



XLV Realty Group, LLC d/b/a XLV Realty

400 West Midland Avenue/Hwy 24 Ste 230 Woodland Park, CO 80863

Marjorie Ann Watson

Broker/Owner

Ph: 719-238-8508

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (BC60-6-22) (Mandatory 1-23)

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 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-BUY LISTING CONTRACT

☐ **BUYER AGENCY** ☐ **TRANSACTION-BROKERAGE**

Date: _____

1. AGREEMENT. Buyer and Brokerage Firm enter into this exclusive, irrevocable contract (Buyer Listing Contract) and agree to its provisions. Broker, on behalf of Brokerage Firm, agrees to provide brokerage services to Buyer. Brokerage Firm will receive compensation as set forth in this Buyer Listing Contract.

2. BROKER AND BROKERAGE FIRM.

☐ **2.1. Multiple-Person Firm.** If this box is checked, "Broker" (as defined below) is the individual designated by Brokerage Firm to serve as the broker of Buyer and to perform the services for Buyer required by this Buyer Listing Contract. If more than one individual is so designated, then references in this Buyer Listing Contract to Broker includes 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 (as defined below) is a brokerage firm with only one licensed person. References in this Buyer Listing Contract to Broker or Brokerage Firm mean both the licensed person and brokerage firm, who serve as the Broker of Buyer and perform the services for Buyer required by this Buyer Listing Contract.

3. DEFINED TERMS.

3.1. Buyer:

3.2. Brokerage Firm: XLV Realty Group, LLC d/b/a XLV Realty

3.3. Broker: Marjorie Ann Watson

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

3.5. Purchase; Lease.

3.5.1. A "Purchase" of Property means the acquisition of any interest in the Property or the

creation of the right to acquire any interest in the Property, including a contract or lease by the Buyer, directly or indirectly, or any other person or entity on whose behalf the Buyer acts. It also includes an agreement to acquire any ownership interest in an entity that owns the Property.

☐ **3.5.2.** If this box is checked, Buyer authorizes Broker to negotiate a lease of the Property. Lease of Property or Lease means any agreement between a landlord and the Buyer to create a tenancy or leasehold interest in the Property.

3.6. Listing Period. The Listing Period of this Buyer Listing Contract begins on and continues through the earlier of (1) completion of the Purchase of Property or Lease of Property or (2) and any written extensions (Listing Period). Broker will continue to assist in the completion of any Purchase or Lease for which compensation is payable to Brokerage Firm under § 7 of this Buyer Listing Contract.

3.7. 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. The abbreviation "MEC" (mutual execution of this contract) means the date upon which both parties have signed this Buyer Listing Contract.

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

3.8.1. Day. As used in this Buyer Listing Contract, the term "day" means the entire day ending at 11:59 p.m., United States Mountain Time (Standard or Daylight Savings as applicable).

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

4. BROKERAGE RELATIONSHIP.

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

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

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

4.3.1. Buyer's Agent. If the Buyer Agency box at the top of page 1 is checked, the parties agree the following applies:

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

☐ **4.3.1.2. Buyer Agency Only.** If this box is checked, Broker represents Buyer as Buyer's Agent and must treat the seller as a customer.

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

5. BROKERAGE DUTIES. Broker, acting on behalf of Brokerage Firm as either a Transaction-Broker or a Buyer's Agent, must perform the following **Uniform Duties** when working with Buyer:

5.1. Broker must exercise reasonable skill and care for Buyer, including but not limited to the

following:

- 5.1.1. Performing the terms of any written or oral agreement with Buyer;
- 5.1.2. Presenting all offers to and from Buyer in a timely manner regardless of whether Buyer is already a party to a contract for the Purchase or Lease of Property;
- 5.1.3. Disclosing to Buyer adverse material facts actually known by Broker;
- 5.1.4. Advising Buyer regarding the transaction and advising Buyer to obtain expert advice as to material matters about which Broker knows but the specifics of which are beyond the expertise of Broker;
- 5.1.5. Accounting in a timely manner for all money and property received; and
- 5.1.6. Keeping Buyer fully informed regarding the transaction.
- 5.2. Broker must not disclose the following information without the informed consent of Buyer:
 - 5.2.1. That Buyer is willing to pay more than the purchase or lease price offered for the Property;
 - 5.2.2. What Buyer's motivating factors are;
 - 5.2.3. That Buyer will agree to financing terms other than those offered; or
 - 5.2.4. Any material information about Buyer unless disclosure is required by law or failure to disclose such information would constitute fraud or dishonest dealing.
- 5.3. 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 does not further disclose such information without consent of Buyer, or use such information to the detriment of Buyer.
- 5.4. Broker may show properties in which Buyer is interested to other prospective buyers without breaching any duty or obligation to Buyer. Broker is not prohibited from showing competing buyers the same property and from assisting competing buyers in attempting to purchase a particular property.
- 5.5. Broker is not obligated to seek other properties while Buyer is already a party to a contract for the Purchase or Lease of Property.
- 5.6. Broker has no duty to conduct an independent inspection of the Property for the benefit of Buyer and has no duty to independently verify the accuracy or completeness of statements made by a seller or independent inspectors. Broker has no duty to conduct an independent investigation of Buyer's financial condition or to verify the accuracy or completeness of any statement made by Buyer.
- 5.7. Broker must disclose to any prospective seller all adverse material facts actually known by Broker, including but not limited to adverse material facts concerning Buyer's financial ability to perform the terms of the transaction and whether Buyer intends to occupy the Property as a principal residence.
- 5.8. Buyer understands that Buyer is not liable for Broker's acts or omissions that have not been approved, directed, or ratified by Buyer.

