

THIS IS A BINDING CONTRACT. THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

Compensation charged by real estate brokerage firms is not set by law. Such charges are established by each real estate brokerage firm.

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

EXCLUSIVE RIGHT-TO-LEASE LISTING CONTRACT

LANDLORD AGENCY **TRANSACTION-BROKERAGE**

Date: _____

1. AGREEMENT. Landlord and Brokerage Firm enter into this exclusive, irrevocable contract (Landlord Listing Contract) as of the date set forth above.

2. BROKER AND BROKERAGE FIRM.

2.1. Multiple-Person Firm. If this box is checked, the individual designated by Brokerage Firm to serve as the broker of Landlord and to perform the services for Landlord required by this Landlord Listing Contract is called Broker. If more than one individual is so designated, then references in this Landlord Listing Contract to Broker shall include all persons so designated, including 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.

2.2. One-Person Firm. If this box is checked, Broker is a real estate brokerage firm with only one licensed natural person. References in this Landlord Listing Contract to Broker or Brokerage Firm mean both the licensed natural person and brokerage firm who shall serve as the broker of Landlord and perform the services for Landlord required by this Landlord Listing Contract.

3. DEFINED TERMS.

3.1. Landlord: _____

3.2. Brokerage Firm: _____

3.3. Broker: _____

3.4. Premises. The Premises is the following legally described real estate in the County of _____, Colorado,

known as No. _____
Street Address City State Zip

together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto, and all interest of owner of the Premises (Owner) in vacated streets and alleys adjacent thereto, if applicable, except as herein excluded.

3.5. Lease.

3.5.1. Lease of the Premises or Lease means any lease of an interest in the Premises.

3.5.2. If this box is checked, Landlord, who represents to Broker that Landlord has the right and authority from Owner, authorizes Broker to negotiate the sale of the Premises. Sale of the Premises or Sale means the voluntary transfer or exchange of any interest in the Premises or the voluntary creation of the right to acquire any interest in the Premises. It also includes an agreement to transfer any ownership interest in an entity which owns the Premises.

3.6. Listing Period. The Listing Period of this Landlord Listing Contract shall begin on _____, and shall continue through the earlier of (1) completion of the Lease of the Premises or (2) _____. Broker shall continue to assist in the completion of any transaction for which compensation is payable to Brokerage Firm under § 7 of this Landlord Listing Contract.

3.7. Applicability of Terms. A check or similar mark in a box means that such provision is applicable. The abbreviation "N/A" or the word "Delete" means not applicable. The abbreviation "MEC" (mutual execution of this contract) means the latest date upon which both parties have signed this Landlord Listing Contract. For purposes of this agreement, Landlord includes sublandlord and tenant includes subtenant.

3.8. Day; Computation of Period of Days, Deadline.

3.8.1. Day. As used in this Landlord Listing Contract, the term "day" shall mean the entire day ending at 11:59 p.m., United 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, the first day is excluded and the last day is included, e.g., three days after MEC. If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such deadline **Shall** **Shall Not** be extended to the next day not a Saturday, Sunday or Holiday. Should neither box be checked, the deadline shall not be extended.

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4. BROKERAGE RELATIONSHIP.

4.1. If the Landlord Agency box at the top of page 1 is checked, Broker shall represent Landlord as a Landlord's limited agent (Landlord's Agent). If the Transaction-Brokerage box at the top of page 1 is checked, Broker shall act as a Transaction-Broker.

4.2. In-Company Transaction – Different Brokers. When Landlord and tenant in a transaction are working with different brokers, those brokers continue to conduct themselves consistent with the brokerage relationships they have established. Landlord acknowledges that Brokerage Firm is allowed to offer and pay compensation to brokers within Brokerage Firm working with a tenant.

4.3. In-Company Transaction – One Broker. If Landlord and tenant are both working with the same broker, Broker shall function as:

4.3.1. Landlord's Agent. If the Landlord Agency box at the top of page 1 is checked, the parties agree the following applies:

4.3.1.1. Landlord Agency Only. Unless the box in § 4.3.1.2 (**Landlord Agency Unless Brokerage Relationship with Both**) is checked, Broker shall represent Landlord as Landlord's Agent and shall treat the tenant as a customer. A customer is a party to a transaction with whom Broker has no brokerage relationship. Broker shall disclose to such customer Broker's relationship with Landlord.

