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Independent Companies
Working Together

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

CONTRACT TO BUY AND SELL REAL ESTATE (ALL TYPES OF PROPERTIES)

Date: _____

Purchase Price: \$ _____

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

2. **DEFINED TERMS.**

a. **Buyer.** Buyer,

, will take title to the real property described below as **Joint Tenants** **Tenants In Common**
 Other _____

b. **Property.** The Property is the following legally described real estate in the County of _____, Colorado:

known as No. _____ **COLORADO** _____
 Street Address City State Zip
 together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto, and all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded.

c. **Dates and Deadlines.**

Item No.	Reference	Event	Date or Deadline
1	§ 4a	Alternative Earnest Money Deadline	NOT APPLICABLE
2	§ 5a	Loan Application Deadline	NOT APPLICABLE
3	§ 5b	Loan Conditions Deadline	NOT APPLICABLE
4	§ 5c	Buyer's Credit Information Deadline	NOT APPLICABLE
5	§ 5c	Disapproval of Buyer's Credit Information Deadline	NOT APPLICABLE
6	§ 5d	Existing Loan Documents Deadline	NOT APPLICABLE
7	§ 5d	Existing Loan Documents Objection Deadline	NOT APPLICABLE
8	§ 5d	Loan Transfer Approval Deadline	NOT APPLICABLE
9	§ 6a(2)	Appraisal Deadline	NOT APPLICABLE
10	§ 7a	Title Deadline	NOT APPLICABLE
11	§ 8a	Title Objection Deadline	NOT APPLICABLE
12	§ 7c	Survey Deadline	NOT APPLICABLE
13	§ 8c(2)	Survey Objection Deadline	NOT APPLICABLE
14	§ 7b	Document Request Deadline	NOT APPLICABLE
15	§ 7d(5)	CIC Documents Objection Deadline	NOT APPLICABLE
16	§ 8b	Off-Record Matters Deadline	NOT APPLICABLE
17	§ 8b	Off-Record Matters Objection Deadline	NOT APPLICABLE
18	§ 8f	Right Of First Refusal Deadline	NOT APPLICABLE

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19	§ 10a	Seller's Property Disclosure Deadline	NOT APPLICABLE
20	§ 10b	Inspection Objection Deadline	NOT APPLICABLE
21	§ 10c	Resolution Deadline	NOT APPLICABLE
22	§ 10d	Property Insurance Objection Deadline	NOT APPLICABLE
23	§ 12	Closing Date	
24	§ 17	Possession Date	
25	§ 17	Possession Time	
26	§ 29	Acceptance Deadline Date	
27	§ 29	Acceptance Deadline Time	

d. Attachments. The following are a part of this Contract:

-- NONE --

Note: The following disclosure forms **are attached** but are **not** a part of this Contract:

-- NONE --

e. Applicability of Terms. A check or similar mark in a box means that such provision is applicable. The abbreviation "N/A" or the word "Deleted" means not applicable and when inserted on any line in **Dates and Deadlines** (§2c), it means that the corresponding provision of the Contract to which reference is made is deleted. The abbreviation "MEC" (mutual execution of this Contract) means the latest date upon which both parties have signed this Contract.

3. INCLUSIONS AND EXCLUSIONS.

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

(1) Fixtures. If attached to the Property on the date of this Contract, lighting, heating, plumbing, ventilating, and air conditioning fixtures, TV antennas, inside telephone wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, built-in kitchen appliances, sprinkler systems and controls, built-in vacuum systems (including accessories), garage door openers including ANY remote controls; and

-- NONE OTHER --

(2) Personal Property. The following are included if on the Property whether attached or not on the date of this Contract: storm windows, storm doors, window and porch shades, awnings, blinds, screens, window coverings, curtain rods, drapery rods, fireplace inserts, fireplace screens, fireplace grates, heating stoves, storage sheds, and all keys. If checked, the following are included:

Water Softeners **Smoke/Fire Detectors** **Security Systems** **Satellite Systems**
 (including satellite dishes).

(3) Other Inclusions.

