



RE/MAX
of Pueblo, Inc.

RE/MAX of Pueblo
511 W. 29th Street, Suite A Pueblo, CO 81008
David R. G. Webb
Ph: 719-248-9286 Fax: 719-546-1243

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (BC60-8-13) (Mandatory 1-14)

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: 4/13/2016

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, 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 is called Broker. 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 is a real estate brokerage firm with only one licensed natural person. References in this Buyer Listing Contract to Broker or Brokerage Firm mean both the licensed natural 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: *Jack Newbuyer and Jill Newbuyer*

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

3.2. Brokerage Firm: *RE/MAX of Pueblo*

3.3. Broker: *David R. G. Webb*

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

Not Applicable

3.5. Purchase; Lease.

3.5.1. Purchase 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. It also includes an agreement

71 to acquire any ownership interest in an entity that owns the Property.

72 **3.5.2.** If this box is checked, Buyer authorizes Broker to negotiate a lease of the Property.
73 Lease of the Property or Lease means any agreement between a landlord and the Buyer to create a
74 tenancy or leasehold interest in the Property.

75 **3.6. Listing Period.** The Listing Period of this Buyer Listing Contract begins on 4/13/2016, and
76 continues through the earlier of (1) completion of the Purchase of the Property or Lease of the Property or
77 (2) 12/31/2016, and any written extensions (Listing Period). Broker will continue to assist in the
78 completion of any purchase or lease for which compensation is payable to Brokerage Firm under § 7 of
79 this Buyer Listing Contract.

80 **3.7. Applicability of Terms.** A check or similar mark in a box means that such provision is
81 applicable. The abbreviation "N/A" or the word "Deleted" means not applicable. The abbreviation "MEC"
82 (mutual execution of this contract) means the date upon which both parties have signed this Buyer Listing
83 Contract.

84 **3.8. Day; Computation of Period of Days, Deadline.**

85 **3.8.1. Day.** As used in this Buyer Listing Contract, the term "day" means the entire day ending at
86 11:59 p.m., United States Mountain Time (Standard or Daylight Savings as applicable).

87 **3.8.2. Computation of Period of Days, Deadline.** In computing a period of days, when the
88 ending date is not specified, the first day is excluded and the last day is included, e.g., three days after
89 MEC. If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such
90 deadline **Will** **Will Not** be extended to the next day that is not a Saturday, Sunday or Holiday.
91 Should neither box be checked, the deadline will not be extended.

92 **4. BROKERAGE RELATIONSHIP.**

93 **4.1.** If the Buyer Agency box at the top of page 1 is checked, Broker represents Buyer as a Buyer's
94 limited agent (Buyer's Agent). If the Transaction-Brokerage box at the top of page 1 is checked, Broker
95 acts as a Transaction-Broker.

96 **4.2. In-Company Transaction — Different Brokers.** When the seller and Buyer in a transaction are
97 working with different brokers, those brokers continue to conduct themselves consistent with the brokerage
98 relationships they have established. Buyer acknowledges that Brokerage Firm is allowed to offer and pay
99 compensation to brokers within Brokerage Firm working with a seller.

100 **4.3. In-Company Transaction — One Broker.** If the seller and Buyer are both working with the same
101 Broker, Broker will function as:

102 **4.3.1. Buyer's Agent.** If the Buyer Agency box at the top of page 1 is checked, the parties agree
103 the following applies:

104 **4.3.1.1. Buyer Agency Only.** Unless the box in § 4.3.1.2 (**Buyer Agency Unless
105 Brokerage Relationship with Both**) is checked, Broker represents Buyer as Buyer's Agent and must treat
106 the seller as a customer. A customer is a party to a transaction with whom Broker has no brokerage
107 relationship. Broker must disclose to such customer Broker's relationship with Buyer.

108 **4.3.1.2. Buyer Agency Unless Brokerage Relationship with Both.** If this box is checked,
109 Broker represents Buyer as Buyer's Agent and must treat the seller as a customer, unless Broker currently
110 has or enters into an agency or Transaction-Brokerage relationship with the seller, in which case Broker
111 must act as a Transaction-Broker.

112 **4.3.2. Transaction-Broker.** If the Transaction-Brokerage box at the top of page 1 is checked, or in
113 the event neither box is checked, Broker must work with Buyer as a Transaction-Broker. A Transaction-
114 Broker must perform the duties described in § 5 and facilitate purchase transactions without being an
115 advocate or agent for either party. If the seller and Buyer are working with the same broker, Broker must
116 continue to function as a Transaction-Broker.

