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## Listing Addendum

To Exclusive Right-to-Sell Listing Contract  
(Transaction-Broker)

Re: Listing Contract dated \_\_\_\_\_ between \_\_\_\_\_,  
Seller, and Brokerage Firm, regarding the Property commonly known as \_\_\_\_\_.

This "Addendum" is hereby made a part of the Listing Contract. In the event of a conflict between this Addendum and the Listing Contract, this Addendum shall prevail.

A. **OPTIONAL SERVICES:** Optional Services are available to Seller under Broker's website product/service list. Seller will order on Broker's website any Optional Services available and requested by Seller. The pricing for such options will be established and agreed at the time of the options order on the website. Broker's website will furnish Seller with an itemized receipt for any such options ordered. The receipt and product/service description on the website are attached to this contract. The Optional Services available may include the following, without limitation:

1. Advanced Phone Features (Caller ID and/or Call Forwarding)
2. Realtor.com Enhancer (Make it look better on Realtor.com)
3. Combination Lockbox
4. Economy Lawn Sign
5. Directional Sign
6. Lawn Sign Package (For-Sale sign; brochure box & directional sign)
7. Virtual Tour options
8. Secondary MLS Listing
9. Home Warranty Brochure
10. Photo scanning
11. Centralized Showing Service (for phone based showing scheduling)

B. **SELLER'S SPECIAL DUTIES TO BROKERAGE FIRM:** *(Initial where line is provided.)*

\_\_\_\_ 1) **Lead Paint.** Seller acknowledges receipt of a form labeled "Lead-Based Paint Obligation of Seller." Seller shall provide the required lead warning statement to buyers with form labeled "Lead-Based Paint Disclosure (Sales)," a copy of which Broker has provided to Seller. Seller shall return a copy of the fully executed Lead-Based Paint Disclosure (Sales) form to Broker, within three business days of Seller entering into a contract to sell the Property.

\_\_\_\_ 2) **Square Footage Disclosure.** Broker has provided Seller a form labeled "Square Footage Disclosure" at <http://www.dora.state.co.us/real-estate/index.htm>. Seller shall complete and provide the required Square Footage Disclosure to Broker.

\_\_\_\_ 3) **Property Disclosure and Water Source Disclosure.** Broker has provided Seller the forms labeled "Seller's Property Disclosure" and "Source of Water Addendum" at <http://www.dora.state.co.us/real-estate/index.htm>. Seller shall complete and provide these forms to buyers. Seller shall return a copy of each completed form to Broker.

\_\_\_\_ 3) **Price Changes.** When a property has a price change or is under contract with a purchaser, Seller shall call and e-mail Brokerage Firm with that information immediately. Broker is bound by rules and regulations of the multiple listing service to keep all of the information up

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**to date within 24 hours of the changes.** All changes must be requested in writing and signed by seller and delivered to listing agent (facsimile copies are accepted).

4) **MLS Compliance.** Brokerage Firm and its authorized agents/brokers, as members of the Multiple Listing Service ("MLS"), must abide by MLS rules and regulations. Seller agrees to assist Brokerage Firm and its authorized agents/brokers as necessary to comply with all MLS rules and regulations, including disclosing the ultimate sales price and terms of the sale of the Property to MLS. Therefore, Seller agrees to notify Brokerage Firm in writing immediately upon entering into any contract for the sale of the Property. Seller will notify Broker within 24 hours of any changes or corrections. Seller understands that in many cases corrections are required, and Seller will allow Broker the necessary reasonable time to make MLS corrections after Seller notification. Seller allows listing data in violation of MLS rules to be changed at Broker's discretion. Seller will notify Broker in writing if they do not receive the email with the MLS proof on the day of listing activation, and will hold Broker harmless for problems in the MLS proof or Realtor.com not discovered until a later date.

The listing normally takes a few hours to a few days to appear on Realtor.com. Seller assumes the responsibility for checking Realtor.com for listing display. Seller allows and understands that Realtor.com listing problems require a longer period of time to correct than MLS listing problems. Seller will reply within 24 hours to all Brokerage Firm inquiries regarding the listing. Broker may have to temporarily withdraw the listing when Seller does not reply within 48 hours, in which case a \$25 service fee to Broker will apply to reactivate the listing.

Seller agrees within 24 hours to deliver to Broker any of the following items if Seller receives them not through Broker; 1) any offers, 2) any sales contract or sales contract amendment, and 3) any other negotiation communications. Broker will mark the listing as settled in the MLS after Broker receives the documentation from the completed settlement.

Seller's credit card will be charged any fees incurred from MLS if Seller does not meet the requirements of this paragraph.

5) **Consultations.** Seller acknowledges that Broker is required to perform an initial review of any offer to purchase the property. Seller further acknowledges that Broker is required to consult with and advise Seller regarding each offer and any contract for the purchase and sale of the property. Seller agrees to cooperate with Broker in engaging in a person-to-person consultation via telephone or email regarding each offer received on the property, and each contract entered into for the purchase and sale of the property. Broker shall initiate said consultations if not first initiated by Seller.

