



# REAL PROPERTY SALE CONTRACT

(The printed portions of this form have not been approved by the Colorado Real Estate Commission)

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

This REAL PROPERTY SALE CONTRACT ("Sale Contract") dated \_\_\_\_\_

by and between \_\_\_\_\_ ("Seller"),

whose address is: \_\_\_\_\_,

and \_\_\_\_\_ ("Buyer"),

whose address is: \_\_\_\_\_,

will take title to the real property described below as (check one):

- Joint Tenants, or
- Tenants in Common, or
- other; Severalty.

Seller is represented in this sale by Larry T. Deaton, Broker/President, Schur Success Realty & Auction, LLC, headquartered at 1042 W. Baptist Road #161, Colorado Springs, Colorado, 80921, telephone (877) 975-6789 or (719) 235-2764 and facsimile (719) 488-3803 (unless otherwise noted, Deaton and Broker collectively referred to as "Auctioneer").

**NOW, THEREFORE**, in consideration of the agreements and covenants herein, and other good and valuable consideration, the adequacy and receipt of which are acknowledged, the parties being duly authorized and empowered to execute this *Sale Contract* and intending to be legally bound agree as follows:

## AGREEMENTS

### **ARTICLE I: AGREEMENT TO PURCHASE**

1.1. Seller agrees to sell and Buyer agrees to buy, pursuant to the terms herein, the real property described below ("Property").

1.2. The terms for the Auction ("Terms of Auction") are incorporated into this Sale Contract which defines the entire agreement between Seller and Buyer for the purchase and sale of the Property, whether by auction ("Auction") or otherwise.

1.3. The Terms of Auction complement this Sale Contract and may differ in some respects from it. In the event of any conflict between the Terms of Auction and this Sale Contract, the Sale Contract shall control in all instances.

1.4. In the event of a sale of the Property other than by Auction, Buyer is advised that the Terms of Auction are still incorporated into this Sale Contract to define the entire agreement between Seller and Buyer for the purchase and sale of the Property and Buyer is advised to obtain, read, and fully understand the Terms of Auction before entering into this Sale Contract.



**ARTICLE II: THE PROPERTY**

2.1. The Property is described in the legal description contained in the title commitment prepared by Fidelity National Title Company. The Property is located at 123 Main Street, Anytown, USA.

2.2. Should any survey, now existing or later made, indicate greater or lesser acreage or square footage in the Property than represented by Seller or Auctioneer, no adjustment, will be made to the purchase price ("total contract price") to be paid by Buyer to Seller for the Property.

**ARTICLE III: TOTAL CONTRACT PRICE**

3.1. The Property's selling price and scheduled payments follows:

<b>HIGH BID PRICE</b> .....	\$	_____
	Add 10.00% (Ten Percent) BUYER'S PREMIUM	\$ _____
<b>TOTAL CONTRACT PRICE</b> .....	\$	_____
TOTAL EARNEST MONEY DEPOSIT DUE	\$	_____
	Less BIDDER DEPOSIT	\$ _____
Balance EARNEST MONEY DEPOSIT DUE	\$	_____
	Less TOTAL EARNEST MONEY DEPOSIT	\$ _____
<b>BALANCE OF TOTAL CONTRACT PRICE OWED</b> .....	\$	_____

- 3.2. All payments must be made in U. S. Dollars.
- 3.3. Buyer's earnest money deposit ("Buyer's deposit") shall be paid to Fidelity National Title Company, the designated *escrow/closing* agent ("Escrow Agent"), and Escrow Agent shall administer the deposit and conduct the closing of the sale of the Property ("closing").
- 3.4. This is a cash sale which is not contingent upon any matter including, but not limited to, Buyer's ability to obtain financing for this purchase.
- 3.5. The balance of the total contract price owed by Buyer for the Property does not include Buyer's closing costs, any costs associated with financing; any prepaid or prorated closing charges, or taxes applicable to Buyer.

