



Coldwell Banker Distinctive Properties
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The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (LC50-6-19) (Mandatory 1-20)

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

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

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

EXCLUSIVE RIGHT-TO-SELL LISTING CONTRACT

SELLER AGENCY TRANSACTION-BROKERAGE

Date: 3/2/2021

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

2. BROKER AND BROKERAGE FIRM.

2.1. Multiple-Person Firm. If this box is checked, Broker (as defined below) is the individual designated by Brokerage Firm to serve as the broker of Seller and to perform the services for Seller required by this Seller Listing Contract. If more than one individual is so designated, then references in this Seller Listing Contract to Broker 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.

2.2. One-Person Firm. If this box is checked, Broker (as defined below) is a brokerage firm with only one licensed person. References in this Seller Listing Contract to Broker or Brokerage Firm mean both the licensed person and brokerage firm who serve as the Broker of Seller and perform the services for Seller required by this Seller Listing Contract.

3. DEFINED TERMS.

3.1. Seller: Chrissi Lynn Walsh

3.2. Brokerage Firm: Coldwell Banker Distinctive Properties

3.3. Broker: Heather M. Feistner

3.4. Property. The Property is the following legally described real estate in the County of LaPlata, Colorado:

MOBILE/MANUFACTURED SERIAL: 12046 YEAR: 1999 MAKE: FUQUA SIZE: 28X60 SPACE: ATTACHED TO LAND LOT 2, PROJ #80-59 800 QUARTER HORSE RD DURANGO 81303

Initials _____

58 known as No. 800 Quarter Horse Road Durango, CO 81303,

59

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

62

63 **3.5. Affordable Housing.** If this box is checked, Seller represents, to the best of Seller's actual
64 knowledge, the Property **IS** part of an affordable housing program. If this box is **NOT** checked, Seller
65 represents that Property is **NOT** part of an affordable housing program.

66

67 **3.6. Sale; Lease.**

68

69 **3.6.1.** A "Sale" of the Property is the voluntary transfer or exchange of any interest in the
70 Property or the voluntary creation of the obligation to convey any interest in the Property, including a contract
71 or lease. It also includes an agreement to transfer any ownership interest in an entity which owns the
72 Property.

73

74 **3.6.2.** If this box is checked, Seller authorizes Broker to negotiate a lease of the Property. "Lease of
75 the Property" or "Lease" means any agreement between the Seller and a tenant to create a tenancy or
76 leasehold interest in the Property.

77

78 **3.7. Listing Period.** The Listing Period of this Seller Listing Contract begins on 3/2/2021, and
79 continues through the earlier of (1) completion of the Sale or, if applicable, Lease of the Property or (2)
80 9/2/2021, and any written extensions (Listing Period). Broker must continue to assist in the completion of
81 any Sale or Lease of the Property for which compensation is payable to Brokerage Firm under § 7 of this
82 Seller Listing Contract.

83

84 **3.8. Applicability of Terms.** A check or similar mark in a box means that such provision is applicable.
85 The abbreviation "N/A" or the word "Deleted" means not applicable. The abbreviation "MEC" (mutual
86 execution of this contract) means the date upon which both parties have signed this Seller Listing Contract.

87

88 **3.9. Day; Computation of Period of Days, Deadline.**

89

90 **3.9.1. Day.** As used in this Seller Listing Contract, the term "day" means the entire day ending at
11:59 p.m., United States Mountain Time (Standard or Daylight Savings as applicable).

91

92 **3.9.2. Computation of Period of Days, Deadline.** In computing a period of days, when the
93 ending date is not specified, e.g., three days after MEC, the first day is excluded and the last day is included.

94

95 **Will** **Will Not** be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box
96 be checked, the deadline will not be extended.

97

98 **4. BROKERAGE RELATIONSHIP.**

99

100 **4.1.** If the Seller Agency box at the top of page 1 is checked, Broker represents Seller as Seller's
101 limited agent (Seller's Agent). If the Transaction-Brokerage box at the top of page 1 is checked, Broker acts
102 as a Transaction-Broker.

103

104 **4.2. In-Company Transaction – Different Brokers.** When Seller and buyer in a transaction are
105 working with different brokers within the Brokerage Firm, those brokers continue to conduct themselves
106 consistent with the brokerage relationships they have established. Seller acknowledges that Brokerage Firm
107 is allowed to offer and pay compensation to brokers within Brokerage Firm working with a buyer.