4.3.1.2. Landlord Agency Unless Brokerage Relationship with Both. If this box is checked, Broker shall represent Landlord as Landlord's Agent and shall treat the tenant as a customer, unless Broker currently has or enters into an agency or Transaction-Brokerage relationship with the tenant, in which case Broker shall act as a Transaction-Broker.

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 shall work with Landlord as a Transaction-Broker. A Transaction-Broker shall perform the duties described in § 5 and facilitate lease transactions without being an advocate or agent for either party. If Landlord and tenant are working with the same broker, Broker shall continue to function as a Transaction-Broker.

5. BROKERAGE DUTIES. Brokerage Firm, acting through Broker, as either a Transaction-Broker or a Landlord's Agent, shall perform the following **Uniform Duties** when working with Landlord:

5.1. Broker shall exercise reasonable skill and care for Landlord, including, but not limited to the following:

5.1.1. Performing the terms of any written or oral agreement with Landlord;

5.1.2. Presenting all offers to and from Landlord in a timely manner regardless of whether the Premises is subject to a lease or letter of intent to lease;

5.1.3. Disclosing to Landlord adverse material facts actually known by Broker;

5.1.4. Advising Landlord regarding the transaction and advising Landlord 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 Landlord fully informed regarding the transaction.

5.2. Broker shall not disclose the following information without the informed consent of Landlord:

5.2.1. That Landlord is willing to accept less than the asking lease rate for the Premises;

5.2.2. What the motivating factors are for Landlord to lease the Premises;

5.2.3. That Landlord will agree to Lease terms other than those offered;

5.2.4. Any material information about Landlord unless disclosure is required by law or failure to disclose such information would constitute fraud or dishonest dealing; or

5.2.5. Any facts or suspicions regarding circumstances that could psychologically impact or stigmatize the Premises.

5.3. Landlord consents to Broker's disclosure of Landlord's confidential information to the supervising broker or designee for the purpose of proper supervision, provided such supervising broker or designee shall not further disclose such information without consent of Landlord, or use such information to the detriment of Landlord.

5.4. Brokerage Firm may have agreements with other landlords to market and lease their premises. Broker may show alternative properties not owned by Landlord to other prospective tenants and list competing properties for lease.

5.5. Broker shall not be obligated to seek additional offers to lease the Premises while the Premises is subject to a lease or letter of intent to lease.

5.6. Broker has no duty to conduct an independent inspection of the Premises for the benefit of a tenant and has no duty to independently verify the accuracy or completeness of statements made by Landlord or independent inspectors. Broker has no duty to conduct an independent investigation of a tenant's financial condition or to verify the accuracy or completeness of any statement made by a tenant.

5.7. Landlord understands that Landlord shall not be liable for Broker's acts or omissions that have not been approved, directed, or ratified by Landlord.

5.8. When asked, Broker **Shall** **Shall Not** disclose to prospective tenants and cooperating brokers the existence of offers on the Premises and whether the offers were obtained by Broker, a broker within Brokerage Firm or by another broker.

6. ADDITIONAL DUTIES OF LANDLORD'S AGENT. If the Landlord Agency box at the top of Page 1 is checked, Broker is Landlord's Agent, with the following additional duties:

6.1. Promoting the interests of Landlord with the utmost good faith, loyalty and fidelity.

6.2. Seeking lease rates and terms that are set forth in this Landlord Listing Contract.

6.3. Counseling Landlord as to any material benefits or risks of a transaction that are actually known by Broker.

7. COMPENSATION TO BROKERAGE FIRM; COMPENSATION TO COOPERATIVE BROKER. Landlord agrees that any Brokerage Firm compensation that is conditioned upon the Lease of the Premises shall be earned by Brokerage Firm as set forth herein without any discount or allowance for any efforts made by Landlord or by any other person in connection with the Lease of the Premises.

7.1. Amount. In consideration of the services to be performed by Broker, Landlord agrees to pay Brokerage Firm as follows:

7.1.1. Lease Commission. (1) _____% of the gross rent under the Lease, or (2) _____ in U.S. dollars.

7.1.2. Sales Commission. If the box in § 3.5.2 is checked, Brokerage Firm shall be paid a fee equal to (1) _____% of the gross purchase price or (2) _____, in U.S. dollars, payable only upon Broker procuring the buyer and upon delivery of deed.