6) **Settlement.** Seller acknowledges that Broker is required to review the Closing Disclosure (CD) and retain such documentation in its records. To ensure that Broker receives the Closing Disclosure in a timely manner, Seller shall:

- a. Provide Broker's name and contact information to the title company or other entity conducting the closing within 2 business days of the MEC under the Contract;
- b. Provide Broker with the name and contact information of the title company or other entity conducting the closing within 2 business days of the MEC under the Contract;

**Seller's credit card on file will be charged \$50.00 if the Seller fails to comply with any requirement of this Paragraph 6.**

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7) **Communication.** Seller accepts full responsibility and liability for the accuracy and timeliness of data submitted to Broker. Seller will notify Broker within 24 hours of any changes or corrections. Broker can terminate this agreement if Seller does not report to Broker the signing of a Contract to Buy and Sell Real Estate concerning the Property within 24 hours of the signing. Seller agrees that Broker's normal business hours are Monday – Friday, 8:00AM -3:00PM Mountain Standard Time, with the exception of federal holidays, with normal processing time being the same or next business day.

C. **REPRESENTATIONS AND WARRANTIES.** Seller represents and warrants that:

- 1) All information provided on the MLS Data Sheet and all other information provided to Brokerage Firm is true and correct;
- 2) Seller has disclosed any and all material defects with the Property in the MLS Data Sheet;
- 3) Seller has fee simple title to the Property, peaceable possession of the Property;
- 4) Seller is not a party to another listing agreement with another agent/broker for the sale of the Property;
- 5) All persons with rights in the Property have signed this Agreement.

D. **LIMITATION OF LIABILITY AND WARRANTY DISCLAIMER.** Broker makes no warranty of any kind whether expressed or implied, including any implied warranty of merchantability or fitness of services described in this Agreement for a particular purpose. Seller understands and agrees that this Agreement does not guarantee the sale of the Property.

E. **INDEMNIFICATION.** Seller shall indemnify, defend and hold harmless Broker, Brokerage Firm, their successors, officers, directors, employees and agents from any costs, damages or expenses (including reasonable attorneys' fees) resulting from any claims arising out of or in connection with the Property or this Agreement. Without limiting the generality of the foregoing, Seller specifically indemnifies Broker for all costs, expenses, attorney fees and losses to Broker in the event that Seller fails to honor Seller's duties under this Agreement, including, without limitation, Seller's Special Duties, and the duty to pay a cooperating commission pursuant to Section 16.b. of the Exclusive Right-to-Sell Listing Contract (Transaction-Broker). This indemnification shall survive any termination of this Agreement.

F. **TERMINATION.** If Seller terminates this agreement at any time before Broker or some other broker has procured a buyer for the Property, then Seller shall owe Brokerage Firm a termination fee of \$25 per 15 minutes of Broker's time required, if applicable, and not including listing entry, and not to exceed \$495.00. However, if Brokerage Firm or another broker has procured a buyer, then Seller shall owe Brokerage Firm the compensation due under section 7 of the Listing Contract. If Seller requires Broker's signature and/or letterhead confirming cancellation, Seller agrees to pay a \$25 processing fee.

G. **ALERT TO SELLER:** The most recent version of the Colorado Real Estate Commission's Contract to Buy and Sell Real Estate (Residential) has a provision which provides that "Any document...from or on behalf of Buyer, and delivered to Seller shall be effective when physically received by Seller, any signatory on behalf of Seller, any named individual of Seller, any representative of Seller, or Brokerage Firm of Broker working with Seller..." Broker will forward any communications received to Seller email. Seller agrees to send all communications through Broker.

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H. **PAYMENT.** Seller's credit card shall be kept on file. Seller's credit card may be charged if Seller incurs MLS fines due to intentional acts of Seller or Seller's non-compliance with Section B.4 of this Addendum. MLS fines may range from \$25 to \$500.

I. **COMMISSION DISPUTES (SELLER'S DUTY TO DEFEND):** In the event an aggrieved party files an arbitration claim or lawsuit against or in any way involving Broker that seeks payment of a commission or money damages in connection with the sale or attempted sale of the Property, Seller agrees to indemnify, defend, and hold Broker harmless from, and aid Broker in defense of any such claim or lawsuit ("Duty to Defend"). Seller further agrees that, upon commencement of such an arbitration claim or lawsuit, Broker may immediately charge \$700.00 on Seller's credit card on file with Broker in anticipation of Broker's legal and administrative fees in responding to such a claim or lawsuit, regardless of its merits. This charge is nonrefundable. This charge is not and should not be construed as a limitation on Seller's Duty to Defend. If Seller fails, for any reason, to fulfill its Duty to Defend, Broker may seek indemnity, contribution, and/or reimbursement from Seller for all costs incurred as a result of the claim or lawsuit, including attorney's fees as well as recovery of all costs of collection thereof, including but not limited to attorney's fees, collection agency fees, court costs, and expenses, less the \$700 previously paid by Seller pursuant to this paragraph.