108

109 **4.3. In-Company Transaction – One Broker.** If Seller and buyer are both working with the same
110 Broker, Broker must function as:

111

112 **4.3.1. Seller's Agent.** If the Seller Agency box at the top of page 1 is checked, the parties agree
113 the following applies:

114

115 **4.3.1.1. Seller Agency Unless Brokerage Relationship with Both.** Broker represents
116 Seller as Seller's Agent and must treat the buyer as a customer. A customer is a party to a transaction with

Initials _____

116 whom Broker has no brokerage relationship. Broker must disclose to such customer Broker's relationship
117 with Seller. However, if Broker delivers to Seller a written Change of Status that Broker has a brokerage
118 relationship with the buyer then Broker is working with both Seller and buyer as a Transaction Broker. If the
119 box in § 4.3.1.2 (**Seller Agency Only**) is checked, § 4.3.1.2 (**Seller Agency Only**) applies instead.
120

121 **4.3.1.2. Seller Agency Only.** If this box is checked, Broker represents Seller as Seller's Agent
122 and must treat the buyer as a customer.
123

124 **4.3.2. Transaction-Broker.** If the Transaction-Brokerage box at the top of page 1 is checked, or
125 in the event neither box is checked, Broker must work with Seller as a Transaction-Broker. A Transaction-
126 Broker must perform the duties described in § 5 and facilitate sales transactions without being an advocate or
127 agent for either party. If Seller and buyer are working with the same Broker, Broker must continue to function
128 as a Transaction-Broker.
129

130
131 **5. BROKERAGE DUTIES.** Brokerage Firm, acting through Broker, as either a Transaction-Broker or a
132 Seller's Agent, must perform the following "**Uniform Duties**" when working with Seller:
133

134 **5.1** Broker must exercise reasonable skill and care for Seller, including, but not limited to the following:
135

136 **5.1.1.** Performing the terms of any written or oral agreement with Seller;

137 **5.1.2.** Presenting all offers to and from Seller in a timely manner regardless of whether the
138 Property is subject to a contract for Sale;
139

140 **5.1.3.** Disclosing to Seller adverse material facts actually known by Broker;

141 **5.1.4.** Advising Seller regarding the transaction and advising Seller to obtain expert advice as to
142 material matters about which Broker knows but the specifics of which are beyond the expertise of Broker;
143

144 **5.1.5.** Accounting in a timely manner for all money and property received; and
145

146 **5.1.6.** Keeping Seller fully informed regarding the transaction.
147

148 **5.2.** Broker must not disclose the following information without the informed consent of Seller:
149

150 **5.2.1.** That Seller is willing to accept less than the asking price for the Property;

151 **5.2.2.** What the motivating factors are for Seller to sell the Property;

152 **5.2.3.** That Seller will agree to financing terms other than those offered;

153 **5.2.4.** Any material information about Seller unless disclosure is required by law or failure to
154 disclose such information would constitute fraud or dishonest dealing; or
155

156 **5.2.5.** Any facts or suspicions regarding circumstances that could psychologically impact or
157 stigmatize the Property.
158

159 **5.3.** Seller consents to Broker's disclosure of Seller's confidential information to the supervising broker
160 or designee for the purpose of proper supervision, provided such supervising broker or designee does not
161 further disclose such information without consent of Seller, or use such information to the detriment of Seller.
162

163 **5.4.** Brokerage Firm may have agreements with other sellers to market and sell their property. Broker
164 may show alternative properties not owned by Seller to other prospective buyers and list competing
165 properties for sale.
166

167 **5.5.** Broker is not obligated to seek additional offers to purchase the Property while the Property is
168 subject to a contract for Sale.
169

170 **5.6.** Broker has no duty to conduct an independent inspection of the Property for the benefit of a
171 buyer and has no duty to independently verify the accuracy or completeness of statements made by Seller or
172 independent inspectors. Broker has no duty to conduct an independent investigation of a buyer's financial
173
174

175 condition or to verify the accuracy or completeness of any statement made by a buyer.