-- NONE OTHER --

The Personal Property to be conveyed at Closing shall be conveyed, by Seller, free and clear of all taxes, (except personal property taxes for the year of closing), liens and encumbrances, except

**** NOT APPLICABLE ****

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

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(4) Trade Fixtures. With respect to trade fixtures, Seller and Buyer agree as follows:

-- NONE --

The Trade Fixtures to be conveyed at Closing shall be conveyed, by Seller, free and clear of all taxes, (except personal property taxes for the year of Closing), liens and encumbrances, except

**** NOT APPLICABLE ****

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

(5) Parking and Storage Facilities. Use Only Ownership of the following parking facilities:

**** NOT APPLICABLE ****

and Use Only Ownership of the following storage facilities:

**** NOT APPLICABLE ****

(6) Water Rights. The following legally described water rights:

-- NONE --

Any water rights shall be conveyed by **** NOT APPLICABLE **** deed

or other applicable legal instrument. The Well Permit # is N/A

(7) Growing Crops. With respect to growing crops, Seller and Buyer agree as follows:

NOT APPLICABLE

b. Exclusions. The following items are excluded:

-- NONE --

4. PURCHASE PRICE AND TERMS. The Purchase Price set forth below shall be payable in U. S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount	Amount
1	§ 4	Purchase Price	\$	
2	§ 4a	Earnest Money		\$
3	§ 4d(1)	New First Loan		\$
4	§ 4d(2)	New Second Loan		\$
5	§ 4e	Assumption Balance		\$ \$0.00
6	§ 4f	Seller or Private Financing		\$ \$0.00
7				\$
8				
9	§ 4b	Cash at Closing		\$ \$0.00
10		Total	\$	\$

Note: If there is an inconsistency between the Purchase Price on the first page and this § 4, the amount in § 4 shall control.

a. Earnest Money. The Earnest Money set forth in this section, in the form of

_____, is part payment of the Purchase Price and shall be payable to and held by _____ (Earnest Money Holder), in its trust account, on behalf of both Seller and

Buyer. The Earnest Money deposit shall be tendered with this Contract unless the parties mutually agree to an **Alternative Earnest Money Deadline** (§ 2c) for its payment. The parties authorize delivery of the Earnest Money deposit to the closing company, if any, at or before Closing. In the event Earnest Money Holder has agreed to have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest Money Holder in this transaction shall be transferred to such fund.

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b. Cash at Closing. All amounts paid by Buyer at Closing including cash at Closing, plus Buyer's closing costs, shall be in funds which comply with all applicable Colorado laws, which include cash, electronic transfer funds, certified check, savings and loan teller's check and cashier's check (Good Funds).

c. Down Payment Assistance; Seller Paid Costs. Seller, at Closing, shall credit \$ N/A to Buyer to assist with Buyer's down payment. Seller shall also, at Closing, credit to Buyer the amount of \$ N/A to assist with Buyer's closing costs, not to exceed the amount due from Buyer for such costs. These amounts are in addition to any sum Seller has agreed to pay or credit Buyer elsewhere in this Contract.

d. New Loan.

(1) New First Loan. Buyer shall obtain a new loan set forth in this section as follows:

Form with checkboxes for FHA, VA, Conventional, and Other loan types.

This loan will be secured by a (1st, 2nd, etc.) deed of trust.

The loan may be increased to add the cost of mortgage insurance, VA funding fee and other items for a total loan amount, not in excess of \$ \$0.00, shall be amortized over a period of X Years Months at approximately \$ \$0.00 per month including principal and interest not to exceed % per annum, plus, if required by Buyer's lender, a deposit of 1/12 of the estimated annual real estate taxes, property insurance premium, and mortgage insurance premium. If the loan is an adjustable interest rate or graduated payment loan, the payments and interest rate initially shall not exceed the figures set forth above.

Loan discount points, if any, shall be paid to lender at Closing and shall not exceed N/A % of the total loan amount. Notwithstanding the loan's interest rate, the first N/A loan discount points shall be paid by, and the balance, if any, shall be paid by.

Buyer shall timely pay Buyer's loan costs and a loan origination fee not to exceed N/A % of the loan amount. If the loan is an FHA/VA insured or guaranteed loan, Seller shall pay closing costs and fees, not to exceed \$ N/A, that Buyer is not allowed by law to pay for tax service and N/A.

