

UNIT RESERVATION AGREEMENT

Wildfire Homes, LLC

1789 Wildfire Rd.

Estes Park CO 80517

Potential Purchaser(s):

Unit Type: _____

- Condos- Work Force Housing- 1, 2 or 3 Bedroom, or any
- Townhome- Corner or interior unit
- Single Family home- ¼ acre or ½ acre, or any

Deposit (Payable to RE/MAX Mountain Brokers):

\$ _____

- Condo \$1,000
- Townhome \$1,500
- Single Family Home \$2,000

Financing Availability and Source (check one)

Conventional Financing

Financial Institution: _____

Pre-Qualification Amount: _____

Cash Financing

Cash Purchase Amount: _____

Summary: This is an Agreement between Potential Purchaser(s) and Wildfire Homes, LLC, acting through its authorized agent. This Agreement results in Potential Purchaser(s) depositing a fully refundable amount held by Escrow Agent. Once Purchaser makes the Deposit, Purchaser shall be included on a list to receive notification of an available Unit. Upon notification, Purchaser has two (2) days to decide whether or not to purchase, and thereafter, three (3) days to sign a Contract to Buy and Sell Real Estate ("Contract").

In consideration for the reservation of the above referenced unit, which is defined as a condo, townhome or single family home ("Unit") within Wildfire Subdivision ("Project") developed by Wildfire Homes, LLC, a Colorado limited liability company ("Seller"), acknowledges receipt from the above referenced potential purchaser(s) ("Purchaser") of the deposit referenced above ("Deposit") and agrees to reserve a Unit for Purchaser in the Project, subject to the terms and conditions set forth herein.

1. The Deposit is fully refundable (without interest) at any time at the written request of Purchaser to Seller at Seller's address below, or in the event Seller, in its sole and absolute discretion, elects not to proceed with the development of the Project.
2. The Deposit will be held in escrow by *RE/MAX Mountain Brokers*, or Seller's selected replacement ("Escrow Agent"), and, if not sooner refunded, will be transferred to the Title Company as part of Purchaser's earnest money upon execution of a Contract.
3. Purchaser understands and agrees that the Deposit will not bear interest.
4. Seller shall then provide a Unit Availability Notice ("Notice") to Purchasers of the particular Unit.
5. The Notice will be based upon the order in which Seller received Unit Reservation Agreements and accompanying Deposits for that particular Unit from all Purchasers.
6. Seller makes no representations that a particular Unit will be available for purchase prior to any other Unit in the Project or that a sufficient number of Units in the Project will be available for all Purchaser's executing this Unit Reservation Agreement.
7. Upon receipt of a Notice, Purchaser shall have two (2) days ("Selection Period") from the date that Seller sends the Notice to Purchaser by mail or email to deliver in writing an "Election Acceptance Notice" ("Acceptance").
8. The Purchaser shall forward the Acceptance, via certified mail to the Seller's address for Notices listed below or email, whichever the case may be, accepting the Unit for purchase.
9. The Acceptance sent by Purchaser to Seller shall notify Seller that Purchaser (a) elects to proceed with the purchase of a Unit, and (b) selects one of the Units then-available for construction of that type of Unit.
10. In the event Purchaser elects not to proceed with the purchase of a Unit or does not deliver a completed Acceptance to Seller within the Selection Period, then Seller will continue to retain the Unit Reservation Agreement and Deposit.
11. If Purchaser does not elect to proceed with the purchase after Seller sends Notice as described in paragraph 4., above, the Purchaser's deposit shall be held in escrow and Purchaser will remain on the list of other Purchasers.
12. In the event that Purchaser delivers a completed Acceptance to Seller within the Selection Period, within three (3) days thereafter, Purchaser shall deliver a Contract to Seller's Agent at the Seller's Address for Notices contained in this Agreement.
13. In the event that Purchaser elects not to execute the Contract, or the parties cannot agree to the terms and conditions of the Contract, as may be extended by mutual written agreement of the parties, then Purchaser's Election Notice will be deemed withdrawn.
14. In the event Purchaser elects not to execute the Contract, Seller will continue to retain this Unit Reservation Agreement and the accompanying Deposit and Purchaser will remain on the list of Purchasers for the Unit.
15. The Unit referenced in the Notice or Acceptance that Seller delivered to Purchaser and Purchaser failed to execute, may thereafter be sold by Seller to any third party on terms and conditions acceptable to Seller.
16. Purchaser understands and agrees that the plat, purchase price, covenants, exact lot size, design, floorplan, square footage, dimensions, Home Owner Association ("HOA") rules or regulations and disclosure documents made available or provided to Purchaser prior to a Notice are based on preliminary plans and are all subject to revision and change.

17. Neither Purchaser nor Seller will be obligated to proceed with the purchase and sale of a Unit, except according to the terms of a mutually executed written Contract.
18. Upon return of the Deposit to Purchaser, Purchaser and Seller shall be released from any and all liability hereunder, and in connection with a Unit, with no further obligation of any nature whatsoever.
19. Purchaser shall not be permitted to assign or otherwise transfer all or any part of Purchaser's rights under this Unit Reservation Agreement, without Seller's prior written consent, given in Seller's sole discretion.
20. This Unit Reservation Agreement does not constitute an offer by Seller to sell a Unit, is not a solicitation of an offer to buy a Unit, is not a purchase and sale agreement, and is not binding on either party to purchase or sell a Unit, as applicable; rather this Unit Reservation Agreement serves as a reservation right or place holder for Purchaser's inclusion on a list of Purchasers interested in purchasing a particular Unit within the Project.

Purchaser has executed this Unit Reservation Agreement as of the date set forth below.

PURCHASER(S):

Signature:

Printed Name:

Date:

Email:

Phone Number:

I (purchaser(s)) acknowledge that I (we) have established a working relationship

with _____ my (our) broker. I (we) have retained the broker as my(our) buyer's agent or as my (our) transaction broker and I (we) hereby authorize and direct all future communications between me (us) as purchaser(s) and WILDIRE HOMES, LLC, acting individually or through its broker shall be addressed through my broker.

IF MORE THAN ONE PURCHASER:

Purchaser has executed this Unit Reservation Agreement as of the date set forth below.

Signature:

Printed Name:

Notice Address:

Email:

Phone Number:

SELLER'S ADDRESS FOR NOTICES:

RE/MAX Mountain Brokers
Attention: Gene Whannel
1200 Graves Avenue
Estes Park, CO 80517
whannelgene@gmail.com

RECEIPT OF RESERVATION DEPOSIT:

Receipt of these instructions and the Deposit described herein, is acknowledged and accepted this _____ day of _____, 20 ____, by:

AGENT:

By:

Name and Title: Gene Whannel – Broker _____