Realty Group LLC

6143 S. Willow Drive Suite 101 Greenwood Village, CO 80111

David Bovard, Broker Owner Ph: 303-523-4663

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

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

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

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

IRANSACTION-BROKERAGE.	
EXCLUSIVE RIGHT-TO-BUY LISTING CON	туст

■ BUYER AGENCY □ TRANSACTION ROKER SE

Date:

1. AGREEMENT. Buyer and Brokerage Firm enter into this expusive, irrevocable contract (Buyer Listing Contract) and agree to its provisions. Broker, on behalf the kerage Firm, agrees to provide brokerage services to Buyer. Brokerage Firm will receive comparation as set in a provision Buyer Listing Contract.

2. BROKER AND BROKERAGE FIRM.

- 2.1. Multiple-Person Firm. If this both check is the individual designated by Brokerage Firm to serve as the broker of Buyer and to perform the serves for Buyer required by this Buyer Listing Contract is called Broker. If more than one individual is so designated, then remember the Broker includes all persons so designated by ding substitute and additional brokers. The brokerage relationship exists only with Broker and does not extend a true male ing broker, Brokerage Firm or to any other brokers employed or engaged by Brokerage Firm who are at so designated.
- 2.2. One-Person In the lift this box to shecked, Broker is a real estate brokerage firm with only one licensed natural person. Reprendent this Buyer Listing Contract to Broker or Brokerage Firm mean both the licensed natural person and tookerage in two serve as the broker of Buyer and perform the services for Buyer required by the Buyer and Contract.

3. DEFINE TERMS

3.1. Bu RIAN BUYER and BRIANNA BUYER

and any other person or early on whose behalf the named party acts, directly or indirectly, to Purchase the Property.

- 3.2. Brokerage Firm: Realty Group LLC
- 3.3. Broker: David Bovard, Broker Owner
- **3.4. Property.** Property means real estate which substantially meets the following requirements or similar real estate acceptable to Buyer:
 - 3.5. Purchase; Lease.
- **3.5.1.** Purchase means the acquisition of any interest in the Property or the creation of the right to acquire any interest in the Property, including a contract or lease. It also includes an agreement to acquire any