176 **5.7.** Seller understands that Seller is not liable for Broker's acts or omissions that have not been
177 approved, directed, or ratified by Seller.
178

179 **5.8.** When asked, Broker **Will** **Will Not** disclose to prospective buyers and cooperating brokers
180 the existence of offers on the Property and whether the offers were obtained by Broker, a broker within
181 Brokerage Firm or by another broker.
182

183
184 **6. ADDITIONAL DUTIES OF SELLER'S AGENT.** If the Seller Agency box at the top of page 1 is checked,
185 Broker is Seller's Agent, with the following additional duties:
186

187 **6.1.** Promoting the interests of Seller with the utmost good faith, loyalty and fidelity;

188 **6.2.** Seeking a price and terms that are set forth in this Seller Listing Contract; and

189 **6.3.** Counseling Seller as to any material benefits or risks of a transaction that are actually known by
190 Broker.
191

192

193
194 **7. COMPENSATION TO BROKERAGE FIRM; COMPENSATION TO COOPERATIVE BROKER.** Seller
195 agrees that any Brokerage Firm compensation that is conditioned upon the Sale of the Property will be
196 earned by Brokerage Firm as set forth herein without any discount or allowance for any efforts made by
197 Seller or by any other person in connection with the Sale of the Property.
198

199 **7.1. Amount.** In consideration of the services to be performed by Broker, Seller agrees to pay
200 Brokerage Firm as follows:
201

202 **7.1.1. Sale Commission.** (1) 6 % of the gross purchase price or (2) N/A, in U.S. dollars.
203 Brokerage Firm agrees to contribute from the Sale Commission to outside brokerage firms' commission as
204 follows:
205

206 **Buyer Agents:** 3% of the gross sales price or N/A, in U.S. dollars.
207

208 **Transaction-Brokers:** 3% of the gross sales price or N/a, in U.S. dollars.
209

210 **7.1.2. Lease Commission.** Lease Commission. If the box in § 3.6.2 is checked, Brokerage Firm
211 will be paid a fee equal to (1) N/A% of the gross rent under the lease, or (2) N/A, in U.S. dollars, payable as
212 follows: n/a.

213 Brokerage Firm agrees to contribute from the Lease Commission to outside brokerage firms' commissions as
214 follows:
215

216 **Tenant Agents:** N/A% of the gross rent or N/A, in U.S. dollars.
217

218 **Transaction-Brokers:** N/A% of the gross rent or N/A, in U.S. dollars.
219

220 **7.1.3. Other Compensation.**

221 n/a

222 **7.2. When Earned.** Such commission is earned upon the occurrence of any of the following:
223

224 **7.2.1.** Any Sale of the Property within the Listing Period by Seller, by Broker or by any other
225 person;
226

227 **7.2.2.** Broker finding a buyer who is ready, willing and able to complete the Sale or Lease as
228 specified in this Seller Listing Contract; or
229

230 **7.2.3.** Any Sale (or Lease if § 3.6.2 is checked) of the Property within 90 calendar days after the
231 Listing Period expires (Holdover Period) (1) to anyone with whom Broker negotiated and (2) whose name
232 was submitted, in writing, to Seller by Broker during the Listing Period (Submitted Prospect). Provided,

233 however, Seller Will Will Not owe the commission to Brokerage Firm under this § 7.2.3 if a commission
234 is earned by another licensed brokerage firm acting pursuant to an exclusive agreement entered into during
235 the Holdover Period and a Sale or Lease to a Submitted Prospect is consummated. If no box is checked in
236 this § 7.2.3, then Seller does not owe the commission to Brokerage Firm.
237

238 **7.3. When Applicable and Payable.** The commission obligation applies to a Sale made during the
239 Listing Period or any extension of such original or extended term. The commission described in § 7.1.1
240 is payable at the time of the closing of the Sale, or, if there is no closing (due to the refusal or neglect of Seller)
241 then on the contracted date of closing, as contemplated by § 7.2.1 or § 7.2.3, or upon fulfillment of § 7.2.2
242 where the offer made by such buyer is not accepted by Seller.
243
244

