



## Section 3 Handout: Real Estate and Homeowner's Insurance

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

**BROKERAGE DISCLOSURE TO**  
 BUYER    TENANT

**DEFINITIONS OF WORKING RELATIONSHIPS**

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

**Seller's Agent:** A seller's agent works solely on behalf of the seller to promote the interests of the seller with the utmost good faith, loyalty and fidelity. The agent negotiates on behalf of and acts as an advocate 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.

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**RELATIONSHIP BETWEEN BROKER AND BUYER**

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

\_\_\_\_\_ or real estate which substantially meets the following requirements:

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

**CHECK ONE BOX ONLY:**

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

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

**CHECK ONE BOX ONLY:**

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

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

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

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

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

**THIS IS NOT A CONTRACT.**

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

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

**BUYER ACKNOWLEDGMENT:**

Buyer acknowledges receipt of this document on \_\_\_\_\_.

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Buyer

**BROKER ACKNOWLEDGMENT:**

On \_\_\_\_\_, Broker provided \_\_\_\_\_ (Buyer) with

this document via \_\_\_\_\_ and retained a copy for Broker's records.

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

\_\_\_\_\_  
Broker



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

3  
4 **THIS IS A BINDING CONTRACT. THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD**  
5 **CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.**

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

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

9  
10 **EXCLUSIVE RIGHT-TO-BUY LISTING CONTRACT**

11  **BUYER AGENCY**     **TRANSACTION-BROKERAGE**

12 Date: \_\_\_\_\_

13  
14  
15 **1. AGREEMENT.** Buyer and Brokerage Firm enter into this exclusive, irrevocable contract (Buyer Listing Contract) and agree  
16 to its provisions. Broker, on behalf of Brokerage Firm, agrees to provide brokerage services to Buyer. Brokerage Firm will receive  
17 compensation as set forth in this Buyer Listing Contract.

18 **2. BROKER AND BROKERAGE FIRM.**

19  **2.1. Multiple-Person Firm.** If this box is checked, the individual designated by Brokerage Firm to serve as the broker of  
20 Buyer and to perform the services for Buyer required by this Buyer Listing Contract is called Broker. If more than one individual  
21 is so designated, then references in this Buyer Listing Contract to Broker includes all persons so designated, including substitute or  
22 additional brokers. The brokerage relationship exists only with Broker and does not extend to the employing broker, Brokerage  
23 Firm or to any other brokers employed or engaged by Brokerage Firm who are not so designated.

24  **2.2. One-Person Firm.** If this box is checked, Broker is a real estate brokerage firm with only one licensed natural person.  
25 References in this Buyer Listing Contract to Broker or Brokerage Firm mean both the licensed natural person and brokerage firm,  
26 who serve as the broker of Buyer and perform the services for Buyer required by this Buyer Listing Contract.

27 **3. DEFINED TERMS.**

28 **3.1. Buyer:** \_\_\_\_\_  
29 and any other person or entity on whose behalf the named party acts, directly or indirectly, to Purchase the Property.

30 **3.2. Brokerage Firm:** \_\_\_\_\_

31 **3.3. Broker:** \_\_\_\_\_

32 **3.4. Property.** Property means real estate which substantially meets the following requirements or similar real estate  
33 acceptable to Buyer:

34  
35  
36  
37 **3.5. Purchase; Lease.**

38 **3.5.1.** Purchase means the acquisition of any interest in the Property or the creation of the right to acquire any  
39 interest in the Property, including a contract or lease. It also includes an agreement to acquire any ownership interest in an entity  
40 that owns the Property.

41  **3.5.2.** If this box is checked, Buyer authorizes Broker to negotiate a lease of the Property. Lease of the Property or  
42 Lease means any agreement between a landlord and the Buyer to create a tenancy or leasehold interest in the Property.

43 **3.6. Listing Period.** The Listing Period of this Buyer Listing Contract begins on \_\_\_\_\_, and continues through the  
44 earlier of (1) completion of the Purchase of the Property or Lease of the Property or (2) \_\_\_\_\_,  
45 and any written extensions (Listing Period). Broker will continue to assist in the completion of any purchase or lease for which  
46 compensation is payable to Brokerage Firm under § 7 of this Buyer Listing Contract.

47 **3.7. Applicability of Terms.** A check or similar mark in a box means that such provision is applicable. The abbreviation  
48 "N/A" or the word "Deleted" means not applicable. The abbreviation "MEC" (mutual execution of this contract) means the date upon  
49 which both parties have signed this Buyer Listing Contract.

50 **3.8. Day; Computation of Period of Days, Deadline.**

51 **3.8.1. Day.** As used in this Buyer Listing Contract, the term "day" means the entire day ending at 11:59 p.m.,  
52 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 § 18 (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 § 18. (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:  
194  
195

196 **12.2. Showing Properties.** Buyer acknowledges that Broker has explained the possible methods used by listing brokers and  
197 sellers to show properties, and the limitations (if any) on Buyer and Broker being able to access properties due to such methods.  
198 Broker's limitations on accessing properties are as follows: \_\_\_\_\_  
199 Broker, through Brokerage Firm, has access to the following multiple listing services and property information services:  
200 \_\_\_\_\_  
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.)  
223  
224  
225  
226  
227

228 **20. ATTACHMENTS.** The following are a part of this Buyer Listing Contract:  
229  
230  
231

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: \_\_\_\_\_

255

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.  
(CBS1-6-23) (Available 8-23, Mandatory 1-24)

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

## CONTRACT TO BUY AND SELL REAL ESTATE (RESIDENTIAL)

Date: \_\_\_\_\_

### AGREEMENT

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

**2. PARTIES AND PROPERTY.**

**2.1. Buyer.** \_\_\_\_\_ (Buyer) will take title to the Property described below as  **Joint Tenants**  **Tenants In Common**  **Other** \_\_\_\_\_.

**2.2. No Assignability.** This Contract **IS NOT** assignable by Buyer unless otherwise specified in **Additional Provisions**.

**2.3. Seller.** \_\_\_\_\_ (Seller) is the current owner of the Property described below.

**2.4. Property.** The Property is the following legally described real estate in the County of \_\_\_\_\_, Colorado (insert legal description):

known as: \_\_\_\_\_,  
Street Address City State Zip

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

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

**2.5.1. Inclusions – Attached.** If attached to the Property on the date of this Contract, the following items are included unless excluded under **Exclusions**: lighting, heating, plumbing, ventilating and air conditioning units, TV antennas, inside telephone, network and coaxial (cable) wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, built-in kitchen appliances, sprinkler systems and controls, built-in vacuum systems (including accessories) and garage door openers (including \_\_\_\_\_ remote controls). If checked, the following are owned by the Seller and included:  **Solar Panels**  **Water Softeners**  **Security Systems**  **Satellite Systems** (including satellite dishes). Leased items should be listed under § 2.5.7. (Leased Items). If any additional items are attached to the Property after the date of this Contract, such additional items are also included in the Purchase Price.

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

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

If the box is checked, Buyer and Seller have concurrently entered into a separate agreement for additional personal property outside of this Contract.

53                   **2.5.4. Encumbered Inclusions.** Any Inclusions owned by Seller (e.g., owned solar panels) must be conveyed at  
54 Closing by Seller free and clear of all taxes (except personal property and general real estate taxes for the year of Closing), liens and  
55 encumbrances, except:  
56  
57

58  
59                   **2.5.5. Personal Property Conveyance.** Conveyance of all personal property will be by bill of sale or other  
60 applicable legal instrument.

61                   **2.5.6. Parking and Storage Facilities.** The use or ownership of the following parking facilities:  
62 \_\_\_\_\_; and the use or ownership of the following storage facilities: \_\_\_\_\_.

63 Note to Buyer: If exact rights to the parking and storage facilities is a concern to Buyer, Buyer should investigate.

64                   **2.5.7. Leased Items.** The following personal property is currently leased to Seller which will be transferred to Buyer  
65 at Closing (Leased Items):  
66  
67

68  
69  
70                   **2.6. Exclusions.** The following items are excluded (Exclusions):  
71  
72

73  
74                   **2.7. Water Rights/Well Rights.**

75                    **2.7.1. Deeded Water Rights.** The following legally described water rights:  
76  
77

78  
79                   Any deeded water rights will be conveyed by a good and sufficient \_\_\_\_\_ deed at Closing.

80                    **2.7.2. Other Rights Relating to Water.** The following rights relating to water not included in §§ 2.7.1., 2.7.3. and  
81 2.7.4., will be transferred to Buyer at Closing:  
82  
83

84  
85                    **2.7.3. Well Rights.** Seller agrees to supply required information to Buyer about the well. Buyer understands that if  
86 the well to be transferred is a “Small Capacity Well” or a “Domestic Exempt Water Well” used for ordinary household purposes,  
87 Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered  
88 with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a  
89 registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in  
90 connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is  
91 \_\_\_\_\_.  
92

93                    **2.7.4. Water Stock Certificates.** The water stock certificates to be transferred at Closing are as follows:  
94  
95

96  
97                   **2.7.5. Conveyance.** If Buyer is to receive any rights to water pursuant to § 2.7.2. (Other Rights Relating to Water),  
98 § 2.7.3. (Well Rights), or § 2.7.4. (Water Stock Certificates), Seller agrees to convey such rights to Buyer by executing the applicable  
99 legal instrument at Closing.

100                   **2.7.6. Water Rights Review.** Buyer  **Does**  **Does Not** have a Right to Terminate if examination of the Water  
101 Rights is unsatisfactory to Buyer on or before the **Water Rights Examination Deadline**.

102 **3. DATES, DEADLINES AND APPLICABILITY.**

103 **3.1. Dates and Deadlines.**

Item No.	Reference	Event	Date or Deadline
1	§ 3	Time of Day Deadline	
2	§ 4	Alternative Earnest Money Deadline	
		<b>Title</b>	
3	§ 8	Record Title Deadline (and Tax Certificate)	
4	§ 8	Record Title Objection Deadline	



5	§ 8	Off-Record Title Deadline	
6	§ 8	Off-Record Title Objection Deadline	
7	§ 8	Title Resolution Deadline	
8	§ 8	Third Party Right to Purchase/Approve Deadline	
		<b>Owners' Association</b>	
9	§ 7	Association Documents Deadline	
10	§ 7	Association Documents Termination Deadline	
		<b>Seller's Disclosures</b>	
11	§ 10	Seller's Property Disclosure Deadline	
12	§ 10	Lead-Based Paint Disclosure Deadline	
		<b>Loan and Credit</b>	
13	§ 5	New Loan Application Deadline	
14	§ 5	New Loan Terms Deadline	
15	§ 5	New Loan Availability Deadline	
16	§ 5	Buyer's Credit Information Deadline	
17	§ 5	Disapproval of Buyer's Credit Information Deadline	
18	§ 5	Existing Loan Deadline	
19	§ 5	Existing Loan Termination Deadline	
20	§ 5	Loan Transfer Approval Deadline	
21	§ 4	Seller or Private Financing Deadline	
		<b>Appraisal</b>	
22	§ 6	Appraisal Deadline	
23	§ 6	Appraisal Objection Deadline	
24	§ 6	Appraisal Resolution Deadline	
		<b>Survey</b>	
25	§ 9	New ILC or New Survey Deadline	
26	§ 9	New ILC or New Survey Objection Deadline	
27	§ 9	New ILC or New Survey Resolution Deadline	
		<b>Inspection and Due Diligence</b>	
28	§ 2	Water Rights Examination Deadline	
29	§ 8	Mineral Rights Examination Deadline	
30	§ 10	Inspection Termination Deadline	
31	§ 10	Inspection Objection Deadline	
32	§ 10	Inspection Resolution Deadline	
33	§ 10	Property Insurance Termination Deadline	
34	§ 10	Due Diligence Documents Delivery Deadline	
35	§ 10	Due Diligence Documents Objection Deadline	
36	§ 10	Due Diligence Documents Resolution Deadline	
37	§ 10	Conditional Sale Deadline	
38	§ 10	Lead-Based Paint Termination Deadline	
		<b>Closing and Possession</b>	
39	§ 12	Closing Date	
40	§ 17	Possession Date	
41	§ 17	Possession Time	
42	§ 27	<b>Acceptance Deadline Date</b>	
43	§ 27	<b>Acceptance Deadline Time</b>	

104 **Note:** If FHA or VA loan boxes are checked in § 4.5.3. (Loan Limitations), the **Appraisal** deadlines **DO NOT** apply to FHA  
105 insured or VA guaranteed loans.