BC60-8-13. EXCLUSIVE RIGHT-TO-BUY LISTING CONTRACT Page 1 of 7

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71	ownership interest in an entity that owns the Property.
72	3.5.2. If this box is checked, Buyer authorizes Broker to negotiate a lease of the Property. Lease of
73	the Property or Lease means any agreement between a landlord and the Buyer to create a tenancy or
74	
75 76	leasehold interest in the Property.
77	3.6. Listing Period. The Listing Period of this Buyer Listing Contract begins on 3/1/2019, and
78	continues through the earlier of (1) completion of the Purchase of the Property or Lease of the Property or (2)
79	6/1/2019, and any written extensions (Listing Period). Broker will continue to assist in the completion of any
30	purchase or lease for which compensation is payable to Brokerage Firm under § 7 of this Buyer Listing
81	Contract.
32	
33 34	3.7. Applicability of Terms. A check or similar mark in a box means that such provision is applicable.
3 4 35	The abbreviation "N/A" or the word "Deleted" means not applicable. The abbreviation "MEC" (mutual execution
36	of this contract) means the date upon which both parties have signed this Buyer Listing Contract.
87	3.8. Day; Computation of Period of Days, Deadline.
88	3.8.1. Day. As used in this Buyer Listing Contract, the term "day" means the entire day ending at
39	11:59 p.m., United States Mountain Time (Standard or Daylight Savings as applicable).
90 91	3.8.2. Computation of Period of Days, Deadline. In computing a riod of days, when the ending
92	date is not specified, the first day is excluded and the last day is included a.g., three days after MEC. If any
93	deadline falls on a Saturday, Sunday or federal or Colorado state holiday Such deadline Will
94	
95	Will Not be extended to the next day that is not a Saturday, Sunday or Finday should neither box be
96	checked, the deadline will not be extended.
97 98	
99	4. BROKERAGE RELATIONSHIP.
100	4.1. If the Buyer Agency box at the top of page 1 is checked, roker represents Buyer as a Buyer's limited
101	agent (Buyer's Agent). If the Transaction-Brokerage to at the top coage to checked, Broker acts as a
102 103	Transaction-Broker.
103	4.2. In-Company Transaction — Different kers the seller and Buyer in a transaction are
105	working with different brokers, those brokers antinue and duct themselves consistent with the brokerage
106	relationships they have established. Buyer at the dedge that Brokerage Firm is allowed to offer and pay
107	compensation to brokers within Brokerage Firm woring with seller.
108 109	4.3. In-Company Transaction One Brucers of seller and Buyer are both working with the same
110	Broker, Broker will function as:
111	4.3.1. Buyer's Agent. If the Bear Agency pox at the top of page 1 is checked, the parties agree the
112	
113 114	following applies:
115	4.3.1.1. Lye. ency Oi Unless the box in § 4.3.1.2 (Buyer Agency Unless
116	Brokerage Relationship will Both seeked, Broker represents Buyer as Buyer's Agent and must treat the
117	seller as a customer. A customer a party to a transaction with whom Broker has no brokerage relationship.
118	Broker must discusse to such continued to such c
119 120	4.3.1.2 Buyer gency Unless Brokerage Relationship with Both. If this box is checked,
121	Broker represents Program years Agent and must treat the seller as a customer, unless Broker currently has
122	or enters into an agency or necessary and agency or necessary agency or necessary and agency or necessary and agency or necessary agency or necessary agency or necessary and agency or necessary agency of the necessary agency of th
123	as a Transaction-Broker
124	4.3.2. Transaction-Broker. If the Transaction-Brokerage box at the top of page 1 is checked, or in the
125 126	event neither box is checked, Broker must work with Buyer as a Transaction-Broker. A Transaction-Broker
127	must perform the duties described in § 5 and facilitate purchase transactions without being an advocate or
128	agent for either party. If the seller and Buyer are working with the same broker, Broker must continue to
129	function as a Transaction-Broker.
130 131	TUTICUOTI AS A TIATISACUOTI-DIONEI.
131	E PROVEDACE DITIES Disclosure Firm acting through Ductor as often a Transaction Ductor
133	5. BROKERAGE DUTIES. Brokerage Firm, acting through Broker, as either a Transaction-Broker or a
134	Buyer's Agent, must perform the following Uniform Duties when working with Buyer:
135	5.1. Broker must exercise reasonable skill and care for Buyer, including but not limited to the following:
136 137	5.1.1. Performing the terms of any written or oral agreement with Buyer;
138	5.1.2. Presenting all offers to and from Buyer in a timely manner regardless of whether Buyer is
139	already a party to a contract to Purchase the Property;
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5.1.3. Disclosing to Buyer adverse material facts actually known by Broker; 5.1.4. Advising Buyer regarding the transaction and advising Buyer to obtain expert advice as to material matters about which Broker knows but the specifics of which are beyond the expertise of Broker; 5.1.5. Accounting in a timely manner for all money and property received; and 5.1.6. Keeping Buyer fully informed regarding the transaction. 5.2. Broker must not disclose the following information without the informed consent of Buyer: 5.2.1. That Buyer is willing to pay more than the purchase price offered for the Property: 5.2.2. What Buyer's motivating factors are; 5.2.3. That Buyer will agree to financing terms other than those offered; or 5.2.4. Any material information about Buyer unless disclosure is required by law or failure to disclose such information would constitute fraud or dishonest dealing. 5.3. Buyer consents to Broker's disclosure of Buyer's confidential information to the supervising broker or designee for the purpose of proper supervision, provided such supervising broker or designee does not further disclose such information without consent of Buyer, or use such information to the detirment of Buyer and the supervising any duty or obligation to Buyer. Broker is not be such information to the detirment of Buyer and breaking any duty or obligation to Buyer. Broker is not prohibited from showl; competing buyers the same property and from assisting competing buyers in attempting to purchase a writefular property. 5.5. Broker is not obligated to seek other properties while Buyer is eady a "ty to a contract to purchase property. 5.6. Broker has no duty to conduct an independent inspection of the Phanty for the denefit of Buyer and has no duty to independently verify the accuracy or completeness of statemen, may by a "by a contract to purchase property. 5.7. Broker must disclose to any prospective sells and to seek other property and the		
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Fee will not be waived; such fee is payable upon Buyer's default, but not later than the date that the closing of		
the transaction was to have occurred.	208	· · · · · · · · · · · · · · · · · · ·
210		the transaction was to have occurred.