J. **MLS COPYRIGHT:** The MLS listing proof sent by Broker to Seller is copyrighted by the MLS. Seller agrees that this listing proof is solely for data accuracy purposes, and will not distribute the file in anyway to anyone. Seller will be responsible for any MLS fines resulting from distributing the MLS listing proof. If Seller desires a highlight sheet, Broker recommends that Seller use their Realtor.com listing for this purpose.

**K. BROKER COMMUNICATIONS AND ELECTRONIC SIGNATURES:**

Seller authorizes all Broker communications to Seller to be via e-mail to this e-mail address: \_\_\_\_\_ . If this preceding box is left blank, Broker will use Seller email on file. Seller will provide another email address if experiencing email receipt problems. Seller is responsible for ensuring their email settings do not filter legitimate emails. If there is a second owner of record for this property, and this Contract is being electronically signed, the second owner will ratify the Contract at the following email address: \_\_\_\_\_ . This 2nd email address is only for ratification purposes of this Contract, and will not be used for communications from Broker.

Broker and Seller agree that an Electronic Signature of any document executed through Broker's website ratification system, including but not limited to this Contract and addendums or amendments to this Contract, will be binding on both Broker and Seller and will be treated for all intents and purposes as if it was physically signed. "Electronic signature" means an electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record. The terms used in this Listing Agreement, including but not limited to Electronic Signature, should be construed in accordance with the Uniform Electronic Transaction Act as adopted by the State of Pennsylvania. Seller hereby consents to the use of third party electronic signature capture service providers as chosen by Broker. Forms not executed through Broker's website ratification system may not be electronically signed, unless an exception is granted at Broker's discretion.



1 The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.  
2 (LC50-8-13) (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-SELL LISTING CONTRACT**

11  **SELLER AGENCY**     **TRANSACTION-BROKERAGE**

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

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

17 **2. BROKER AND BROKERAGE FIRM.**

18  **2.1. Multiple-Person Firm.** If this box is checked, the individual designated by Brokerage Firm to serve as the broker of  
19 Seller and to perform the services for Seller required by this Seller Listing Contract is called Broker. If more than one individual is  
20 so designated, then references in this Seller Listing Contract to Broker include all persons so designated, including substitute or  
21 additional brokers. The brokerage relationship exists only with Broker and does not extend to the employing broker, Brokerage  
22 Firm or to any other brokers employed or engaged by Brokerage Firm who are not so designated.

23  **2.2. One-Person Firm.** If this box is checked, Broker is a real estate brokerage firm with only one licensed natural person.  
24 References in this Seller Listing Contract to Broker or Brokerage Firm mean both the licensed natural person and brokerage firm  
25 who serve as the broker of Seller and perform the services for Seller required by this Seller Listing Contract.

26 **3. DEFINED TERMS.**

27 **3.1. Seller:** \_\_\_\_\_

28 **3.2. Brokerage Firm:** USRealty.com

29 **3.3. Broker:** KEN R. GEHRIS

30 **3.4. Property.** The Property is the following legally described real estate in the County of \_\_\_\_\_, Colorado:

31  
32  
33  
34 known as No. \_\_\_\_\_,  
35 Street Address City State Zip

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

38 **3.5. Sale; Lease.**

39 **3.5.1.** A Sale is the voluntary transfer or exchange of any interest in the Property or the voluntary creation of the  
40 obligation to convey any interest in the Property, including a contract or lease. It also includes an agreement to transfer any  
41 ownership interest in an entity which owns the Property.

42  **3.5.2.** If this box is checked, Seller authorizes Broker to negotiate leasing the Property. Lease of the Property or  
43 Lease means any agreement between the Seller and a tenant to create a tenancy or leasehold interest in the Property.

44 **3.6. Listing Period.** The Listing Period of this Seller Listing Contract begins on \_\_\_\_\_, and  
45 continues through the earliest occurrence of one of the following events: (1) completion of the Sale of the Property or (2) six  
46 months from the date the contract begins, and any written extensions (Listing Period). Broker must continue to assist in the  
47 completion of any Sale or Lease for which compensation is payable to Brokerage Firm under § 7 of this Seller Listing Contract.

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

51 **3.8. Day; Computation of Period of Days, Deadline.**

52 **3.8.1. Day.** As used in this Seller Listing Contract, the term “day” means the entire day ending at 11:59 p.m., United  
53 States Mountain Time (Standard or Daylight Savings as applicable).

54 **3.8.2. Computation of Period of Days, Deadline.** In computing a period of days, when the ending date is not  
55 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,  
56 Sunday or federal or Colorado state holiday (Holiday), such deadline  Will  Will Not be extended to the next day that is not  
57 a Saturday, Sunday or Holiday. Should neither box be checked, the deadline will not be extended.

#### 58 **4. BROKERAGE RELATIONSHIP.**

59 **4.1.** If the Seller Agency box at the top of page 1 is checked, Broker represents Seller as Seller’s limited agent (Seller’s  
60 Agent). If the Transaction-Brokerage box at the top of page 1 is checked, Broker acts as a Transaction-Broker.

