

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. 1 (BC60-6-22) (Mandatory 1-23) 2 3 THIS IS A BINDING CONTRACT. THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD 4 CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING. 5 6 Compensation charged by brokerage firms is not set by law. Such charges are established by each real estate brokerage firm. 7 DIFFERENT BROKERAGE RELATIONSHIPS ARE AVAILABLE WHICH INCLUDE BUYER AGENCY, SELLER AGENCY, OR TRANSACTION-BROKERAGE. 8 9 EXCLUSIVE RIGHT-TO-BUY LISTING CONTRACT 10 ☐ TRANSACTION-BROKERAGE BUYER AGENCY 11 12 13 Date: February 20, 2024 14 AGREEMENT. Buyer and Brokerage Firm enter into this exclusive, irrevocable contract (Buyer Listing Contract) and agree 15 to its provisions. Broker, on behalf of Brokerage Firm, agrees to provide brokerage services to Buyer. Brokerage Firm will receive 16 compensation as set forth in this Buyer Listing Contract.. 17 2. BROKER AND BROKERAGE FIRM. 18 X19 Multiple-Person Firm. If this box is checked "Broker" (as defined below) is the individual designated by Brokerage 20 Firm to serve as the broker of Buyer and to perform the services for Buyer required by this Buyer Listing Contract. If more than one 21 individual is so designated, then references in this Buyer Listing Contract to Broker includes all persons so designated, including 22 substitute or additional brokers. The brokerage relationship exists only with Broker and does not extend to the employing broker, Brokerage Firm or to any other brokers employed or engaged by Brokerage Firm who are not so designated. 23 24 2.2 One-Person Firm. If this box is checked, Broker (as defined below) is a brokerage firm with only one licensed person. References in this Buyer Listing Contract to Broker or Brokerage Firm mean both the licensed person and brokerage firm, who shall 25 serve as the Broker of Buyer and perform the services for Buyer required by this Buyer Listing Contract. 26 27 3. **DEFINED TERMS.** 28 3.1. Buyer: Douglas County School District RE-1 3.2. **Brokerage Firm:** CBRE, Inc. 29 3.3. Broker: Eric Roth 30 31 **Property.** Property means real estate which substantially meets the following requirements or is acceptable to Buyer: 32 10235 Parkglenn Way, Parker, Colorado 80138 33 34 Purchase; Lease. **3.5.1.** A "Purchase" of Property means the acquisition of any interest in the Property or the creation of the right to 35 acquire any interest in the Property, including a contract or lease by the Buyer, directly or indirectly, or any other person or entity on 36 whose behalf the Buyer acts. It also includes an agreement to acquire any ownership interest in an entity that owns the Property. 37 38 3.5.2. If this box is checked, Buyer authorizes Broker to negotiate a lease of the Property. Lease of Property or Lease means any agreement between landlord and the Buyer to create a tenancy or leasehold interest in the Property. 39 Listing Period. The Listing Period of this Buyer Listing Contract begins on 2/20/2024, and continues through the 40 earlier of (1) completion of the Purchase of Property or Lease of Property or (2) 8/20/2024 , and any written extensions 41 (Listing Period). Broker will continue to assist in the completion of any Purchase or Lease for which compensation is payable to 42 43 Brokerage Firm under § 7 of this Buyer Listing Contract. Applicability of Terms. A check or similar mark in a box means that such provision is applicable. The abbreviation 44 45 "N/A" or the word "Deleted" means not applicable. The abbreviation "MEC" (mutual execution of this contract) means the date upon 46 which both parties have signed this Buyer Listing Contract. Day; Computation of Period of Days, Deadline. 47 3.8.1. Day. As used in this Buyer Listing Contract, the term "day" means the entire day ending at 11:59 p.m., United 48

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States Mountain Time (Standard or Daylight Savings as applicable).