245 **8. LIMITATION ON THIRD-PARTY COMPENSATION.** Neither Broker nor Brokerage Firm, except as set
246 forth in § 7, will accept compensation from any other person or entity in connection with the Property without
247 the written consent of Seller. Additionally, neither Broker nor Brokerage Firm is permitted to assess or receive
248 mark-ups or other compensation for services performed by any third party or affiliated business entity unless
249 Seller signs a separate written consent for such services.
250

251 **9. OTHER BROKERS' ASSISTANCE, MULTIPLE LISTING SERVICES AND MARKETING.** Seller has
252 been advised by Broker of the advantages and disadvantages of various marketing methods, including
253 advertising and the use of multiple listing services (MLS) and various methods of making the Property
254 accessible by other brokerage firms (e.g., using lock boxes, by-appointment-only showings, etc.) and whether
255 some methods may limit the ability of another broker to show the Property. After having been so advised,
256 Seller has chosen the following:
257

258 **9.1. MLS/Information Exchange.**

259
260 **9.1.1.** The Property Will Will Not be submitted to one or more MLS and Will
261 Will Not be submitted to one or more property information exchanges. If submitted, Seller authorizes
262 Broker to provide timely notice of any status change to such MLS and information exchanges. Upon transfer
263 of deed from Seller to buyer, Seller authorizes Broker to provide sales information to such MLS and
264 information exchanges.
265

266 **9.1.2.** Seller authorizes the use of electronic and all other marketing methods except:
267 n/a
268

269 **9.1.3.** Seller further authorizes use of the data by MLS and property information exchanges, if
270 any.
271

272 **9.1.4.** The Property Address Will Will Not be displayed on the Internet.
273

274 **9.1.5.** The Property Listing Will Will Not be displayed on the Internet.
275

276 **9.2. Property Access.**

277 **9.2.1.** Broker may access the Property by:

278 Electronic Lock Box Manual Lock Box
279

280 N/A
281

282 Other instructions:

283 **DO NOT LET THE CATS OUTSIDE. PRIOR NOTICE BEFORE SHOWING -**
284 **IDEALLY 24 HRS. (SELLER WORKS FROM HOME)**
285

286 **9.2.2.** Other than Broker, Seller further authorizes the following persons to access the Property
287 using the method described in § 9.2.1.
288

289 Actively Licensed Real Estate Brokers Licensed Appraisers
290
291

Initials _____

Unlicensed Broker Assistants Unlicensed Inspectors

Other n/a

9.3. Broker Marketing.

9.3.1. The following specific marketing tasks will be performed by Broker:
WILL GO INTO MLS 24 HRS AFTER PHOTOS ARE TAKEN