(2) New Second Loan. Buyer shall obtain a new loan set forth in this section as follows:

This loan will be secured by a (2nd, etc.) deed of trust.

The total loan amount, not in excess of \$ \$0.00, shall be amortized over a period of X Years Months at approximately \$ \$0.00 per month including principal and interest not to exceed % per annum. If the loan is an adjustable interest rate or graduated payment loan, the payments and interest rate initially shall not exceed the figures set forth above.

Loan discount points, if any, shall be paid to lender at Closing and shall not exceed N/A % of the total loan amount. Notwithstanding the loan's interest rate, the first N/A loan discount points shall be paid by, and the balance, if any, shall be paid by.

Buyer shall timely pay Buyer's loan costs and a loan origination fee not to exceed N/A % of the loan amount.

e. Assumption. Buyer agrees to assume and pay an existing loan in the approximate amount of the Assumption Balance set forth in this section, presently payable at \$ per month including principal and interest presently at % per annum, and also including escrow for the following as indicated:

Form with checkboxes for Real Estate Taxes, Property Insurance Premium, Mortgage Insurance Premium, and NONE OTHER.

Buyer agrees to pay a loan transfer fee not to exceed \$. At the time of assumption, the new interest rate shall not exceed % per annum and the new payment shall not exceed \$ per monthly principal and interest, plus escrow, if any. If the actual principal balance of the existing loan at Closing is less than the Assumption Balance, which causes the amount of cash required from Buyer at Closing to be increased by more than \$, then

Form with checkboxes for Buyer May Terminate and other options.

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Seller Shall Shall Not be released from liability on said loan. If applicable, compliance with the requirements for release from liability shall be evidenced by delivery at Closing of an appropriate letter of commitment from lender. Cost payable for release of liability shall be paid by ** NOT APPLICABLE ** in an amount not to exceed \$ N/A.

f. Seller or Private Financing. Buyer agrees to execute a promissory note payable to _____, as

Joint Tenants Tenants in Common Other

_____, on the note form as indicated:

(Default Rate) NTD 81-10-06 Other _____

secured by a _____ (1st, 2nd, etc) deed of trust encumbering the Property, using the form as indicated:

Strict Due-On-Sale (TD 72-10-06) Other

Creditworthy (TD 73-10-06)

Assumable - Not Due-On-Sale (TD 74-10-06)

The promissory note shall be amortized on the basis of N/A Years Months, payable at \$ \$0.00 per month including principal and interest at the rate of _____ % per annum.

Payments shall commence _____ and shall be due on the _____ day of each succeeding month. If not sooner paid, the balance of principal and accrued interest shall be due and payable _____ after Closing.

Payments Shall Shall Not be increased by 1/12 of estimated annual real estate taxes, and Shall Shall Not be increased by 1/12 of estimated annual property insurance premium.

The loan shall also contain the following terms: (1) if any payment is not received within _____ calendar days after its due date, a late charge of _____ % of such payment shall be due, (2) interest on lender disbursements under the deed of trust shall be _____ % per annum, (3) default interest rate shall be _____ % per annum, (4) Buyer may prepay without a penalty except _____, and

(5) Buyer Shall Shall Not execute and deliver, at Closing, a Security Agreement and UCC-1 Financing Statement granting the holder of the promissory note a _____ (1st, 2nd, etc.) lien on the personal property included in this sale. Buyer Shall Shall Not provide a mortgagee's title insurance policy, at Buyer's expense.

5. FINANCING CONDITIONS AND OBLIGATIONS.

a. Loan Application. If Buyer is to pay all or part of the Purchase Price by obtaining a new loan, or if an existing loan is not to be released at Closing, Buyer, if required by such lender, shall make a verifiable application by **Loan Application Deadline** (§ 2c). Buyer shall cooperate with Seller and lender to obtain loan approval, **DILIGENTLY AND TIMELY PURSUE SAME IN GOOD FAITH** execute all documents and furnish all information and documents required by lender, and, subject to subsections 4d(1) and (2) and § 4e, timely pay the costs of obtaining such loan or lender's consent. Buyer agrees to satisfy the reasonable requirements of lender, and shall not withdraw the loan or assumption application, nor intentionally cause any change in circumstances that would prejudice lender's approval of the loan application or funding of the loan. Buyer may obtain different financing provided Seller incurs no additional delay, cost or expense, and provided Buyer is approved for such substitute loan.