106 **3.2. Applicability of Terms.** If any deadline blank in § 3.1. (Dates and Deadlines) is left blank or completed with "N/A",  
107 or the word "Deleted," such deadline is not applicable and the corresponding provision containing the deadline is deleted. Any box  
108 checked in this Contract means the corresponding provision applies. If no box is checked in a provision that contains a selection of  
109 "None", such provision means that "None" applies.

110 The abbreviation "MEC" (mutual execution of this Contract) means the date upon which both parties have signed this Contract. The  
111 abbreviation "N/A" as used in this Contract means not applicable.

112 **3.3. Day; Computation of Period of Days; Deadlines.**

113 **3.3.1. Day.** As used in this Contract, the term "day" means the entire day ending at 11:59 p.m., United States  
114 Mountain Time (Standard or Daylight Savings, as applicable). Except however, if a **Time of Day Deadline** is specified in § 3.1.  
115 (Dates and Deadlines), all Objection Deadlines, Resolution Deadlines, Examination Deadlines and Termination Deadlines will end  
116 on the specified deadline date at the time of day specified in the **Time of Day Deadline**, United States Mountain Time. If **Time of**  
117 **Day Deadline** is left blank or "N/A" the deadlines will expire at 11:59 p.m., United States Mountain Time.

118 **3.3.2. Computation of Period of Days.** In computing a period of days (e.g., three days after MEC), when the  
119 ending date is not specified, the first day is excluded and the last day is included.

120 **3.3.3. Deadlines.** If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such  
121 deadline  **Will**  **Will Not** be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be checked,  
122 the deadline will not be extended.

123 **4. PURCHASE PRICE AND TERMS.**

124 **4.1. Price and Terms.** The Purchase Price set forth below is payable in U.S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount	Amount
1	§ 4.1.	Purchase Price	\$	
2	§ 4.3.	Earnest Money		\$
3	§ 4.5.	New Loan		\$
4	§ 4.6.	Assumption Balance		\$
5	§ 4.7.	Private Financing		\$
6	§ 4.7.	Seller Financing		\$
7				
8				
9	§ 4.4.	Cash at Closing		\$
10		<b>TOTAL</b>	\$	\$

125 **4.2. Seller Concession.** At Closing, Seller will credit to Buyer \$\_\_\_\_\_ (Seller Concession). The Seller  
126 Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer's lender  
127 and is included in the Closing Statement or Closing Disclosure at Closing. Examples of allowable items to be paid for by the Seller  
128 Concession include, but are not limited to: Buyer's closing costs, loan discount points, loan origination fees, prepaid items and any  
129 other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer  
130 elsewhere in this Contract.

131 **4.3. Earnest Money.** The Earnest Money set forth in this Section, in the form of a \_\_\_\_\_, will be  
132 payable to and held by \_\_\_\_\_ (Earnest Money Holder), in its trust account, on behalf of  
133 both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract unless the parties mutually agree  
134 to an **Alternative Earnest Money Deadline** for its payment. The parties authorize delivery of the Earnest Money deposit to the  
135 company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to  
136 have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado  
137 residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest  
138 Money Holder in this transaction will be transferred to such fund.

139 **4.3.1. Alternative Earnest Money Deadline.** The deadline for delivering the Earnest Money, if other than at the  
140 time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.

141 **4.3.2. Disposition of Earnest Money.** If Buyer has a Right to Terminate and timely terminates, Buyer is entitled  
142 to the return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 24 and, except as provided  
143 in § 23 (Earnest Money Dispute), if the Earnest Money has not already been returned following receipt of a Notice to Terminate,  
144 Seller agrees to execute and return to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release  
145 form), within three days of Seller's receipt of such form. If Seller is entitled to the Earnest Money, and, except as provided in § 23  
146 (Earnest Money Dispute), if the Earnest Money has not already been paid to Seller, following receipt of an Earnest Money Release  
147 form, Buyer agrees to execute and return to Seller or Broker working with Seller, written mutual instructions (e.g., Earnest Money  
148 Release form), within three days of Buyer's receipt.

149 **4.3.2.1. Seller Failure to Timely Return Earnest Money.** If Seller fails to timely execute and return the  
150 Earnest Money Release Form, or other written mutual instructions, Seller is in default and liable to Buyer as set forth in "**If Seller**  
151 **is in Default**", § 20.2. and § 21, unless Seller is entitled to the Earnest Money due to a Buyer default.

152 **4.3.2.2. Buyer Failure to Timely Release Earnest Money.** If Buyer fails to timely execute and return the  
153 Earnest Money Release Form, or other written mutual instructions, Buyer is in default and liable to Seller as set forth in “**If Buyer**  
154 **is in Default, § 20.1. and § 21,** unless Buyer is entitled to the Earnest Money due to a Seller Default.

155 **4.4. Form of Funds; Time of Payment; Available Funds.**

156 **4.4.1. Good Funds.** All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing  
157 and closing costs, must be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified  
158 check, savings and loan teller’s check and cashier’s check (Good Funds).

159 **4.4.2. Time of Payment.** All funds, including the Purchase Price to be paid by Buyer, must be paid before or at  
160 Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at Closing **OR SUCH**  
161 **NONPAYING PARTY WILL BE IN DEFAULT.**

162 **4.4.3. Available Funds.** Buyer represents that Buyer, as of the date of this Contract,  **Does**  **Does Not** have  
163 funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at Closing in § 4.1.

164 **4.5. New Loan.**

165 **4.5.1. Buyer to Pay Loan Costs.** Buyer, except as otherwise permitted in § 4.2. (Seller Concession), if applicable,  
166 must timely pay Buyer’s loan costs, loan discount points, prepaid items and loan origination fees as required by lender.

167 **4.5.2. Buyer May Select Financing.** Buyer may pay in cash or select financing appropriate and acceptable to  
168 Buyer, including a different loan than initially sought, except as restricted in § 4.5.3. (Loan Limitations) or § 29 (Additional  
169 Provisions).

170 **4.5.3. Loan Limitations.** Buyer may purchase the Property using any of the following types of loans:  
171  **Conventional**  **FHA**  **VA**  **Bond**  **Other** \_\_\_\_\_.  
172 If either or both of the FHA or VA boxes are checked, and Buyer closes the transaction using one of those loan types, Seller agrees  
173 to pay those closing costs and fees that Buyer is not allowed by law to pay not to exceed \$ \_\_\_\_\_.

174 **4.5.4. Loan Estimate – Monthly Payment and Loan Costs.** Buyer is advised to review the terms, conditions and  
175 costs of Buyer’s New Loan carefully. If Buyer is applying for a residential loan, the lender generally must provide Buyer with a  
176 Loan Estimate within three days after Buyer completes a loan application. Buyer also should obtain an estimate of the amount of  
177 Buyer’s monthly mortgage payment.

178 **4.6. Assumption.** Buyer agrees to assume and pay an existing loan in the approximate amount of the Assumption Balance  
179 set forth in § 4.1. (Price and Terms), presently payable at \$ \_\_\_\_\_ per \_\_\_\_\_ including principal and interest  
180 presently at the rate of \_\_\_\_\_ % per annum and also including escrow for the following as indicated:  **Real Estate Taxes**   
181 **Property Insurance Premium**  **Mortgage Insurance Premium** and  \_\_\_\_\_.

182 Buyer agrees to pay a loan transfer fee not to exceed \$ \_\_\_\_\_. At the time of assumption, the new interest rate will  
183 not exceed \_\_\_\_\_ % per annum and the new payment will not exceed \$ \_\_\_\_\_ per \_\_\_\_\_ principal and  
184 interest, plus escrow, if any. If the actual principal balance of the existing loan at Closing is less than the Assumption Balance, which  
185 causes the amount of cash required from Buyer at Closing to be increased by more than \$ \_\_\_\_\_, or if any other terms or  
186 provisions of the loan change, Buyer has the Right to Terminate under § 24.1. on or before **Closing Date.**

187 Seller  **Will**  **Will Not** be released from liability on said loan. If applicable, compliance with the requirements for release  
188 from liability will be evidenced by delivery  on or before **Loan Transfer Approval Deadline**  at **Closing** of an appropriate  
189 letter of commitment from lender. Any cost payable for release of liability will be paid by \_\_\_\_\_ in an amount  
190 not to exceed \$ \_\_\_\_\_.

191 **4.7. Seller or Private Financing.**

192 **WARNING:** Unless the transaction is exempt, federal and state laws impose licensing, other requirements and restrictions on sellers  
193 and private financiers. Contract provisions on financing and financing documents, unless exempt, should be prepared by a licensed  
194 Colorado attorney or licensed mortgage loan originator. Brokers should not prepare or advise the parties on the specifics of financing,  
195 including whether or not a party is exempt from the law.

196 **4.7.1. Seller Financing.** If Buyer is to pay all or any portion of the Purchase Price with Seller financing,  **Buyer**  
197  **Seller** will deliver the proposed Seller financing documents to the other party on or before \_\_\_\_\_ days before **Seller or**  
198 **Private Financing Deadline.**

199 **4.7.1.1. Seller May Terminate.** If Seller is to provide Seller financing, this Contract is conditional upon  
200 Seller determining whether such financing is satisfactory to the Seller, including its payments, interest rate, terms, conditions, cost,  
201 and compliance with the law. Seller has the Right to Terminate under § 24.1., on or before **Seller or Private Financing Deadline,**  
202 if such Seller financing is not satisfactory to Seller, in Seller’s sole subjective discretion.

203 **4.7.2. Buyer May Terminate.** If Buyer is to pay all or any portion of the Purchase Price with Seller or private  
204 financing, this Contract is conditional upon Buyer determining whether such financing is satisfactory to Buyer, including its  
205 availability, payments, interest rate, terms, conditions, and cost. Buyer has the Right to Terminate under § 24.1, on or before **Seller**  
206 **or Private Financing Deadline,** if such Seller or private financing is not satisfactory to Buyer, in Buyer’s sole subjective discretion.

208 **5. FINANCING CONDITIONS AND OBLIGATIONS.**

209 **5.1. New Loan Application.** If Buyer is to pay all or part of the Purchase Price by obtaining one or more new loans (New  
210 Loan), or if an existing loan is not to be released at Closing, Buyer, if required by such lender, must make an application verifiable  
211 by such lender, on or before **New Loan Application Deadline** and exercise reasonable efforts to obtain such loan or approval.

212 **5.2. New Loan Terms; New Loan Availability.**

213 **5.2.1. New Loan Terms.** If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is  
214 conditional upon Buyer determining, in Buyer's sole subjective discretion, whether the proposed New Loan's payments, interest  
215 rate, conditions and costs or any other loan terms (New Loan Terms) are satisfactory to Buyer. This condition is for the sole benefit  
216 of Buyer. Buyer has the Right to Terminate under § 24.1., on or before **New Loan Terms Deadline**, if the New Loan Terms are not  
217 satisfactory to Buyer, in Buyer's sole subjective discretion.