**ARTICLE IV: DISCLAIMER**

4.1. As a material part of the consideration for this Agreement, Seller and Buyer agree that the Property is being sold in "**AS IS, WHERE IS**" condition with all burdens, circumstances, defects, faults, dangers, hazards, issues, material facts, problems, and other relevant matters whether latent or patent, whether past, present, or future and whether or not referenced herein, or in the Terms of Auction, and Buyer knowingly, voluntarily, unconditionally, and irrevocably waives, releases, and discharges Seller and Auctioneer from any claim that Buyer may otherwise have had with respect to the Property, the Auction, this Sale Contract, and the transaction contemplated.

4.2. To the fullest extent allowed by law, Seller and Auctioneer unconditionally disclaim any guarantee, representation, and warranty of every kind, whether expressed, implied, or statutory, whether oral or written, with respect to the Property, the surrounding area, the Auction, the Terms of Auction and all matters referenced therein including, but not. limited to, all matters referred to within



this Article, plus the section on “Bidder’s Due Diligence” included in the Terms of Auction, plus all other relevant matters. whether past, present, or future, and whether or not referenced herein, in the Terms of Auction, or elsewhere, except for limited warranties that may be given by Seller to Buyer in the deed of conveyance, or as expressly stated herein.

4.3. Maps, depictions, and sketches included in the marketing material for the Auction are for illustration purposes only and neither Seller nor Auctioneer warrants or guarantees these materials or related information to be accurate or complete.

4.4. Buyer acknowledges and agrees that it is Buyer’s exclusive responsibility to make and independently verify such factual, legal, and other inquiries, inspections, investigations, and studies as Buyer deems appropriate, desirable, and necessary with, respect to the Property, the Auction, this Sale Contract, and this sale, all of which shall be at Buyer’s exclusive cost, and Seller and Auctioneer shall have no liability whatsoever on any basis or in any amount.

4.5. Buyer acknowledges and agrees that, in executing this Sale Contract and purchasing the Property, Buyer is not relying upon any guarantee, representation, or warranty of any kind that Seller and Auctioneer have disclaimed, nor is Buyer relying upon any assertion, brochure, claim, document, information, literature, map, projection, sketch, or statement of any kind with respect to the Property and any improvements thereon, including the surrounding area and all relevant circumstances, facts, issues, and matters, whether past, present, or future, whether expressed or implied, whether oral or written, whether material or immaterial, and whether given or made by, or on behalf of, Seller or Auctioneer. Instead, Buyer is relying solely upon Buyer’s independent due diligence, inspection, investigation, and findings with respect to the Property, the surrounding area, the Auction, the Terms of Auction and all relevant matters whether past, present, or future, and whether or not referenced herein, in the Terms of Auction, or elsewhere.

4.6. Seller and Auctioneer shall not be liable to Buyer for any relief, including, but not limited to, adjustment, allowance, damages, reformation, or rescission, based upon the failure of the property to conform to any specific condition, expectation, standard, or any third-party documents or information.

4.7. Buyer shall look only to Seller, and not Auctioneer, with respect to all matters regarding the sale of the Property and this Sale Contract.

#### **ARTICLE V: FIXTURES AND PERSONAL PROPERTY**

5.1. This sale includes all built-in appliances, cabinets, fixtures, carpet (attached wall to wall), installed systems (cooling, electrical, heating, lighting, mechanical, plumbing,), in-ground plantings (including shrubbery and trees), and all other items and things permanently attached to the Property. **(Exclusions: There are no exclusions with this property).**

#### **ARTICLE VI: DISCLOSURES**

6.1. Any disclosures made and information given by Seller and/or Auctioneer to Buyer regarding the Property and any improvements thereon, the surrounding area, and all circumstances, facts, issues, and other matters relevant to this sale are provided subject to the disclaimers stated herein. All disclosures, information, representations, and statements made or given are attributable solely to Seller and not Auctioneer, and these represent Seller’s belief at the time this Sale Contract was drafted, but nothing is guaranteed or warranted to be accurate, complete, or correct.