7.2. When Earned. Such commission shall be earned upon the occurrence of any of the following:

7.2.1. Any Lease of the Premises within the Listing Period by Landlord, by Broker or by any other person;

26 7.2.2. Broker finding a tenant who is ready, willing and able to complete the transaction as specified herein by Landlord; or
27 7.2.3. Any Lease (or Sale if § 3.5.2 is checked) of the Premises within _____ calendar days subsequent to the expiration of
28 the Listing Period (Holdover Period) to anyone with whom Broker negotiated and whose name was submitted, in writing, to Landlord by Broker
29 during the Listing Period (including any extensions thereof). However, Landlord Shall Shall Not owe the commission to Brokerage Firm
30 under this § 7.2.3 if a commission is earned by another licensed real estate brokerage firm acting pursuant to an exclusive agreement entered into
31 during the Holdover Period. If no box is checked above in this § 7.2.3, then (Shall Not) shall apply and Seller shall not owe the commission to
32 Brokerage Firm.

33 7.3. **When Applicable and Payable.** The commission obligation shall apply to a Lease made during the Listing Period or any
34 extension of such original or extended term. The commission described in § 7.1.1 shall be payable upon execution of the Lease or possession,
35 whichever occurs first, or _____, as contemplated by § 7.2.1 or § 7.2.3, or upon fulfillment of § 7.2.2 where either the offer was
36 made by such tenant is defeated by Landlord or by the refusal or neglect of Landlord to consummate the Lease as agreed upon.

37 7.4. **Extensions/Renewals.** If the Lease contains an option to extend or renew, Broker Shall Shall Not be paid a fee for such
38 extension or renewal. If Brokerage Firm is to be paid a fee for such extension or renewal, such fee shall be in the amount of
39 _____, and shall be due and payable upon the Exercise by tenant of such right to extend or renew the Lease Upon
40 the Commencement of any such extended or renewed term of the Lease.

41 7.5. **Other Compensation.** _____

42 7.6. **Cooperative Broker Compensation.** Broker shall seek assistance from and Brokerage Firm offers compensation to outside
43 brokerage firms, whose broker is acting as:

44 **Tenant Agents:** _____, in U.S. dollars.

45 **Transaction-Brokers:** _____, in U.S. dollars.

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47 8. **LIMITATION ON THIRD-PARTY COMPENSATION.** Neither Broker nor the Brokerage Firm, except as set forth in § 7, shall
48 accept compensation from any other person or entity in connection with the Premises without the written consent of Landlord. Additionally,
49 neither Broker nor Brokerage Firm shall assess or receive mark-ups or other compensation for services performed by any third party or affiliated
50 business entity unless Landlord signs a separate written consent.

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52 9. **OTHER BROKERS' ASSISTANCE, MULTIPLE LISTING SERVICE (MLS) AND MARKETING.** Landlord has been advised by
53 Broker of the advantages and disadvantages of various marketing methods, including advertising and the use of MLS and various methods of
54 making the Premises accessible by other brokerage firms (e.g., using lock boxes, by-appointment-only showings, etc.), and whether some
55 methods may limit the ability of another broker to show the Premises. After having been so advised, Landlord has chosen the following (check
56 all that apply):

57 9.1. **MLS/Information Exchange.**

58 9.1.1. The Premises Shall Shall Not be submitted to one or more MLS and Shall Shall Not be submitted to one
59 or more property information exchanges. If submitted, Landlord authorizes Broker to provide timely notice of any status change to such MLS
60 and information exchanges. Upon consummation of a transaction, Landlord authorizes Broker to provide lease information to such MLS and
61 information exchanges.

62 9.1.2. Landlord authorizes the use of electronic and all other marketing methods except: _____.

63 9.1.3. Landlord further authorizes use of the data by multiple listing services and property information exchanges, if any.

64 9.1.4. The Premises Address Shall Shall Not be displayed on the Internet.

65 9.1.5. The Premises Listing Shall Shall Not be displayed on the Internet.

66 9.2. **Premises Access.** Access to the Premises may be by:

67 Lock Box

68 _____

69 Other instructions: _____

70 9.3. **Broker Marketing.** The following specific marketing tasks shall be performed by Broker:

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73 9.4. **Brokerage Services.** The Broker shall provide brokerage services to Landlord.