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

65 **4.3. In-Company Transaction – One Broker.** If Seller and buyer are both working with the same broker, Broker must  
66 function as:

67 **4.3.1. Seller’s Agent.** If the Seller Agency box at the top of page 1 is checked, the parties agree the following applies:

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

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

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

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

81 **5.1.** Broker must exercise reasonable skill and care for Seller, including, but not limited to the following:

82 **5.1.1.** Performing the terms of any written or oral agreement with Seller;

83 **5.1.2.** Presenting all offers to and from Seller in a timely manner regardless of whether the Property is subject to a  
84 contract for Sale;

85 **5.1.3.** Disclosing to Seller adverse material facts actually known by Broker;

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

88 **5.1.5.** Accounting in a timely manner for all money and property received; and

89 **5.1.6.** Keeping Seller fully informed regarding the transaction.

90 **5.2.** Broker must not disclose the following information without the informed consent of Seller:

91 **5.2.1.** That Seller is willing to accept less than the asking price for the Property;

92 **5.2.2.** What the motivating factors are for Seller to sell the Property;

93 **5.2.3.** That Seller will agree to financing terms other than those offered;

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

96 **5.2.5.** Any facts or suspicions regarding circumstances that could psychologically impact or stigmatize the Property.

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

100 **5.4.** Brokerage Firm may have agreements with other sellers to market and sell their property. Broker may show alternative  
101 properties not owned by Seller to other prospective buyers and list competing properties for sale.

102 **5.5.** Broker is not obligated to seek additional offers to purchase the Property while the Property is subject to a contract for  
103 Sale.

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

108 **5.7.** Seller understands that Seller is not liable for Broker's acts or omissions that have not been approved, directed, or  
109 ratified by Seller.

110 **5.8.** When asked, Broker  Will  Will Not disclose to prospective buyers and cooperating brokers the existence of  
111 offers on the Property and whether the offers were obtained by Broker, a broker within Brokerage Firm or by another broker.

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

114 **6.1.** Promoting the interests of Seller with the utmost good faith, loyalty and fidelity;

115 **6.2.** Seeking a price and terms that are set forth in this Seller Listing Contract; and

116 **6.3.** Counseling Seller as to any material benefits or risks of a transaction that are actually known by Broker.

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

121 **7.1. Amount.** In consideration of the services to be performed by Broker, Seller agrees to pay Brokerage Firm as follows:

122 **7.1.1. Sale Commission.** (1) \_\_\_\_\_% of the gross purchase price or (2) \_\_\_\_\_,  
123 in U.S. dollars.

124 **7.1.2. Lease Commission.** If the box in § 3.5.2 is checked, Brokerage Firm will be paid a fee equal to (1) \_\_\_\_\_%  
125 of the gross rent under the lease, or (2) \_\_\_\_\_, in U.S. dollars, payable as follows: \_\_\_\_\_  
126 \_\_\_\_\_.

127 **7.1.3. Other Compensation.** \_\_\_\_\_

128 **7.2. Cooperative Broker Compensation.** Brokerage Firm offers compensation to outside brokerage firms, whose brokers  
129 are acting as:

130  **Buyer Agents:** \_\_\_\_\_% of the gross sales price or \_\_\_\_\_, in U.S. dollars.

131  **Transaction-Brokers:** \_\_\_\_\_% of the gross sales price or \_\_\_\_\_, in U.S. dollars.

132

133 **7.3. When Earned.** Such commission is earned upon the occurrence of any of the following:

134 **7.3.1.** Any Sale of the Property within the Listing Period by Seller, by Broker or by any other person;

135 **7.3.2.** Broker finding a buyer who is ready, willing and able to complete the Sale or Lease as specified in this Seller  
136 Listing Contract; or

137 **7.3.3.** Any Sale (or Lease if § 3.5.2 is checked) of the Property within 60 calendar days after the Listing Period  
138 expires (Holdover Period) to (1) anyone with whom Broker negotiated and (2) whose name was submitted, in writing, to Seller by  
139 Broker during the Listing Period (Submitted Prospect). Provided, however, Seller  Will  Will Not owe the commission to  
140 Brokerage Firm under this § 7.3.3 if a commission is earned by another licensed real estate brokerage firm acting pursuant to an  
141 exclusive agreement entered into during the Holdover Period and a Sale or Lease to a Submitted Prospect is consummated. If no  
142 box is checked in this § 7.3.3, then Seller does not owe the commission to Brokerage Firm.

143 **7.4. When Applicable and Payable.** The commission obligation applies to a Sale made during the Listing Period or any  
144 extension of such original or extended term. The commission described in § 7.1.1 is payable at the time of the closing of the Sale,  
145 or, if there is no closing (due to the refusal or neglect of Seller) then on the contracted date of closing, as contemplated by § 7.3.1  
146 or § 7.3.3, or upon fulfillment of § 7.3.2 where the offer made by such buyer is not accepted by Seller.