218 **5.2.2. New Loan Availability.** If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is  
219 conditional upon Buyer's satisfaction with the availability of the New Loan based on the lender's review and underwriting of Buyer's  
220 New Loan Application (New Loan Availability). Buyer has the Right to Terminate under § 24.1., on or before the **New Loan**  
221 **Availability Deadline** if the New Loan Availability is not satisfactory to Buyer. Buyer does not have a Right to Terminate based on the  
222 New Loan Availability if the termination is based on the New Loan Terms, Appraised Value (defined below), the Lender Property  
223 Requirements (defined below), Insurability (§ 10.5. below) or the Conditional Upon Sale of Property (§ 10.7. below). **IF SELLER IS**  
224 **NOT IN DEFAULT AND DOES NOT TIMELY RECEIVE BUYER'S WRITTEN NOTICE TO TERMINATE, BUYER'S**  
225 **EARNEST MONEY WILL BE NONREFUNDABLE**, except as otherwise provided in this Contract (e.g., Appraisal, Title,  
226 Survey).

227 **5.3. Credit Information.** If an existing loan is not to be released at Closing, this Contract is conditional (for the sole benefit  
228 of Seller) upon Seller's approval of Buyer's financial ability and creditworthiness, which approval will be in Seller's sole subjective  
229 discretion. Accordingly: (1) Buyer must supply to Seller by **Buyer's Credit Information Deadline**, at Buyer's expense, information  
230 and documents (including a current credit report) concerning Buyer's financial, employment and credit condition; (2) Buyer consents  
231 that Seller may verify Buyer's financial ability and creditworthiness; and (3) any such information and documents received by Seller  
232 must be held by Seller in confidence and not released to others except to protect Seller's interest in this transaction. If the Cash at  
233 Closing is less than as set forth in § 4.1. of this Contract, Seller has the Right to Terminate under § 24.1., on or before Closing. If  
234 Seller disapproves of Buyer's financial ability or creditworthiness, in Seller's sole subjective discretion, Seller has the Right to  
235 Terminate under § 24.1., on or before **Disapproval of Buyer's Credit Information Deadline**.

236 **5.4. Existing Loan Review.** If an existing loan is not to be released at Closing, Seller must deliver copies of the loan  
237 documents (including note, deed of trust and any modifications) to Buyer by **Existing Loan Deadline**. For the sole benefit of Buyer,  
238 this Contract is conditional upon Buyer's review and approval of the provisions of such loan documents. Buyer has the Right to  
239 Terminate under § 24.1., on or before **Existing Loan Termination Deadline**, based on any unsatisfactory provision of such loan  
240 documents, in Buyer's sole subjective discretion. If the lender's approval of a transfer of the Property is required, this Contract is  
241 conditional upon Buyer obtaining such approval without change in the terms of such loan, except as set forth in § 4.6. If lender's  
242 approval is not obtained by **Loan Transfer Approval Deadline**, this Contract will terminate on such deadline. Seller has the Right  
243 to Terminate under § 24.1., on or before Closing, in Seller's sole subjective discretion, if Seller is to be released from liability under  
244 such existing loan and Buyer does not obtain such compliance as set forth in § 4.6.

245 **6. APPRAISAL PROVISIONS.**

246 **6.1. Appraisal Definition.** An "Appraisal" is an opinion of value prepared by a licensed or certified appraiser, engaged on  
247 behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised Value). The Appraisal may also set forth  
248 certain lender requirements, replacements, removals or repairs necessary on or to the Property as a condition for the Property to be  
249 valued at the Appraised Value.

250 **6.2. Appraised Value.** The applicable appraisal provision set forth below applies to the respective loan type set forth in  
251 § 4.5.3., or if a cash transaction (i.e., no financing), § 6.2.1. applies.

252 **6.2.1. Conventional/Other.** Buyer has the right to obtain an Appraisal. If the Appraised Value is less than the  
253 Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline** Buyer may, on or before **Appraisal**  
254 **Objection Deadline**:

255 **6.2.1.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated;  
256 or

257 **6.2.1.2. Appraisal Objection.** Deliver to Seller a written objection accompanied by either a copy of the  
258 Appraisal or written notice from lender that confirms the Appraised Value is less than the Purchase Price (Lender Verification).

259 **6.2.1.3. Appraisal Resolution.** If an Appraisal Objection is received by Seller, on or before **Appraisal**  
260 **Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Appraisal Resolution**  
261 **Deadline**, this Contract will terminate on the **Appraisal Resolution Deadline**, unless Seller receives Buyer's written withdrawal of  
262 the Appraisal Objection before such termination, (i.e., on or before expiration of **Appraisal Resolution Deadline**).

263           **6.2.2. FHA.** It is expressly agreed that, notwithstanding any other provisions of this Contract, the purchaser (Buyer)  
264 shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of Earnest  
265 Money deposits or otherwise unless the purchaser (Buyer) has been given, in accordance with HUD/FHA or VA requirements, a  
266 written statement issued by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement lender,  
267 setting forth the appraised value of the Property of not less than \$ \_\_\_\_\_. The purchaser (Buyer) shall have the privilege  
268 and option of proceeding with the consummation of this Contract without regard to the amount of the appraised valuation. The  
269 appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will  
270 insure. HUD does not warrant the value nor the condition of the Property. The purchaser (Buyer) should satisfy  
271 himself/herself/themselves that the price and condition of the Property are acceptable.

272           **6.2.3. VA.** It is expressly agreed that, notwithstanding any other provisions of this Contract, the purchaser (Buyer)  
273 shall not incur any penalty by forfeiture of Earnest Money or otherwise or be obligated to complete the purchase of the Property  
274 described herein, if the Contract Purchase Price or cost exceeds the reasonable value of the Property established by the Department  
275 of Veterans Affairs. The purchaser (Buyer) shall, however, have the privilege and option of proceeding with the consummation of  
276 this Contract without regard to the amount of the reasonable value established by the Department of Veterans Affairs.

277           **6.3. Lender Property Requirements.** If the lender imposes any written requirements, replacements, removals or repairs,  
278 including any specified in the Appraisal (Lender Property Requirements) to be made to the Property (e.g., roof repair, repainting),  
279 beyond those matters already agreed to by Seller in this Contract, this Contract terminates on the earlier of three days following  
280 Seller's receipt of the Lender Property Requirements, or Closing, unless prior to termination: (1) the parties enter into a written  
281 agreement to satisfy the Lender Property Requirements; (2) the Lender Property Requirements have been completed; or (3) the  
282 satisfaction of the Lender Property Requirements is waived in writing by Buyer.

283           **6.4. Cost of Appraisal.** Cost of the Appraisal to be obtained after the date of this Contract must be timely paid by  Buyer  
284  Seller. The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal management company, lender's  
285 agent or all three.

286 **7. OWNERS' ASSOCIATIONS.** This Section is applicable if the Property is located within one or more Common Interest  
287 Communities and subject to one or more declarations (Association).

288           **7.1. Common Interest Community Disclosure.** **THE PROPERTY IS LOCATED WITHIN A COMMON**  
289 **INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE OWNER OF**  
290 **THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE**  
291 **COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE**  
292 **ASSOCIATION. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL**  
293 **OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS**  
294 **OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD**  
295 **PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS**  
296 **AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING**  
297 **CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A**  
298 **COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF**  
299 **PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL**  
300 **OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE**  
301 **DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE**  
302 **ASSOCIATION.**

303           **7.2. Association Documents to Buyer.** Seller is obligated to provide to Buyer the Association Documents (defined below),  
304 at Seller's expense, on or before **Association Documents Deadline**. Seller authorizes the Association to provide the Association  
305 Documents to Buyer, at Seller's expense. Seller's obligation to provide the Association Documents is fulfilled upon Buyer's receipt  
306 of the Association Documents, regardless of who provides such documents.

307           **7.3. Association Documents.** Association documents (Association Documents) consist of the following:

308           **7.3.1.** All Association declarations, articles of incorporation, bylaws, articles of organization, operating agreements,  
309 rules and regulations, party wall agreements and the Association's responsible governance policies adopted under § 38-33.3-209.5,  
310 C.R.S.;

311           **7.3.2.** Minutes of: (1) the annual owners' or members' meeting and (2) any executive boards' or managers' meetings;  
312 such minutes include those provided under the most current annual disclosure required under § 38-33.3-209.4, C.R.S. (Annual  
313 Disclosure) and minutes of meetings, if any, subsequent to the minutes disclosed in the Annual Disclosure. If none of the preceding  
314 minutes exist, then the most recent minutes, if any (§§ 7.3.1. and 7.3.2., collectively, Governing Documents); and

315           **7.3.3.** List of all Association insurance policies as provided in the Association's last Annual Disclosure, including,  
316 but not limited to, property, general liability, association director and officer professional liability and fidelity policies. The list must  
317 include the company names, policy limits, policy deductibles, additional named insureds and expiration dates of the policies listed  
318 (Association Insurance Documents);

319           **7.3.4.** A list by unit type of the Association's assessments, including both regular and special assessments as  
320 disclosed in the Association's last Annual Disclosure;

321           **7.3.5.** The Association’s most recent financial documents which consist of: (1) the Association’s operating budget  
322 for the current fiscal year, (2) the Association’s most recent annual financial statements, including any amounts held in reserve for  
323 the fiscal year immediately preceding the Association’s last Annual Disclosure, (3) the results of the Association’s most recent  
324 available financial audit or review, (4) list of the fees and charges (regardless of name or title of such fees or charges) that the  
325 Association’s community association manager or Association will charge in connection with the Closing including, but not limited  
326 to, any fee incident to the issuance of the Association’s statement of assessments (Status Letter), any rush or update fee charged for  
327 the Status Letter, any record change fee or ownership record transfer fees (Record Change Fee), fees to access documents, (5) list of  
328 all assessments required to be paid in advance, reserves or working capital due at Closing and (6) reserve study, if any (§§ 7.3.4. and  
329 7.3.5., collectively, Financial Documents);

330           **7.3.6.** Any written notice from the Association to Seller of a “construction defect action” under § 38-33.3-303.5,  
331 C.R.S. within the past six months and the result of whether the Association approved or disapproved such action (Construction  
332 Defect Documents). Nothing in this Section limits the Seller’s obligation to disclose adverse material facts as required under § 10.2.  
333 (Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition) including any problems or defects in the common  
334 elements or limited common elements of the Association property.

335           **7.4. Conditional on Buyer’s Review.** Buyer has the right to review the Association Documents. Buyer has the Right to  
336 Terminate under § 24.1., on or before **Association Documents Termination Deadline**, based on any unsatisfactory provision in  
337 any of the Association Documents, in Buyer’s sole subjective discretion. Should Buyer receive the Association Documents after  
338 **Association Documents Deadline**, Buyer, at Buyer’s option, has the Right to Terminate under § 24.1. by Buyer’s Notice to  
339 Terminate received by Seller on or before ten days after Buyer’s receipt of the Association Documents. If Buyer does not receive  
340 the Association Documents, or if Buyer’s Notice to Terminate would otherwise be required to be received by Seller after **Closing**  
341 **Date**, Buyer’s Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer’s Notice to  
342 Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory and Buyer waives any Right  
343 to Terminate under this provision, notwithstanding the provisions of § 8.6. (Third Party Right to Purchase/Approve).