- 3.8.2. Computation of Period of Days, Deadline. In computing a period of days, when the ending date is not specified, (e.g., three days after MEC), the first day is excluded and the last day is included. If any deadline falls on a Saturday,
- Sunday or federal or Colorado state holiday (Holiday), such deadline Will Will Not be extended to the next day that is not a
- 53 Saturday, Sunday or Holiday. Should neither box be checked, the deadline will not be extended.

4. BROKERAGE RELATIONSHIP.

- **4.1.** If the Buyer Agency box at the top of page 1 is checked, Broker represents Buyer as Buyer's limited agent (Buyer's Agent). If the Transaction-Brokerage box at the top of page 1 is checked, Broker acts as a Transaction-Broker.
- **4.2.** In-Company Transaction Different Brokers. When the seller and Buyer in a transaction are working with different brokers within the Brokerage Firm, those brokers continue to conduct themselves consistent with the brokerage relationships they have established. Buyer acknowledges that Brokerage Firm is allowed to offer and pay compensation to brokers within Brokerage Firm working with a seller.
- **4.3. In-Company Transaction One Broker.** If the seller and Buyer are both working with the same Broker, Broker will function as:
- **4.3.1. Buyer's Agent.** If the Buyer Agency box at the top of page 1 is checked, the parties agree the following applies:
- **4.3.1.1. Buyer Agency Unless Brokerage Relationship with Both.** Broker represents Buyer as Buyer's Agent and must treat the seller as a customer. A customer is a party to a transaction with whom Broker has no brokerage relationship. Broker must disclose to such customer the Broker's relationship with Buyer. However, if Broker delivers to Buyer a written Change of Status that Broker has a brokerage relationship with the seller then Broker is working with both Buyer and seller as a Transaction Broker. If the box in § 4.3.1.2 (Buyer Agency Only) is checked, § 4.3.1.2 (Buyer Agency Only) applies instead.
- 4.3.1.2. Buyer Agency Only. If this box is checked, Broker represents Buyer as Buyer's Agent and must treat the seller as a customer.
- **4.3.2. Transaction-Broker.** If the Transaction-Brokerage box at the top of page 1 is checked, or in the event neither box is checked, Broker must work with Buyer as a Transaction-Broker. A Transaction-Broker must perform the duties described in § 5 and facilitate purchase transactions without being an advocate or agent for either party. If the seller and Buyer are working with the same Broker, Broker must continue to function as a Transaction-Broker.
- 5. **BROKERAGE DUTIES.** Broker, acting on behalf of Brokerage Firm, as either a Transaction-Broker or a Buyer's Agent. must perform the following **Uniform Duties** when working with Buyer:
 - **5.1.** Broker must exercise reasonable skill and care for Buyer, including, but not limited to the following:
 - **5.1.1.** Performing the terms of any written or oral agreement with Buyer;
- **5.1.2.** Presenting all offers to and from Buyer in a timely manner regardless of whether Buyer is already a party to a contract for the Purchase or Lease of Property;
 - **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 or lease 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 detriment of Buyer.
- **5.4.** Broker may show properties in which Buyer is interested to other prospective buyers without breaching any duty or obligation to Buyer. Broker is not prohibited from showing competing buyers the same property and from assisting competing buyers in attempting to purchase a particular property.
- **5.5.** Broker is not obligated to seek other properties while Buyer is already a party to a contract for the Purchase or Lease of Property.
- **5.6.** Broker has no duty to conduct an independent inspection of the Property for the benefit of Buyer and has no duty to independently verify the accuracy or completeness of statements made by a seller or independent inspectors. Broker has no duty to conduct an independent investigation of Buyer's financial condition or to verify the accuracy or completeness of any statement made by Buyer.
- **5.7.** Broker must disclose to any prospective seller all adverse material facts actually known by Broker, including but not limited to adverse material facts concerning Buyer's financial ability to perform the terms of the transaction and whether Buyer intends to occupy the Property as a principal residence.