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

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

156 **9.1. MLS/Information Exchange.**

157 **9.1.1.** The Property  Will  Will Not be submitted to one or more MLS and  Will  Will Not be submitted  
158 to one or more property information exchanges. If submitted, Seller authorizes Broker to provide timely notice of any status



159 change to such MLS and information exchanges. Upon transfer of deed from Seller to buyer, Seller authorizes Broker to provide  
160 sales information to such MLS and information exchanges.

161 **9.1.2.** Seller authorizes the use of electronic and all other marketing methods except: \_\_\_\_\_.

162 **9.1.3.** Seller further authorizes use of the data by MLS and property information exchanges, if any.

163 **9.1.4.** The Property Address  **Will**  **Will Not** be displayed on the Internet.

164 **9.1.5.** The Property Listing  **Will**  **Will Not** be displayed on the Internet.

165 **9.2. Property Access.** Access to the Property may be by:

166  Manual Lock Box  Electronic Lock Box

167  \_\_\_\_\_

168 Other instructions: \_\_\_\_\_

169 **9.3. Broker Marketing.** The following specific marketing tasks will be performed by Broker:

170  Realtor.com (if included in Flat Rate fee)

171  MLS Listing (if included in Flat Rate fee)

172 **The specific marketing tasks to be performed by Broker depend upon the flat rate compensation package agreed**  
173 **upon by and between Seller and Brokerage Firm**

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

175 **10.1. Negotiations and Communication.** Seller agrees to conduct all negotiations for the Sale of the Property only through  
176 Broker, and to refer to Broker all communications received in any form from real estate brokers, prospective buyers, tenants or any  
177 other source during the Listing Period of this Seller Listing Contract.

178 **10.2. Advertising.** Seller agrees that any advertising of the Property by Seller (e.g., Internet, print and signage) must first be  
179 approved by Broker.

180 **10.3. No Existing Listing Agreement.** Seller represents that Seller  **Is**  **Is Not** currently a party to any listing  
181 agreement with any other broker to sell the Property.

182 **10.4. Ownership of Materials and Consent.** Seller represents that all materials (including all photographs, renderings,  
183 images or other creative items) supplied to Broker by or on behalf of Seller are owned by Seller, except as Seller has disclosed in  
184 writing to Broker. Seller is authorized to and grants to Broker, Brokerage Firm and any MLS (that Broker submits the Property to)  
185 a nonexclusive irrevocable, royalty-free license to use such material for marketing of the Property, reporting as required and the  
186 publishing, display and reproduction of such material, compilation and data. This license survives the termination of this Seller  
187 Listing Contract.

188 **10.5. Colorado Foreclosure Protection Act.** The Colorado Foreclosure Protection Act (Act) generally applies if (1) the  
189 Property is residential (2) Seller resides in the Property as Seller's principal residence (3) Buyer's purpose in purchase of the  
190 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  
191 loan secured by the Property is at least thirty days delinquent or in default. If all requirements 1, 2, 3 and 4 are met and the Act  
192 otherwise applies, then a contract, between Buyer and Seller for the sale of the Property, that complies with the provisions of the  
193 Act is required. If the transaction is a Short Sale transaction and a Short Sale Addendum is part of the Contract between Seller and  
194 Buyer, the Act does not apply. It is recommended that Seller consult with an attorney.

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

196 **11.1. Price.** U.S. \$ \_\_\_\_\_

197 **11.2. Terms.**  **Cash**  **Conventional**  **FHA**  **VA**  **Other:** \_\_\_\_\_

198 **11.3. Loan Discount Points.** \_\_\_\_\_

199 **11.4. Buyer's Closing Costs (FHA/VA).** Seller must pay closing costs and fees, not to exceed \$ \_\_\_\_\_, that Buyer  
200 is not allowed by law to pay, for tax service and \_\_\_\_\_.

201 **11.5. Earnest Money.** Minimum amount of earnest money deposit U.S. \$ \_\_\_\_\_ in the form of \_\_\_\_\_

202 **11.6. Seller Proceeds.** Seller will receive net proceeds of closing as indicated:  **Cashier's Check** at Seller's expense;  
203  **Funds Electronically Transferred (Wire Transfer)** to an account specified by Seller, at Seller's expense; or  **Closing**  
204 **Company's Trust Account Check.**

205 **11.7. Advisory: Tax Withholding.** The Internal Revenue Service and the Colorado Department of Revenue may require  
206 closing company to withhold a substantial portion of the proceeds of this Sale when Seller either (1) is a foreign person or (2) will  
207 not be a Colorado resident after closing. Seller should inquire of Seller's tax advisor to determine if withholding applies or if an  
208 exemption exists.

209 **12. DEPOSITS.** Brokerage Firm is authorized to accept earnest money deposits received by Broker pursuant to a proposed Sale  
210 contract. Brokerage Firm is authorized to deliver the earnest money deposit to the closing agent, if any, at or before the closing of  
211 the Sale contract.