344 **8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.**

345 **8.1. Evidence of Record Title.**

346  **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title insurance  
347 company to furnish the owner’s title insurance policy at Seller’s expense. On or before **Record Title Deadline**, Seller must furnish  
348 to Buyer, a current commitment for an owner’s title insurance policy (Title Commitment), in an amount equal to the Purchase Price,  
349 or if this box is checked,  an **Abstract of Title** certified to a current date. Seller will cause the title insurance policy to be issued  
350 and delivered to Buyer as soon as practicable at or after Closing.

351  **8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the title insurance  
352 company to furnish the owner’s title insurance policy at Buyer’s expense. On or before **Record Title Deadline**, Buyer must furnish to  
353 Seller, a current commitment for owner’s title insurance policy (Title Commitment), in an amount equal to the Purchase Price.  
354 If neither box in § 8.1.1. or § 8.1.2. is checked, § 8.1.1. applies.

355 **8.1.3. Owner’s Extended Coverage (OEC).** The Title Commitment  **Will**  **Will Not** contain Owner’s  
356 Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard exceptions  
357 which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics’ liens, (5) gap  
358 period (period between the effective date and time of commitment to the date and time the deed is recorded) and (6) unpaid taxes,  
359 assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be paid by  
360  **Buyer**  **Seller**  **One-Half by Buyer and One-Half by Seller**  **Other** \_\_\_\_\_.  
361 Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over  
362 any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined below,  
363 among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to object under  
364 § 8.7. (Right to Object to Title, Resolution).

365 **8.1.4. Title Documents.** Title Documents consist of the following: (1) copies of any plats, declarations, covenants,  
366 conditions and restrictions burdening the Property and (2) copies of any other documents (or, if illegible, summaries of such  
367 documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title  
368 Documents).

369 **8.1.5. Copies of Title Documents.** Buyer must receive, on or before **Record Title Deadline**, copies of all Title  
370 Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county  
371 where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the  
372 party or parties obligated to pay for the owner’s title insurance policy.

373 **8.1.6. Existing Abstracts of Title.** Seller must deliver to Buyer copies of any abstracts of title covering all or any  
374 portion of the Property (Abstract of Title) in Seller’s possession on or before **Record Title Deadline**.

375 **8.2. Record Title.** Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the  
376 Title Documents as set forth in § 8.7. (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**. Buyer’s  
377 objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or  
378 any other unsatisfactory title condition, in Buyer’s sole subjective discretion. If the Abstract of Title, Title Commitment or Title

379 Documents are not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title Commitment  
380 that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to  
381 Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object to: (1) any  
382 required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents,  
383 or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection,  
384 pursuant to this § 8.2. (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object  
385 to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required by § 8.1.  
386 (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable  
387 deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title  
388 Documents as satisfactory.

389 **8.3. Off-Record Title.** Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing  
390 surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without  
391 limitation, governmental improvements approved, but not yet installed) or other title matters not shown by public records, of which  
392 Seller has actual knowledge (Off-Record Matters). This Section excludes any **New ILC** or **New Survey** governed under § 9 (New  
393 ILC, New Survey). Buyer has the right to inspect the Property to investigate if any third party has any right in the Property not shown  
394 by public records (e.g., unrecorded easement, boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of  
395 Title Objection of any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2.  
396 (Record Title) and § 13 (Transfer of Title), in Buyer's sole subjective discretion, must be received by Seller on or before **Off-Record  
397 Title Objection Deadline**. If an Off-Record Matter is received by Buyer after the **Off-Record Title Deadline**, Buyer has until the  
398 earlier of Closing or ten days after receipt by Buyer to review and object to such Off-Record Matter. If Seller receives Buyer's Notice  
399 to Terminate or Notice of Title Objection pursuant to this § 8.3. (Off-Record Title), any title objection by Buyer is governed by the  
400 provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice  
401 of Title Objection by the applicable deadline specified above, Buyer accepts title subject to such Off-Record Matters and rights, if  
402 any, of third parties not shown by public records of which Buyer has actual knowledge.

403 **8.4. Special Taxing and Metropolitan Districts. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO  
404 GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES  
405 ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE  
406 PLACED AT RISK FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT  
407 WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH  
408 INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE  
409 SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY  
410 TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY AND BY OBTAINING  
411 FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND  
412 RECORDER, OR THE COUNTY ASSESSOR. The official website for the Metropolitan District, if any, is: \_\_\_\_\_.**

413 **8.5. Tax Certificate.** A tax certificate paid for by  Seller  Buyer, for the Property listing any special taxing or  
414 metropolitan districts that affect the Property (Tax Certificate) must be delivered to Buyer on or before **Record Title Deadline**. If  
415 the content of the Tax Certificate is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may terminate, on or before  
416 **Record Title Objection Deadline**. Should Buyer receive the Tax Certificate after **Record Title Deadline**, Buyer, at Buyer's option,  
417 has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's  
418 receipt of the Tax Certificate. If Buyer does not receive the Tax Certificate, or if Buyer's Notice to Terminate would otherwise be  
419 required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing.  
420 If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the content of the Tax Certificate as  
421 satisfactory and Buyer waives any Right to Terminate under this provision. If Buyer's loan specified in §4.5.3. (Loan Limitations)  
422 prohibits Buyer from paying for the Tax Certificate, the Tax Certificate will be paid for by Seller.

423 **8.6. Third Party Right to Purchase/Approve.** If any third party has a right to purchase the Property (e.g., right of first  
424 refusal on the Property, right to purchase the Property under a lease or an option held by a third party to purchase the Property) or a  
425 right of a third party to approve this Contract, Seller must promptly submit this Contract according to the terms and conditions of  
426 such right. If the third-party holder of such right exercises its right this Contract will terminate. If the third party's right to purchase  
427 is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and effect. Seller must promptly  
428 notify Buyer in writing of the foregoing. If the third party right to purchase is exercised or approval of this Contract has not occurred  
429 on or before **Third Party Right to Purchase/Approve Deadline**, this Contract will then terminate. Seller will supply to Buyer, in  
430 writing, details of any Third Party Right to Purchase the Property on or before the Record Title Deadline.

431 **8.7. Right to Object to Title, Resolution.** Buyer has a right to object or terminate, in Buyer's sole subjective discretion,  
432 based on any title matters including those matters set forth in § 8.2. (Record Title), § 8.3. (Off-Record Title), § 8.5. (Tax Certificate)  
433 and § 13 (Transfer of Title). If Buyer exercises Buyer's rights to object or terminate based on any such title matter, on or before the  
434 applicable deadline, Buyer has the following options:

435 **8.7.1. Title Objection, Resolution.** If Seller receives Buyer's written notice objecting to any title matter (Notice of  
436 Title Objection) on or before the applicable deadline and if Buyer and Seller have not agreed to a written settlement thereof on or  
437 before **Title Resolution Deadline**, this Contract will terminate on the expiration of **Title Resolution Deadline**, unless Seller receives

438 Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and  
439 waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the Record Title  
440 Deadline or the Off-Record Title Deadline, or both, are extended pursuant to § 8.2. (Record Title) or § 8.3. (Off-Record Title) the  
441 Title Resolution Deadline also will be automatically extended to the earlier of Closing or fifteen days after Buyer's receipt of the  
442 applicable documents; or

443 **8.7.2. Title Objection, Right to Terminate.** Buyer may exercise the Right to Terminate under § 24.1., on or before  
444 the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer's sole subjective discretion.

445 **8.8. Title Advisory.** The Title Documents affect the title, ownership and use of the Property and should be reviewed  
446 carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property,  
447 including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations,  
448 unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property and various  
449 laws and governmental regulations concerning land use, development and environmental matters.

450 **8.8.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE**  
451 **PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND TRANSFER OF**  
452 **THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR WATER**  
453 **RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL**  
454 **ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS MAY GIVE THEM**  
455 **RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL,**  
456 **GAS OR WATER.**

457 **8.8.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO**  
458 **ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A**  
459 **MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND**  
460 **RECORDER.**

461 **8.8.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT**  
462 **TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION**  
463 **OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING**  
464 **OF CURRENT WELLS AND GAS GATHERING AND PROCESSING FACILITIES.**

465 **8.8.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL**  
466 **INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING**  
467 **DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL**  
468 **AND GAS CONSERVATION COMMISSION.**

469 **8.8.5. Title Insurance Exclusions.** Matters set forth in this Section and others, may be excepted, excluded from, or  
470 not covered by the owner's title insurance policy.

471 **8.9. Mineral Rights Review.** Buyer  Does  Does Not have a Right to Terminate if examination of the Mineral  
472 Rights is unsatisfactory to Buyer on or before the **Mineral Rights Examination Deadline**.

473 **9. NEW ILC, NEW SURVEY.**

474 **9.1. New ILC or New Survey.** If the box is checked, (1)  **New Improvement Location Certificate (New ILC)**; or, (2)  
475  **New Survey** in the form of \_\_\_\_\_; is required and the following will apply:

476 **9.1.1. Ordering of New ILC or New Survey.**  **Seller**  **Buyer** will order the New ILC or New Survey. The  
477 New ILC or New Survey may also be a previous ILC or survey that is in the above-required form, certified and updated as of a date  
478 after the date of this Contract.

479 **9.1.2. Payment for New ILC or New Survey.** The cost of the New ILC or New Survey will be paid, on or before  
480 Closing, by:  **Seller**  **Buyer** or:

481  
482  
483 **9.1.3. Delivery of New ILC or New Survey.** Buyer, Seller, the issuer of the Title Commitment (or the provider of  
484 the opinion of title if an Abstract of Title) and \_\_\_\_\_ will receive a New ILC or New Survey on or before **New**  
485 **ILC or New Survey Deadline**.

486 **9.1.4. Certification of New ILC or New Survey.** The New ILC or New Survey will be certified by the surveyor to  
487 all those who are to receive the New ILC or New Survey.

488 **9.2. Buyer's Right to Waive or Change New ILC or New Survey Selection.** Buyer may select a New ILC or New  
489 Survey different than initially specified in this Contract if there is no additional cost to Seller or change to the **New ILC or New**  
490 **Survey Objection Deadline**. Buyer may, in Buyer's sole subjective discretion, waive a New ILC or New Survey if done prior to  
491 Seller incurring any cost for the same.

492 **9.3. New ILC or New Survey Objection.** Buyer has the right to review and object based on the New ILC or New Survey.  
493 If the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective discretion,  
494 Buyer may, on or before **New ILC or New Survey Objection Deadline**, notwithstanding § 8.3. or § 13:

495 **9.3.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1, that this Contract is terminated; or



496 **9.3.2. New ILC or New Survey Objection.** Deliver to Seller a written description of any matter that was to be  
497 shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.

498 **9.3.3. New ILC or New Survey Resolution.** If a **New ILC or New Survey Objection** is received by Seller, on or  
499 before **New ILC or New Survey Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on  
500 or before **New ILC or New Survey Resolution Deadline**, this Contract will terminate on expiration of the **New ILC or New Survey**  
501 **Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the New ILC or New Survey Objection before such  
502 termination (i.e., on or before expiration of **New ILC or New Survey Resolution Deadline**).

503

<b>DISCLOSURE, INSPECTION AND DUE DILIGENCE</b>
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504 **10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY, DUE DILIGENCE AND SOURCE OF**  
505 **WATER.**

506 **10.1. Seller's Property Disclosure.** On or before **Seller's Property Disclosure Deadline**, Seller agrees to deliver to Buyer  
507 the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed by Seller  
508 to Seller's actual knowledge and current as of the date of this Contract.