108 5.8. Buyer understands that Buyer is not liable for Broker's acts or omissions that have not been approved, directed or 109 ratified by Buyer. ADDITIONAL DUTIES OF BUYER'S AGENT. If the Buyer Agency box at the top of page 1 is checked, Broker is Buyer's 110 111 Agent, with the following additional duties: Promoting the interests of Buyer with the utmost good faith, loyalty and fidelity; 112 6.1. Seeking a price and terms that are acceptable to Buyer; and 113 6.2. Counseling Buyer as to any material benefits or risks of a transaction that are actually known by Broker. 114 6.3. COMPENSATION TO BROKERAGE FIRM. In consideration of the services to be performed by Broker, Brokerage Firm 115 will be paid as set forth in this section, with no discount or allowance for any efforts made by Buyer or by any other person. Unless 116 otherwise agreed to in writing, Brokerage Firm is entitled to receive additional compensation, bonuses, and incentives paid by listing 117 brokerage firm or seller. Broker will inform Buyer of any such additional amount to be paid to Brokerage Firm and, if there is a 118 written agreement, Broker will supply a copy to Buyer, upon written request of Buyer. 119 Brokerage Firm's Fee - Purchase. 120 **Check Compensation Arrangement:** 121 冈 122 7.1.1. Success Fee. Brokerage Firm will be paid as follows: 7.1.1.1. Amount. A fee equal to Two (2) % of the purchase price, but not less than \$NA, 123 except as provided in § 7.1.1.2. 124 7.1.1.2. Adjusted Amount. See §21 (Additional Provisions) or Other NA 125 7.1.1.3. When Earned; When Payable - Purchase. The Success Fee is earned by Brokerage Firm upon 126 the Purchase of Property and is payable upon closing of the transaction. If any transaction fails to close as a result of the seller's 127 default, with no fault on the part of Buyer, the Success Fee will be waived. If any transaction fails to close as a result of Buyer's 128 default, in whole or in part, the Success Fee will not be waived; such fee is payable upon Buyer's default, but not later than the date 129 130 that the closing of the transaction was to have occurred. **Hourly Fee.** Brokerage Firm will be paid \$NA per hour for time spent by Broker pursuant to this Buyer 131 Listing Contract, up to a maximum total fee of \$NA. This hourly fee is payable to Brokerage Firm upon receipt of an invoice 132 from Brokerage Firm. 133 7.1.3. **Retainer Fee.** Buyer will pay Brokerage Firm a nonrefundable retainer fee of \$NA due and payable 134 upon signing of this Buyer Listing Contract. This amount \square Will \square Will Not be credited against other fees payable to Brokerage 135 Firm under this section 136 7.1.4. 137 Other Compensation. NA Brokerage Firm's Fee - Lease. If the box in § 3.5.2. is checked, Brokerage Firm will be paid a fee as follows, less 138 any amounts paid by the listing brokerage firm or landlord: 139 Amount. \$_ per square foot per_____, or____, except as provided in § 7.2.2. 7.2.1. 140 Adjusted Amount. See §21 (Additional Provisions) or Other . 141 7.2.2. 142 7.2.3. When Earned; When Payable - Lease. This Lease fee is earned upon the mutual execution of the Lease. 143 One-half of this Lease fee is payable upon mutual execution of the Lease and one-half upon possession of the premises by tenant or 144 . If the Lease, executed after the date of this as follows: 145 Buyer Listing Contract, contains an option to extend or renew, or if Buyer expands into additional space within the building or 146 complex where the Property is located, Broker Firm - Will - Will Not be paid a fee upon exercise of such extension or renewal 147 option or expansion. If Brokerage Firm is to be paid a fee for such extension, renewal or expansion, the amount of such fee and its 148 payment are as follows: 149 Who Will Pay Brokerage Firm's Success Fee. 150 7.3 151 Listing Brokerage Firm or Seller May Pay. Buyer IS Obligated to Pay. Broker is authorized and instructed to request payment of Brokerage Firm's Success Fee from the listing brokerage firm or seller. Buyer is obligated to pay 152 153 any portion of Brokerage Firm's Success Fee which is not paid by the listing brokerage firm or seller. Buyer Will Pay. Buyer is obligated to pay Brokerage Firm's Success Fee. Brokerage Firm is NOT entitled 154 to receive additional compensation, bonuses or incentives from listing brokerage firm, seller or any other source. 155 X Listing Brokerage Firm or Seller May Pay. Buyer is NOT Obligated to Pay. Broker is authorized to 156 7.3.3. 157 obtain payment of Brokerage Firm's Success Fee from the listing brokerage firm or seller. Provided Buyer has fulfilled Buyer's obligations in this Buyer Listing Contract, Buyer is not obligated to pay Brokerage Firm's Success Fee. 158 If no box is checked above, then § 7.3.3. (Buyer is NOT Obligated to Pay) will apply. 159

