



50 Earnest Money (notwithstanding any termination of the Contract), Earnest Money Holder shall not be required to take any action.  
51 Earnest Money Holder, at its option and sole discretion, may (1) await any proceeding, (2) interplead all parties and deposit  
52 Earnest Money into a court of competent jurisdiction and shall recover court costs and reasonable attorney and legal fees, or (3)  
53 provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of the Summons and Complaint or Claim  
54 (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one hundred twenty days of Earnest  
55 Money Holder's notice to the parties, Earnest Money Holder shall be authorized to return the Earnest Money to Buyer. In the  
56 event Earnest Money Holder does receive a copy of the Lawsuit, and has not interplead the monies at the time of any Order,  
57 Earnest Money Holder shall disburse the Earnest Money pursuant to the Order of the Court.  
58

59 **10. SUBSEQUENT AMENDMENTS.** Any amendments to, or termination of, these Closing Instructions must be in writing  
60 and signed by Buyer, Seller and Closing Company.

61 **11. CHANGE IN OWNERSHIP OF WATER WELL.** Within sixty days after Closing, Closing Company shall submit any  
62 required Change in Ownership form or registration of existing well form to the Division of Water Resources in the Department  
63 of Natural Resources (Division), with as much information as is available, and the Division shall be responsible for obtaining the  
64 necessary well registration information directly from Buyer. Closing Company shall not be liable for delaying Closing to ensure  
65 Buyer completes any required form.  
66

67 **12. WITHHOLDING.** The Internal Revenue Service and the Colorado Department of Revenue may require Closing  
68 Company to withhold a substantial portion of the proceeds of this sale when Seller either (a) is a foreign person or (b) will not  
69 be a Colorado resident after Closing. Seller should inquire of Seller's tax advisor to determine if withholding applies or if an  
70 exemption exists.  
71

72 **13. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate  
73 Commission.)  
74

75  
76 **14. COUNTERPARTS.** This document may be executed by each party, separately, and when each party has executed a copy,  
77 such copies taken together shall be deemed to be a full and complete contract between the parties.  
78

79 **15. BROKER'S COPIES.** Closing Company shall provide, to each broker in this transaction, copies of all signed documents  
80 that such brokers are required to maintain pursuant to the rules of the Colorado Real Estate Commission.  
81

82 **16. NOTICE, DELIVERY AND CHOICE OF LAW.**

83 **16.1 Physical Delivery.** Except as provided in § 16.2 below, all notices must be in writing. Any notice or document to  
84 Buyer shall be effective when physically received by Buyer, any individual buyer, any representative of Buyer, or Brokerage  
85 Firm of Broker working with Buyer. Any notice or document to Seller shall be effective when physically received by Seller,  
86 any individual seller, any representative of Seller, or Brokerage Firm of Broker working with Seller. Any notice or document  
87 to Closing Company shall be effective when physically received by Closing Company, any individual of Closing Company,  
88 or any representative of Closing Company.

89 **16.2 Electronic Delivery.** As an alternative to physical delivery, any signed documents and written notice may be  
90 delivered in electronic form by the following indicated methods only:  **Facsimile**  **E-mail**  **No Electronic Delivery.**  
91 Documents with original signatures shall be provided upon request of any party.

92 **16.3 Choice of Law.** This contract and all disputes arising hereunder shall be governed by and construed in accordance  
93 with the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in this state for  
94 property located in Colorado.  
95

SELLER \_\_\_\_\_ DATE \_\_\_\_\_

SELLER \_\_\_\_\_ DATE \_\_\_\_\_

BUYER \_\_\_\_\_ DATE \_\_\_\_\_

BUYER \_\_\_\_\_ DATE \_\_\_\_\_

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

97 Closing Company Name: \_\_\_\_\_

98 \_\_\_\_\_

99 Authorized Signature \_\_\_\_\_ Title \_\_\_\_\_

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

101 \_\_\_\_\_

102 Phone No.: \_\_\_\_\_

103 Fax No.: \_\_\_\_\_

104 Email Address: \_\_\_\_\_

105 \_\_\_\_\_

**(TO BE COMPLETED ONLY BY BROKER AND CLOSING COMPANY)**

106 \_\_\_\_\_

107 \_\_\_\_\_

108 \_\_\_\_\_ (Broker)  Working with Seller  Working with Buyer engages

109 Closing Company as Broker's scrivener to complete, for a fee not to exceed \$ \_\_\_\_\_ at the sole expense of Broker,

110 the following legal documents:

111  Deed  Bill of Sale  Colorado Real Estate Commission approved Promissory Note  Colorado Real Estate

112 Commission approved Deed of Trust. Closing Company agrees to prepare, on behalf of Broker, the indicated legal documents

113 pursuant to the terms and conditions of the Contract.

114 \_\_\_\_\_

115 The documents stated above shall be subject to Broker's review and approval and Broker acknowledges that Broker is

116 responsible for the accuracy of the above documents.

117 \_\_\_\_\_

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

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

120 Broker's Name: \_\_\_\_\_

121 \_\_\_\_\_

122 \_\_\_\_\_

123 Broker's Signature \_\_\_\_\_

124 \_\_\_\_\_

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

126 \_\_\_\_\_

127 Closing Company Name: \_\_\_\_\_

128 \_\_\_\_\_

129 \_\_\_\_\_

130 Authorized Signature \_\_\_\_\_ Title \_\_\_\_\_