509 **10.2. Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition.** Seller must disclose to Buyer  
510 any adverse material facts actually known by Seller as of the date of this Contract. Seller agrees that disclosure of adverse material  
511 facts will be in writing. In the event Seller discovers an adverse material fact after the date of this Contract, Seller must timely  
512 disclose such adverse fact to Buyer. Buyer has the Right to Terminate based on the Seller's new disclosure on the earlier of Closing  
513 or five days after Buyer's receipt of the new disclosure. Except as otherwise provided in this Contract, Buyer acknowledges that  
514 Seller is conveying the Property to Buyer in an "**As Is**" condition, "**Where Is**" and "**With All Faults.**"

515 **10.3. Inspection.** Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections  
516 (by one or more third parties, personally or both) of the Property, Leased Items, and Inclusions (Inspection), at Buyer's expense. If  
517 (1) the physical condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the  
518 electrical, plumbing, HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions and Leased  
519 Items, (3) service to the Property (including utilities and communication services), systems and components of the Property (e.g.,  
520 heating and plumbing), (4) any proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or  
521 noise (whether on or off the Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's  
522 sole subjective discretion, Buyer may:

523 **10.3.1. Inspection Termination.** On or before the **Inspection Termination Deadline**, notify Seller in writing,  
524 pursuant to § 24.1., that this Contract is terminated due to any unsatisfactory condition, provided the Buyer did not previously deliver  
525 an Inspection Objection. Buyer's Right to Terminate under this provision expires upon delivery of an Inspection Objection to Seller  
526 pursuant to § 10.3.2.; or

527 **10.3.2. Inspection Objection.** On or before the **Inspection Objection Deadline**, deliver to Seller a written  
528 description of any unsatisfactory condition that Buyer requires Seller to correct.

529 **10.3.3. Inspection Resolution.** If an Inspection Objection is received by Seller, on or before **Inspection Objection**  
530 **Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Inspection Resolution Deadline**,  
531 this Contract will terminate on **Inspection Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Inspection  
532 Objection before such termination (i.e., on or before expiration of **Inspection Resolution Deadline**). Nothing in this provision  
533 prohibits the Buyer and the Seller from mutually terminating this Contract before the Inspection Resolution Deadline passes by  
534 executing an Earnest Money Release.

535 **10.4. Damage, Liens and Indemnity.** Buyer, except as otherwise provided in this Contract or other written agreement  
536 between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at  
537 Buyer's request (Work) and must pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer  
538 must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer agrees to indemnify,  
539 protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such  
540 Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against  
541 any such liability, damage, cost or expense, or to enforce this Section, including Seller's reasonable attorney fees, legal fees and  
542 expenses. The provisions of this Section survive the termination of this Contract. This § 10.4. does not apply to items performed  
543 pursuant to an Inspection Resolution.

544 **10.5. Insurability.** Buyer has the Right to Terminate under § 24.1., on or before **Property Insurance Termination**  
545 **Deadline**, based on any unsatisfactory provision of the availability, terms and conditions and premium for property insurance  
546 (Property Insurance) on the Property, in Buyer's sole subjective discretion.

547 **10.6. Due Diligence.**

548 **10.6.1. Due Diligence Documents.** Seller agrees to deliver copies of the following documents and information  
549 pertaining to the Property and Leased Items (Due Diligence Documents) to Buyer on or before **Due Diligence Documents Delivery**  
550 **Deadline**:

551 **10.6.1.1. Occupancy Agreements.** All current leases, including any amendments or other occupancy  
552 agreements, pertaining to the Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing  
553 are as follows (Leases):  
554  
555

556 **10.6.1.2. Leased Items Documents.** If any lease of personal property (§ 2.5.7., Leased Items) will be  
557 transferred to Buyer at Closing, Seller agrees to deliver copies of the leases and information pertaining to the personal property to  
558 Buyer on or before **Due Diligence Documents Delivery Deadline**. Buyer  **Will**  **Will Not** assume the Seller's obligations  
559 under such leases for the Leased Items (§ 2.5.7., Leased Items).  
560

561 **10.6.1.3. Encumbered Inclusions Documents.** If any Inclusions owned by Seller are encumbered  
562 pursuant to § 2.5.4. (Encumbered Inclusions) above, Seller agrees to deliver copies of the evidence of debt, security and any other  
563 documents creating the encumbrance to Buyer on or before **Due Diligence Documents Delivery Deadline**. Buyer  **Will**  **Will**  
564 **Not** assume the debt on the Encumbered Inclusions (§ 2.5.4., Encumbered Inclusions).  
565

566 **10.6.1.4. Other Documents.** Other documents and information:  
567  
568  
569  
570

571 **10.6.2. Due Diligence Documents Review and Objection.** Buyer has the right to review and object based on the Due  
572 Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory, in Buyer's sole subjective  
573 discretion, Buyer may, on or before **Due Diligence Documents Objection Deadline**:  
574

575 **10.6.2.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated;  
576 or

577 **10.6.2.2. Due Diligence Documents Objection.** Deliver to Seller a written description of any  
578 unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

579 **10.6.2.3. Due Diligence Documents Resolution.** If a Due Diligence Documents Objection is received by  
580 Seller, on or before **Due Diligence Documents Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement  
581 thereof on or before **Due Diligence Documents Resolution Deadline**, this Contract will terminate on **Due Diligence Documents**  
582 **Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Due Diligence Documents Objection before such  
583 termination (i.e., on or before expiration of **Due Diligence Documents Resolution Deadline**).

584 **10.7. Conditional Upon Sale of Property.** This Contract is conditional upon the sale and closing of that certain property  
585 owned by Buyer and commonly known as \_\_\_\_\_ . Buyer has  
586 the Right to Terminate under § 24.1. effective upon Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale**  
587 **Deadline** if such property is not sold and closed by such deadline. This Section is for the sole benefit of Buyer. If Seller does not  
588 receive Buyer's Notice to Terminate on or before **Conditional Sale Deadline**, Buyer waives any Right to Terminate under this  
589 provision.

590 **10.8. Source of Potable Water (Residential Land and Residential Improvements Only).** Buyer  **Does**  **Does Not**  
591 acknowledge receipt of a copy of Seller's Property Disclosure or Source of Water Addendum disclosing the source of potable water for  
592 the Property.  There is **No Well**. Buyer  **Does**  **Does Not** acknowledge receipt of a copy of the current well permit.

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

596 **10.9. Existing Leases; Modification of Existing Leases; New Leases. [Intentionally Deleted]**

597 **10.10. Lead-Based Paint.**

598 **10.10.1. Lead-Based Paint Disclosure.** Unless exempt, if the Property includes one or more residential dwellings  
599 constructed or a building permit was issued prior to January 1, 1978, for the benefit of Buyer, Seller and all required real estate  
600 licensees must sign and deliver to Buyer a completed Lead-Based Paint Disclosure (Sales) form on or before the **Lead-Based Paint**  
601 **Disclosure Deadline**. If Buyer does not timely receive the Lead-Based Paint Disclosure, Buyer may waive the failure to timely  
602 receive the Lead-Based Paint Disclosure, or Buyer may exercise Buyer's Right to Terminate under § 24.1. by Seller's receipt of  
603 Buyer's Notice to Terminate on or before the expiration of the **Lead-Based Paint Termination Deadline**.

604 **10.10.2. Lead-Based Paint Assessment.** If Buyer elects to conduct or obtain a risk assessment or inspection of the  
605 Property for the presence of Lead-Based Paint or Lead-Based Paint hazards, Buyer has a Right to Terminate under § 24.1. by Seller's  
606 receipt of Buyer's Notice to Terminate on or before the expiration of the **Lead-Based Paint Termination Deadline**. Buyer may  
607 elect to waive Buyer's right to conduct or obtain a risk assessment or inspection of the Property for the presence of Lead-Based Paint  
608 or Lead-Based Paint hazards. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the condition  
of the Property relative to any Lead-Based Paint as satisfactory and Buyer waives any Right to Terminate under this provision.

609 **10.11. Carbon Monoxide Alarms. Note:** If the improvements on the Property have a fuel-fired heater or appliance, a  
610 fireplace, or an attached garage and include one or more rooms lawfully used for sleeping purposes (Bedroom), the parties  
611 acknowledge that Colorado law requires that Seller assure the Property has an operational carbon monoxide alarm installed within  
612 fifteen feet of the entrance to each Bedroom or in a location as required by the applicable building code.

613 **10.12. Methamphetamine Disclosure.** If Seller knows that methamphetamine was ever manufactured, processed, cooked,  
614 disposed of, used or stored at the Property, Seller is required to disclose such fact. No disclosure is required if the Property was  
615 remediated in accordance with state standards and other requirements are fulfilled pursuant to § 25-18.5-102, C.R.S., Buyer further  
616 acknowledges that Buyer has the right to engage a certified hygienist or industrial hygienist to test whether the Property has ever  
617 been used as a methamphetamine laboratory. Buyer has the Right to Terminate under § 24.1., upon Seller's receipt of Buyer's written  
618 Notice to Terminate, notwithstanding any other provision of this Contract, based on Buyer's test results that indicate the Property  
619 has been contaminated with methamphetamine, but has not been remediated to meet the standards established by rules of the State  
620 Board of Health promulgated pursuant to § 25-18.5-102, C.R.S. Buyer must promptly give written notice to Seller of the results of  
621 the test.

622 **10.13. Radon Disclosure. THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT**  
623 **STRONGLY RECOMMENDS THAT ALL HOME BUYERS HAVE AN INDOOR RADON TEST PERFORMED**  
624 **BEFORE PURCHASING RESIDENTIAL REAL PROPERTY AND RECOMMENDS HAVING THE RADON LEVELS**  
625 **MITIGATED IF ELEVATED RADON CONCENTRATIONS ARE FOUND. ELEVATED RADON CONCENTRATIONS**  
626 **CAN BE REDUCED BY A RADON MITIGATION PROFESSIONAL.**

627 **RESIDENTIAL REAL PROPERTY MAY PRESENT EXPOSURE TO DANGEROUS LEVELS OF INDOOR RADON**  
628 **GAS THAT MAY PLACE THE OCCUPANTS AT RISK OF DEVELOPING RADON-INDUCED LUNG CANCER.**  
629 **RADON, A CLASS A HUMAN CARCINOGEN, IS THE LEADING CAUSE OF LUNG CANCER IN NONSMOKERS**  
630 **AND THE SECOND LEADING CAUSE OF LUNG CANCER OVERALL. THE SELLER OF RESIDENTIAL REAL**  
631 **PROPERTY IS REQUIRED TO PROVIDE THE BUYER WITH ANY KNOWN INFORMATION ON RADON TEST**  
632 **RESULTS OF THE RESIDENTIAL REAL PROPERTY.**

633 **AN ELECTRONIC COPY OF THE MOST RECENT BROCHURE PUBLISHED BY THE DEPARTMENT OF**  
634 **PUBLIC HEALTH AND ENVIRONMENT IN ACCORDANCE WITH C.R.S. §25-11-114(2)(A) THAT PROVIDES**  
635 **ADVICE ABOUT "RADON AND REAL ESTATE TRANSACTIONS IN COLORADO" IS AVAILABLE AT:**  
636 **HTTPS://CDPHE.COLORADO.GOV/RADON-AND-REAL-ESTATE.**

637 **11. TENANT ESTOPPEL STATEMENTS. [Intentionally Deleted]**

638 

<b>CLOSING PROVISIONS</b>
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639 **12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.**

640 **12.1. Closing Documents and Closing Information.** Seller and Buyer will cooperate with the Closing Company to enable  
641 the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If Buyer is  
642 obtaining a loan to purchase the Property, Buyer acknowledges Buyer's lender is required to provide the Closing Company, in a  
643 timely manner, all required loan documents and financial information concerning Buyer's loan. Buyer and Seller will furnish any  
644 additional information and documents required by Closing Company that will be necessary to complete this transaction. Buyer and  
645 Seller will sign and complete all customary or reasonably required documents at or before Closing.