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

n/a

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

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

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

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

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

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

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

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

350 11.1. Price. U.S. \$489,900
351
352 11.2. Terms. Cash Conventional FHA VA Other: n/a
353
354 11.3. Loan Discount Points.
355 none
356 11.4. Buyer's Closing Costs (FHA/VA). Seller must pay closing costs and fees, not to exceed \$ 500,
357 that Buyer is not allowed by law to pay, for tax service and n/a.
358
359 11.5. Earnest Money. Minimum amount of earnest money deposit U.S. \$ 5,000 in the form of check
360 or wire
361
362 11.6. Seller Proceeds. Seller will receive net proceeds of closing as indicated: Cashier's Check at
363 Seller's expense; Funds Electronically Transferred (Wire Transfer) to an account specified by Seller, at
364 Seller's expense; or Closing Company's Trust Account Check . Wire and other frauds occur in real
365 estate transactions. Any time Seller is supplying confidential information such as social security numbers or
366 bank account numbers, Seller should provide the information in person or in another secure manner.
367
368 11.7. FIRPTA. Pursuant to the Foreign Investment in Real Property Tax Act (FIRPTA), the Internal
369 Revenue Service (IRS) may require a substantial portion of Seller's proceeds be withheld after Closing when
370 Seller is a foreign person. If the box in this Section is checked, Seller represents that Seller IS a foreign
371 person for purposes of U.S. income taxation and authorizes Broker to disclose such status. If the box in this
372 Section is not checked, Seller represents that Seller is not a foreign person for purposes of U.S. income
373 taxation.
374
375 11.8. Colorado Withholding. The Colorado Department of Revenue may require a portion of the
376 Seller's proceeds be withheld after Closing when Seller will not be a Colorado resident after Closing, if not
377 otherwise exempt.
378
379
380 12. DEPOSITS. Brokerage Firm is authorized to accept earnest money deposits received by Broker
381 pursuant to a proposed contract for the Sale of the Property. Brokerage Firm is authorized to deliver the
382 earnest money deposit to the closing agent, if any, at or before the closing of the contract for the Sale of the
383 Property.
384
385
386 13. INCLUSIONS AND EXCLUSIONS.
387
388 13.1. Inclusions. The Purchase Price includes the following items (Inclusions):
389
390 13.1.1. Inclusions – Attached. If attached to the Property on the date of this Seller Listing
391 Contract, the following items are included unless excluded under §13.2 (Exclusions): lighting, heating,
392 plumbing, ventilating and air conditioning units, TV antennas, inside telephone, network and coaxial (cable)
393 wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, built-in kitchen
394 appliances, sprinkler systems and controls, built-in vacuum systems (including accessories) and garage door
395 openers (including 3 remote controls). If checked, the following are owned by the Seller and included (leased
396 items should be listed under §13.1.5 (Leased Items): None Solar Panels Water Softeners
397 Security Systems Satellite Systems (including satellite dishes). If any additional items are attached to
398 the Property after the date of this Seller Listing Contract, such additional items are also included.
399
400 13.1.2. Inclusions – Not Attached. If on the Property, whether attached or not, on the date of
401 this Seller Listing Contract, the following items are included unless excluded under §13.2 (Exclusions): storm
402 windows, storm doors, window and porch shades, awnings, blinds, screens, window coverings and
403 treatments, curtain rods, drapery rods, fireplace inserts, fireplace screens, fireplace grates, heating stoves,
404 storage sheds, carbon monoxide alarms, smoke/fire detectors and all keys.
405
406 13.1.3. Personal Property – Conveyance. Any personal property must be conveyed by Seller
407

Initials _____

408 free and clear of all taxes (except personal property taxes for the year of Closing), liens and encumbrances,
409 except n/a.

410 Conveyance of all personal property will be by bill of sale or other applicable legal instrument.
411

412 **13.1.4. Other Inclusions.** The following items, whether fixtures or personal property, are also
413 included in the Purchase Price:

414 WASHER/ DRYER (DOWNSTAIRS), REFRIGERATORS (UPSTAIRS AND DOWNSTAIRS),
415 DISHWASHER (DOWNSTAIRS), MICROWAVES (UPSTAIRS AND DOWNSTAIRS), RANGES
416 (UPSTAIRS AND DOWNSTAIRS), WATER SOFTENER, PELLET STOVE (DOWNSTAIRS)
417

418 **13.1.5. Leased Items.**
419

420 **13.1.5.1.** The following leased items are part of the transaction:

421 PROPANE - BASIN COOP
422

423 **13.1.5.2. Lease Documents.** Seller agrees to supply to buyer, as will be set forth in the final
424 contract between Seller and buyer, the documents between Seller and Seller's lessor regarding the lease,
425 leased item, cost and other terms including requirements imposed upon a buyer if buyer is assuming the
426 leases.
427

428 **13.2. Exclusions.** The following are excluded (Exclusions):

429 PLUGGED IN COOLING SYSTEM UPSTAIRS STUDIO
430

431 **13.3. Trade Fixtures.** The following trade fixtures are included: NONE.

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

434 Conveyance will be by bill of sale or other applicable legal instrument.
435

436 **13.4. Parking and Storage Facilities.** The use or ownership of the following parking facilities:

437 N/A n/a; and the use or ownership of the following storage facilities:

438 ATTACHED GARAGE AND CARPORT.
439

440 **13.5. Water Rights/Well Rights.**

441 **13.5.1. Deeded Water Rights.** The following legally described water rights:

442 THROUGH LEMON RESEVOIR. DEED WILL STATE HOW MUCH - WILL PULL DEED.
443 TRANSFERED THROUGH DITCH.
444

445 Seller agrees to convey any deeded water rights by a good and sufficient N/A deed at Closing.
446

447 **13.5.2. Other Rights Relating to Water.** The following rights relating to water not included in §§
448 13.5.1, 13.5.3. and 13.5.4:

449 n/a
450

451 **13.5.3. Well Rights.** The Well Permit # is 216960.