6.2. A list of property specific disclosures has been made part of this Sale Contract and referenced herein as Exhibit A.



6.3. State law enforcement may maintain a database of known sex offenders who reside within the area. Information regarding sex offenders may be obtained by contacting local law enforcement authorities. Buyer relies exclusively upon Buyer's own due diligence and inquiry into this issue and Buyer acknowledges having done all of the research that Buyer desires to do or, in the alternative, Buyer waives the right to research this issue prior to entering into this Sale Contract. Buyer unconditionally and irrevocably acknowledges and agrees that Buyer has not relied upon Seller or Auctioneer for any information regarding this issue and Seller and Auctioneer are not required to provide any additional information regarding the proximity to the property of registered sex offenders.

**ARTICLE VII: BUYER'S DEPOSIT**

7.1. Immediately upon the execution of this Sale Contract, Buyer shall pay ten percent (10.00%) of the total contract price for the Property as Buyer's deposit to Escrow Agent to be held on deposit by Escrow Agent in a designated bank escrow account, insured by Federal Deposit Insurance Corporation, and Escrow Agent shall administer the funds in accordance with, this Sale Contract. This escrow account shall be non-interest bearing, unless otherwise required by law.

7.2. The parties agree Escrow Agent shall be relieved of all liability and held harmless by them so long as Escrow Agent holds Buyer's Deposit and makes any disbursement from it in accordance with this Sale Contract and the Escrow Agreement previously executed by Escrow Agent with Seller and Auctioneer.

7.3. In the event of any controversy regarding Buyer's Deposit, Escrow Agent shall not be required to take any action, but may await the result of any proceeding, or at Escrow Agent's discretion, interplead Buyer's deposit into a court of competent jurisdiction for determination, and Escrow Agent shall thereafter have no liability whatsoever on any basis and for any amount with regards to Buyer's deposit and this Sale Contract

**ARTICLE VII: BROKER INVOLVEMENT**

8.1. Buyer warrants that buyer (check one)  is /  is not represented by a qualified, licensed, real estate broker in this transaction. If Buyer is represented by a broker, the broker's full name, firm, and address are:

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8.2. Buyer warrants not to have contacted or communicated with any real-estate agent or broker about the Property, other than Auctioneer and any broker identified in the previous paragraph, and no other real-estate agent or broker was in any way instrumental in effecting this sale of the Property and there are no brokerage commissions, expenses, fees, or other sums due to any other real-estate agent or broker.

8.3. Buyer agrees to hold Seller and Auctioneer harmless against any claim by any real-estate agent or broker not properly registered with and qualified by Auctioneer in the Buyer-Broker Incentive Program (see below), and Buyer shall indemnify Seller and Auctioneer against any action, arbitration, award, claim, cost, damage, demand, expense, injury, judgment, liability loss, or suit of every kind, including attorneys' fees and costs of defense, asserted by a real- estate agent or broker as a result of, or in relation to, the Auction, this Sale Contract, the transaction contemplated, or any related dealings involving Buyer, Seller, and/or Auctioneer.



8.4. Buyer understands that upon closing, Seller shall pay Auctioneer a commission pursuant to the terms of a separate, written agreement.

**ARTICLE IX: BUYER-BROKER INCENTIVE PROGRAM**

9.1. If the Buyer-Broker Incentive Program is in effect for the Auction, a properly licensed broker (Buyer-Broker) who timely registers and qualifies with the auctioneer in accordance with the terms of this program shall be paid a commission by Seller at closing, in accordance with the terms of this program, provided that both Buyer-Broker and the Buyer that he represents fulfill all requirements under the Terms of Auction, this Sale Contract, and this incentive program.

9.2. If for any reason closing does not occur, including but not limited to the default of any party hereto, no commission or fee shall be due or paid to any Buyers-Broker, and Seller nor Auctioneer shall have no liability on any basis and for any amount.

**ARTICLE X: CASUALTY**

10.1. All risk of loss or damage to the Property shall be borne exclusively by Seller until closing. Immediately upon closing, all risk of loss shall be borne exclusively by Buyer.