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

119 **5.1.** Broker must exercise reasonable skill and care for Buyer, including but not limited to the
120 following:

121 **5.1.1.** Performing the terms of any written or oral agreement with Buyer;

- 141 **5.1.2.** Presenting all offers to and from Buyer in a timely manner regardless of whether Buyer is
142 already a party to a contract to Purchase the Property;
143 **5.1.3.** Disclosing to Buyer adverse material facts actually known by Broker;
144 **5.1.4.** Advising Buyer regarding the transaction and advising Buyer to obtain expert advice as to
145 material matters about which Broker knows but the specifics of which are beyond the expertise of Broker;
146 **5.1.5.** Accounting in a timely manner for all money and property received; and
147 **5.1.6.** Keeping Buyer fully informed regarding the transaction.
148
149 **5.2.** Broker must not disclose the following information without the informed consent of Buyer:
150 **5.2.1.** That Buyer is willing to pay more than the purchase price offered for the Property;
151 **5.2.2.** What Buyer's motivating factors are;
152 **5.2.3.** That Buyer will agree to financing terms other than those offered; or
153 **5.2.4.** Any material information about Buyer unless disclosure is required by law or failure to
154 disclose such information would constitute fraud or dishonest dealing.
155
156 **5.3.** Buyer consents to Broker's disclosure of Buyer's confidential information to the supervising broker
157 or designee for the purpose of proper supervision, provided such supervising broker or designee does not
158 further disclose such information without consent of Buyer, or use such information to the detriment of
159 Buyer.
160
161 **5.4.** Broker may show properties in which Buyer is interested to other prospective buyers without
162 breaching any duty or obligation to Buyer. Broker is not prohibited from showing competing buyers the
163 same property and from assisting competing buyers in attempting to purchase a particular property.
164
165 **5.5.** Broker is not obligated to seek other properties while Buyer is already a party to a contract to
166 purchase property.
167
168 **5.6.** Broker has no duty to conduct an independent inspection of the Property for the benefit of Buyer
169 and has no duty to independently verify the accuracy or completeness of statements made by a seller or
170 independent inspectors. Broker has no duty to conduct an independent investigation of Buyer's financial
171 condition or to verify the accuracy or completeness of any statement made by Buyer.
172
173 **5.7.** Broker must disclose to any prospective seller all adverse material facts actually known by Broker,
174 including but not limited to adverse material facts concerning Buyer's financial ability to perform the
175 terms of the transaction and whether Buyer intends to occupy the Property as a principal residence.
176
177 **5.8.** Buyer understands that Buyer is not liable for Broker's acts or omissions that have not been
178 approved, directed or ratified by Buyer.
179
180

181
182
183 **6. ADDITIONAL DUTIES OF BUYER'S AGENT.** If the Buyer Agency box at the top of page 1 is checked,
184 Broker is Buyer's Agent, with the following additional duties:

- 185 **6.1.** Promoting the interests of Buyer with the utmost good faith, loyalty and fidelity;
186 **6.2.** Seeking a price and terms that are acceptable to Buyer; and
187 **6.3.** Counseling Buyer as to any material benefits or risks of a transaction that are actually known by
188 Broker.
189

190
191 **7. COMPENSATION TO BROKERAGE FIRM.** In consideration of the services to be performed by Broker,
192 Brokerage Firm will be paid as set forth in this section, with no discount or allowance for any efforts made
193 by Buyer or any other person. Brokerage Firm is entitled to receive additional compensation, bonuses,
194 and incentives paid by listing brokerage firm or seller. Broker will inform Buyer of the fee to be paid to
195 Brokerage Firm and, if there is a written agreement, Broker will supply a copy to Buyer, upon written
196 request of Buyer.
197

198
199 **7.1. Brokerage Firm's Fee - Purchase.**

200 **Check Compensation Arrangement:**

201 **7.1.1. Success Fee.** Brokerage Firm will be paid as follows:

202 **7.1.1.1. Amount.** A fee equal to Not Applic % of the purchase price, but not less than
203 \$ Not Applicable, except as provided in § 7.1.1.2.
204

205 **7.1.1.2. Adjusted Amount.** § 19. (Additional Provisions) or Other Not
206 Applicable.
207

208 **7.1.1.3. When Earned; When Payable - Purchase.** The Success Fee is earned by
209
210

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

216
217 **7.1.2. Hourly Fee.** Brokerage Firm will be paid \$ Not Applicable per hour for time spent by
218 Broker pursuant to this Buyer Listing Contract, up to a maximum total fee of \$ Not Applicab. This hourly
219 fee is payable to Brokerage Firm upon receipt of an invoice from Brokerage Firm.

220
221 **7.1.3. Retainer Fee.** Buyer will pay Brokerage Firm a nonrefundable retainer fee of \$ Not
222 Applicable due and payable upon signing of this Buyer Listing Contract. This amount will will Not
223 be credited against other fees payable to Brokerage Firm under this section.