160 161 162 163	7.4. Holdover Period. Brokerage Firm's Success Fee applies to Property contracted for (or leased if § 3.5.2. is checked) during the Listing Period of this Buyer Listing Contract or any extensions and also applies to Property contracted for or leased within go calendar days after the Listing Period expires (Holdover Period) (1) if the Property is one on which Broker negotiated and (2) if Broker submitted its address or other description in writing to Buyer during the Listing Period, (Submitted Property). However,	
164	Buyer Will Will Not owe the Brokerage Firm's Success Fee under §§ 7.1., 7.2., 7.3.1. and 7.3.2. as indicated, if a commission	
	is earned by another brokerage firm acting pursuant to an exclusive agreement with Buyer entered into during the Holdover Period,	
165	and a Purchase or Lease of the Submitted Property is consummated. If no box is checked in this § 7.4., then Buyer does not owe the	
166 167	Brokerage Firm's Success Fee to Brokerage Firm.	
107	Dioketage 1 iiii 8 Success I ee to Dioketage I iiiii.	
168	8. LIMITATION ON THIRD-PARTY COMPENSATION. Neither Broker nor the Brokerage Firm, except as set forth in §	
169	7, will accept compensation from any other person or entity in connection with the Property without the written consent of Buyer.	
170	Additionally, neither Broker nor Brokerage Firm is permitted to assess or receive mark-ups or other compensation for services	
171	performed by any third party or affiliated business entity unless Buyer signs a separate written consent for such services.	
172	9. BUYER'S OBLIGATIONS TO BROKER. Buyer agrees to conduct all negotiations for the Property only through Broker,	
173	and to refer to Broker all communications received in any form from brokers, prospective sellers, or any other source during the Term	
174	of this Buyer Listing Contract. Buyer represents that Buyer 🔲 Is 🔯 Is Not currently a party to any agreement with any other	
175	broker to represent or assist Buyer in the location or Purchase or Lease of Property. Buyer further represents that Buyer L Has	
176	Has Not received a list of any "Submitted Property" pursuant to a previous listing agreement to purchase or lease Property with any	
177	other broker.	
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178	10. DEFAULT; RIGHT TO CANCEL. If any obligation is not performed timely as provided in the Contract, the non-defaulting	
179 180	party has the following remedies: 10.1. If Broker is in Default. In the event the Broker fails to substantially perform under this Buyer Listing Contract, Buyer	
181	has the right to cancel this Buyer Listing Contract, including all rights of Brokerage Firm to damages. Any rights of Buyer that	
182	accrued prior to cancellation will survive such cancellation.	
183	10.2. If Buyer is in Default. In the event the Buyer fails to substantially perform under this Buyer Listing Contract including	
184	Buyer's failure to reasonably cooperate with Broker. Brokerage Firm may cancel this Buyer Listing Contract upon written notice to	
185	Buyer. Any rights of Brokerage Firm that accrued prior to cancellation will survive such cancellation to include Brokerage Firm's	
186	damages. Such damages may include, but are not limited to, the Broker's out-of-pocket costs or the amount of a commission Broker	
187	would have earned under § 7.	
188	11. COST OF SERVICES OR PRODUCTS OBTAINED FROM OUTSIDE SOURCES. Broker will not obtain or order	
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190 191	tests, title reports, engineering studies, property inspections). Neither Broker nor Brokerage Firm is obligated to advance funds for Buyer. Buyer must reimburse Brokerage Firm for payments made by Brokerage Firm for such products or services authorized by	
192	Buyer.	
1/2	Buyer.	
193	12. BROKERAGE SERVICES; SHOWING PROPERTIES.	
194	12.1. Brokerage Services. The following additional tasks will be performed by Broker: As deemed appropriate by both	
195	parties	
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197	12.2. Showing Properties. Buyer acknowledges that Broker has explained the possible methods used by listing brokers and	
198	sellers to show properties, and the limitations (if any) on Buyer and Broker being able to access properties due to such methods.	
199	Broker's limitations on accessing properties are as follows: <u>TBD</u> . Broker, through Brokerage Firm, has access to the following	
200	multiple listing services and property information services: NA	
201	13. DISCLOSURE OF BUYER'S IDENTITY. Broker Does Does Not have Buyer's permission to disclose Buyer's	
202	identity to third parties without prior written consent of Buyer.	
202	racinally to third parties without prior written consent of Bayer.	
203	14. DISCLOSURE OF SETTLEMENT SERVICE COSTS. Buyer acknowledges that costs, quality, and extent of service vary	
204	between different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).	
205	15. WIRE AND OTHER FRAUDS. Wire and other frauds occur in real estate transactions. Any time Buyer is supplying	
206	confidential information such as social security numbers or bank account numbers, Buyer should provide the information in person	
207	or in another secure manner	

