

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (AE42-5-04)

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

## **AGREEMENT TO AMEND/EXTEND CONTRACT WITH BROKER**

Date: \_\_\_\_\_

This Agreement To Amend/Extend amends the following contract which is checked:

- ☐ Listing Contract or;
- ☐ Exclusive Right-to-Lease Contract,

dated \_\_\_\_\_, relating to the sale or lease of the real estate in the County of \_\_\_\_\_, Colorado, (Legal Description):

known as \_\_\_\_\_ (Property).  
Street Address City State Zip

- ☐ Exclusive Right-to-Buy Contract or;
- ☐ Exclusive Tenant Contract,

dated \_\_\_\_\_, between Brokerage Firm named below and the undersigned Buyer or Seller.

If this Agreement is used with a lease or rental transaction, the word "Seller" shall mean "Landlord", and the word "Buyer" shall mean "Tenant".

This Agreement will control in the event of any conflict with the contract to which it amends.

Buyer or Seller and Brokerage Firm agree to amend the aforesaid contract as follows:

1. The date ending the Listing Period or Duration of Agency/Duration Relationship is \_\_\_\_\_ extended to \_\_\_\_\_.
2. If this Agreement amends the Listing Contract or Exclusive Right-to-Lease Contract, the price or rental rate is changed to \$\_\_\_\_\_.
3. Additional amendments:

All other terms and conditions of said contract shall remain the same.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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Seller or Buyer

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Seller or Buyer

Brokerage Firm's Name: \_\_\_\_\_

Date: \_\_\_\_\_

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Broker

## COMMON INTEREST COMMUNITY CHECKLIST FOR BROKERAGE FIRM

**NOTE:** Any recipient of this form is advised to independently verify information listed below.

**Property Address:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Item	Yes	No	Don't Know	Amount	Comments
1. Are there any unpaid expenses or assessments on the property?					
2. Are there any unpaid special assessments on the property?					
3. Are there any unpaid liens on the property?					
4. Are any special assessments being contemplated on the property?					
5. Are any increases being contemplated to the periodic fee?					
6. Is there a monthly association fee?					
7. Is there a quarterly association fee?					
8. Is there a semi-annual association fee?					
9. Is there an annual association fee?					
10. Is the property subject to more than one association fee?					
11. Must a buyer prepay monthly association dues at time of closing? If so, how many months? _____					
12. Is a working capital reserve deposit required from the buyer?					
13. Is a transfer fee imposed by the association upon sale of the property?					
14. Is a fee imposed by the association for providing a status letter?					
15. Is there a charge for common area access devices? (pool keys, common hallway keys, etc.)					
16. Are any other fees imposed by the association upon sale of the property?					
17. Are there any violations of covenants that the seller has been advised of?					
18. Are there any existing or pending law suits against the association and/or the property?					
19. Is the association still under the control of the developer?					
20. Is there any damage to this property, any common areas, any adjacent properties, or violations of the covenants or rules and regulations that could cause a lien against the property?					
21. Is the sale of this property subject to a right of first refusal by the association or a member?					
22. Does this property include the use of?					
Deeded      Exclusive use					
Storage unit(s) <input type="checkbox"/> <input type="checkbox"/>					
Parking space(s) <input type="checkbox"/> <input type="checkbox"/>					
Carport(s) <input type="checkbox"/> <input type="checkbox"/>					
Garage(s) <input type="checkbox"/> <input type="checkbox"/>					
23. The regular association dues includes the following:					
Management					

Insurance premiums					
a. Structure(s)					
b. Common area liability					
Common area/element repair, maintenance or replacement					
Trash collection					
Water					
Sewer					
Heat					
Hot water					
Snow removal					
Roof					
Indoor swimming pool					
Outdoor swimming pool					
Hot tub					
Tennis court(s)					
Club house					
Perimeter fencing					
Cable/satellite TV					
Gas service					
Electric service					
Road maintenance					
Common area utilities					
Exterior maintenance					
Other _____					

Explain any "Yes" answers to the above questions:

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Association Name: \_\_\_\_\_  
 Association Address: \_\_\_\_\_  
 Association Phone: \_\_\_\_\_ Association President: \_\_\_\_\_  
 Association e-mail address: \_\_\_\_\_  
 Association website: \_\_\_\_\_  
 Association Management Company: \_\_\_\_\_  
 Management Company Address: \_\_\_\_\_  
 Management Company Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
 Management Company e-mail address: \_\_\_\_\_  
 Management Company Website: \_\_\_\_\_

Is there a Sub-Association? If so, the above information for the Sub-Association:

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## **EARNEST MONEY Promissory Note**

U.S. \$ \_\_\_\_\_

\_\_\_\_\_, \_\_\_\_\_  
City State

Date: \_\_\_\_\_

FOR VALUE RECEIVED,

\_\_\_\_\_  
Name(s) of Maker(s)

\_\_\_\_\_  
Address

jointly and severally, promise to pay to the order of

\_\_\_\_\_  
the sum of

\_\_\_\_\_  
Dollars,

with interest at \_\_\_\_\_ per cent per annum from \_\_\_\_\_ until paid.