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Page 3 of 7

211	7.1.2. Hourly Fee. Brokerage Firm will be paid \$ per hour for time spent by Broker pursuant to this
212 213	Buyer Listing Contract, up to a maximum total fee of \$. This hourly fee is payable to Brokerage Firm upon
213	receipt of an invoice from Brokerage Firm.
215	7.1.3. Retainer Fee. Buyer will pay Brokerage Firm a nonrefundable retainer fee of \$ due and
216 217	payable upon signing of this Buyer Listing Contract. This amount \(\sum \text{will } \sum \text{will } \text{Not} \) be credited against other
217	fees payable to Brokerage Firm under this section.
219	7.1.4. Other Compensation.
220	NONE
221 222	7.2. Brokerage Firm's Fee — Lease.If the box in § 3.5.2 is checked, Brokerage Firm will be paid a
223	fee as follows, less any amounts paid by the listing brokerage firm or landlord:
224	7.2.1. Amount. \$ per square foot per , or , except as provided in § 7.2.2.
225 226	7.2.2. Adjusted Amount. \square See §19. (Additional Provisions) or \square Other
227	7.2.3. Other. <i>NONE</i> .
228	7.2.4. When Earned; When Payable - Lease. This Lease fee is earned upon the mutual
229 230	execution of the Lease. One-half of this Lease fee is payable upon mutual execution of the Lease and one-half
231	upon possession of the premises by tenant or as follows: . If the Lease, exercised after the date of this Buyer
232	Listing Contract, contains an option to extend or renew, or if Buyer expans into additional space within the
233234	building or complex where the Property is located, Brokerage Firm \(\subseteq \text{Will Lot} \) be paid a fee upon
235	exercise of such extension or renewal option or expansion. If Brokerage has to be paid a fee upon
236	extension, renewal or expansion, the amount of such fee and its payment are a follow.
237238	extension, renewal or expansion, the amount of such fee and its payment are floid.
239	7.3. Who Will Pay Brokerage Firm's Fee.
240	7.3. Willowin Fay Brokerage Firm or Seller May Luyer Obligated to Pay. Broker is authorized
241 242	and instructed to request payment of Brokerage Firm fee from the list of okerage firm or seller. Buyer is
243	obligated to pay any portion of Brokerage Firm's fewhich is not paid by the listing brokerage firm or seller.
244	7.3.2. Buyer Will Pay. Buyer is obligated to a pakerage Firm's fee.
245 246	7.3.3. Listing Brokerage Firm or S May 7. Buyer is NOT Obligated to Pay. Broker is
247	authorized to obtain payment of Brokerage Fin 's e from e listing brokerage firm or seller . Provided Buyer
248	has fulfilled Buyer's obligations in this Buyer Listing Contract, Suyer is not obligated to pay Brokerage Firm's
249250	fee.
251	If no box is checked above, then § 7. (b., r is NOT Obligated to Pay) will apply.
252	7.4. Holdover Period. Brokerage irm's respective to Property contracted for (or leased if § 3.5.2 is
253254	checked) during the Term . Ruyer List. Contract or any extensions and also applies to Property
255	contracted for or leased with cale. days after the Listing Period expires(Holdover Period) (1) if the
256	Property is one on which Broom protiate and (2) if Broker submitted its address or other description in
257 258	writing to Buyer the List Period, (Submitted Property). Provided, however, Buyer Will Will Not
259	owe the composation under § 1, 7.2, 7.3.1 and 7.3.2 as indicated, if a commission is earned by another
260	real estate bekerage and inguirsuant to an exclusive agreement with Buyer entered into during the
261262	Holdover Period a Sale Lease of the Submitted Property is consummated. If no box is checked in this §
263	7.4, then Buyer does not over the commission to Brokerage Firm.
264	
265 266	8. LIMITATION ON THIRD-PARTY COMPENSATION. Neither Broker nor Brokerage Firm, except as set
267	forth in § 7, will accept compensation from any other person or entity in connection with the Property without
268	the written consent of Buyer. Additionally, neither Broker nor Brokerage Firm is permitted to assess and receive
269270	mark-ups or other compensation for services performed by any third party or affiliated business entity unless
271	Buyer signs a separate written consent for such services.
272	
273274	9. BUYER'S OBLIGATIONS TO BROKER. Buyer agrees to conduct all negotiations for the Property only
275	through Broker and to refer to Broker all communications received in any form from real estate brokers,
276	prospective sellers, or any other source during the Term of this Buyer Listing Contract. Buyer represents that
277278	Buyer Is Sis Not currently a party to any agreement with any other broker to represent or assist Buyer in
279	the location or Purchase of Property.
280	2 EVOLUSIVE DIGHT TO BUY LISTING CONTDACT Page 4 of 7

