

- 1e. 35. **Earnest Money** is in the form of: ☐ Check ☐ Wire Transfer ☐ Other: \_\_\_\_\_
36. Upon Contract acceptance, but in no event later than five (5) days or \_\_\_\_\_ days after Contract acceptance, Earnest Money, if
37. any, will be deposited with: ☐ Escrow Company ☐ Other: \_\_\_\_\_
38. Buyer acknowledges that failure to timely deposit Earnest Money, if not cured after a cure notice is delivered pursuant to Section
39. 8a, shall be construed as a material breach enabling Seller to cancel this Contract.
40. **Buyer agrees that, if Buyer breaches this Contract, Earnest Money is subject to forfeiture.**
- 1f. 41. **Terms of Acceptance:** This offer will become a binding Contract when acceptance is signed by Seller and a signed copy
42. delivered in person, by mail, facsimile, or electronically ~~ally~~-mail, and received by Broker named in Section 9p
43. by: \_\_\_\_\_, \_\_\_\_\_ at \_\_\_\_\_ ☐ a.m. / ☐ p.m., Mountain Standard Time.
44. Buyer may withdraw this offer at any time prior to receipt of Seller's signed acceptance. If no signed acceptance is received by this
45. date and time, this offer shall be deemed withdrawn and Buyer's Earnest Money, if any, shall be returned.
- 1g. 46. **Addenda Incorporated:** ☐ Additional Clause ☐ Domestic Water Well ☐ Lead-Based Paint Disclosure
47. ☐ Loan Assumption ☐ On-Site Wastewater Treatment Facility ☐ Schedule of Personal Property ☐ Seller Compensation
48. ☐ Seller Financing ☐ Solar Addendum ☐ Other: \_\_\_\_\_
- 1h. 49. **Escrow:** This Contract shall be used as escrow instructions. The Escrow Company employed by the parties to carry out the terms
50. of this Contract shall be:
51. \_\_\_\_\_
- ESCROW COMPANY CONTACT PERSON
52. \_\_\_\_\_
- ADDRESS CITY STATE ZIP CODE
53. \_\_\_\_\_
- EMAIL PHONE FAX
54. Seller and Buyer instruct Escrow Company to immediately deliver to Seller, Buyer and Broker(s) a critical dates letter and a copy of
55. the Earnest Money receipt.
- 1i. 56. **Close of Escrow:** Seller and Buyer shall comply with all terms and conditions of this Contract and Close Escrow
57. on: \_\_\_\_\_ ("COE Date"). If Escrow Company or recorder's office
58. is closed on the COE Date, COE shall occur on the next day that both are open for business. Any other closing date requires the
59. written mutual agreement of Seller and Buyer.
60. Seller and Buyer hereby agree that the COE shall be defined as recordation of the deed and any other documents required to
61. complete the transaction. The parties expressly agree that the failure of any party to comply with the terms and conditions of this
62. Section to allow COE to occur on the COE Date, if not cured after a cure notice is delivered pursuant to Section 8a, will constitute
63. a material breach of this Contract, rendering the Contract subject to cancellation.
64. \_\_\_\_\_
- 1j. 65. **Possession and Keys:** Possession and occupancy of the Property shall be delivered to Buyer at **COE**,
66. or ☐ \_\_\_\_\_, subject to the rights of tenants under existing leases. Seller shall provide keys and/or
- means to operate all locks, mailboxes, security system/alarms, access to all common area facilities and:
67. \_\_\_\_\_
68. \_\_\_\_\_
69. \_\_\_\_\_
70. \_\_\_\_\_
71. \_\_\_\_\_
72. \_\_\_\_\_
73. \_\_\_\_\_

9g. 413. **Compensation:** Seller and Buyer acknowledge that Broker(s) shall be compensated for services rendered as previously agreed by  
414. separate written agreement(s). Any separate written agreement(s) ~~shall may~~ be delivered to Escrow Company for payment at COE,  
415. if not previously paid, and shall constitute an irrevocable assignment of Seller's proceeds at COE and/or payment shall be collected  
416. from Buyer as a condition to Close, as applicable. **If any Broker is compensated by both Seller and Buyer, the parties hereby**  
417. **consent to Broker receiving compensation from more than one (1) party to the transaction.** If any Broker hires an attorney to  
418. enforce the collection of the brokerage fee payable pursuant to this Contract and is successful in collecting some or all of such  
419. brokerage fee, the party(ies) responsible for paying such brokerage fee agree(s) to pay such Broker's costs including, but not limited  
420. to: reasonable attorneys' fees, expert witness fees, fees paid to investigators, and court costs. BROKER COMPENSATION IS NOT  
421. SET BY LAW, NOR BY ANY BOARD, ASSOCIATION OF REALTORS®, MULTIPLE LISTING SERVICE OR IN ANY MANNER  
422. OTHER THAN AS FULLY NEGOTIATED BETWEEN BROKER AND CLIENT. Seller and Buyer acknowledge that the Broker(s)  
423. referenced herein are third-party beneficiaries of this contract.