Both principal and interest are payable in U.S. dollars on or before \_\_\_\_\_, payable at

or at such other address as note holder may designate. Presentment, notice of dishonor, and protest are hereby waived. If this note is not paid when due, I/we agree to pay all reasonable costs of collection, including attorney's fees.

\_\_\_\_\_  
Maker's signature

\_\_\_\_\_  
Maker's signature

This note is given as earnest money for the contract on the following property:

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### **EARNEST MONEY RELEASE**

Date: \_\_\_\_\_

1. Parties, Property, Contract, Earnest Money Deposit:

- a. Seller \_\_\_\_\_
- b. Buyer \_\_\_\_\_
- c. Property \_\_\_\_\_
- d. Date of Contract \_\_\_\_\_
- e. Earnest Money \$ \_\_\_\_\_

2. Buyer and Seller agree that the Contract is terminated. Buyer and Seller agree that the Earnest Money shall be distributed as follows:

- a. \$ \_\_\_\_\_ payable to: \_\_\_\_\_
- b. \$ \_\_\_\_\_ payable to: \_\_\_\_\_
- c. Other: \_\_\_\_\_

If the Contract required the Earnest Money to be placed in an interest bearing account, the interest shall be disbursed as follows:

This Earnest Money Release may affect legal rights or claims of the parties. Buyer and Seller are advised of their right to obtain legal counsel.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Buyer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Seller

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## **EXCHANGE ADDENDUM TO CONTRACT TO BUY AND SELL REAL ESTATE**

**1. Amendment to a Contract to Buy and Sell Real Estate.** This Exchange Addendum ("Addendum") is made a part of a Contract to Buy and Sell Real Estate for the purchase and sale of the Property:

known as No. \_\_\_\_\_,  
which is dated \_\_\_\_\_ between the Buyer and Seller ("Contract"). This Addendum shall control in the event of any conflict with the Contract to which it is attached.

**2. Parties.** In this Addendum:

- a. ☐ Buyer                      ☐ Seller is also known as the Exchanging Party ("Exchanging Party")  
b. ☐ Buyer                      ☐ Seller is also known as the Cooperating Party. ("Cooperating Party ")

**3. Declaration of Intent.**

Exchanging Party has declared its intention that the purchase or sale of the Property be structured as an exchange of real estate under the terms and requirements of Section 1031 of the Internal Revenue Code ("Exchange").

**4. Limited Assignability; Cooperation.**

Notwithstanding any other provision of the Contract, the parties agree that the Exchanging Party's rights under this Contract are assignable prior to closing to structure an exchange of the Property under Section 1031 and the Cooperating Party agrees to reasonably cooperate in such exchange with the Exchanging Party at no additional cost or liability to the Cooperating Party. This addendum shall not alter any date in the Contract.

**5. Legal/Tax Advice; Other Legal Documents.**

Broker recommends legal and tax advice be obtained. Exchanging Party understands that other legal documents may be necessary to comply with the requirements of Section 1031.

**6. Exchange Not a Condition.**

Nothing herein shall be construed to relieve the parties from their respective obligations under the Contract, whether or not the intended Exchange occurs.

Date: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Buyer Buyer

Date: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Seller Seller

## Lead-Based Paint Disclosure (Sales)

Attachment to Contract to Buy and Sell Real Estate for the Property known as:

Street Address

City

State

Zip

**WARNING! LEAD FROM PAINT, DUST, AND SOIL CAN BE DANGEROUS IF NOT MANAGED PROPERLY**

**Penalties for failure to comply with Federal Lead-Based Paint Disclosure Laws include treble (3 times) damages, attorney fees, costs, and a penalty up to \$10,000 (plus adjustment for inflation) for each violation.**

### Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

#### Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

### Seller's Disclosure to Buyer and Real Estate Licensee(s) and Acknowledgment

- (a) Seller acknowledges that Seller has been informed of Seller's obligations. Seller is aware that Seller must retain a copy of this disclosure for not less than three years from the completion date of the sale.
- (b) Presence of lead-based paint and/or lead-based paint hazards (check one box below):
- ☐ Seller has no knowledge of any lead-based paint and/or lead-based paint hazards present in the housing.
- ☐ Seller has knowledge of lead-based paint and/or lead-based paint hazards present in the housing (explain):
- \_\_\_\_\_
- \_\_\_\_\_
- (c) Records and reports available to Seller (check one box below):
- ☐ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.
- ☐ Seller has provided Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):
- \_\_\_\_\_
- \_\_\_\_\_