224
225 **7.1.4. Other Compensation.**
226 Not Applicable.

227
228 **7.2. Brokerage Firm's Fee — Lease.** If the box in § 3.5.2 is checked, Brokerage Firm will be paid
229 a fee as follows, less any amounts paid by the listing brokerage firm or landlord:

230
231 **7.2.1. Amount.** \$ Not Applicable per square foot per Not Applicable, or Not
232 Applicable, except as provided in § 7.2.2.

233
234 **7.2.2. Adjusted Amount.** See §19. (Additional Provisions) or Other Not
235 Applicable.

236
237 **7.2.3. Other.** Not Applicable.

238
239 **7.2.4. When Earned; When Payable - Lease.** This Lease fee is earned upon the mutual
240 execution of the Lease. One-half of this Lease fee is payable upon mutual execution of the Lease and
241 one-half upon possession of the premises by tenant or as follows: Not Applicable. If the Lease,
242 executed after the date of this Buyer Listing Contract, contains an option to extend or renew, or if Buyer
243 expands into additional space within the building or complex where the Property is located, Brokerage
244 Firm Will Will Not be paid a fee upon exercise of such extension or renewal option or expansion. If
245 Brokerage Firm is to be paid a fee for such extension, renewal or expansion, the amount of such fee and
246 its payment are as follows:

247
248 Not Applicable.

249
250 **7.3. Who Will Pay Brokerage Firm's Fee.**

251 **7.3.1. Listing Brokerage Firm or Seller May Pay. Buyer IS Obligated to Pay.** Broker is
252 authorized and instructed to request payment of Brokerage Firm's fee from the listing brokerage firm or
253 seller. Buyer is obligated to pay any portion of Brokerage Firm's fee which is not paid by the listing
254 brokerage firm or seller.

255
256 **7.3.2. Buyer Will Pay.** Buyer is obligated to pay Brokerage Firm's fee.

257
258 **7.3.3. Listing Brokerage Firm or Seller May Pay. Buyer is NOT Obligated to Pay.** Broker is
259 authorized to obtain payment of Brokerage Firm's fee from the listing brokerage firm or seller. Provided
260 Buyer has fulfilled Buyer's obligations in this Buyer Listing Contract, Buyer is **not** obligated to pay
261 Brokerage Firm's fee.

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

263
264 **7.4. Holdover Period.** Brokerage Firm's fee applies to Property contracted for (or leased if § 3.5.2
265 is checked) during the Term of this Buyer Listing Contract or any extensions and also applies to Property
266 contracted for or leased within 30 calendar days after the Listing Period expires (Holdover Period) (1) if the
267 Property is one on which Broker negotiated and (2) if Broker submitted its address or other description in
268 writing to Buyer during the Listing Period, (Submitted Property). Provided, however, Buyer Will Will
269 **Not** owe the compensation under §§ 7.1, 7.2, 7.3.1 and 7.3.2 as indicated, if a commission is earned by
270 another real estate brokerage firm acting pursuant to an exclusive agreement with Buyer entered into
271 during the Holdover Period, and a Sale or Lease of the Submitted Property is consummated. If no box is
272 checked in this § 7.4, then Buyer does not owe the commission to Brokerage Firm.

281 **8. LIMITATION ON THIRD-PARTY COMPENSATION.** Neither Broker nor Brokerage Firm, except as set
282 forth in § 7, will accept compensation from any other person or entity in connection with the Property
283 without the written consent of Buyer. Additionally, neither Broker nor Brokerage Firm is permitted to assess
284 and receive mark-ups or other compensation for services performed by any third party or affiliated business
285 entity unless Buyer signs a separate written consent for such services.
286
287

288 **9. BUYER'S OBLIGATIONS TO BROKER.** Buyer agrees to conduct all negotiations for the Property only
289 through Broker and to refer to Broker all communications received in any form from real estate brokers,
290 prospective sellers, or any other source during the Term of this Buyer Listing Contract. Buyer represents
291 that Buyer Is Is Not currently a party to any agreement with any other broker to represent or assist
292 Buyer in the location or Purchase of Property.
293
294
295

296 **10. RIGHT OF PARTIES TO CANCEL.**

297 **10.1. Right of Buyer to Cancel.** In the event Broker defaults under this Buyer Listing Contract,
298 Buyer has the right to cancel this Buyer Listing Contract, including all rights of Brokerage Firm to any
299 compensation if the Buyer Agency box at the top of page 1 is checked. Examples of a Broker default
300 include, but are not limited to (1) abandonment of Buyer, (2) failure to fulfill all material obligations of
301 Broker and (3) failure to fulfill all material Uniform Duties (§ 5) or, if the Buyer Agency box at the top of
302 page 1 is checked, the failure to fulfill all material Additional Duties Of Buyer's Agent (§ 6). Any rights of
303 Buyer that accrued prior to cancellation will survive such cancellation.
304
305