- 208 16. REMOVAL OF MARKETING MATERIAL. Buyer acknowledges that marketing material used by the seller and the
- seller's broker (e.g.: videos, photos, etc.) may be difficult, if not impossible, to remove from syndicators and the Internet and releases
- 210 Broker from liability for Broker's inability to remove the information.
- 211 17. NONDISCRIMINATION. Buyer understands and agrees that the Broker may not violate federal, state, or local fair housing
- 212 laws.
- 213 18. RECOMMENDATION OF LEGAL AND TAX COUNSEL. By signing this document, Buyer acknowledges that Broker
- has advised that this document has important legal consequences and has recommended consultation with legal and tax or other
- 215 counsel, before signing this Buyer Listing Contract.
- 19. MEDIATION. If a dispute arises relating to this Buyer Listing Contract, prior to or after closing, and is not resolved, the
- parties must first proceed in good faith to submit the matter to mediation. Mediation is a process in which the parties meet with an
- impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The
- parties to the dispute must agree, in writing, before any settlement is binding. The parties will jointly appoint an acceptable mediator
- and will share equally in the cost of such mediation. The mediation, unless otherwise agreed, will terminate in the event the entire
- dispute is not resolved within 30 calendar days of the date written notice requesting mediation is delivered by one party to the other
- at the other party's last known address.
- 223 **20.** ATTORNEY FEES. In the event of arbitration or litigation relating to this Buyer Listing Contract, the arbitrator or court
- must award to the prevailing party all reasonable costs and expenses, including attorney and legal fees.
- 225 21. ADDITIONAL PROVISIONS. (The following additional provisions have not been approved by the Colorado Real Estate
- 226 Commission.) NA
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- 228 **22. ATTACHMENTS.** The following are a part of this Buyer Listing Contract: *Definitions of Working Relationships*.
- 230 23. NO OTHER PARTY OR INTENDED BENEFICIARIES. Nothing in this Buyer Listing Contract is deemed to inure to the benefit of any person other than Buyer, Broker, and Brokerage Firm.
- 233 24. NOTICE, DELIVERY AND CHOICE OF LAW.
- 234 **24.1. Physical Delivery and Notice.** Any document or notice to Brokerage Firm or Buyer must be in writing, except as provided in § 24.2. and is effective when physically received by such party, any individual named in this Buyer Listing Contract to receive documents or notices for such party.
 - **24.2. Electronic Notice.** As an alternative to physical delivery, any notice may be delivered in electronic form to Brokerage Firm or Buyer, or any individual named in the Buyer Listing Contract to receive documents or notices for such party at the electronic address of the recipient by facsimile, email or **NA**.
 - **24.3.** Electronic Delivery. Electronic Delivery of documents and notice may be delivered by: (1) email at the email address of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the documents, or (3) facsimile at the facsimile number (Fax No.) of the recipient.
 - **24.4.** 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 Colorado for real property located in Colorado.
- 25. 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.
- 248 **26. COUNTERPARTS.** This Buyer Listing Contract may be executed by each of the parties, separately, and when so executed by all parties, such copies taken together are deemed to be a full and complete contract between the parties.
- 250 **27. 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.
- 252 **28. COPY OF CONTRACT.** Buyer acknowledges receipt of a copy of this Buyer Listing Contract signed by Broker, including all attachments.
- 254 **29. MEGAN'S LAW**. If the presence of a registered sex offender is a matter of concern to Buyer, Buyer understands that Buyer must contact local law enforcement officials regarding obtaining such information.