452 **13.5.4. Water Stock Certificates.** The water stock certificates are as follows:

453 10 SHARES CLASS C - FLORIDA CONSOLIDATED DITCH COMPANY
454

455 **13.6. Growing Crops.** The following growing crops:

456 NONE
457

458

459 14. TITLE AND ENCUMBRANCES.

460 **14.1. Seller Representation.** Seller represents that title to the Property is solely in Seller's name.
461

462 **14.2. Delivery of Documents.** Seller must deliver to Broker true copies of all relevant title materials,
463 leases, improvement location certificates and surveys in Seller's possession and must disclose all
464 easements, liens and other encumbrances, if any, on the Property, of which Seller has knowledge.
465

466 **14.3. Conveyance.** In case of Sale, Seller agrees to convey the Property, by a good and sufficient:
467 special warranty deed general warranty deed bargain and sale deed quit claim deed
468 personal representative's deed N/A deed. If title will be conveyed using a special warranty deed or a
469 general warranty deed, unless otherwise specified in §28 (Additional Provisions) below, title will be conveyed
470 "subject to statutory exceptions" as defined in §38-30-113 C.R.S. Seller's conveyance of the Property to a
471 buyer will convey only that title Seller has in the Property.
472

473 **14.4. Monetary Encumbrances.** Property must be conveyed free and clear of all taxes, except the
474 general taxes for the year of closing. All monetary encumbrances (such as mortgages, deeds of trust, liens,
475 financing statements) must be paid by Seller and released except as Seller and buyer may otherwise agree.
476 Existing monetary encumbrances are as follows: NONE. If the Property has been or will be subject to any
477 governmental liens for special improvements installed at the time of signing a contract for the Sale of the
478 Property, Seller is responsible for payment of same, unless otherwise agreed.
479

480 **14.5. Tenancies.** The Property will be conveyed subject to the following leases and tenancies for
481 possession of the Property:
482

483 None
484

485 **15. EVIDENCE OF TITLE.** Seller agrees to furnish buyer, at Seller's expense, unless the parties agree in
486 writing to a different arrangement, a current commitment and an owner's title insurance policy in an amount
487 equal to the Purchase Price as specified in the contract for the Sale of the Property, or if this box is checked,
488 **An Abstract of Title** certified to a current date.
489

490 **16. ASSOCIATION ASSESSMENTS.** Seller represents that the amount of the regular owners' association
491 assessment is currently payable at approximately \$N/A per N/A and that there are no unpaid regular or
492 special assessments against the Property except the current regular assessments and except NONE. Seller
493 agrees to promptly request the owners' association to deliver to buyer before date of closing a current
494 statement of assessments against the Property.
495

496 **17. POSSESSION.** Possession of the Property will be delivered to buyer as follows: DAY OF CLOSING.
497 CAN BE NEGOTIABLE- SELLER NEEDS TO FIND A PLACE TO RENT., subject to leases and
498 tenancies as described in § 14.
499

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

501 **18.1. Broker's Obligations.** Colorado law requires a broker to disclose to any prospective buyer all
502 adverse material facts actually known by such broker including but not limited to adverse material facts
503 pertaining to the title to the Property and the physical condition of the Property, any material defects in the
504 Property, and any environmental hazards affecting the Property which are required by law to be disclosed.
505 These types of disclosures may include such matters as structural defects, soil conditions, violations of
506 health, zoning or building laws, and nonconforming uses and zoning variances. Seller agrees that any buyer
507 may have the Property and Inclusions inspected and authorizes Broker to disclose any facts actually known
508 by Broker about the Property.
509

510 **18.2. Seller's Obligations.**

511 **18.2.1. Seller's Property Disclosure Form.** Seller **Agrees** **Does Not Agree** to provide a
512 Seller's Property Disclosure form completed to Seller's current, actual knowledge. Colorado law requires
513 Seller to disclose certain facts regardless of whether Seller is providing a Seller's Property Disclosure form.
514 Typically, the contract requires disclosure of adverse material facts actually known by Seller.
515

516 **18.2.2. Lead-Based Paint.** Unless exempt, if the improvements on the Property include one or
517 more residential dwellings for which a building permit was issued prior to January 1, 1978, a completed
518

525 Lead-Based Paint Disclosure (Sales) form must be signed by Seller and the real estate licensees, and given
526 to any potential buyer in a timely manner

527

528 **18.2.3. Carbon Monoxide Alarms.** Note: If the improvements on the Property have a fuel-fired
529 heater or appliance, a fireplace, or an attached garage and one or more rooms lawfully used for sleeping
530 purposes (Bedroom), Seller understands that Colorado law requires that Seller assure the Property has an
531 operational carbon monoxide alarm installed within fifteen feet of the entrance to each Bedroom or in a
532 location as required by the applicable building code, prior to offering the Property for sale or lease.