10.2. In the event the Property is, in the opinion of Seller, significantly damaged or destroyed by fire or other casualty after the execution of this Sale Contract and before closing, Seller shall have the option to restore the Property to its pre-casualty condition or cancel this Sale Contract, after giving written notice to Buyer of the option Seller selects. In the event Seller chooses to cancel this Sale Contract, Buyer's deposit shall be promptly and fully refunded and this shall be a complete and final settlement with Buyer of all of Seller's obligations to Buyer herein, or otherwise relating to the Property and this sale. Should Seller desire to restore the Property to its pre-casualty condition, Seller shall have one hundred twenty (120) days, immediately following the date on which written notice is given to Buyer, to complete restoration. In the event Seller timely completes restoration, Seller shall give written notice of this fact to Buyer and closing shall immediately occur. In the event Seller does not timely complete restoration, Buyer shall have the option to give written notice to Seller of Buyer's intention to terminate this Sale Contract and Buyer's obligations herein shall then be immediately ended and Buyer's deposit shall be promptly and fully refunded, together with all interest accrued thereon, if applicable, or Buyer may continue to seek performance from Seller under this Sale Contract.

**ARTICLE XI: SELLER'S BREACH**

11.1. If Seller defaults in the performance of any term or obligation herein and closing does not timely occur as a result, Buyer shall have the option to give Seller written notice of Buyer's intention to terminate this Sale Contract and Buyer's obligations herein shall be immediately ended and Buyer's deposit shall be promptly and fully refunded, together with any interest accrued thereon, if applicable, or Buyer may have all rights allowed by law and in equity and pursuant to this Sale Contract, including the right to pursue a claim against Seller for specific performance of this Sale Contract, including Seller's payment of Buyer's reasonable attorneys' fees and cost.

11.2. In no event shall Auctioneer have any liability whatsoever on any basis and for any amount as a result of Seller's breach of this Sale Contract or other wrongful act or omission.

**ARTICLE XII: BUYER'S BREACH**

12.1. If Buyer defaults in the performance of any term or obligation herein and closing does not timely occur as a result, Seller shall give written notice to Buyer that Buyer's deposit shall be



immediately forfeited to Seller and Auctioneer, as reasonable liquidated damages and not as a penalty against Buyer. Seller and Auctioneer shall equally split Buyer's deposit between them and keep their respective shares, Buyer forever waives and releases any right to sue Seller, Auctioneer, or Escrow Agent to recover the Buyer's deposit, or any part, thereof, on the grounds that it is unreasonable in amount, or that its retention by Seller and Auctioneer is wrongful or a penalty not agreed upon by the parties as reasonable liquidated damages.

12.2. If Buyer defaults in the performance of any term or other obligation herein and closing does not timely occur as a result, Seller shall have all rights allowed by law and in equity and pursuant to this Sale Contract including the right to pursue a claim against Buyer for additional damages, specific performance of this Sale Contract, or cancellation of the sale, and including Buyer's payment of Seller's reasonable attorneys' fees and costs.

12.3. In no event shall Auctioneer have any liability whatsoever on any basis and for any amount as a result of Buyer's breach of this Sale Contract or other wrongful act or omission.

#### **ARTICLE XIII: CONVEYANCE AND TITLE**

13.1. Seller shall convey fee simple title to the Property to Buyer by special warranty deed, free and clear of all liens and encumbrances, except as specified in the "exceptions" of the title commitment, the Terms of Auction, this Sale Contract, and subject to all existing covenants, easements, restrictions, and matters of record.

13.2. Buyer agrees to accept title to the Property subject to: (a) all standard exclusions and printed exceptions set forth in the owner's policy of title insurance, including all matters that would be disclosed by a current and accurate survey of the Property, (b) taxes and liens for taxes not yet due and payable, (c) easements for public utilities affecting the Property, (d) all other easements, covenants, restrictions, and right-of-way the Property; (e) rights and claims of any person in possession, (f) all title exceptions referenced in the title commitment, (g) land-use laws (h) applicable statutes, rules, and regulations, (i) zoning ordinances, and (j) all matters herein waived by Buyer (individually and collectively (a) through (j) are referred to as "permitted title exceptions").