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

Signing Name:	Broker's Name: <u>Eric Roth</u>	
Buyer's Signature D	Pate Salana Broker's Signature Date	
Street Address: 620 Wilcos Street	Brokerage Firm Street Address: 1225 17th Street, Suite 3200	
City, State, Zip: Castle Rock, CO 80104	Brokerage Firm City, State, Zip: Denver, Colorado 80202	
Phone No.: 303-387-0100	Broker Phone No.: 720-528-6322	
Email Address	Broker Email Address: eric.roth@chre.com	



The printed portions of this form, except *Differentiated additions*, have been approved by the Colorado Real Estate Commission (DDS25-5-09) (Mandatory 7-09)

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

DEFINITIONS OF WORKING RELATIONSHIPS

For purposes of this document, seller also means "landlord" (which includes sublandlord) and buyer also means "tenant" (which includes subtenant.)

Seller's Agent: A seller's agent (or listing agent) works solely on behalf of the seller to promote the interests of the seller with the utmost good faith, loyalty and fidelity. The agent negotiates on behalf of and acts as an advocate for the seller. The seller's agent must disclose to potential buyers all adverse material facts actually known by the seller's agent about the property. A separate written listing agreement is required which sets forth the duties and obligations of the broker and the seller.

Buyer's Agent: A buyer's agent works solely on behalf of the buyer to promote the interests of the buyer with the utmost good faith, loyalty and fidelity. The agent negotiates on behalf of and acts as an advocate for the buyer. The buyer's agent must disclose to potential sellers all adverse material facts actually known by the buyer's agent including the buyer's financial ability to perform the terms of the transaction and, if a residential property, whether the buyer intends to occupy the property. A separate written buyer agency agreement is required which sets forth the duties and obligations of the broker and the buyer.

Transaction-Broker: A transaction-broker assists the buyer or seller or both throughout a real estate transaction by performing terms of any written or oral agreement, fully informing the parties, presenting all offers and assisting the parties with any contracts, including the closing of the transaction without being an agent or advocate for any of the parties. A transaction-broker must use reasonable skill and care in the performance of any oral or written agreement, and must make the same disclosures as agents about all adverse material facts actually known by the transaction-broker concerning a property or a buyer's financial ability to perform the terms of a transaction and, if a residential property, whether the buyer intends to occupy the property. No written agreement is required.

Customer: A customer is a party to a real estate transaction with whom the broker has no brokerage relationship because such party has not engaged or employed the broker, either as the party's agent or as the party's transaction-broker.

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