533

534 **18.2.4. Condition of Property.** The Property will be conveyed in the condition existing as of the
535 date of the contract for Sale or Lease of the Property, ordinary wear and tear excepted, unless Seller, at
536 Seller's sole option, agrees in writing to any repairs or other work to be performed by Seller.

537

538

539 **19. RIGHT OF PARTIES TO CANCEL.**

540

541 **19.1. Right of Seller to Cancel.** In the event Broker defaults under this Seller Listing Contract, Seller
542 has the right to cancel this Seller Listing Contract, including all rights of Brokerage Firm to any compensation
543 if the Seller Agency box is checked. Examples of a Broker default include, but are not limited to (1)
544 abandonment of Seller, (2) failure to fulfill all material obligations of Broker and (3) failure to fulfill all material
545 Uniform Duties (§ 5) or, if the Seller Agency box at the top of page 1 is checked, the failure to fulfill all
546 material Additional Duties Of Seller's Agent (§ 6). Any rights of Seller that accrued prior to cancellation will
547 survive such cancellation.

548

549 **19.2. Right of Broker to Cancel.** Brokerage Firm may cancel this Seller Listing Contract upon written
550 notice to Seller that title is not satisfactory to Brokerage Firm. Although Broker has no obligation to
551 investigate or inspect the Property, and no duty to verify statements made, Brokerage Firm has the right to
552 cancel this Seller Listing Contract if any of the following are unsatisfactory (1) the physical condition of the
553 Property or Inclusions, (2) any proposed or existing transportation project, road, street or highway, (3) any
554 other activity, odor or noise (whether on or off the Property) and its effect or expected effect on the Property
555 or its occupants, or (4) any facts or suspicions regarding circumstances that could psychologically impact or
556 stigmatize the Property. Additionally, Brokerage Firm has the right to cancel this Seller Listing Contract if
557 Seller or occupant of the Property fails to reasonably cooperate with Broker or Seller defaults under this
558 Seller Listing Contract. Any rights of Brokerage Firm that accrued prior to cancellation will survive such
559 cancellation.

560

561

562 **20. FORFEITURE OF PAYMENTS.** In the event of a forfeiture of payments made by a buyer, the sums
563 received will be: (1) 100% will be paid to Seller; (2) divided between Brokerage Firm and Seller,
564 one-half to Brokerage Firm but not to exceed the Brokerage Firm compensation agreed upon herein, and the
565 balance to Seller; (3) Other: N/A. If no box is checked in this Section, choice (1), 100% paid to Seller,
566 applies. Any forfeiture of payment under this section will not reduce any Brokerage Firm compensation owed,
567 earned and payable under § 7.