13.3. If the title commitment reveals a defect in title which is not one of the permitted title exceptions, or if prior to closing a new defect in title is disclosed by an updated endorsement to the title commitment, which defect is not one of the permitted title exceptions, prior to closing Buyer may either waive such defect or give written notice of such to Seller and Escrow Agent not later than five (5) days from the date of discovery of such defect in title, whereupon Seller may, at its option, attempt to cure such defect prior to closing, or decline to cure the defect. If Buyer has given written notice to Seller of a defect in title which Buyer does not waive, and Seller is unable or unwilling to cure the defect on or before closing, this Sale Contract shall be terminated without liability to either party and Buyer's deposit shall be promptly and fully refunded, together with any interest accrued thereon, if applicable, except that, upon written notice to Buyer, Seller shall have the right, at Seller's sole election, to extend the date of closing by up to sixty (60) days, but not longer, to allow time for Seller to attempt to cure any defect in title.

13.4. Seller shall not voluntarily create or cause any lien or other encumbrance to attach to the Property between the date this Sale Contract is made and closing.

#### **ARTICLE XIV: CLOSING**

14.1. Closing shall be conducted at title office of Escrow agent, whose name and address are: Fidelity National Title Company, 1277 Kelly Johnson Blvd., Suite 100, Colorado Springs, CO 80920.



Closing date is \_\_\_\_\_

14.2. At closing, Seller shall deliver to Buyer the deed provided for herein to convey good and clear title to the Property to Buyer, and Buyer shall pay to Seller the balance of the purchase price owed in cash or by confirmed bank transfer of funds.

14.3. The Seller shall pay for the preparation of the Deed, and Owner's Title policy based on the final purchase price. The Buyer shall solely pay all of the remaining real estate closing costs, including the costs of any other legal documents needed to convey title of the Property to Buyer, including but not limited to reproduction costs and the costs to record the release of every encumbrance against the Property, as well as the transfer (documentary) taxes on the deed, the costs for recording the deed, costs incurred in reviewing the title insurance and providing notice of objections, if any, and all other closing, financing, and sale costs.

14.4. The current year's assessments and any special assessments, association dues and fees, current year's ad-valorem taxes, insurance, interest, rents, and all similar items applicable shall be prorated between Seller and Buyer to the closing date, with Buyer being responsible for the day of closing. Should any additional assessments, other costs, or taxes be levied or charged as a result of any change of use of the Property attributable to Buyer, such amounts shall be the exclusive responsibility of Buyer to pay.

14.5. Closing maybe conducted by mail.

14.6. Seller shall grant Buyer possession of the Property immediately upon closing.

14.7. **SPECIAL TAXING DISTRICTS:** SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND EXCESSIVE TAX BURDENS TO SUPPORT THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYER SHOULD INVESTIGATE THE DEBT FINANCING REQUIREMENTS OF THE AUTHORIZED GENERAL OBLIGATION INDEBTEDNESS OF SUCH DISTRICTS, EXISTING MILL LEVIES OF SUCH DISTRICT SERVICING SUCH INDEBTEDNESS, AND THE POTENTIAL FOR AN INCREASE IN SUCH MILL LEVIES.

**ARTICLE XV: ASSIGNMENT AND THIRD PARTIES**

15.1. Neither party may assign or transfer any interest in this Sale Contract without the prior, written consent of the other.

15.2. Nothing contained in this Sale Contract or in any document or instrument executed by a party in connection with the sale contemplated, shall create any rights in, or be deemed to have been executed for, the benefit of any person or entity not a party hereto, except as expressly provided herein.

