septic System <input type="checkbox"/> None <input type="checkbox"/> Other _____ If the Property is served by an on-site septic system, provide buyer with a copy of the permit. Type of septic system: <input type="checkbox"/> Tank <input type="checkbox"/> Leach <input type="checkbox"/> Lagoon		
6	Sewer service provider: _____		
7	Sewer line scoped? Date: _____		
8	If a septic system, date latest Individual Use Permit issued: _____		
9	If a septic system, date of latest Inspection: _____		
10	If a septic system, date of latest Pumping: _____		
11	Gray water storage/use		
12			

J.	FLOODING AND DRAINAGE If you know of any problems EVER EXISTING with the following on the Property, check the "Yes" column:	Yes	Comments
1	Flooding or drainage		
2			
3			

	DRAINAGE AND RETENTION PONDS - Other Information Do you know of the following on the Property:		
4	Drainage, retention ponds		
5			

K.	OTHER DISCLOSURES - IMPROVEMENTS If you know of any problems NOW EXISTING with the following, check the "Yes" column:	Yes	Comments
1	Included fixtures and equipment		
2	Stains on carpet		
3	Floors		
4			
5			

II. GENERAL

L.	USE, ZONING & LEGAL ISSUES If you know of any of the following EVER EXISTING , check the "Yes" column:	Yes	Comments
1	Zoning violation, variance, conditional use, violation of an enforceable PUD or non-conforming use		
2	Notice or threat of condemnation proceedings		
3	Notice of any adverse conditions from any governmental or quasi-governmental agency that have not been resolved		
4	Notice of zoning action related to the Property		
5	Building code, city or county violations		
6	Violation of restrictive covenants or owners' association rules or regulations		
7	Any building or improvements constructed within the past one year before this Date without approval by the owners' association or its designated approving body		
8	Any additions or alterations made with a Building Permit		
9	Any additions or non-aesthetic alterations made without a Building Permit		
10	Other legal action		
11	Any part of the Property leased to others (written or oral)		
12	Used for short-term rentals in the past year		
13	Grandfathered conditions or uses		
14			
15			

M.	ACCESS & PARKING If you know of any of the following EVER EXISTING , check the "Yes" column:	Yes	Comments
1	Any access problems, issues or concerns		
2	Roads, trails, paths or driveways 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	Requirements for curb, gravel/paving, landscaping		
8	Any limitations on parking or access due to size, number of vehicles, or type of vehicles in the past year		
9			
10			

N.	ENVIRONMENTAL CONDITIONS If you know of any of the following EVER EXISTING on any part of the Property, check the "Yes" column:	Yes	Comments
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	Property used as, situated on, or adjoining a dump, landfill or municipal solid waste landfill		
6	Monitoring wells or test equipment		
7	Sliding, settling, upheaval, movement or instability of earth, or expansive soil on the Property		
8	Mine shafts, tunnels, or abandoned wells on the Property		
9	Within a governmentally designated geological hazard or sensitive areas		
10	Within a governmentally designated flood plain or wetland area		
11	Dead, diseased, or infested trees or shrubs		
12	Environmental assessments, studies, or reports done involving the physical condition of the Property		
13	Used for any mining, graveling, or other natural resource extraction operations such as oil and gas wells		
14	Smoking inside improvements (including garages, unfinished space, or detached buildings) on Property		
15	Animals kept in the residence		
16	Other environmental problems, issues or concerns		

17	Odors		
18			
19			

O.	COMMON INTEREST COMMUNITY - ASSOCIATION PROPERTY If you know of any of the following NOW EXISTING , check the "Yes" column:	Yes	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	Problems or defects in the Common Elements or Limited Common Elements of the Association Property		
	COMMON INTEREST COMMUNITY - ASSOCIATION PROPERTY If you know of any of the following EVER EXISTING , check the "Yes" column:		
4	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).		
5			
6			
	COMMON INTEREST COMMUNITY - ASSOCIATION PROPERTY - Other Information: Name of the Owners' Associations governing the Property:		Contact Information:
7	Owners' Association #1: _____		
8	Owners' Association #2: _____		
9	Owners' Association #3: _____		
10	Owners' Association #4: _____		

P.	GENERAL DISCLOSURES If you know of any of the following EVER EXISTING , check the "Yes" column:	Yes	Comments
1	Written reports of any building, site, roofing, soils, water, or sewer, or engineering investigations or studies of the Property		
2	Any property insurance claim submitted (whether paid or not)		
3	Structural, architectural, and engineering plans and/or specifications for any existing improvements		
4	Property was previously used as a methamphetamine laboratory and not remediated to state standards		

Buyer initials _____ Seller initials _____

5	Governmental special improvements approved, but not yet installed, that may become a lien against the Property		
6	Pending: (1) litigation or (2) other dispute resolution proceeding regarding the Property		
7	Property is subject to Deed Restrictions, other recorded document restrictions, or Affordable Housing Restrictions		
8	Property is located in a historic district		
9			
10			
	GENERAL - OTHER INFORMATION:		
11	Location of Mailbox and No. _____		
12			

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 SPD is **not** intended as a substitute for an inspection of the Property.

ADVISORY TO SELLER:

Seller acknowledges that Broker will disclose to any prospective buyer all adverse material facts actually known by Broker, including but not limited to adverse material facts pertaining to the physical condition of the Property, any material defects in the Property, and any environmental hazards affecting the Property. 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.

In the event Seller discovers a new adverse material fact after completing this SPD, Seller must disclose any such new adverse material fact to Buyer.

The information contained in this SPD has been furnished by Seller, who certifies it was answered truthfully, 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 are satisfactory to Buyer:

- 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, including zoning 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 investigate or inspect the Property or inclusions when this SPD 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 SPD.
6. Seller does not warrant that the Property or Inclusions are fit for Buyer's intended purposes or use of the Property. Disclosure of the condition of an item 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 receipts for a copy of this SPD.

Buyer _____ Date _____

Buyer _____ Date _____

Appreciate Realty CO
4450 Arapahoe Ave #100
Boulder, CO 80303
Phone: (303) 956-4948

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(SWA35-8-10) (Mandatory 1-11)

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. Well Permit #: _____
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 PROVIDER'S WATER SUPPLIES.

Buyer Date

Buyer Date

Seller Date

Seller

Date

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(SF 94-5-18) (Mandatory 1-19)

SQUARE FOOTAGE DISCLOSURE
(Residential)

This disclosure is made to Buyer and Seller pursuant to the requirements of the 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:

Standard/Methodology/Manner	Date Measured	Square Footage
<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:

Source of Square Footage Information	Date	Square Footage
<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 may not be exact and is for the purpose of marketing ONLY. Measurement is not for loan, valuation or other purposes. **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 by Buyer on or before any applicable deadline in the contract.

Date: _____

Broker *Kristen Naylor*

The undersigned acknowledge receipt of this disclosure.

Date: _____
Seller _____

Date: _____
Seller _____

Date: _____
Buyer _____

Date: _____
Buyer _____