### Buyer's Acknowledgment

- (d) Buyer has read the Lead Warning Statement above and understands its contents.
- (e) Buyer has received copies of all information, including any records and reports listed by Seller above.
- (f) Buyer has received the pamphlet "Protect Your Family From Lead in Your Home".
- (g) Buyer acknowledges federal law requires that before a buyer is obligated under any contract to buy and sell real estate, Seller shall permit Buyer a 10-day period (unless the parties mutually agree, in writing, upon a different period of time) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.
- (h) Buyer, after having reviewed the contents of this form, and any records and reports listed by Seller, has elected to (check one box below):
- ☐ Obtain a risk assessment or an inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards, within the time limit and under the terms of Section 10 of the Contract to Buy and Sell Real Estate; or
- ☐ Waive the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.



**Real Estate Licensee's Acknowledgment**

Each real estate licensee signing below acknowledges receipt of the above Seller's Disclosure, has informed Seller of Seller's obligations and is aware of licensee's responsibility to ensure compliance.

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**Certification of Accuracy**

I certify that the statements I have made are accurate to the best of my knowledge.

Date: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Seller  
Date: \_\_\_\_\_

\_\_\_\_\_  
Seller  
Date: \_\_\_\_\_

\_\_\_\_\_  
Buyer  
Date: \_\_\_\_\_

\_\_\_\_\_  
Buyer  
Date: \_\_\_\_\_

\_\_\_\_\_  
Real Estate Licensee (Listing)

\_\_\_\_\_  
Real Estate Licensee (Selling)

## Lead-Based Paint Disclosure (Rentals)

### Attachment to Residential Lease or Rental Agreement for the Property known as:

Street Address

City

State

Zip

### **WARNING! LEAD FROM PAINT, DUST, AND SOIL CAN BE DANGEROUS IF NOT MANAGED PROPERLY**

**Penalties for failure to comply with Federal Lead-Based Paint Disclosure Laws include treble (3 times) damages, attorney fees, costs, and a penalty up to \$10,000 (plus adjustment for inflation) for each violation.**

#### **Disclosure for Target Housing Rentals and Leases**

#### **Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**

#### **Lead Warning Statement**

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

#### **Landlord's Disclosure to Tenant and Real Estate Licensee(s)**

(a) Landlord acknowledges that Landlord has been informed of Landlord's obligations. Landlord is aware that Landlord must retain a copy of this disclosure for not less than three years from the commencement of the leasing period.

(b) Presence of lead-based paint and/or lead-based paint hazards (check one box below):

- ☐ Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- ☐ Landlord has knowledge of lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(c) Records and reports available to Landlord (check one box below):

- ☐ Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.
- ☐ Landlord has provided Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

#### **Tenant's Acknowledgment**

(d) Tenant has read the Lead Warning Statement above and understands its contents.

(e) Tenant has received copies of all information, including any records and reports listed by Landlord above.

(f) Tenant has received the pamphlet "Protect Your Family From Lead in Your Home".

#### **Real Estate Licensee's Acknowledgment**

Each real estate licensee signing below acknowledges receipt of the above Landlord's Disclosure, has informed Landlord of Landlord's obligations and is aware of licensee's responsibility to ensure compliance.

#### **Certification of Accuracy**

I certify that the statements I have made are accurate to the best of my knowledge.

Landlord

Date

Tenant

Date

Landlord

Date

Tenant

Date

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Real Estate Licensee (Listing)	Date
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Real Estate Licensee (Leasing)	Date
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## Lead-Based Paint Obligations of Seller

Seller acknowledges the following obligations, which shall be completed before the buyer is obligated under any contract to buy and sell real estate. There is no obligation of Seller to conduct any evaluation or reduction activities.

1. Seller shall provide the required lead warning statement set forth on the lead-based paint disclosure form.
2. Seller shall provide the buyer with the EPA-approved lead hazard information pamphlet "Protect Your Family From Lead in Your Home".
3. Seller shall disclose to the buyer and the real estate licensee(s) the presence of any known lead-based paint and/or lead-based paint hazards in the Property being sold. Seller shall also disclose any additional information available to Seller concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for the determination that lead-based paint and/or lead-based paint hazards exist, the location of the lead-based paint and/or lead-based paint hazards, and the condition of the painted surfaces.
4. Seller shall disclose to each real estate licensee the existence of any available records or reports. Seller shall also provide the buyer with any records or reports available to Seller pertaining to lead-based paint and/or lead-based paint hazards in the Property being sold. This requirement includes records and reports regarding common areas. This requirement also includes records and reports regarding other residential dwellings in multifamily target housing, provided that such information is part of an evaluation or reduction of lead-based paint and/or lead-based paint hazards in the building as a whole. If no such records or reports are available, Seller shall so indicate.
5. Seller, before a buyer is obligated under any contract to buy and sell real estate, shall permit the buyer a 10-day period (unless the parties mutually agree, in writing, upon a different period of time) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards. A buyer may waive the opportunity to conduct the risk assessment or inspection by so indicating in writing.
6. Seller must sign and date the Lead-Based Paint Disclosure, certifying to the accuracy of Seller's statements, to the best of Seller's knowledge.