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

- 6.1. Promoting the interests of Buyer with the utmost good faith, loyalty and fidelity;
- 6.2. Seeking a price and terms that are acceptable to Buyer; and
- 6.3. Counseling Buyer as to any material benefits or risks of a transaction that are actually known by Broker.

7. COMPENSATION TO BROKERAGE FIRM. In consideration of the services to be performed by Broker, Brokerage Firm will be paid as set forth in this section, with no discount or allowance for any efforts made by Buyer or any other person. Unless otherwise agreed to in writing, Brokerage Firm is entitled to receive additional compensation, bonuses, and incentives paid by listing brokerage firm or seller. Broker will inform Buyer of any such additional amount to be paid to Brokerage Firm and, if there is a written agreement, Broker will supply a copy to Buyer upon written request of Buyer.

7.1. Brokerage Firm's Fee – Purchase.

Check Compensation Arrangement:

- ☐ **7.1.1. Success Fee.** Brokerage Firm will be paid as follows:

7.1.1.1. Amount. A fee equal to % of the purchase price, but not less than \$, except as

provided in § 7.1.1.2.

7.1.1.2. Adjusted Amount. ☐ See § 21 (Additional Provisions) or ☐ Other

7.1.1.3. When Earned; When Payable – Purchase. The Success Fee is earned by Brokerage Firm upon the Purchase of Property and is payable upon closing of the transaction. If any transaction fails to close as a result of the seller's default with no fault on the part of Buyer, the Success Fee will be waived. If any transaction fails to close as a result of Buyer's default, in whole or in part, the Success Fee will not be waived; such fee is payable upon Buyer's default, but not later than the date that the closing of the transaction was to have occurred.

☐ **7.1.2. Hourly Fee.** Brokerage Firm will be paid \$ per hour for time spent by Broker pursuant to this Buyer Listing Contract up to a maximum total fee of \$. This hourly fee is payable to Brokerage Firm upon receipt of an invoice from Brokerage Firm.

☐ **7.1.3. Retainer Fee.** Buyer will pay Brokerage Firm a nonrefundable retainer fee of \$ due and payable upon signing of this Buyer Listing Contract. This amount ☐ Will ☐ Will Not be credited against other fees payable to Brokerage Firm under this section.

☐ **7.1.4. Other Compensation.**

7.2. Brokerage Firm's Fee – Lease. If the box in § 3.5.2. is checked, Brokerage Firm will be paid a fee as follows, less any amounts paid by the listing brokerage firm or landlord:

7.2.1. Amount. \$ per square , or , except as provided in § 7.2.2.

7.2.2. Adjusted Amount. ☐ See § 21 (Additional Provisions) or ☐ Other

7.2.3. Other.

7.2.4. When Earned; When Payable – Lease. This Lease fee is earned upon the mutual execution of the Lease. One-half of this Lease fee is payable upon mutual execution of the Lease and one-half upon possession of the premises by tenant or as follows: . If the Lease, executed after the date of this Buyer Listing Contract, contains an option to extend or renew, or if Buyer expands into additional space within the building or complex where the Property is located, Brokerage Firm ☐ Will ☐ Will Not be paid a fee upon exercise of such extension or renewal option or expansion. If Brokerage Firm is to be paid a fee for such extension, renewal or expansion, the amount of such fee and its payment are as follows:

7.3. Who Will Pay Brokerage Firm's Success Fee.

☐ **7.3.1. Listing Brokerage Firm or Seller May Pay. Buyer IS Obligated to Pay.** Broker is authorized and instructed to request payment of Brokerage Firm's Success Fee from the listing brokerage firm or seller. Buyer is obligated to pay any portion of Brokerage Firm's Success Fee which is not paid by the listing brokerage firm or seller.

☐ **7.3.2. Buyer Will Pay.** Buyer is obligated to pay Brokerage Firm's Success Fee. Brokerage Firm is NOT entitled to receive additional compensation, bonuses or incentives from listing brokerage firm, seller or any other source.

☐ **7.3.3. Listing Brokerage Firm or Seller May Pay. Buyer is NOT Obligated to Pay.** Broker is authorized to obtain payment of Brokerage Firm's Success Fee from the listing brokerage firm or seller. Provided Buyer has fulfilled Buyer's obligations in this Buyer Listing Contract, Buyer is not obligated to pay Brokerage Firm's Success Fee.

If no box is checked above, then § 7.3.3. (Buyer is NOT Obligated to Pay) will apply.

