

CUSTOMER AGREEMENT

This Customer Agreement (“Agreement”), dated this ____ day of _____, 2006, is by and between _____ and _____ (“Customer”).

EXPLANATORY STATEMENT

A. Customer is currently the owner of the following described real property: _____

_____ (the “Property”) also known and numbered _____

B. The Property is currently the subject of _____ County Foreclosure No. _____ with a scheduled sale date of _____, _____ (the “Foreclosure”).

C. Customer desires to sell the Property to _____, an “Equity Purchaser”, and thereby recover some of the equity in the Property, and _____ is willing to purchase the Property from Customer, all pursuant to the terms set forth herein.

AGREEMENTS

NOW, THEREFORE, for good and valuable consideration, Customer and _____ agree as follows:

1. Upon execution of this Agreement, **Customer shall have until 12:00 midnight of the third business day following the day on which this contract was signed to cancel at no penalty to the seller. After that date has expired it is agreed that the Customer will convey title to the Property to _____, via _____ deed, and _____ shall purchase the property from Customer in accordance with the following schedule:**

Total Due	\$	Due Date/Time	Date Received
First Payment	\$		
Second Payment	\$		
Property Vacated By			

2. Notwithstanding any provision herein to the contrary, Customer acknowledges and agrees that the second and/or final installment payments due by _____ as referenced in paragraph 1 are contingent upon there being no delinquent taxes, or other liens or encumbrances not referenced in the title work attached to this Agreement as Exhibit A and that such installments are additionally contingent upon Customer vacating the Property in a timely manner as required by this Agreement. Customer further represents that there has been no work performed or materials installed at the Property that may result in a mechanic’s lien being recorded against the Property. Should there be any delinquent taxes, mechanic’s liens or other liens or encumbrances against the Property, any remaining monies due to Customer will be reduced by the amount necessary to discharge such taxes, liens or encumbrances. Additionally, _____ shall be entitled to offset any remaining monies due to Customer by damages incurred by Customer’s failure to vacate the Property as required by this Agreement. Receipts will be provided to Customer for accurate accounting purposes.

3. Customer agrees to vacate the Property on or before the date set forth in paragraph 1. Until such date, _____ leases the Property to Customer and Customer shall maintain the Property in clean, orderly and sanitary condition. Should Customer fail to timely vacate the Property, Customer hereby waives any and all defenses that may be available under Colorado Forcible Entry and Detainer statutes to the fullest extent

permitted by law. Customer shall permit Landlord to have access to the Property at all reasonable times, and without notice, for the purpose of inspection to ascertain compliance with this Agreement. In the event that Customer does not vacate the Property as required by this Agreement, Customer shall be liable to _____ in the amount of \$500 per day for each day that Customer maintains possession of the Property beyond the date that Customer is required to vacate. This monetary per-day obligation shall be in addition to all other remedies available to _____ under this Agreement and under applicable law. There shall be no assignment or subletting. Additionally, _____ shall not be liable for any damage or loss to person or property suffered by Customer or Customer's family, guests, employees, or visitors, caused by any person, or resulting from any other cause or condition, unless such injury or damage is directly attributable to Landlord's intentional malfeasance. All personal property kept on the Property is kept at the risk of Customer.

4. Customer acknowledges and agrees that _____, as owner of the Property, shall have the right in the foreclosure to cure or redeem; however, _____ shall have no obligation to do so. Furthermore, under no circumstances shall _____ be responsible for any deficiency which may result from the foreclosure, and Customer hereby agrees to indemnify and hold _____ harmless from and against any and all claims in any way relating to the Foreclosure, or any deficiency arising therefrom.

5. It is understood and agreed that all overbids or refunds relating to the Property, including without limitation, refunds relating to utilities or taxes, shall be payable to, and the property of, _____. Customer therefore agrees to execute a limited power of attorney in the form attached hereto as Exhibit B so that _____ may obtain any and all such refunds. In the event that Customer receives a refund covered by this paragraph on or after the date of execution of this Agreement, Customer agrees to endorse and deliver such payment to _____ upon receipt.

6. _____ recommends that Customer seek the advice of an attorney concerning the terms set forth in this Agreement and the exhibits hereto. The Agreement is *not* an agreement to provide financing to Customer. Further, nothing set forth in this Agreement grants Customer any right to repurchase the Property. By this Agreement, the only right granted to Customer with respect to the Property is the right to possess the Property as set forth above. In the event that the Property is resold in the future by _____, Customer has no rights to any profits that may be derived therefrom.

7. In exchange for _____ purchase of the Property, Customer, for themselves, and their heirs, successors, agents and assigns, do hereby release, remise, indemnify and absolve _____, and its respective officers, directors, shareholders, employees, attorneys, agents, representatives, successors and assigns from and against any and all claims, actions, causes of action, contracts, promises, demands, representations, judgments, or the like, of any nature whatsoever, including without limitation reasonable attorneys' fees and costs that may arise in any way relating to the Property, the Foreclosure, or the rights sought to be created pursuant to the terms of this Agreement.

8. Although this Agreement may be assigned by _____, this Agreement, or any of the rights hereunder, may not be assigned by Customer without the prior written consent of _____.

9. Except as expressly set forth in this Agreement, the parties have not made and make no representations, warranties, statements, promises, or agreements to or with each other. The parties have had the opportunity to be represented by legal counsel in the negotiation, execution and delivery of this Agreement and, therefore, this Agreement shall not be construed against the drafting party.

10. Notwithstanding any provision herein to the contrary, any claim, action or proceeding taken by _____ to obtain possession of the Property, whether the action be in the form of a receivership, forcible entry and detainer, or otherwise, such claim, action, or proceeding, shall not be subject to arbitration. Furthermore, to the fullest extent permitted by applicable law, Customer hereby waives and releases any defenses or counterclaims Customer may otherwise raise in such claim, action or proceeding, including those relating to the transaction memorialized by this Agreement.

11. This Agreement may be signed in counterpart, with each signed counterpart being an original, binding the party signing such counterpart. All signatures may be forwarded to the parties by facsimile, and all such signatures are hereby agreed by the parties to be genuine and binding as an original signature; however, any party shall submit a signed original counterpart of this Agreement to _____.

**12. UNTIL YOUR RIGHT TO CANCEL THIS CONTRACT HAS ENDED,

OR ANYONE WORKING FOR

CANNOT ASK YOU TO SIGN OR HAVE
YOU SIGN ANY DEED OR ANY OTHER DOCUMENT.**

**13. YOU MAY CANCEL THIS CONTRACT FOR THE SALE OF
YOUR HOUSE WITHOUT ANY PENALTY OR OBLIGATION AT ANY TIME
BEFORE _____. SEE THE ATTACHED NOTICE OF
CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.**

DATED AND EFFECTIVE the day and year first set forth above written.

CUSTOMER

By _____
As _____