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10. RIGHT OF PARTIES TO CANCEL.

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- 10.1. Right of Buyer to Cancel. In the event Broker defaults under this Buyer Listing Contract, Buyer has the right to cancel this Buyer Listing Contract, including all rights of Brokerage Firm to any compensation if the Buyer Agency box at the top of page 1 is checked. Examples of a Broker default include, but are not limited to (1) abandonment of Buyer, (2) failure to fulfill all material obligations of Broker and (3) failure to fulfill all material Uniform Duties (§ 5) or, if the Buyer Agency box at the top of page 1 is checked, the failure to fulfill all material Additional Duties Of Buyer's Agent (§ 6). Any rights of Buyer that accrued prior to cancellation will survive such cancellation.
- **10.2. Right of Broker to Cancel.** Brokerage Firm may cancel this Buyer Listing Contract upon written notice to Buyer if Buyer fails to reasonably cooperate with Broker or Buyer defaults under this Buyer Listing Contract. Any rights of Brokerage Firm that accrued prior to cancellation will survive such cancellation.
- 11. COST OF SERVICES OR PRODUCTS OBTAINED FROM OUTSIDE SOURCES. Broker will not obtain or order products or services from outside sources unless Buyer has agreed to pay for them promptly when due
- (e.g., surveys, radon tests, soil tests, title reports, engineering studies, proper inspections). Neither Broker nor Brokerage Firm is obligated to advance funds for Buyer. Buyer must remourse Brokerage Firm for payments made by Brokerage Firm for such products or services authorized by Brokerage.

12. BROKERAGE SERVICES; SHOWING PROPERTIES.

- **12.1. Brokerage Services.** The following additional tasks will be performably tasks: **HOME RESEARCH STRATEGY PROCESS:**
- 1.) Listen and absorb the clients` vision, timing, commodifies tyle recreation, schools, and other family factors, as they begin to take shade with application of neighborhoods, floor plans, and architectural choices.
- 2.) So that client has a comfortable Financia Plan Liggest potential lenders, unless a mortgage lender is already finalized. It sing a chancial Plan is the blueprint for action, so we create an accurate strategy.
- 318 3.) Compare the Buy First, Then Sell vs. sell vs., iven Buy Strategies, with many advantages either way.
- 4.) Help the client match all these part sets into market possibilities, Showing Homes. Adapt the strategy as needed.
 - 5.) A custom tailored \$15. Delivery system will be created for all properties matching the clients` priorities. Delivery will properties that into their mailbox, either morning, evening, or real time the moment new listing come on market.
- 327 time the moment new list to come on market.
 328 6.) Write the carchase contact, collaborate on client preferences in multi contract scenarios,
 329 and negotice the details to coordinate with clients` calendar. As Buyer Agent, we are your
 331 advocate, Let all secisions are made by the client.

7.) INSPECTION PROCESS:

- A. Roof inspected by a licensed roofing contractor who can deliver a 5 Year Certification once detailed repairs are completed as required.
- B. Home Inspector as chosen by the Client.
- 339 C. Sewer video scope test with results on line posted to YouTube or DVD provided on site.
- D. Mold Testing as recommended by home inspector.
- 342 E. Methamphetamine Testing as indicated by home inspector.
- F. Structural Engineering Inspection as indicated by home inspector.
- 345 G. Home Warranty as Buyer requests, depending on many factors.
- 346 H. All reports and tests are paid for, and performed on behalf of the Client.
- 347 I. Organize all Inspection Results, and collaborate with client to organize Inspection
- 349 Objections delivery to Seller, followed by