**ARTICLE XVI: AGENCY**

16.1. The parties understand and agree that Auctioneer is acting solely as a single agent and exclusively representing Seller on this Sale Contract, the transaction contemplated, and all related matters, and Auctioneer is not acting as a sub-agent, Buyer's agent, or limited consensual dual agent.



**ARTICLE XVII: HOLD HARMLESS AND INDEMNIFICATION**

17.1. A party at fault shall hold a party not at fault, as well as Auctioneer, harmless from, and indemnify the party not at fault against, any motion, arbitration, award, claim, cost, damage, deficiency, demand, expense, indemnity, injury, judgment, liability, loss, obligation, or suit of every kind, including reasonable attorneys' fees and costs of defense, asserted by any person, real or artificial, or by any entity of government, that the party not at fault incurs as a result of any act, error, omission, or wrongdoing attributable to the party at fault or that party's agents, assigns, attorneys, brokers, contractors, directors, employees, invitees, licensees, members, officers, representatives, shareholders, or successors in interest, and which arises out of this Sale Contract, the transaction contemplated, or the related dealings of the parties, except as expressly provided herein.

**ARTICLE XVIII: NOTICE**

18.1. Any notice between the parties permitted, required, or otherwise relating to this Sale Contract, the transaction contemplated, or the related dealings of the parties, shall be given in writing including, but not limited to, notice which addresses approval, breach, cancellation, claim, closing, complaint, consent, default, demand, objection, option, termination, waiver, or exercise of right.

18.2. Notice shall be deemed given by a party and effective on the date when personally delivered to the other party or, in lieu of personal delivery, when addressed to the other party at the address set forth herein and deposited in the mail handled by the United States Postal Service and sent certified mail with postage prepaid amid a receipt retained, or sent by a nationally-recognized overnight courier or delivery service with a receipt retained.

18.3. A copy of any notice shall simultaneously be given to Auctioneer at the addresses listed on page one of this Sale Contract.

**ARTICLE XIX: LEGAL ACTION AND ARBITRATION**

19.1. Any action, claim, controversy, or dispute arising out of this Sale Contract including, but not limited to, its breach, enforcement, interpretation, termination, validity, or the transaction contemplated, the Auction, or any related dealings between Seller, Bidder, Buyer, and/or Auctioneer ('Sale Issues'), whether controlled by federal or state law, and whether an issue of law equity, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined and resolved exclusively by final and binding arbitration, with no appeal permitted, except as provided by applicable law for the judicial review or enforcement of arbitration decisions.

19.2. Each party unconditionally and irrevocably waives all right to a trial by jury in any action, proceeding, or counterclaim arising out of or related to this Sale Contract, the transactions contemplated, and the related dealings of the parties.

19.3. The costs of arbitration, including the fees and expenses of the arbitrators, but not including the parties' attorneys' fees, shall initially be paid equally by the parties.

19.4. The prevailing party shall be entitled to collect from the other its full costs associated with the arbitration, including reasonable attorneys' fees.

19.5. The parties agree that the filing, proceedings, rulings, decisions, result, and award from any arbitration shall be permanently kept confidential and not disclosed in any form or manner to any entity, media, or person whatsoever, and the parties shall jointly move the court entering judgment on the arbitration award to so order.



19.6. Any arbitration or other adversarial proceeding must be commenced within six (6) months from the date of the Auction or when the cause of arbitration accrued, whichever first occurs, or it will be forever barred. The right of arbitration shall accrue, and the six (6) month limitation period shall begin to run, from the date the breach, damage, or injury is sustained and not when discovered.

**ARTICLE XX: BINDING EFFECT**

20.1. This Sale Contract shall be binding upon the parties and their agents, assigns, attorneys, beneficiaries, brokers, directors, distributees, employees, executors, heirs, legatees, members, officers, representatives, shareholders, and successors in interest.

**ARTICLE XXI: CHOICE OF LAW, JURISDICTION, AND VENUE**

21.1. This Sale Contract, the transaction contemplated, and all related dealings of the parties shall be exclusively construed and governed in accordance with the laws of the State of Colorado, without regard to its conflict of laws principles.