568

569

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

578

579

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

583
584
585 **23. MAINTENANCE OF THE PROPERTY.** Neither Broker nor Brokerage Firm is responsible for
586 maintenance of the Property nor are they liable for damage of any kind occurring to the Property, unless such
587 damage is caused by their negligence or intentional misconduct.
588
589
590 **24. NONDISCRIMINATION.** The parties agree not to discriminate unlawfully against any prospective
591 buyers because of their inclusion in a “protected class” as defined by federal, state or local law. “Protected
592 classes” include, but are not limited to, race, creed, color, sex, sexual orientation, gender identity, marital
593 status, familial status, physical or mental disability, handicap, religion, national origin, or ancestry of such
594 person. Seller authorizes Broker to withhold any supplemental information about the prospective buyer if
595 such information would disclose a buyer’s protected class(es). However, any financial, employment or credit
596 worthiness information about the buyer received by Broker will be submitted to Seller.
597
598
599 **25. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this document, Seller
600 acknowledges that Broker has advised that this document has important legal consequences and has
601 recommended consultation with legal and tax or other counsel before signing this Seller Listing Contract.
602
603
604 **26. MEDIATION.** If a dispute arises relating to this Seller Listing Contract, prior to or after closing, and is
605 not resolved, the parties must first proceed in good faith to submit the matter to mediation. Mediation is a
606 process in which the parties meet with an impartial person who helps to resolve the dispute informally and
607 confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree, in writing,
608 before any settlement is binding. The parties will jointly appoint an acceptable mediator and will share equally
609 in the cost of such mediation. The mediation, unless otherwise agreed, will terminate in the event the entire
610 dispute is not resolved within 30 calendar days of the date written notice requesting mediation is delivered by
611 one party to the other at the other party’s last known address.
612
613
614 **27. ATTORNEY FEES.** In the event of any arbitration or litigation relating to this Seller Listing Contract, the
615 arbitrator or court must award to the prevailing party all reasonable costs and expenses, including attorney
616 and legal fees.
617
618
619 **28. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the
620 Colorado Real Estate Commission.)
621 n/a
622
623
624 **29. ATTACHMENTS.** The following are a part of this Seller Listing Contract:
625 n/a
626
627
628 **30. NO OTHER PARTY OR INTENDED BENEFICIARIES.** Nothing in this Seller Listing Contract is
629 deemed to inure to the benefit of any person other than Seller, Broker and Brokerage Firm.
630
631
632 **31. NOTICE, DELIVERY AND CHOICE OF LAW.**
633
634 **31.1. Physical Delivery and Notice.** Any document or notice to Brokerage Firm or Seller must be in
635 writing, except as provided in § 31.2 and is effective when physically received by such party, or any individual
636 named in this Seller Listing Contract to receive documents or notices for such party.
637
638 **31.2. Electronic Notice.** As an alternative to physical delivery, any notice, may be delivered in
639 electronic form to Brokerage Firm or Seller, or any individual named in this Seller Listing Contract to receive
640 documents or notices for such party at the electronic address of the recipient by facsimile, email or n/a.
641

Initials _____

641 **31.3. Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by: (1) email
642 at the email address of the recipient, (2) a link or access to a website or server provided the recipient
643 receives the information necessary to access the documents, or (3) facsimile at the facsimile number (Fax
644 No.) of the recipient.
645

646 **31.4. Choice of Law.** This Seller Listing Contract and all disputes arising hereunder are governed by
647 and construed in accordance with the laws of the State of Colorado that would be applicable to Colorado
648 residents who sign a contract in Colorado for real property located in Colorado.
649

650
651 **32. MODIFICATION OF THIS SELLER LISTING CONTRACT.** No subsequent modification of any of the
652 terms of this Seller Listing Contract is valid, binding upon the parties, or enforceable unless made in writing
653 and signed by the parties.
654

655
656 **33. COUNTERPARTS.** This Seller Listing Contract may be executed by each of the parties, separately,
657 and when so executed by all the parties, such copies taken together are deemed to be a full and complete
658 contract between the parties.
659

660
661 **34. ENTIRE AGREEMENT.** This agreement constitutes the entire contract between the parties, and any
662 prior agreements, whether oral or written, have been merged and integrated into this Seller Listing Contract.
663
664

665 **35. COPY OF CONTRACT.** Seller acknowledges receipt of a copy of this Seller Listing Contract signed by
666 Broker, including all attachments.
667

668
669 Brokerage Firm authorizes Broker to execute this Seller Listing Contract on behalf of Brokerage Firm
670
671

672
673
674
675 *Chrissi Lynn Walsh*

676
677 Date: 3/2/2021

678 Seller: **Chrissi Lynn Walsh**
679

680
681
682
683 *Heather M. Feistner*

684 Date: 3/2/2021
685

686 Broker: **Heather M. Feistner**

687 Brokerage Firm's Name: **Coldwell Banker Distinctive Properties**

688 Address: **785 Main Ave Durango, CO 81301**

689 Ph: **970-799-4304** Fax:

Electronic Address: **heatherf@realestatedurango.com**
690

691 **LC50-6-19 EXCLUSIVE RIGHT-TO-SELL LISTING CONTRACT**

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