

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: \_\_\_\_\_

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

**3.2. Brokerage Firm:** \_\_\_\_\_

**3.3. Broker:** \_\_\_\_\_

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

#### 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 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 the 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 the Property or Lease of the 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).

53           **3.8.2. Computation of Period of Days, Deadline.** In computing a period of days, when the ending date is not  
54 specified, the first day is excluded and the last day is included, e.g., three days after MEC. If any deadline falls on a Saturday,  
55 Sunday or federal or Colorado state holiday (Holiday), such deadline  Will  Will Not be extended to the next day that is not  
56 a Saturday, Sunday or Holiday. Should neither box be checked, the deadline will not be extended.

57 **4. BROKERAGE RELATIONSHIP.**

58           **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  
59 Agent). If the Transaction-Brokerage box at the top of page 1 is checked, Broker acts as a Transaction-Broker.

60           **4.2. In-Company Transaction – Different Brokers.** When the seller and Buyer in a transaction are working with different  
61 brokers, those brokers continue to conduct themselves consistent with the brokerage relationships they have established. Buyer  
62 acknowledges that Brokerage Firm is allowed to offer and pay compensation to brokers within Brokerage Firm working with a  
63 seller.

64           **4.3. In-Company Transaction – One Broker.** If the seller and Buyer are both working with the same Broker, Broker will  
65 function as:

66           **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:

67           **4.3.1.1. Buyer Agency Only.** Unless the box in § 4.3.1.2 (**Buyer Agency Unless Brokerage Relationship**  
68 **with Both**) is checked, Broker represents Buyer as Buyer's Agent and must treat the seller as a customer. A customer is a party to  
69 a transaction with whom Broker has no brokerage relationship. Broker must disclose to such customer Broker's relationship with  
70 Buyer.

71            **4.3.1.2. Buyer Agency Unless Brokerage Relationship with Both.** If this box is checked, Broker  
72 represents Buyer as Buyer's Agent and must treat the seller as a customer, unless Broker currently has or enters into an agency or  
73 Transaction-Brokerage relationship with the seller, in which case Broker must act as a Transaction-Broker.

74           **4.3.2. Transaction-Broker.** If the Transaction-Brokerage box at the top of page 1 is checked, or in the event neither  
75 box is checked, Broker must work with Buyer as a Transaction-Broker. A Transaction-Broker must perform the duties described in  
76 § 5 and facilitate purchase transactions without being an advocate or agent for either party. If the seller and Buyer are working  
77 with the same broker, Broker must continue to function as a Transaction-Broker.

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

80           **5.1.** Broker must exercise reasonable skill and care for Buyer, including but not limited to the following:

81           **5.1.1.** Performing the terms of any written or oral agreement with Buyer;

82           **5.1.2.** Presenting all offers to and from Buyer in a timely manner regardless of whether Buyer is already a party to a  
83 contract to Purchase the Property;

84           **5.1.3.** Disclosing to Buyer adverse material facts actually known by Broker;

85           **5.1.4.** Advising Buyer regarding the transaction and advising Buyer to obtain expert advice as to material matters  
86 about which Broker knows but the specifics of which are beyond the expertise of Broker;

87           **5.1.5.** Accounting in a timely manner for all money and property received; and

88           **5.1.6.** Keeping Buyer fully informed regarding the transaction.

89           **5.2.** Broker must not disclose the following information without the informed consent of Buyer:

90           **5.2.1.** That Buyer is willing to pay more than the purchase price offered for the Property;

91           **5.2.2.** What Buyer's motivating factors are;

92           **5.2.3.** That Buyer will agree to financing terms other than those offered; or

93           **5.2.4.** Any material information about Buyer unless disclosure is required by law or failure to disclose such  
94 information would constitute fraud or dishonest dealing.

95           **5.3.** Buyer consents to Broker's disclosure of Buyer's confidential information to the supervising broker or designee for the  
96 purpose of proper supervision, provided such supervising broker or designee does not further disclose such information without  
97 consent of Buyer, or use such information to the detriment of Buyer.

98           **5.4.** Broker may show properties in which Buyer is interested to other prospective buyers without breaching any duty or  
99 obligation to Buyer. Broker is not prohibited from showing competing buyers the same property and from assisting competing  
100 buyers in attempting to purchase a particular property.

101           **5.5.** Broker is not obligated to seek other properties while Buyer is already a party to a contract to purchase property.

102           **5.6.** Broker has no duty to conduct an independent inspection of the Property for the benefit of Buyer and has no duty to  
103 independently verify the accuracy or completeness of statements made by a seller or independent inspectors. Broker has no duty to  
104 conduct an independent investigation of Buyer's financial condition or to verify the accuracy or completeness of any statement  
105 made by Buyer.