424. (SELLER'S INITIALS REQUIRED) \_\_\_\_\_ (BUYER'S INITIALS REQUIRED) \_\_\_\_\_  
SELLER SELLER BUYER BUYER

9h. 425. **Copies and Counterparts:** A fully executed facsimile or electronic copy of the Contract shall be treated as an original Contract.  
426. This Contract and any other documents required by this Contract may be executed by facsimile or other electronic means and  
427. in any number of counterparts, which shall become effective upon delivery as provided for herein, except that the Disclosure of  
428. Information on Lead-Based Paint and Lead-Based Paint Hazards may not be signed in counterpart. All counterparts shall be  
429. deemed to constitute one instrument, and each counterpart shall be deemed an original.

9i. 430. **Days:** All references to days in this Contract shall be construed as calendar days and a day shall begin at 12:00 a.m. and end at  
431. 11:59 p.m.

9j. 432. **Calculating Time Periods:** In computing any time period prescribed or allowed by this Contract, the day of the act or event from  
433. which the time period begins to run is not included and the last day of the time period is included. Contract acceptance occurs on  
434. the date that the signed Contract (and any incorporated counter offer) is delivered to and received by the appropriate Broker. Acts  
435. that must be performed three (3) days prior to the COE Date must be performed three (3) full days prior (i.e. – if the COE Date is  
436. Friday the act must be performed by 11:59 p.m. on Monday).

9k. 437. **Entire Agreement:** This Contract, and any addenda and attachments, shall constitute the entire agreement between Seller and  
438. Buyer, shall supersede any other written or oral agreements between Seller and Buyer and can be modified only by a writing  
439. signed by Seller and Buyer. The failure to initial any page of this Contract shall not affect the validity or terms of this Contract.

9l. 440. **Subsequent Offers:** Buyer acknowledges that Seller has the right to accept subsequent offers until COE. Seller understands that  
441. any subsequent offer accepted by Seller must be a backup offer contingent on the cancellation of this Contract.

9m. 442. **Notice:** Unless otherwise provided, delivery of all notices and documentation required or permitted hereunder shall be in writing  
443. and deemed delivered and received when: (i) ~~hand~~ delivered in person; (ii) sent via facsimile transmission; (iii) sent via electronic  
444. mail, if email addresses are provided herein; or (iv) sent by recognized overnight courier service, and addressed to Buyer as  
445. indicated in Section 9p, to Seller as indicated in Section 10a and to Escrow Company indicated in Section 1h.

9n. 446. **Assignment:** Any assignment of this Contract shall not release Buyer from Buyer's obligations under this Contract unless  
447. otherwise agreed to by the parties in writing.

9o. 448. **Release of Brokers:** Seller and Buyer hereby acknowledge that they have been and are now advised by the Broker(s) to  
449. consult and retain their own experts to advise and represent them concerning the legal and income tax effects of this  
450. contract, and the condition of the Property. Seller and Buyer hereby expressly release, hold harmless and indemnify  
451. all Broker(s) in this transaction from any and all liability and responsibility regarding the condition, square footage/  
452. acreage, lot lines or boundaries, value, financing, rent rolls, income and expense projections or proformas, environmental  
453. conditions, sanitation systems, roof condition, wood infestation and wood infestation report, compliance with building  
454. codes, zoning or other governmental regulations, or any other material matters relating to the Property.

455. (INITIALS REQUIRED) \_\_\_\_\_  
SELLER SELLER BUYER BUYER

456. THIS CONTRACT CONTAINS TWELVE (12) PAGES EXCLUSIVE OF ANY ADDENDA AND ATTACHMENTS. PLEASE ENSURE  
457. THAT YOU HAVE RECEIVED AND READ ALL TWELVE (12) PAGES OF THIS OFFER AS WELL AS ANY ADDENDA AND  
458. ATTACHMENTS.