b. Loan Conditions. If Buyer is to pay all or part of the Purchase Price by obtaining a new loan as specified in § 4d, this Contract is conditional upon Buyer's approval of the availability, terms, conditions and cost for the new loan. This condition is for the benefit of Buyer and shall be deemed waived unless Seller receives from Buyer, no later than **Loan Conditions Deadline** (§ 2c), written notice of Buyer's election to terminate this Contract as such loan was not satisfactory to Buyer. Buyer shall not have the right to terminate under this § 5b based on the terms or conditions of any loan that is the same as set forth in § 4. If Buyer so notifies Seller, this Contract shall terminate. **IF SELLER DOES NOT RECEIVE WRITTEN NOTICE TO TERMINATE AND BUYER DOES NOT CLOSE, BUYER SHALL BE IN DEFAULT.**

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c. Credit Information and Buyer's New Senior Loan. If Buyer is to pay all or part of the Purchase Price by executing a promissory note in favor of Seller, or if an existing loan is not to be released at Closing, this Contract is conditional (for the benefit of Seller) upon Seller's approval of Buyer's financial ability and creditworthiness, which approval shall be at Seller's sole and absolute discretion. In such case: (1) Buyer shall supply to Seller by **Buyer's Credit Information Deadline** (§ 2c), at Buyer's expense, information and documents (including a current credit report) concerning Buyer's financial, employment and credit condition; (2) Buyer consents that Seller may verify Buyer's financial ability and creditworthiness; (3) any such information and documents received by Seller shall be held by Seller in confidence, and not released to others except to protect Seller's interest in this transaction; (4) in the event Buyer is to execute a promissory note secured by a deed of trust in favor of Seller, this Contract, for the benefit of Seller, is conditional upon Seller's approval of the terms and conditions of any new loan to be obtained by Buyer if the deed of trust to Seller is to be subordinate to Buyer's new loan (**Buyer's New Senior Loan**); Seller shall not have the right to terminate under this § 5c for any loan when all such specific terms and provisions (e.g., interest rate, principal, payments, prepayment penalties, due date, etc.) are met as set forth in § 4 or elsewhere in this Contract; and (5) if Seller does not deliver written notice of Seller's disapproval of Buyer's financial ability and creditworthiness or of **Buyer's New Senior Loan** to Buyer by **Disapproval of Buyer's Credit Information Deadline** (§ 2c), then Seller waives the conditions set forth in this section. If Seller does deliver written notice of disapproval to Buyer on or before said date, this Contract shall terminate.

d. Existing Loan Review. If an existing loan is not to be released at Closing, Seller shall deliver copies of the loan documents (including note, deed of trust, and any modifications) to Buyer by **Existing Loan Documents Deadline** (§ 2c). For the benefit of Buyer, this Contract is conditional upon Buyer's review and approval of the provisions of such loan documents. If written notice of objection to such loan documents, signed by Buyer, is not received by Seller by **Existing Loan Documents Objection Deadline** (§ 2c), Buyer accepts the terms and conditions of the documents. If the lender's approval of a transfer of the Property is required, this Contract is conditional upon Buyer's obtaining such approval without change in the terms of such loan, except as set forth in § 4e. If lender's approval is not obtained by **Loan Transfer Approval Deadline** (§ 2c), this Contract shall terminate on such date. If Seller is to be released from liability under such existing loan and Buyer does not obtain such compliance as set forth in § 4e, this Contract may be terminated at Seller's option.

6. APPRAISAL PROVISIONS.

a. Appraisal Condition.

(1) Not Applicable. This § 6a shall not apply.

(2) Conventional. Buyer shall have the sole option and election to terminate this Contract if the Purchase Price exceeds the Property's valuation determined by an appraiser engaged by NOT APPLICABLE. This Contract shall terminate by Buyer delivering to Seller written notice of termination and either a copy of such appraisal or written notice from lender that confirms the Property's valuation is less than the Purchase Price, received on or before **Appraisal Deadline** (§ 2c). If Seller does not receive such written notice of termination on or before **Appraisal Deadline** (§ 2c), Buyer waives any right to terminate under this subsection.