106           **5.7.** Broker must disclose to any prospective seller all adverse material facts actually known by Broker, including but not  
107 limited to adverse material facts concerning Buyer's financial ability to perform the terms of the transaction and whether Buyer  
108 intends to occupy the Property as a principal residence.

109 **5.8.** Buyer understands that Buyer is not liable for Broker's acts or omissions that have not been approved, directed or  
110 ratified by Buyer.

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

- 113 **6.1.** Promoting the interests of Buyer with the utmost good faith, loyalty and fidelity;
- 114 **6.2.** Seeking a price and terms that are acceptable to Buyer; and
- 115 **6.3.** Counseling Buyer as to any material benefits or risks of a transaction that are actually known by Broker.

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

121 **7.1. Brokerage Firm's Fee - Purchase.**

122 **Check Compensation Arrangement:**

123  **7.1.1. Success Fee.** Brokerage Firm will be paid as follows:

124 **7.1.1.1. Amount.** A fee equal to \_\_\_\_\_% of the purchase price, but not less than \$ \_\_\_\_\_, except  
125 as provided in § 7.1.1.2.

126 **7.1.1.2. Adjusted Amount.**  See § 19 (Additional Provisions) or  Other \_\_\_\_\_.

127 **7.1.1.3. When Earned; When Payable - Purchase.** The Success Fee is earned by Brokerage Firm upon the  
128 Purchase of the Property and is payable upon closing of the transaction. If any transaction fails to close as a result of the seller's  
129 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  
130 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  
131 date that the closing of the transaction was to have occurred.

132  **7.1.2. Hourly Fee.** Brokerage Firm will be paid \$ \_\_\_\_\_ per hour for time spent by Broker pursuant to this  
133 Buyer Listing Contract, up to a maximum total fee of \$ \_\_\_\_\_. This hourly fee is payable to Brokerage Firm upon receipt of  
134 an invoice from Brokerage Firm.

135  **7.1.3. Retainer Fee.** Buyer will pay Brokerage Firm a nonrefundable retainer fee of \$ \_\_\_\_\_ due and payable  
136 upon signing of this Buyer Listing Contract. This amount  Will  Will Not be credited against other fees payable to Brokerage  
137 Firm under this section.

138  **7.1.4. Other Compensation.** \_\_\_\_\_.

139 **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  
140 amounts paid by the listing brokerage firm or landlord:

141 **7.2.1. Amount.** \$ \_\_\_\_\_ per square foot per \_\_\_\_\_, or \_\_\_\_\_, except as  
142 provided in § 7.2.2.

143 **7.2.2. Adjusted Amount.**  See § 19 (Additional Provisions) or  Other \_\_\_\_\_.

144 **7.2.3. Other.** \_\_\_\_\_.

145 **7.2.4. When Earned; When Payable - Lease.** This Lease fee is earned upon the mutual execution of the Lease.  
146 One-half of this Lease fee is payable upon mutual execution of the Lease and one-half upon possession of the premises by tenant  
147 or as follows: \_\_\_\_\_.

148 \_\_\_\_\_ If the Lease, executed after the date of this Buyer Listing Contract, contains an option to extend or renew, or if Buyer  
149 expands into additional space within the building or complex where the Property is located, Brokerage Firm  Will  Will Not  
150 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  
151 extension, renewal or expansion, the amount of such fee and its payment are as follows: \_\_\_\_\_.

152 **7.3. Who Will Pay Brokerage Firm's Fee.**

153  **7.3.1. Listing Brokerage Firm or Seller May Pay. Buyer IS Obligated to Pay.** Broker is authorized and instructed  
154 to request payment of Brokerage Firm's fee from the listing brokerage firm or seller. Buyer is obligated to pay any portion of  
155 Brokerage Firm's fee which is not paid by the listing brokerage firm or seller.

156  **7.3.2. Buyer Will Pay.** Buyer is obligated to pay Brokerage Firm's fee.

157  **7.3.3. Listing Brokerage Firm or Seller May Pay. Buyer is NOT Obligated to Pay.** Broker is authorized to obtain  
158 payment of Brokerage Firm's fee from the listing brokerage firm or seller. Provided Buyer has fulfilled Buyer's obligations in this  
159 Buyer Listing Contract, Buyer is **not** obligated to pay Brokerage Firm's fee.