646 **12.2. Closing Instructions.** Colorado Real Estate Commission's Closing Instructions  **Are**  **Are Not** executed with  
647 this Contract.

648 **12.3. Closing.** Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as  
649 the **Closing Date** or by mutual agreement at an earlier date. At Closing, Seller agrees to deliver a set of keys for the Property to  
650 Buyer. The hour and place of Closing will be as designated by \_\_\_\_\_.

651 **12.4. Disclosure of Settlement Costs.** Buyer and Seller acknowledge that costs, quality and extent of service vary between  
652 different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

653 **12.5. Assignment of Leases.** Seller must assign to Buyer all Leases at Closing that will continue after Closing and Buyer  
654 must assume Seller's obligations under such Leases. Further, Seller must transfer to Buyer all Leased Items and assign to Buyer such  
655 leases for the Leased Items accepted by Buyer pursuant to § 2.5.7. (Leased Items).

656 **13. TRANSFER OF TITLE.** Subject to Buyer's compliance with the terms and provisions of this Contract, including the tender  
657 of any payment due at Closing, Seller must execute and deliver the following good and sufficient deed to Buyer, at Closing:   
658 special warranty deed  general warranty deed  bargain and sale deed  quit claim deed  personal representative's deed  
659  \_\_\_\_\_ deed. Seller, provided another deed is not selected, must execute and deliver a good and  
660 sufficient special warranty deed to Buyer, at Closing.

661 Unless otherwise specified in § 29 (Additional Provisions), if title will be conveyed using a special warranty deed or a general  
662 warranty deed, title will be conveyed "subject to statutory exceptions" as defined in §38-30-113(5)(a), C.R.S.

663 **14. PAYMENT OF LIENS AND ENCUMBRANCES.** Unless agreed to by Buyer in writing, any amounts owed on any liens  
664 or encumbrances securing a monetary sum against the Property and Inclusions, including any governmental liens for special  
665 improvements installed as of the date of Buyer's signature hereon, whether assessed or not, and previous years' taxes, will be paid  
666 at or before Closing by Seller from the proceeds of this transaction or from any other source.

667 **15. CLOSING COSTS, FEES, ASSOCIATION STATUS LETTER AND DISBURSEMENTS, TAXES AND**  
668 **WITHHOLDING.**

669 **15.1. Closing Costs.** Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required  
670 to be paid at Closing, except as otherwise provided herein. However, if Buyer's loan specified in §4.5.3. (Loan Limitations) prohibits  
671 Buyer from paying for any of the fees contained in this Section, the fees will be paid for by Seller.

672 **15.2. Closing Services Fee.** The fee for real estate closing services must be paid at Closing by  Buyer  Seller  
673  One-Half by Buyer and One-Half by Seller  Other \_\_\_\_\_.

674 **15.3. Association Fees and Required Disbursements.** At least fourteen days prior to **Closing Date**, Seller agrees to  
675 promptly request that the Closing Company or the Association deliver to Buyer a current Status Letter, if applicable. Any fees  
676 associated with or specified in the Status Letter will be paid as follows:

677 **15.3.1. Status Letter Fee.** Any fee incident to the issuance of Association's Status Letter must be paid by  Buyer  
678  Seller  One-Half by Buyer and One-Half by Seller  N/A.

679 **15.3.2. Record Change Fee.** Any Record Change Fee must be paid by  Buyer  Seller  One-Half by Buyer  
680 and One-Half by Seller  N/A.

681 **15.3.3. Assessments, Reserves or Working Capital.** All assessments required to be paid in advance (other than  
682 Association Assessments as defined in § 16.2. (Association Assessments), reserves or working capital due at Closing must be paid  
683 by  Buyer  Seller  One-Half by Buyer and One-Half by Seller  N/A.

684 **15.3.4. Other Fees.** Any other fee listed in the Status Letter as required to be paid at Closing will be paid by   
685 Buyer  Seller  One-Half by Buyer and One-Half by Seller  N/A.

686 **15.4. Local Transfer Tax.** Any Local Transfer Tax must be paid at Closing by  Buyer  Seller  One-Half by  
687 Buyer and One-Half by Seller  N/A.

688 **15.5. Sales and Use Tax.** Any sales and use tax that may accrue because of this transaction must be paid when due by  
689  Buyer  Seller  One-Half by Buyer and One-Half by Seller  N/A.

690 **15.6. Private Transfer Fee.** Any private transfer fees and other fees due to a transfer of the Property, payable at Closing,  
691 such as community association fees, developer fees and foundation fees, must be paid at Closing by  Buyer  Seller  
692  One-Half by Buyer and One-Half by Seller  N/A.

693 **15.7. Water Transfer Fees.** Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed  
694 \$\_\_\_\_\_ for:

695  Water Stock/Certificates  Water District  
696  Augmentation Membership  Small Domestic Water Company  \_\_\_\_\_  
697 and must be paid at Closing by  Buyer  Seller  One-Half by Buyer and One-Half by Seller  N/A.

698 **15.8. Utility Transfer Fees.** Utility transfer fees can change. Any fees to transfer utilities from Seller to Buyer must be  
699 paid by  Buyer  Seller  One-Half by Buyer and One-Half by Seller  N/A.

700 **15.9. FIRPTA and Colorado Withholding.**

701 **15.9.1. FIRPTA.** The Internal Revenue Service (IRS) may require a substantial portion of the Seller's proceeds be  
702 withheld after Closing when Seller is a foreign person. If required withholding does not occur, the Buyer could be held liable for the  
703 amount of the Seller's tax, interest and penalties. If the box in this Section is checked, Seller represents that Seller  **IS** a foreign  
704 person for purposes of U.S. income taxation. If the box in this Section is not checked, Seller represents that Seller is not a foreign  
705 person for purposes of U.S. income taxation. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably  
706 requested documents to verify Seller's foreign person status. If withholding is required, Seller authorizes Closing Company to  
707 withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or  
708 if an exemption exists.

709 **15.9.2. Colorado Withholding.** The Colorado Department of Revenue may require a portion of the Seller's proceeds  
710 be withheld after Closing when Seller will not be a Colorado resident after Closing, if not otherwise exempt. Seller agrees to  
711 cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's status. If withholding  
712 is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's  
713 tax advisor to determine if withholding applies or if an exemption exists.

714 **16. PRORATIONS AND ASSOCIATION ASSESSMENTS.**

715 **16.1. Prorations.** The following will be prorated to the **Closing Date**, except as otherwise provided:

716 **16.1.1. Taxes.** Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes  
717 for the year of Closing, based on  **Taxes for the Calendar Year Immediately Preceding Closing**  **Most Recent Mill Levy**  
718 **and Most Recent Assessed Valuation**, adjusted by any applicable qualifying seniors property tax exemption, qualifying disabled  
719 veteran exemption or  **Other** \_\_\_\_\_.

720           **16.1.2. Rents.** Rents based on  **Rents Actually Received**  **Accrued.** At Closing, Seller will transfer or credit  
721 to Buyer the security deposits for all Leases assigned to Buyer, or any remainder after lawful deductions, and notify all tenants in  
722 writing of such transfer and of the transferee's name and address.

723           **16.1.3. Other Prorations.** Water and sewer charges, propane, interest on continuing loan and \_\_\_\_\_.

724           **16.1.4. Final Settlement.** Unless otherwise specified in Additional Provisions, these prorations are final.

725           **16.2. Association Assessments.** Current regular Association assessments and dues (Association Assessments) paid in  
726 advance will be credited to Seller at Closing. Cash reserves held out of the regular Association Assessments for deferred maintenance  
727 by the Association will not be credited to Seller except as may be otherwise provided by the Governing Documents. Buyer  
728 acknowledges that Buyer may be obligated to pay the Association, at Closing, an amount for reserves or working capital. Any special  
729 assessment assessed prior to **Closing Date** by the Association will be the obligation of  **Buyer**  **Seller.** Except however, any  
730 special assessment by the Association for improvements that have been installed as of the date of Buyer's signature hereon, whether  
731 assessed prior to or after Closing, will be the obligation of Seller unless otherwise specified in Additional Provisions. Seller represents  
732 there are no unpaid regular or special assessments against the Property except the current regular assessments and  
733 \_\_\_\_\_ . Association Assessments are subject to change as provided in the Governing Documents.

734 **17. POSSESSION.** Possession of the Property and Inclusions will be delivered to Buyer on **Possession Date** at **Possession Time,**  
735 subject to the Leases as set forth in § 10.6.1.1. and, if applicable, any Post-Closing Occupancy Agreement.

736           If Seller, after Closing occurs, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally  
737 liable to Buyer, notwithstanding § 20.2. (If Seller is in Default), for payment of \$ \_\_\_\_\_ per day (or any part of a day  
738 notwithstanding § 3.3., Day) from **Possession Date** and **Possession Time** until possession is delivered.

739           Buyer represents that Buyer will occupy the Property as Buyer's principal residence unless the following box is checked, then  
740 Buyer  **Does Not** represent that Buyer will occupy the Property as Buyer's principal residence.

741  If the box is checked, Buyer and Seller agree to execute a Post-Closing Occupancy Agreement.

742

## GENERAL PROVISIONS

743 **18. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION; AND**  
744 **WALK-THROUGH.** Except as otherwise provided in this Contract, the Property, Inclusions or both will be delivered in the  
745 condition existing as of the date of this Contract, ordinary wear and tear excepted.

746           **18.1. Causes of Loss, Insurance.** In the event the Property or Inclusions are damaged by fire, other perils or causes of loss  
747 prior to Closing (Property Damage) in an amount of not more than ten percent of the total Purchase Price and if the repair of the  
748 damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds,  
749 will use Seller's reasonable efforts to repair the Property before **Closing Date.** Buyer has the Right to Terminate under § 24.1., on  
750 or before **Closing Date,** if the Property is not repaired before **Closing Date,** or if the damage exceeds such sum. Should Buyer elect  
751 to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were  
752 received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any  
753 deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received  
754 the insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the Property repaired prior to  
755 Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if acceptable to Seller's  
756 insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the parties or their attorney  
757 requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and will receive due to such  
758 damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.

759           **18.2. Damage, Inclusions and Services.** Should any Inclusion or service (including utilities and communication services),  
760 system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged between the date  
761 of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion  
762 or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or  
763 replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by  
764 Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before  
765 Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 24.1., on or before **Closing Date,** or, at the  
766 option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must  
767 not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive  
768 Closing.

769           **18.3. Condemnation.** In the event Seller receives actual notice prior to Closing that a pending condemnation action may  
770 result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation  
771 action. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date,** based on such condemnation action, in Buyer's  
772 sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and  
773 Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value  
774 of the Property or Inclusions, but such credit will not include relocation benefits or expenses or exceed the Purchase Price.

775 **18.4. Walk-Through and Verification of Condition.** Buyer, upon reasonable notice, has the right to walk through the  
776 Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

777 **18.5. Home Warranty.** Seller and Buyer are aware of the existence of pre-owned home warranty programs that may be  
778 purchased and may cover the repair or replacement of such Inclusions.