21.2. The exclusive jurisdiction and venue for any controversy or claim between the parties shall be the County of El Paso in the State of Colorado.

**ARTICLE XXII: SEVERABILITY, HEADINGS, PRONOUNS, AND CONSTRUCTION**

22.1. If any clause or provision of this Sale Contract is held illegal, invalid, or unenforceable, it is the parties' intention that the remainder of this Sale Contract shall not be affected. In lieu of such clause or provision that is held illegal, invalid, or unenforceable, there shall be added, as a part of this Sale Contract, a clause or provision as similar in term and effect as such illegal, invalid, or unenforceable clause or provision.

22.2. Article headings are for reference only and not intended to expand or restrict the scope or substance of the provisions of this Sale Contract. Any reference herein to an Article heading includes all relevant sections, subsections, and paragraphs within that Article.

22.3. Words used in the present tense also include the past and future tense, as the context requires.

22.4. Wherever used in this Sale Contract, the singular shall include the plural, the plural shall include the singular, and pronouns shall be read as masculine, feminine or neuter, as the context requires.

22.5. The parties agree that this Sale Contract have been mutually agreed upon by them and on legal inference, presumption, principle, or other rule of draftsmanship, or construction shall be used in favor of or against either of them.

**ARTICLE XXIII: MISCELLANEOUS**

23.1. Buyer certifies to be of legal age and have full capacity and competence to understand, enter into, execute, and deliver this Sale Contract.

23.2. If Buyer is purchasing the Property on behalf of an arm of government or business entity, i.e., corporation, Limited Liability Company, etc., ("artificial person"). Buyer shall be personally liable under this Sale Contract until such time as the artificial person presents Seller with acceptable, written evidence of the artificial person's good standing in its state of formation, plus a duly-passed and executed resolution or similar written authority from its board of directors or other governing authority that authorizes the purchase of the Property and agrees for the artificial person to be bound by this Sale Contract.



23.3. This Sale Contract may be signed in multiple counterparts and each shall be an original of this Sale Contract, with all counterparts constituting a single instrument.

23.4. A facsimile signature shall be considered as valid as an original signature,

23.5. This Sale Contract and the incorporated Terms of Auction contain the entire undertaking between the parties regarding the Auction, the transaction contemplated, and all related dealings of the parties, and there are no oral or written agreements, inducements, promises, representations, or warranties other than those expressly set forth.

23.6. This Sale Contract supersedes any previous agreement, negotiation, or understanding between the parties regarding the transaction contemplated, and such have been merged here and shall not survive execution of this Sale Contract.

23.7. No deletion, modification, supplement, or waiver of any term of this Sale Contract shall be effective unless made in writing and executed by the parties with the same formality as this Sale Contract.

23.8. The failure of either party to insist upon the strict performance of any term of this Sale Contract shall not be construed as a waiver of any subsequent default of the same or similar nature.

23.9. Each party had the opportunity to seek the independent advice of legal counsel of its choosing and each has either done so or has voluntarily decided to forgo such advice, with full understanding of the risk involved in this course with regard to the Property, Auction, Sale Contract, and this sale.

23.10. Each party acknowledges that it has received and read the Terms of Auction and this Sale Contract in their entirety, understands and fully accepts all of the terms contained, and has received an executed copy of this Sale Contract.

23.11. In addition to any other attachments, exhibits, or other documents or materials referenced herein, the following Attachments are attached hereto and incorporated herein by reference.

**ARTICLE XXIV: TIME OF THE ESSENCE**

24.1. Time is of the essence of this Sale Contract. Each party shall fully perform all respective obligations herein at such times as to ensure that closing occurs on the date specified, or any mutually agreed-upon extension of that date.

**ARTICLE XXV: SURVIVAL**

25.1. This Sale Contract and all of its terms shall survive closing.



IN WITNESS WHEREOF, the parties being duly authorized and empowered have agreed to the terms herein and executed this Sale Contract intending to be legally bound.