If any of the disclosure activities identified above occurs after the buyer has provided an offer to purchase the Property, Seller shall complete the required disclosure activities prior to accepting the buyer's offer and allow the buyer an opportunity to review the information and possibly amend the offer.

Seller is required to retain a copy of the completed Lead-Based Paint Disclosure for 3 years from the completion date of the sale.

Property known as No. \_\_\_\_\_  
Street Address City State Zip

Date: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Seller

## Lead-Based Paint Obligations of Landlord

Landlord acknowledges the following obligations, which shall be completed before the tenant is obligated under any contract to lease the Property. There is no obligation of Landlord to conduct any evaluation or reduction activities.

1. Landlord shall provide the required lead warning statement set forth on the Lead-Based Paint Disclosure form.
2. Landlord shall provide the tenant with the EPA-approved lead hazard information pamphlet "Protect Your Family From Lead in Your Home".
3. Landlord shall disclose to the tenant and the real estate licensee(s) the presence of any known lead-based paint and/or lead-based paint hazards in the Property being leased. Landlord shall also disclose any additional information available to Landlord concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for the determination that lead-based paint and/or lead-based paint hazards exist, the location of the lead-based paint and/or lead-based paint hazards, and the condition of the painted surfaces.
4. Landlord shall disclose to each real estate licensee the existence of any available records or reports. Landlord shall also provide the tenant with any records or reports available to Landlord pertaining to lead-based paint and/or lead-based paint hazards in the Property being leased. This requirement includes records and reports regarding common areas. This requirement also includes records and reports regarding other residential dwellings in multifamily target housing, provided that such information is part of an evaluation or reduction of lead-based paint and/or lead-based paint hazards in the building as a whole. If no such records or reports are available, Landlord shall so indicate.
5. Landlord must sign and date the Lead-Based Paint Disclosure, certifying to the accuracy of Landlord's statements, to the best of Landlord's knowledge.

If any of the disclosure activities identified above occurs after the tenant has provided an offer to lease the Property, Landlord shall complete the required disclosure activities prior to accepting the tenant's offer and allow the tenant an opportunity to review the information and possibly amend the offer.

Landlord is required to retain a copy of the completed Lead-Based Paint Disclosure for 3 years from the commencement of the leasing period.

Property known as No. \_\_\_\_\_  
Street Address City State Zip

Date: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Landlord

\_\_\_\_\_  
Landlord



## SQUARE FOOTAGE DISCLOSURE

This disclosure is made to Buyer and Seller pursuant to the requirements of Colorado Real Estate Commission and applies to improved residential real estate. Check applicable boxes below.

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

### 1. Licensee Measurement

Listing Licensee ☐ **Has** ☐ **Has Not** measured the square footage of the residence according to the following standard, methodology or manner:

<input type="checkbox"/>	<u>Standard/Methodology/Manner</u>	<u>Date Measured</u>	<u>Square Footage</u>
<input type="checkbox"/>	Exterior measurement	_____	_____
<input type="checkbox"/>	FHA	_____	_____
<input type="checkbox"/>	ANSI	_____	_____
<input type="checkbox"/>	Local standard _____	_____	_____
<input type="checkbox"/>	Other _____	_____	_____

### 2. Other Source of Measurement:

Listing Licensee ☐ **Is** ☐ **Is Not** providing information on square footage of the residence from another source(s) as indicated below:

<input type="checkbox"/>	<u>Source of Square Footage Information</u>	<u>Date</u>	<u>Square Footage</u>
<input type="checkbox"/>	Prior appraisal (Date of document)	_____	_____
<input type="checkbox"/>	Building plans (Date of document)	_____	_____
<input type="checkbox"/>	Assessor's office (Date obtained)	_____	_____
<input type="checkbox"/>	Other _____	_____	_____

Measurement is for the purpose of marketing, may not be exact and is not for loan, valuation or other purpose.  
**If exact square footage is a concern, the property should be independently measured.**

Buyer and Seller are advised to verify this information. Any independent measurement or investigation should be completed on or before the Inspection Objection Deadline of the contract.

By \_\_\_\_\_  
Listing Licensee Date

The undersigned acknowledge receipt of this disclosure.

\_\_\_\_\_  
Seller Date

\_\_\_\_\_  
Seller Date

\_\_\_\_\_  
Buyer Date

\_\_\_\_\_  
Buyer Date