779 **19. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this Contract, Buyer and Seller acknowledge that  
780 their respective broker has advised that this Contract has important legal consequences and has recommended: (1) legal examination  
781 of title; (2) consultation with legal and tax or other counsel before signing this Contract as this Contract may have important legal  
782 and tax implications; (3) to consult with their own attorney if Water Rights, Mineral Rights or Leased Items are included or excluded  
783 in the sale; and (4) to consult with legal counsel if there are other matters in this transaction for which legal counsel should be  
784 engaged and consulted. Such consultations must be done timely as this Contract has strict time limits, including deadlines, that must  
785 be complied with.

786  
787 **20. TIME OF ESSENCE, DEFAULT AND REMEDIES.** Time is of the essence for all dates and deadlines in this Contract.  
788 This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money, is not paid, honored  
789 or tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting party  
790 has the following remedies:

791 **20.1. If Buyer is in Default:**

792  **20.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid  
793 by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money is not a penalty, and the Parties agree the  
794 amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to treat  
795 this Contract as being in full force and effect and Seller has the right to specific performance or damages, or both.

796 **20.1.2. Liquidated Damages, Applicable. This § 20.1.2. applies unless the box in § 20.1.1. is checked.** Seller may  
797 cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that  
798 the Earnest Money amount specified in § 4.1. is LIQUIDATED DAMAGES and not a penalty, which amount the parties agree is  
799 fair and reasonable and (except as provided in §§ 10.4. and 21), such amount is SELLER'S ONLY REMEDY for Buyer's failure to  
800 perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and additional damages.

801 **20.2. If Seller is in Default:**

802 **20.2.1. Specific Performance, Damages or Both.** Buyer may elect to treat this Contract as canceled, in which case  
803 all Earnest Money received hereunder will be returned to Buyer and Buyer may recover such damages as may be proper.  
804 Alternatively, in addition to the per diem in § 17 (Possession) for failure of Seller to timely deliver possession of the Property after  
805 Closing occurs, Buyer may elect to treat this Contract as being in full force and effect and Buyer has the right to specific performance  
806 or damages, or both.

807 **20.2.2. Seller's Failure to Perform.** In the event Seller fails to perform Seller's obligations under this Contract, to  
808 include, but not limited to, failure to timely disclose Association violations known by Seller, failure to perform any replacements or  
809 repairs required under this Contract or failure to timely disclose any known adverse material facts, Seller remains liable for any such  
810 failures to perform under this Contract after Closing. Buyer's rights to pursue the Seller for Seller's failure to perform under this  
811 Contract are reserved and survive Closing.

812 **21. LEGAL FEES, COST AND EXPENSES.** Anything to the contrary herein notwithstanding, in the event of any arbitration  
813 or litigation relating to this Contract, prior to or after **Closing Date**, the arbitrator or court must award to the prevailing party all  
814 reasonable costs and expenses, including attorney fees, legal fees and expenses.

815 **22. MEDIATION.** If a dispute arises relating to this Contract (whether prior to or after Closing) and is not resolved, the parties  
816 must first proceed, in good faith, to mediation. Mediation is a process in which the parties meet with an impartial person who helps  
817 to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is  
818 binding, the parties to the dispute must agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator  
819 and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire  
820 dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at that  
821 party's last known address (physical or electronic as provided in § 26). Nothing in this Section prohibits either party from filing a  
822 lawsuit and recording a *lis pendens* affecting the Property, before or after the date of written notice requesting mediation. This  
823 Section will not alter any date in this Contract, unless otherwise agreed.

824 **23. EARNEST MONEY DISPUTE.** Except as otherwise provided herein, Earnest Money Holder must release the Earnest  
825 Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding  
826 the Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole subjective  
827 discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest  
828 Money into a court of competent jurisdiction (Earnest Money Holder is entitled to recover court costs and reasonable attorney and  
829 legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of

830 the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one  
831 hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder is authorized to return the Earnest  
832 Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit and has not interpleaded the monies at the time  
833 of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the  
834 obligation of § 22 (Mediation). This Section will survive cancellation or termination of this Contract.

835 **24. TERMINATION.**

836 **24.1. Right to Terminate.** If a party has a right to terminate, as provided in this Contract (Right to Terminate), the  
837 termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written  
838 notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or  
839 before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory  
840 and waives the Right to Terminate under such provision.

841 **24.2. Effect of Termination.** In the event this Contract is terminated, and all Earnest Money received hereunder is timely  
842 returned to Buyer, the parties are relieved of all obligations hereunder, subject to §§ 10.4. and 21.

843 **25. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS.** This Contract, its exhibits and specified  
844 addenda, constitute the entire agreement between the parties relating to the subject hereof and any prior agreements pertaining  
845 thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the terms  
846 of this Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right or  
847 obligation in this Contract that, by its terms, exists or is intended to be performed after termination or Closing survives the same.  
848 Any successor to a party receives the predecessor's benefits and obligations of this Contract.

849 **26. NOTICE, DELIVERY AND CHOICE OF LAW.**

850 **26.1. Physical Delivery and Notice.** Any document or notice to Buyer or Seller must be in writing, except as provided in  
851 § 26.2. and is effective when physically received by such party, any individual named in this Contract to receive documents or  
852 notices for such party, Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing  
853 must be received by the party, not Broker or Brokerage Firm).

854 **26.2. Electronic Notice.** As an alternative to physical delivery, any notice may be delivered in electronic form to Buyer or  
855 Seller, any individual named in this Contract to receive documents or notices for such party, Broker or Brokerage Firm of Broker  
856 working with such party (except any notice or delivery after Closing, cancellation or Termination must be received by the party, not  
857 Broker or Brokerage Firm) at the electronic address of the recipient by facsimile, email or \_\_\_\_\_.

858 **26.3. Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by: (1) email at the email address  
859 of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the  
860 documents, or (3) facsimile at the facsimile number (Fax No.) of the recipient.

861 **26.4. Choice of Law.** This Contract and all disputes arising hereunder are governed by and construed in accordance with  
862 the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property  
863 located in Colorado.

864 **27. NOTICE OF ACCEPTANCE, COUNTERPARTS.** This proposal will expire unless accepted in writing, by Buyer and  
865 Seller, as evidenced by their signatures below and the offering party receives notice of such acceptance pursuant to § 26 on or before  
866 **Acceptance Deadline Date and Acceptance Deadline Time.** If accepted, this document will become a contract between Seller and  
867 Buyer. A copy of this Contract may be executed by each party, separately and when each party has executed a copy thereof, such  
868 copies taken together are deemed to be a full and complete contract between the parties.

869 **28. GOOD FAITH.** Buyer and Seller acknowledge that each party has an obligation to act in good faith including, but not limited  
870 to, exercising the rights and obligations set forth in the provisions of **Financing Conditions and Obligations; Title Insurance,**  
871 **Record Title and Off-Record Title; New ILC, New Survey; and Property Disclosure, Inspection, Indemnity, Insurability Due**  
872 **Diligence and Source of Water.**

873 **ADDITIONAL PROVISIONS AND ATTACHMENTS**

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

876  
877  
878  
879  
880

881  
882  
883  
884  
885

886 **30. OTHER DOCUMENTS.**

887 **30.1. Documents Part of Contract.** The following documents **are a part** of this Contract:

888 **30.1.1. Post-Closing Occupancy Agreement.** If the Post-Closing Occupancy Agreement box is checked in § 17  
889 the Post-Closing Occupancy Agreement is a part of this Contract.

890  
891  
892  
893

894 **30.2. Documents Not Part of Contract.** The following documents have been provided but are **not** a part of this Contract:

895  
896  
897

898 **SIGNATURES**

899

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

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

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

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

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

Phone No.: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

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

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

900 **[NOTE: If this offer is being countered or rejected, do not sign this document.]**

Seller's Name: \_\_\_\_\_

Seller's Name: \_\_\_\_\_

\_\_\_\_\_  
Seller's Signature Date

\_\_\_\_\_  
Seller's Signature Date

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

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

Phone No.: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

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

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

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902

**END OF CONTRACT TO BUY AND SELL REAL ESTATE**

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

**A. Broker Working With Buyer**



Broker  **Does**  **Does Not** acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

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

**Customer.** Broker has no brokerage relationship with Buyer. See § B for Broker's brokerage relationship with Seller.

Brokerage Firm's compensation or commission is to be paid by  **Listing Brokerage Firm**  **Buyer**  **Other** \_\_\_\_\_.

This Broker's Acknowledgements and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be entered into separately and apart from this provision.

Brokerage Firm's Name: \_\_\_\_\_  
Brokerage Firm's License #: \_\_\_\_\_  
Broker's Name: \_\_\_\_\_  
Broker's License #: \_\_\_\_\_

\_\_\_\_\_  
Broker's Signature

\_\_\_\_\_  
Date

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

---

### B. Broker Working with Seller

Broker  **Does**  **Does Not** acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

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

**Customer.** Broker has no brokerage relationship with Seller. See § A for Broker's brokerage relationship with Buyer.

Brokerage Firm's compensation or commission is to be paid by  **Seller**  **Buyer**  **Other** \_\_\_\_\_.

This Broker's Acknowledgements and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be entered into separately and apart from this provision.

Brokerage Firm's Name: \_\_\_\_\_  
Brokerage Firm's License #: \_\_\_\_\_  
Broker's Name: \_\_\_\_\_  
Broker's License #: \_\_\_\_\_

\_\_\_\_\_  
Broker's Signature

\_\_\_\_\_  
Date

Address:

---

Phone No.:

---

Fax No.:

---

Email Address:

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903



# Dora

Department of Regulatory Agencies

## The HOA Information and Resource Center

The HOA Information and Resource Center has been in operation since January 1, 2011. It was created in 2010 by the Colorado Legislature as a result of legislative and consumer concerns regarding homeowner's associations in Colorado. The Office is organized within the Division of Real Estate under the Department of Regulatory Agencies.

The HOA Office registers and collects information concerning homeowner's associations, including an HOA's contact information, and handles consumer inquiries and complaints from homeowners. The HOA Office provides assistance and information to homeowners, HOA boards, declarants and other interested parties concerning their rights and responsibilities pursuant to the Colorado Common Interest Ownership Act ("CCIOA").

The HOA Information Officer administers the HOA Office, and he reviews, analyzes, and presents the data and information collected in an annual report. The report presents data concerning the number and geographical concentration of HOA's in the State, as well as inquiries and complaint types received.

The HOA Office does not however, provide legal advice or mediate disputes with HOA's or community association managers. Also, the Division of Real Estate and the HOA Office does not have the authority to conduct investigations, nor does it have regulatory oversight over homeowner's associations or community association managers (who are not licensed real estate brokers). The HOA Office provides informational resource materials and referral information to consumers to assist them with their concerns.

The HOA Office receives many inquiries and complaints concerning HOA's, some of which pertain to:

- HOA managers/management companies;
- Board member responsibilities;
- Governing documents;
- Meetings and elections;
- Community maintenance;
- Dues, fees, fines and rule enforcement;
- Declarant issues; and
- Disclosure and production of records.

1560 Broadway, Suite 925 Denver, Colorado 80202  
Fax 303.894.2683

[www.dora.state.co.us](http://www.dora.state.co.us)

Phone 303.894.2166  
V/TDD 711



The HOA Information and Resource Center's goals for 2013 will be to:

- Expand community outreach throughout the State;
- Utilize media and non-profit resources for the dissemination of HOA information;
- Develop more educational information for HOA owners, managers, and developers;
- Provide community presentations, forums, and workshops on HOA issues;
- Offer HOA educational classes for consumers and industry professionals;
- Have a greater Office website presence with practical HOA issue information and materials, expanding FAQ's, and providing useful resource links for additional assistance and referrals;
- Streamline the HOA registration system in order to collect relevant HOA data; and
- Empower the consumer with knowledge concerning their rights and responsibilities in an HOA.