306 **10.2. Right of Broker to Cancel.** Brokerage Firm may cancel this Buyer Listing Contract upon
307 written notice to Buyer if Buyer fails to reasonably cooperate with Broker or Buyer defaults under this
308 Buyer Listing Contract. Any rights of Brokerage Firm that accrued prior to cancellation will survive such
309 cancellation.
310
311

312 **11. COST OF SERVICES OR PRODUCTS OBTAINED FROM OUTSIDE SOURCES.** Broker will not obtain
313 or order products or services from outside sources unless Buyer has agreed to pay for them promptly when
314 due
315 (e.g., surveys, radon tests, soil tests, title reports, engineering studies, property inspections). Neither Broker
316 nor Brokerage Firm is obligated to advance funds for Buyer. Buyer must reimburse Brokerage Firm for
317 payments made by Brokerage Firm for such products or services authorized by Buyer.
318
319
320
321

322 **12. BROKERAGE SERVICES; SHOWING PROPERTIES.**

323 **12.1. Brokerage Services.** The following additional tasks will be performed by Broker:

324 ***Not Applicable***

325 **12.2. Showing Properties.** Buyer acknowledges that Broker has explained the possible methods
326 used by listing brokers and sellers to show properties, and the limitations (if any) on Buyer and Broker
327 being able to access properties due to such methods. Broker's limitations on accessing premises are as
328 follows:
329
330

331 ***daylight showings only***. Broker, through Brokerage Firm, has access to the following multiple listing
332 services and property information services:
333

334 ***Pueblo MLS***
335

336 **13. DISCLOSURE OF BUYER'S IDENTITY.** Broker Does Does Not have Buyer's permission to
337 disclose Buyer's identity to third parties without prior written consent of Buyer.
338
339
340

341 **14. DISCLOSURE OF SETTLEMENT SERVICE COSTS.** Buyer acknowledges that costs, quality, and
342 extent of service vary between different settlement service providers (e.g., attorneys, lenders, inspectors
343 and title companies).
344

345 **15. NONDISCRIMINATION.** The parties agree not to discriminate unlawfully against any prospective
346 seller because of the race, creed, color, sex, sexual orientation, marital status, familial status, physical or
347 mental disability, handicap, religion, national origin or ancestry of such person.
348
349
350

351
352
353
354
355
356
357
358
359
360
361
362
363
364
365
366
367
368
369
370
371
372
373
374
375
376
377
378
379
380
381
382
383
384
385
386
387
388
389
390
391
392
393
394
395
396
397
398
399
400
401
402
403
404
405
406
407
408
409
410
411
412
413
414
415
416
417
418
419
420

16. 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.

17. 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.

18. 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.

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

Not Applicable

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

Not Applicable

21. NOTICE, DELIVERY AND CHOICE OF LAW.

21.1. Physical Delivery. All notices must be in writing, except as provided in § 21.2. Any document, including a signed document or notice, delivered to the other party to this Buyer Listing Contract, is effective upon physical receipt. Delivery to Buyer is effective when physically received by Buyer, any signator on behalf of Buyer, any named individual of Buyer or representative of Buyer.

21.2. Electronic Delivery. As an alternative to physical delivery, any document, including a signed document or written notice may be delivered in electronic form only by the following indicated methods: Facsimile E-mail Internet. If no box is checked, this § 21.2 is not applicable and § 21.1 governs notice and delivery. Documents with original signatures will be provided upon request of any party.

21.3. 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 this state for property located in Colorado.

22. 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.

23. 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.

24. 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.

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

421
422
423
424
425
426
427
428
429
430
431
432
433
434
435
436
437

26. 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.

Date: _____

Buyer: **Jack Newbuyer**
Address: **10 E West Street Pueblo CO 81001**
Phone: **709-086-0684** Fax:
Electronic Address: **Jack&Jill@homebuyer.us**

Date: _____

Buyer: **Jill Newbuyer**
Address: **10 E West Street Pueblo CO 81001**
Phone: **719-084-3268** Fax:
Electronic Address: **Jill&Jack@homebuyer.us**



Date: **4/13/2016**

Broker: **David R. G. Webb**
Brokerage Firm.s Name: **RE/MAX of Pueblo**
Address: **511 W. 29th Street, Suite A Pueblo, CO 81008**
Ph: **719-248-9286** Fax: **719-546-1243** Electronic Address: **David@DavidRGWebb.com**

BC60-8-13" EXCLUSIVE RIGHT-TO-BUY LISTING CONTRACT
CTM eContracts - ©2016 CTM Software Corp.