**SELLER:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, St., ZIP

\_\_\_\_\_  
Signature

**BUYER:**

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, St., ZIP

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Social Security Number \_\_\_\_\_

Telephone No. \_\_\_\_\_

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

**BUYER:**

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, St., ZIP

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Social Security Number \_\_\_\_\_

Telephone No. \_\_\_\_\_

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



## EXHIBIT A

### PROPERTY SPECIFIC DISCLOSURES

*Mineral and Water Rights:* The Seller retains no reservations to the mineral and water rights on the Property. All mineral and water rights, as owned by the Seller, will be conveyed with the real estate.

*Seller's Property Disclosure:* As required by Colorado Real Estate Commission (SPD I 9-10-05), Seller has provided a Seller's Property Disclosure for each Parcel offered in the Auction. This disclosure statement is not intended to be a substitute for prospective Buyer's hiring of qualified experts to inspect the property, nor is this disclosure a warranty or guarantee, of any kind by the Seller, Broker, or Auction Company. The buyer will be required to acknowledge receipt and acceptance of the Seller's responses to this Seller's Property Disclosure.

*Sex offenders:* State law enforcement may maintain a data base of known sex offenders who reside within the area. Information regarding sex offenders may be obtained by contacting local law enforcement authorities. Buyer relies exclusively upon Buyer's own due diligence and inquiry into this issue and Buyer acknowledges having done all of the research that Buyer desires to do or, in the alternative, Buyer waives the right to research this issue prior to entering into this Sale Contract. Buyer unconditionally and irrevocably acknowledges and agrees that Buyer has not relied upon Seller or Auctioneer for any information regarding this issue and Seller and Auctioneer are not required to provide any additional information regarding the proximity to the Property of registered sex offenders,

*Methamphetamine Laboratory Disclosure:* The parties acknowledge that Seller is required to disclose whether Seller knows that the Property was previously used as a methamphetamine laboratory. No disclosure is required if the Property was remediated in accordance with state standards and other requirements are fulfilled pursuant to Section 25-18.5-102, C.R.S. Buyer further acknowledges that Buyer has the right to engage a certified hygienist or industrial hygienist to test whether the Property has ever been used as a methamphetamine laboratory. In the event that the Property has been used as a methamphetamine laboratory, Buyer may deliver written notice to Seller, on or before Closing, to terminate this Contract.

*Title Advisory:* The permitted title exceptions affect the title, ownership and use of the Property and should be reviewed carefully. Additionally, other matters not reflected in the permitted title exceptions may affect the title, ownership and use of the Property, including without limitation boundary lines and encroachments, area, Zoning, unrecorded easements and claims of easements, leases and other unrecorded agreements, and various laws and governmental regulations concerning land use, development and environmental matters. **The surface estate may be owned separately from the underlying mineral estate. Transfer of the surface estate does not necessarily include transfer of the mineral rights or water rights. Third parties may hold interests in oil, gas, other minerals, geothermal energy or water on or under the Property, which interests may give them rights to enter and use the Property.** Such matters may be excluded from or not covered by the title insurance policy.

*Property Specifics:* Seller represents that to the best of his knowledge, no person has used, generated, stored, dumped, released, buried, disposed of or emitted any hazardous material on the Property, nor are there any transformers or underground tanks on the Property, except as otherwise disclosed by Seller. Purchaser(s) are advised that they must assume the liability of inspection to satisfy their conditions of this purchase and their need for use of the Property. Purchaser(s) are strongly encouraged to conduct a survey, tests, inspections, and /or other studies prior to bidding to

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satisfy themselves of any condition regarding the subject property and pertaining to expansive soils, bedrock moisture content, soil permeability, availability of utilities such as water, electricity, telephone and presence or absence of noxious weeds as described by the State of Colorado or county weed laws, boundaries, restrictions, reservations or dedications, and any other condition that might inhibit or deter the intended or projected enjoyment or use of the subject property by the Purchaser(s).

SAMPLE