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

161 **7.4. Holdover Period.** Brokerage Firm's fee applies to Property contracted for (or leased if § 3.5.2 is checked) during the  
162 Term of this Buyer Listing Contract or any extensions and also applies to Property contracted for or leased within \_\_\_ calendar  
163 days after the Listing Period expires (Holdover Period) (1) if the Property is one on which Broker negotiated and (2) if Broker  
164 submitted its address or other description in writing to Buyer during the Listing Period, (Submitted Property). Provided, however,  
165 Buyer  Will  Will Not owe the compensation under §§ 7.1, 7.2, 7.3.1 and 7.3.2 as indicated, if a commission is earned by

166 another real estate brokerage firm acting pursuant to an exclusive agreement with Buyer entered into during the Holdover Period,  
167 and a Sale or Lease of the Submitted Property is consummated. If no box is checked in this § 7.4, then Buyer does not owe the  
168 commission to Brokerage Firm.

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

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

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

178 **10.1. Right of Buyer to Cancel.** In the event Broker defaults under this Buyer Listing Contract, Buyer has the right to  
179 cancel this Buyer Listing Contract, including all rights of Brokerage Firm to any compensation if the Buyer Agency box at the top  
180 of page 1 is checked. Examples of a Broker default include, but are not limited to (1) abandonment of Buyer, (2) failure to fulfill  
181 all material obligations of Broker and (3) failure to fulfill all material Uniform Duties (§ 5) or, if the Buyer Agency box at the top  
182 of page 1 is checked, the failure to fulfill all material Additional Duties Of Buyer's Agent (§ 6). Any rights of Buyer that accrued  
183 prior to cancellation will survive such cancellation.

184 **10.2. Right of Broker to Cancel.** Brokerage Firm may cancel this Buyer Listing Contract upon written notice to Buyer if  
185 Buyer fails to reasonably cooperate with Broker or Buyer defaults under this Buyer Listing Contract. Any rights of Brokerage  
186 Firm that accrued prior to cancellation will survive such cancellation.

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

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

193 **12.1. Brokerage Services.** The following additional tasks will be performed by Broker:

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195  
196  
197 **12.2. Showing Properties.** Buyer acknowledges that Broker has explained the possible methods used by listing brokers and  
198 sellers to show properties, and the limitations (if any) on Buyer and Broker being able to access properties due to such methods.  
199 Broker's limitations on accessing properties are as follows: \_\_\_\_\_  
200 Broker, through Brokerage Firm, has access to the following multiple listing services and property information services:  
201 \_\_\_\_\_

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

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

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

209 **16. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this document, Buyer acknowledges that Broker has  
210 advised that this document has important legal consequences and has recommended consultation with legal and tax or other counsel  
211 before signing this Buyer Listing Contract.

212 **17. MEDIATION.** If a dispute arises relating to this Buyer Listing Contract, prior to or after closing, and is not resolved, the  
213 parties must first proceed in good faith to submit the matter to mediation. Mediation is a process in which the parties meet with an  
214 impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The

215 parties to the dispute must agree, in writing, before any settlement is binding. The parties will jointly appoint an acceptable  
216 mediator and will share equally in the cost of such mediation. The mediation, unless otherwise agreed, will terminate in the event  
217 the entire dispute is not resolved within 30 calendar days of the date written notice requesting mediation is delivered by one party  
218 to the other at the other party's last known address.

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

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

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227

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

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230  
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232 **21. NOTICE, DELIVERY AND CHOICE OF LAW.**

233 **21.1. Physical Delivery.** All notices must be in writing, except as provided in § 21.2. Any document, including a signed  
234 document or notice, delivered to the other party to this Buyer Listing Contract, is effective upon physical receipt. Delivery to  
235 Buyer is effective when physically received by Buyer, any signator on behalf of Buyer, any named individual of Buyer or  
236 representative of Buyer.

237 **21.2. Electronic Delivery.** As an alternative to physical delivery, any document, including a signed document or written  
238 notice may be delivered in electronic form only by the following indicated methods:  **Facsimile**  **Email**  **Internet.** If no  
239 box is checked, this § 21.2 is not applicable and § 21.1 governs notice and delivery. Documents with original signatures will be  
240 provided upon request of any party.

241 **21.3. Choice of Law.** This Buyer Listing Contract and all disputes arising hereunder are governed by and construed in  
242 accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in this state  
243 for property located in Colorado.

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

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

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

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

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

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

Buyer's Name: \_\_\_\_\_ Broker's Name: \_\_\_\_\_

\_\_\_\_\_  
Buyer's Signature Date Broker's Signature Date

Address: \_\_\_\_\_ Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Phone No.: \_\_\_\_\_  
Fax No.: \_\_\_\_\_  
Electronic Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Phone No.: \_\_\_\_\_  
Fax No.: \_\_\_\_\_  
Electronic Address: \_\_\_\_\_

Brokerage  
Firm's Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Phone No.: \_\_\_\_\_  
Fax No.: \_\_\_\_\_  
Electronic Address: \_\_\_\_\_

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Sample