The HOA Office is committed to assisting homeowners and consumers with the best possible service and providing all interested parties with the resources and information necessary to be better informed regarding HOA issues.

You may logon to the website for information regarding the Colorado Common Interest Ownership Act and other informational materials and resources, or you can contact the HOA Officer at the number below if you have any questions or concerns.

The HOA Information and Resource Center's contact information is:

**Gary Kujawski**  
**HOA Information Officer**  
**1560 Broadway, Suite 925,**  
**Denver, CO 80202**  
**ph# 303-894-2355**  
**Email: [gary.kujawski@state.co.us](mailto:gary.kujawski@state.co.us)**  
**<http://www.dora.state.co.us/real-estate/HOA.htm>**

1560 Broadway, Suite 925 Denver, Colorado 80202  
Fax 303.894.2683 [www.dora.state.co.us](http://www.dora.state.co.us)

Phone 303.894.2166  
V/TDD 711





## Ten Important Questions to Ask Your Home Inspector

### 1. What does your inspection cover?

The inspector should ensure that their inspection and inspection report will meet all applicable requirements in your state if applicable and will comply with a well-recognized standard of practice and code of ethics. You should be able to request and see a copy of these items ahead of time and ask any questions you may have. If there are any areas you want to make sure are inspected, be sure to identify them upfront.

### 2. How long have you been practicing in the home inspection profession and how many inspections have you completed?

The inspector should be able to provide his or her history in the profession and perhaps even a few names as referrals. Newer inspectors can be very qualified, and many work with a partner or have access to more experienced inspectors to assist them in the inspection.

### 3. Are you specifically experienced in residential inspection?

Related experience in construction or engineering is helpful, but is no substitute for training and experience in the unique discipline of home inspection. If the inspection is for a commercial property, then this should be asked about as well.

### 4. Do you offer to do repairs or improvements based on the inspection?

Some inspector associations and state regulations allow the inspector to perform repair work on problems uncovered in the inspection. Other associations and regulations strictly forbid this as a conflict of interest.

### 5. How long will the inspection take?

The average on-site inspection time for a single inspector is two to three hours for a typical single-family house; anything significantly less may not be enough time to perform a thorough inspection. Additional inspectors may be brought in for very large properties and buildings.

### 6. How much will it cost?

Costs vary dramatically, depending on the region, size and age of the house, scope of services and other factors. A typical range might be \$300-\$500, but consider the value of the home inspection in terms of the investment being made. Cost does not necessarily reflect quality. HUD Does not regulate home inspection fees.

### 7. What type of inspection report do you provide and how long will it take to receive the report?

Ask to see samples and determine whether or not you can understand the inspector's reporting style and if the time parameters fulfill your needs. Most inspectors provide their full report within 24 hours of the inspection.

### 8. Will I be able to attend the inspection?

This is a valuable educational opportunity, and an inspector's refusal to allow this should raise a red flag. Never pass up this opportunity to see your prospective home through the eyes of an expert.

### 9. Do you maintain membership in a professional home inspector association?

There are many state and national associations for home inspectors. Request to see their membership ID, and perform whatever due diligence you deem appropriate.

### 10. Do you participate in continuing education programs to keep your expertise up to date?

One can never know it all, and the inspector's commitment to continuing education is a good measure of his or her professionalism and service to the consumer. This is especially important in cases where the home is much older or includes unique elements requiring additional or updated training

# CAUTION

U.S. Department of Housing  
and Urban Development  
Federal Housing Administration (FHA)



OMB Approval No: 2502-0538  
(exp. 05/31/2014)

## For Your Protection: Get a Home Inspection

### Why a Buyer Needs a Home Inspection

A home inspection gives the buyer more detailed information about the overall condition of the home prior to purchase. In a home inspection, a qualified inspector takes an in-depth, unbiased look at your potential new home to:

- ✓ Evaluate the physical condition: structure, construction, and mechanical systems;
- ✓ Identify items that need to be repaired or replaced; and
- ✓ Estimate the remaining useful life of the major systems, equipment, structure, and finishes.

### Appraisals are Different from Home Inspections

An appraisal is different from a home inspection. Appraisals are for lenders; home inspections are for buyers. An appraisal is required to:

- ✓ Estimate the market value of a house;
- ✓ Make sure that the house meets FHA minimum property standards/requirements; and
- ✓ Make sure that the property is marketable.

### FHA Does Not Guarantee the Value or Condition of your Potential New Home

If you find problems with your new home after closing, FHA can not give or lend you money for repairs, and FHA can not buy the home back from you. That is why it is so important for you, the buyer, to get an independent home inspection. Ask a qualified home inspector to inspect your potential new home and give you the information you need to make a wise decision.

### Radon Gas Testing

The United States Environmental Protection Agency and the Surgeon General of the United States have recommended that all houses should be tested for radon. For more information on radon testing, call the toll-free National Radon Information Line at 1-800-SOS-Radon or 1-800-767-7236. As with a home inspection, if you decide to test for radon, you may do so before signing your contract, or you may do so after signing the contract as long as your contract states the sale of the home depends on your satisfaction with the results of the radon test.

### Be an Informed Buyer

It is your responsibility to be an informed buyer. Be sure that what you buy is satisfactory in every respect. You have the right to carefully examine your potential new home with a qualified home inspector. You may arrange to do so before signing your contract, or may do so after signing the contract as long as your contract states that the sale of the home depends on the inspection.



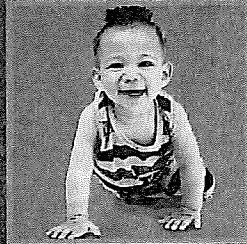
HUD-92564-CN (6/06)



# CAUTION



# Protect Your Family From Lead in Your Home



June 2017

## Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have lead-based paint? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



## Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at [epa.gov/lead](http://epa.gov/lead).
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

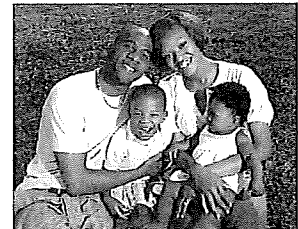
## Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Women of childbearing age should know that lead is dangerous to a developing fetus.

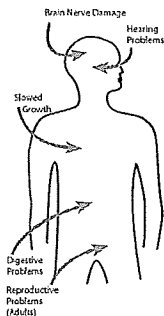
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

## Health Effects of Lead

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

### In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention-deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

### In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

3

## Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.<sup>1</sup>

Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.<sup>2</sup>

Learn how to determine if paint is lead-based paint on page 7.

### Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at [epa.gov/lead](http://epa.gov/lead).

<sup>1</sup> "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm), or more than 0.5% by weight.

<sup>2</sup> "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

5

## Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

Your doctor can explain what the test results mean and if more testing will be needed.

4

## Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorating lead-based paint (peeling, chipping, chalking, cracking, or damaged paint) is a hazard and needs immediate attention. Lead-based paint may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) and higher for floors, including carpeted floors
- 250  $\mu\text{g}/\text{ft}^2$  and higher for interior window sills

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

6



## Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A **lead-based paint inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
  - Portable x-ray fluorescence (XRF) machine
  - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
  - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
  - Sample dust near painted surfaces and sample bare soil in the yard
  - Get lab tests of paint, dust, and soil samples
- A **combination inspection and risk assessment** tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

## Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit [epa.gov/lead](http://epa.gov/lead), or call 1-800-424-LEAD (5323) for a list of contacts in your area.<sup>3</sup>

<sup>3</sup> Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

## What You Can Do Now to Protect Your Family

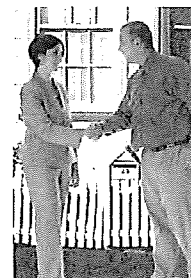
If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

## Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

- In addition to day-to-day cleaning and good nutrition, you can temporarily reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.



Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement professional. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

## Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) for floors, including carpeted floors
- 250  $\mu\text{g}/\text{ft}^2$  for interior windows sills
- 400  $\mu\text{g}/\text{ft}^2$  for window troughs

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit [epa.gov/lead](http://epa.gov/lead), or call 1-800-424-LEAD.

11

## Other Sources of Lead

### Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

### Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800-424-LEAD.\*

Call your local health department or water company to find out about testing your water, or visit [epa.gov/safewater](http://epa.gov/safewater) for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

\* Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

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## Renovating, Repairing or Painting a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
  - Open-flame burning or torching
  - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
  - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit [epa.gov/getleadsafe](http://epa.gov/getleadsafe), or read *The Lead-Safe Certified Guide to Renovate Right*.

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## Other Sources of Lead, continued

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- **Old toys and furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.<sup>4</sup>
- **Food and liquids** cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon**," used to treat an upset stomach.

<sup>4</sup> In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.

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## For More Information

### The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at [epa.gov/lead](http://epa.gov/lead) and [hud.gov/lead](http://hud.gov/lead), or call 1-800-424-LEAD (5323).

### EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call 1-800-426-4791, or visit [epa.gov/safewater](http://epa.gov/safewater) for information about lead in drinking water.

### Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call 1-800-638-2772, or visit CPSC's website at [cpsc.gov](http://cpsc.gov) or [saferproducts.gov](http://saferproducts.gov).

### State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at [epa.gov/lead](http://epa.gov/lead), or contact the National Lead Information Center at 1-800-424-LEAD.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at 1-800-877-8339.

## U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

**Region 1** (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact  
U.S. EPA Region 1  
5 Post Office Square, Suite 100, OES 05-4  
Boston, MA 02109-3912  
(888) 372-7341

**Region 2** (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact  
U.S. EPA Region 2  
2890 Woodbridge Avenue  
Building 205, Mail Stop 225  
Edison, NJ 08837-3679  
(732) 321-6671

**Region 3** (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact  
U.S. EPA Region 3  
1650 Arch Street  
Philadelphia, PA 19103  
(215) 814-2088

**Region 4** (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact  
U.S. EPA Region 4  
AFC Tower, 12th Floor, Air, Pesticides & Toxics  
61 Forsyth Street, SW  
Atlanta, GA 30303  
(404) 562-8998

**Region 5** (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact  
U.S. EPA Region 5 (DT-8J)  
77 West Jackson Boulevard  
Chicago, IL 60604-3666  
(312) 886-7836

**Region 6** (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact  
U.S. EPA Region 6  
1445 Ross Avenue, 12th Floor  
Dallas, TX 75202-2733  
(214) 665-2704

**Region 7** (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact  
U.S. EPA Region 7  
11201 Renner Blvd.  
WAWPD/TOPE  
Lenexa, KS 66219  
(800) 223-0425

**Region 8** (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact  
U.S. EPA Region 8  
1595 Wynkoop St.  
Denver, CO 80202  
(303) 312-6966

**Region 9** (Arizona, California, Hawaii, Nevada)

Regional Lead Contact  
U.S. EPA Region 9 (CMD-4-2)  
75 Hawthorne Street  
San Francisco, CA 94105  
(415) 947-4280

**Region 10** (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact  
U.S. EPA Region 10  
Solid Waste & Toxics Unit (WCM-128)  
1200 Sixth Avenue, Suite 900  
Seattle, WA 98101  
(206) 553-1200

## Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

### CPSC

4330 East West Highway  
Bethesda, MD 20814-4421  
1-800-638-2772  
[cpsc.gov](http://cpsc.gov) or [saferproducts.gov](http://saferproducts.gov)

## U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact HUD's Office of Healthy Homes and Lead Hazard Control for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

### HUD

451 Seventh Street, SW, Room 8236  
Washington, DC 20410-3000  
(202) 402-7698  
[hud.gov/offices/lead/](http://hud.gov/offices/lead/)

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## IMPORTANT!

### Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).