212 **13. INCLUSIONS AND EXCLUSIONS.**

213 **13.1. Inclusions.** The Purchase Price includes the following items (Inclusions):

214 **13.1.1. Fixtures.** The following items are included if attached to the Property on the date of this Seller Listing  
215 Contract, unless excluded under Exclusions (§ 13.2): lighting, heating, plumbing, ventilating, and air conditioning fixtures, TV  
216 antennas, inside telephone, network and coaxial (cable) wiring and connecting blocks/jacks, plants, mirrors, floor coverings,  
217 intercom systems, built-in kitchen appliances, sprinkler systems and controls, built-in vacuum systems (including accessories),  
218 garage door openers including \_\_\_\_\_ remote controls.

219 **Other Fixtures:**

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221 If any fixtures are attached to the Property after the date of this Seller Listing Contract, such additional fixtures are also included in  
222 the Purchase Price.

223 **13.1.2. Personal Property.** The following items are included if on the Property, whether attached or not, on the date  
224 of this Seller Listing Contract, unless excluded under Exclusions (§ 13.2): storm windows, storm doors, window and porch shades,  
225 awnings, blinds, screens, window coverings, curtain rods, drapery rods, fireplace inserts, fireplace screens, fireplace grates, heating  
226 stoves, storage sheds, and all keys. If checked, the following are included:  **Water Softeners**  **Smoke/Fire Detectors**   
227 **Carbon Monoxide Alarms**  **Security Systems**  **Satellite Systems** (including satellite dishes); and

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229 The Personal Property to be conveyed at closing must be conveyed by Seller free and clear of all taxes (except personal property  
230 taxes for the year of closing), liens and encumbrances, except \_\_\_\_\_.

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

232 **13.1.3. Trade Fixtures.** The following trade fixtures are included: \_\_\_\_\_

233 The Trade Fixtures to be conveyed at closing must be conveyed by Seller, free and clear of all taxes (except personal property  
234 taxes for the year of closing), liens and encumbrances, except \_\_\_\_\_.

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

236 **13.1.4. Parking and Storage Facilities.**  **Use Only**  **Ownership** of the following parking facilities: \_\_\_\_\_

237 \_\_\_\_\_; and  **Use Only**  **Ownership** of the following storage facilities: \_\_\_\_\_.

238

239 **13.1.5. Water Rights.** The following legally described water rights:  
240 Any water rights must be conveyed by \_\_\_\_\_ deed or other applicable legal instrument. The Well  
241 Permit # is \_\_\_\_\_.

242

243 **13.1.6. Growing Crops.** The following growing crops:

244

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

245 **14. TITLE AND ENCUMBRANCES.** Seller represents to Broker that title to the Property is solely in Seller's name. Seller  
246 must deliver to Broker true copies of all relevant title materials, leases, improvement location certificates and surveys in Seller's  
247 possession and must disclose to Broker all easements, liens and other encumbrances, if any, on the Property, of which Seller has  
248 knowledge. Seller authorizes the holder of any obligation secured by an encumbrance on the Property to disclose to Broker the  
249 amount owing on said encumbrance and the terms thereof. In case of Sale, Seller agrees to convey, by a \_\_\_\_\_  
250 deed, only that title Seller has in the Property. Property must be conveyed free and clear of all taxes, except the general taxes for  
251 the year of closing.

252 All monetary encumbrances (such as mortgages, deeds of trust, liens, financing statements) must be paid by Seller and released  
253 except as Seller and buyer may otherwise agree. Existing monetary encumbrances are as follows: \_\_\_\_\_.

254 The Property is subject to the following leases and tenancies: \_\_\_\_\_.

255 If the Property has been or will be subject to any governmental liens for special improvements installed at the time of signing  
256 a Sale contract, Seller is responsible for payment of same, unless otherwise agreed.

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

260 **16. ASSOCIATION ASSESSMENTS.** Seller represents that the amount of the regular owners' association assessment is  
261 currently payable at \$ \_\_\_\_\_ per \_\_\_\_\_ and that there are no unpaid regular or special assessments against  
262 the Property except the current regular assessments and except \_\_\_\_\_. Seller agrees to promptly  
263 request the owners' association to deliver to buyer before date of closing a current statement of assessments against the Property.

264 **17. POSSESSION.** Possession of the Property will be delivered to buyer as follows: \_\_\_\_\_,  
265 subject to leases and tenancies as described in § 14.

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

267 **18.1. Broker's Obligations.** Colorado law requires a broker to disclose to any prospective buyer all adverse material facts  
268 actually known by such broker including but not limited to adverse material facts pertaining to the title to the Property and the  
269 physical condition of the Property, any material defects in the Property, and any environmental hazards affecting the Property which  
270 are required by law to be disclosed. These types of disclosures may include such matters as structural defects, soil conditions,  
271 violations of health, zoning or building laws, and nonconforming uses and zoning variances. Seller agrees that any buyer may have  
272 the Property and Inclusions inspected and authorizes Broker to disclose any facts actually known by Broker about the Property.