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351	Inspection Resolution.
352	8.) Arrange final walk thru within 3
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354	12.2. Showing Properties. Buyer a
355	listing brokers and sellers to show prope
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Buyer(s) Initials:

12.2. Showing Properties. Buyer acknowledges that Broker has explained the possible methods used by listing brokers and sellers to show properties, and the limitations (if any) on Buyer and Broker being able to access properties due to such methods. Broker's limitations on accessing premises are as follows:

. Broker, through Brokerage Firm, has access to the following multiple listing services and property information services:

A custom tailored Search Delivery system will be created for all properties matching the clients` priorities. Delivery will be instantly into their mailbox, either morning, evening, or real time the moment new listings come on market.

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

- 14. DISCLOSURE OF SETTLEMENT SERVICE COSTS. Buyer acknowledges that costs, quality, and extent of service vary between different settlement service providers (e.g., attorney enders, inspectors and title companies).
- **15. NONDISCRIMINATION.** The parties agree not to discriminate unlaw by gainst approspective seller because of the race, creed, color, sex, sexual orientation, marital status, fam. status mysical or mental disability, handicap, religion, national origin or ancestry of such person.
- 16. RECOMMENDATION OF LEGAL AND TAX COUNTY. By caning this ocument, Buyer acknowledges that Broker has advised that this document has important leg consultation with legal and tax or other counsel by the signing this Buyer Listing Contract.
- **MEDIATION.** If a dispute arises relating this **B** Listing Contract, prior to or after closing, and is not resolved, the parties must first proceed in god to stanit the matter to mediation. Mediation is a process n whelp resolve the dispute informally and in which the parties meet with an impartial pers binding cisic The parties to the dispute must agree, in writing, confidentially. Mediators cannot im before any settlement is binding. The sine will be not a specific property appoint an acceptable mediator and will share equally in the cost of such mediation. The mediation n, um otherwise agreed, will terminate in the event the entire 😘 calendar 🕻 s of the date written notice requesting mediation is delivered by dispute is not resolved wit one party to the other at the the 'v's last own address.
- **18. ATTORNEY TESS.** In the cent of any arbitration or litigation relating to this Buyer Listing Contract, the arbitrator or continued award to the prevailing party all reasonable costs and expenses, including attorney and legal fees.
- 19. ADDITIONAL PROVISIONS. (The following additional provisions have not been approved by the Colorado Real Protection ommission.)
- **20. ATTACHMENTS.** The following are a part of this Buyer Listing Contract:

21. NOTICE, DELIVERY AND CHOICE OF LAW.

- **21.1. Physical Delivery.** All notices must be in writing, except as provided in § 21.2. Any document, including a signed document or notice, delivered to the other party to this Buyer Listing Contract, is effective upon physical receipt. Delivery to Buyer is effective when physically received by Buyer, any signator on behalf of Buyer, any named individual of Buyer or representative of Buyer.
- 21.2. Electronic Delivery. As an alternative to physical delivery, any document, including a signed document or written notice may be delivered in electronic form only by the following indicated methods:

 | Tacsimile | E-mail | Internet. If no box is checked, this § 21.2 is not applicable and § 21.1 governs notice and delivery. Documents with original signatures will be provided upon request of any party.

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- **21.3.** Choice of Law. This Buyer 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.
- **22. MODIFICATION OF THIS CONTRACT.** No subsequent modification of any of the terms of this Buyer Listing Contract is valid, binding upon the parties, or enforceable unless in writing and signed by the parties.
- **23. COUNTERPARTS.** This Buyer 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.
- **24. 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 Buyer Listing Contract.
- **25. COPY OF CONTRACT.** Buyer acknowledges receipt of a copy of this Buyer Listing Contract signed by Broker, including all attachments.
- **26. MEGAN'S LAW.** If the presence of a registered sex offender is a latter of ordern to Buyer, Buyer understands that Buyer must contact local law enforcement officials regarding a laining such information.

Brokerage Firm authorizes Broker to execute this Buyer Listing Contract on beaut of cokerage Firm.



Brokerage Firm's Name: Realty Group LLC

Address: 6143 S. Willow Drive Suite 101 Greenwood Village, CO 80111
Ph: 303-523-4663 Fax: Electronic Address: ddbovard@gmail.com

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