7.4. Holdover Period. Brokerage Firm's Success Fee applies to Property contracted for (or leased if § 3.5.2. is checked) during the Listing Period of this Buyer Listing Contract or any extensions and also applies to Property contracted for or leased within calendar days after the Listing Period expires (Holdover Period) (1) if the Property is one on which Broker negotiated and (2) if Broker submitted its address or other description in writing to Buyer during the Listing Period (Submitted Property). However, Buyer ☐ Will ☐ Will Not owe the Brokerage Firm's Success Fee under §§ 7.1., 7.2., 7.3.1. and 7.3.2. as indicated if a commission is earned by another brokerage firm acting pursuant to an exclusive agreement with Buyer entered into during the Holdover Period, and a Purchase or Lease of the Submitted Property is consummated. If no box is checked in this § 7.4., then Buyer does not owe the Brokerage Firm's Success Fee to Brokerage Firm.

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

9. BUYER'S OBLIGATIONS TO BROKER. Buyer agrees to conduct all negotiations for the Property only through Broker and to refer to Broker all communications received in any form from brokers, prospective sellers, or any other source during the Term of this Buyer Listing Contract. Buyer represents that Buyer ☐ **Is** ☐ **Is Not** currently a party to any agreement with any other broker to represent or assist Buyer in the location or Purchase or Lease of Property. Buyer further represents that Buyer ☐ **Has** ☐ **Has Not** received a list of any "Submitted Property" pursuant to a previous listing agreement to purchase or lease Property with any other broker.

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

10.1. If Broker is in Default. In the event the Broker fails to substantially perform under this Buyer Listing Contract, Buyer has the right to cancel this Buyer Listing Contract, including all rights of Brokerage Firm to damages. Any rights of Buyer that accrued prior to cancellation will survive such cancellation.

10.2. If Buyer is in Default. In the event the Buyer fails to substantially perform under this Buyer Listing Contract including Buyer's failure to reasonably cooperate with Broker, Brokerage Firm may cancel this Buyer Listing Contract upon written notice to Buyer. Any rights of Brokerage Firm that accrued prior to cancellation will survive such cancellation to include Brokerage Firm's damages. Such damages may include, but are not limited to, the Broker's out-of-pocket costs or the amount of a commission Broker would have earned under § 7.

11. COST OF SERVICES OR PRODUCTS OBTAINED FROM OUTSIDE SOURCES. Broker will not obtain or order products or services from outside sources unless Buyer has agreed to pay for them promptly when due (e.g., surveys, radon tests, soil tests, title reports, engineering studies, property inspections). Neither Broker nor Brokerage Firm is obligated to advance funds for Buyer. Buyer must reimburse Brokerage Firm for payments made by Brokerage Firm for such products or services authorized by Buyer.

12. BROKERAGE SERVICES; SHOWING PROPERTIES.

12.1. Brokerage Services. The following additional tasks will be performed by Broker:

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

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

14. 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).

15. WIRE AND OTHER FRAUDS. Wire and other frauds occur in real estate transactions. Any time Buyer is supplying confidential information such as social security numbers or bank account numbers, Buyer should provide the information in person or in another secure manner.

16. REMOVAL OF MARKETING MATERIAL. Buyer acknowledges that marketing material used by the

seller and the seller's broker (e.g, videos, photos, etc.) may be difficult, if not impossible, to remove from syndicators and the Internet and releases Broker from any liability for Broker's inability to remove the information.

17. NONDISCRIMINATION. Buyer understands and agrees that the Broker may not violate federal, state, or local fair housing laws.

18. RECOMMENDATION OF LEGAL AND TAX COUNSEL. By signing this document, Buyer 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 Buyer Listing Contract.

19. MEDIATION. If a dispute arises relating to this Buyer Listing Contract, prior to or after closing, and is not resolved, the parties must 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, will 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 other party's last known address.

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

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

22. ATTACHMENTS. The following are a part of this Buyer Listing Contract:

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

24. NOTICE, DELIVERY AND CHOICE OF LAW.

24.1. Physical Delivery and Notice. Any document or notice to Brokerage Firm or Buyer must be in writing, except as provided in § 24.2, and is effective when physically received by such party, or any individual named in this Buyer Listing Contract to receive documents or notices for such party.

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

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

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

25. MODIFICATION OF THIS CONTRACT. No subsequent modification of any of the terms of this Buyer Listing Contract is valid, binding upon the parties, or enforceable unless in writing and signed by the parties.

26. COUNTERPARTS. This Buyer Listing Contract may be executed by each of the parties separately and when so executed by all the parties, such copies taken together are deemed to be a full and complete

contract between the parties.

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

28. COPY OF CONTRACT. Buyer acknowledges receipt of a copy of this Buyer Listing Contract signed by Broker, including all attachments.

29. 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.

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

Buyer:

Buyer: _____ Date: _____

Brokerage Firm:

Broker: _____ Date: _____

Marjorie Ann Watson

Brokerage Firm's Name: **XLV Realty Group, LLC d/b/a XLV Realty**

Brokerage Firm Address: **400 West Midland Avenue/Hwy 24 Ste 230 Woodland Park, CO 80863**

Broker Phone No.: **719-238-8508** Broker Fax No.:

Broker Email Address: **marjorie@xlvrealtygroup.com**

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