273 **18.2. Seller's Obligations.**

274 **18.2.1. Seller's Property Disclosure Form.** Disclosure of known material latent (not obvious) defects is required by  
275 law. Seller  **Agrees**  **Does Not Agree** to provide a Seller's Property Disclosure form completed to Seller's current, actual  
276 knowledge.

277 **18.2.2. Lead-Based Paint.** Unless exempt, if the improvements on the Property include one or more residential  
278 dwellings for which a building permit was issued prior to January 1, 1978, a completed Lead-Based Paint Disclosure (Sales) form  
279 must be signed by Seller and the real estate licensees, and given to any potential buyer in a timely manner.

280 **18.2.3. Carbon Monoxide Alarms.** Note: If the improvements on the Property have a fuel-fired heater or appliance, a  
281 fireplace, or an attached garage and one or more rooms lawfully used for sleeping purposes (Bedroom), Seller understands that  
282 Colorado law requires that Seller assure the Property has an operational carbon monoxide alarm installed within fifteen feet of the  
283 entrance to each Bedroom or in a location as required by the applicable building code, prior to offering the Property for sale or lease.

284 **18.2.4. Condition of Property.** The Property will be conveyed in in the condition existing as of the date of the sales  
285 contract or lease, ordinary wear and tear excepted, unless Seller, at Seller's sole option, agrees in writing to any repairs or other work  
286 to be performed by Seller.

287

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

289 **19.1. Right of Seller to Cancel.** In the event Broker defaults under this Seller Listing Contract, Seller has the right to cancel  
290 this Seller Listing Contract, including all rights of Brokerage Firm to any compensation if the Seller Agency box is  
291 checked. Examples of a Broker breach include, but are not limited to (1) abandonment of Seller, (2) failure to fulfill all material  
292 obligations of Broker and (3) failure to fulfill all material Uniform Duties (§ 5) or, if the Seller Agency box at the top of page 1 is  
293 checked, the failure to fulfill all material Additional Duties Of Seller's Agent (§ 6). Any rights of Seller that accrued prior to  
294 cancellation will survive such cancellation.

295 **19.2. Right of Broker to Cancel.** Brokerage Firm may cancel this Seller Listing Contract upon written notice to Seller  
296 that title is not satisfactory to Brokerage Firm. Although Broker has no obligation to investigate or inspect the Property, and no  
297 duty to verify statements made, Brokerage Firm has the right to cancel this Seller Listing Contract if any of the  
298 following are unsatisfactory (1) the physical condition of the Property or Inclusions, (2) any proposed or existing  
299 transportation project, road, street or highway, (3) any other activity, odor or noise (whether on or off the Property) and its effect  
300 or expected effect on the Property or its occupants, or (4) any facts or suspicions regarding circumstances that could  
301 psychologically impact or stigmatize the Property. Additionally, Brokerage Firm has the right to cancel this Seller Listing  
302 Contract if Seller or occupant of the Property fails to reasonably cooperate with Broker or Seller defaults under this Seller  
303 Listing Contract. Any rights of Brokerage Firm that accrued prior to cancellation will survive such cancellation.

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305 **20. FORFEITURE OF PAYMENTS.** In the event of a forfeiture of payments made by a buyer, the sums received will  
306 be divided between Brokerage Firm and Seller, one-half thereof to Brokerage Firm but not to exceed the Brokerage Firm  
307 compensation agreed upon herein, and the balance to Seller. Any forfeiture of payment under this section will not reduce  
308 any Brokerage Firm compensation owed, earned and payable under § 7.

309

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

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

318 **23. MAINTENANCE OF THE PROPERTY.** Neither Broker nor Brokerage Firm is responsible for maintenance of the  
319 Property nor are they liable for damage of any kind occurring to the Property, unless such damage is caused by their negligence or  
320 intentional misconduct.

321

322 **24. NONDISCRIMINATION.** The parties agree not to discriminate unlawfully against any prospective buyer because of the  
323 race, creed, color, sex, sexual orientation, marital status, familial status, physical or mental disability, handicap, religion, national  
324 origin or ancestry of such person.

325 **25. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this document, Seller acknowledges that Broker  
326 has advised that this document has important legal consequences and has recommended consultation with legal and tax or other  
327 counsel before signing this Seller Listing Contract.

328  
329 **26. MEDIATION.** If a dispute arises relating to this Seller Listing Contract, prior to or after closing, and is not resolved, the  
330 parties must first proceed in good faith to submit the matter to mediation. Mediation is a process in which the parties meet with  
331 an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions.  
332 The parties to the dispute must agree, in writing, before any settlement is binding. The parties will jointly appoint an acceptable  
333 mediator and will share equally in the cost of such mediation. The mediation, unless otherwise agreed, will terminate in the  
334 event the entire dispute is not resolved within 30 calendar days of the date written notice requesting mediation is delivered by  
335 one party to the other at the other party's last known address.

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

338 **28. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate  
339 Commission.)