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

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

b. Cost of Appraisal. Cost of any appraisal to be obtained after the date of this Contract shall be timely paid by

Buyer Seller.

7. EVIDENCE OF TITLE.

a. Evidence of Title. On or before **Title Deadline** (§ 2c), Seller shall cause to be furnished to Buyer, at Seller's expense, a current commitment for owner's title insurance policy (Title Commitment) in an amount equal to the Purchase Price, or if this box is checked,

An Abstract of title certified to a current date. At Seller's expense, Seller shall cause the title insurance policy to be issued and delivered to Buyer as soon as practicable at or after Closing. If a title insurance commitment is furnished, it **Shall** **Shall Not** commit to delete or insure over the standard exceptions which relate to:

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- (1) parties in possession,
- (2) unrecorded easements,
- (3) survey matters,
- (4) any unrecorded mechanics' liens,
- (5) gap period (effective date of commitment to date deed is recorded), and
- (6) unpaid taxes, assessments and unredeemed tax sales prior to the year of Closing.

Any additional premium expense to obtain this additional coverage shall be paid by Buyer Seller.

b. Copies of Exceptions.

On or before **Title Deadline** (§ 2c), Seller, at Seller's expense, shall furnish to Buyer and

**** NOT APPLICABLE ****

, (1) a copy of any plats, declarations, covenants, conditions

and restrictions burdening the Property, and (2) if a title insurance commitment is required to be furnished, and if this box is checked

Copies of any Other Documents (or, if illegible, summaries of such documents) listed in the schedule of exceptions (Exceptions).

Even if the box is not checked, Seller shall have the obligation to furnish these documents pursuant to this section if requested by Buyer any time on or before **Document Request Deadline** (§ 2c). This requirement shall pertain only to documents as shown of record in the office of the clerk and recorder in the county where the Property is located. The abstract or title insurance commitment, together with any copies or summaries of such documents furnished pursuant to this section, constitute the title documents (Title Documents).

c. Survey.

On or before **Survey Deadline** (§ 2c) Seller Buyer N/A shall cause Buyer (and the issuer

of the Title Commitment or the provider of the opinion of title if an abstract) to receive a current **Improvement Survey Plat**

Improvement Location Certificate

(the description checked is known as Survey). An amount not to exceed \$ N/A for Survey shall be paid by

Buyer Seller N/A If the cost exceeds this amount, Buyer Seller N/A shall pay the excess

on or before Closing unless Buyer delivers to Seller before Survey is ordered, Buyer's written notice allowing the exception for survey matters.

d. Common Interest Community Governing Documents

(1) Not Applicable. This § 7d shall not apply.

(2) Common Interest Community Disclosure.

THE PROPERTY IS LOCATED WITHIN A COMMON INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR SUCH COMMUNITY. THE OWNER OF THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNER'S ASSOCIATION FOR THE COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION. THE DECLARATION, BYLAWS, AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS, AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION.

(3) Not Conditional on Review. Buyer acknowledges that Buyer has received a copy of the owners' association

(Association) declarations, bylaws, rules and regulations, party wall agreements, minutes of most recent annual owners' meeting and minutes of any directors' meetings during the 6-month period immediately preceding Title Deadline, if any (Governing Documents), most recent financial documents consisting of (a) annual balance sheet, (b) annual income and expenditures statement, and (c) annual budget (Financial Documents), if any (collectively CIC Documents). Buyer has reviewed them, agrees to accept the benefits, obligations and restrictions that they impose upon the Property and its owners and waives any right to terminate this Contract due to such documents, notwithstanding the provisions of § 8e.

(4) CIC Documents to Buyer.

(a) Seller to Provide CIC Documents. Seller shall cause the CIC Documents to be provided to Buyer, at Seller's expense, on or before **Title Deadline** (§ 2c).

(b) Seller Authorizes Association. Seller authorizes the Association to provide the CIC Documents to Buyer, at Seller's expense.

(c) Seller's Obligation. Seller's obligation to provide the CIC Documents shall be fulfilled upon Buyer's receipt of the CIC Documents, regardless of who provides such documents.

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