340 **a.** If the Property is sold prior to the expiration of the Listing Period, but such sale is not completed by the end of the  
341 Listing Period, then Broker shall continue to provide the services through the closing of such Sale. However, Seller may cancel  
342 this Agreement at any time, under the following conditions: 1) Seller must request cancellation in writing with all Sellers'  
343 signatures; 2) Seller may not cancel this Contract when an offer has been presented, and the Seller has not replied in writing to the  
344 party making the offer; and 3) Seller may not cancel this Contract if the Seller and a buyer have entered into a Contract to Buy and  
345 Sell Real Estate. Seller must first reject any offers and/or be released from a Contract to Buy and Sell Real Estate before the  
346 listing is cancelled.

347 **b.** Brokerage Firm is authorized to carry out the following, without limitation:

- 348 1) Advertise the final sales price of the Property after Settlement;
- 349 2) List the Property in the Primary Multiple Listing Service ("MLS"); and
- 350 3) Authorize the MLS to display Seller's listing at Realtor.com.

351 Seller acknowledges that Realtor.com does not permit Brokerage Firm to display Seller's contact information, but does display  
352 Brokerage Firm's telephone number. Brokerage Firm's telephone system will either play Seller's phone number to the caller, or, if  
353 Seller chooses to pay for this Optional Service, forward the telephone call to the Seller's telephone number.

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355 **c.** Brokerage Firm is NOT responsible for holding escrow or earnest money. Seller is advised to have an attorney, Title  
356 Company, or other professional party hold any escrow money.

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358 **d.** With the signing of this Agreement, Seller has paid Brokerage Firm a flat fee of \$\_\_\_\_\_ for the Services  
359 provided pursuant to this Agreement. In addition to this flat fee, Brokerage Firm shall charge Seller \$495.00 at closing for  
360 required Brokerage Firm services beyond the listing entry. If the listing is cancelled and Brokerage Firm has performed services  
361 beyond the listing entry, Brokerage Firm shall charge Seller \$25.00 per 15 minutes for broker time spent on document review,  
362 document preparation, document signing, MLS compliance inquiry reviews, and telephone conferences relating to the listing, not  
363 to exceed \$495.00. Seller shall not be charged for email correspondence with Brokerage Firm.

364  
365 **e.** Seller may purchase Optional Services identified in the Listing Addendum for additional charges. If Seller has chosen to  
366 purchase Optional Services, then Seller has also paid Brokerage Firm in advance for the Optional Services chosen by Seller.

367  
368 **f.** Seller shall not engage another broker or brokerage firm to assist with the sale of the Property. Seller shall have all of the  
369 "Seller's Special Duties to Broker" identified in the Listing Addendum attached to and incorporated into this Agreement.

370 **g.** Seller shall be responsible for the following, without limitation:

- 371 1) All advertising not being carried out by Brokerage Firm;
- 372 2) Open Houses;
- 373 3) Conducting showings; where buyer does not have a broker.
- 374 4) Seller's Special Duties as defined in the "**Listing Addendum**" incorporated into this Agreement.

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376 **h. Broker has not viewed the Property in connection with this Agreement.**

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i. Brokerage Firm will instruct the title company to pass through the entire sale commission percentage selected in Paragraph 7.1.1 to another broker who procures the buyer as described in Paragraph 7.5. If the buyer is not procured by Brokerage Firm, the commission shall be limited to the \$295 fee in 28(d.) payable at closing.

**29. ATTACHMENTS.** The following are a part of this Seller Listing Contract: **Listing Addendum**

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

**31. NOTICE, DELIVERY AND CHOICE OF LAW.**

**31.1. Physical Delivery.** All notices must be in writing, except as provided in § 31.2. Any document, including a signed document or notice, delivered to the other party to this Seller Listing Contract, is effective upon physical receipt. Delivery to Seller is effective when physically received by Seller, any signator on behalf of Seller, any named individual of Seller or representative of Seller.

**31.2. Electronic Delivery.** As an alternative to physical delivery, any document, including signed document or written notice, may be delivered in electronic form only by the following indicated methods:  **Facsimile**  **Email**  **Internet**. If no box is checked, this § 31.2 is not applicable and § 31.1 governs notice and delivery. Documents with original signatures will be provided upon request of any party.

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

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

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

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

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

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

Seller's Name: \_\_\_\_\_ Broker's Name: Ken R. Gehris

_____ Seller's Signature	_____ Date	_____ Broker's Signature	_____ Date
Address: _____		Address: <u>1500 Conrad Weiser Parkway</u>	
		<u>Womelsdorf, PA 19567</u>	
Phone No.: _____		Phone No.: <u>866-534-3726</u>	
Fax No.: _____		Fax No.: <u>206-203-0286</u>	
Electronic Address: _____		Electronic Address: <u>kgehris@housepad.com</u>	

Brokerage Firm's Name: USRealty.com

Address: 1500 Conrad Weiser Parkway  
Womelsdorf, PA 19567

Phone No.: 866-534-3726

Fax No.: 206-203-0286

Electronic Address: listing@housepad.com