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75 10. **LANDLORD'S OBLIGATIONS TO BROKER; DISCLOSURES AND CONSENT.**

76 10.1. **Negotiations and Communication.** Landlord agrees to conduct all negotiations for the Lease of the Premises only through
77 Broker, and to refer to Broker all communications received in any form from real estate brokers, prospective tenants, buyers, or any other source
78 during the Listing Period of this Landlord Listing Contract.

79 10.2. **Advertising.** Landlord agrees that any advertising of the Premises by Landlord (e.g., Internet, print and signage) shall first be
80 approved by Broker.

81 10.3. **No Existing Listing Agreement.** Landlord represents that Landlord Is Is Not currently a party to any listing agreement
82 with any other broker to Lease the Premises.

83 10.4. **Ownership of Materials and Consent.** Landlord represents that all materials (including all photographs, renderings, images or
84 other creative items) supplied to Broker by or on behalf of Landlord are owned by Landlord, except as Landlord has disclosed in writing to
85 Broker. Landlord is authorized to and grants to Broker, Brokerage Firm and any multiple listing service (that Broker submits the Property to) a
86 nonexclusive irrevocable, royalty-free license to use such material for marketing of the Property, reporting as required and the publishing, display
87 and reproduction of such material, compilation and data. This license shall survive the termination of this Landlord Listing Contract.

88 10.5. **Colorado Foreclosure Protection Act.** The Colorado Foreclosure Protection Act (Act) generally requires that (1) the Property is
89 residential, (2) any loan secured by the Property is at least thirty days delinquent or in default, and (3) Buyer does not reside in the Property for at
90 least one year. If all requirements 1, 2 and 3 are met and the Act otherwise applies, then a different contract that complies with the provisions of
91 the Act may be required. Therefore, if the Act applies, Landlord agrees, Broker is **not** authorized to prepare such a contract for the sale of the
92 Premises. It is recommended that an attorney prepare the required documents.

93 10.6. **Required Information to County Assessor.** Landlord consents that Broker may supply certain information to the county
94 assessor if the Property is residential and is furnished.

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11. RENTAL RATE AND TERMS. The following Price and Terms are acceptable to Seller:

11.1. Rental Rate. U.S. \$ _____

11.2. Minimum Amount of Security Deposit. U.S. \$ _____

11.3. Other Terms.

12. DEPOSITS. Brokerage Firm is authorized to accept security deposits received by Broker pursuant to a proposed Lease. Brokerage Firm is authorized to deliver the security deposit to the Premises manager, if any, upon the execution of the Lease.

13. INCLUSIONS AND EXCLUSIONS.

13.1. Inclusions.

13.1.1. The Lease includes the following items (Inclusions):

The Inclusions shall be leased by Landlord to tenant, all in their present condition.

13.1.2. Parking and Storage Facilities. The following parking facilities: _____, and the following storage facilities: _____.

13.2. Exclusions. The following are excluded (Exclusions):

14. TITLE AND ENCUMBRANCES. Landlord represents to Broker that Landlord has the right and authority to enter into a Lease of the Premises. Landlord shall deliver to Broker true copies of all relevant title materials, loan documents, leases and surveys in Landlord's possession and shall disclose to Broker all easements, liens and other encumbrances, if any, on the Premises, of which Landlord has knowledge. Brokerage Firm may terminate this Landlord Listing Contract upon written notice to Landlord that title is not satisfactory to Brokerage Firm.

15. POSSESSION. Possession of the Premises shall be delivered to tenant as follows: _____.

16. MATERIAL DEFECTS, DISCLOSURES AND INSPECTION.

16.1. Broker's Obligations. Colorado law requires a broker to disclose to any prospective tenant all adverse material facts actually known by such broker including but not limited to adverse material facts pertaining to the title to the Premises and the physical condition of the Premises, any material defects in the Premises, and any environmental hazards affecting the Premises which are required by law to be disclosed. These types of disclosures may include such matters as structural defects, soil conditions, violations of health, zoning or building laws, and nonconforming uses and zoning variances. Landlord agrees that any tenant may have the Premises and Inclusions inspected and authorizes Broker to disclose any facts actually known by Broker about the Premises.

16.2. Landlord's Obligations.

16.2.1. Landlord's Premises Disclosure Form. A landlord is not required by law to provide any particular disclosure form. However, disclosure of known material latent (not obvious) defects is required by law. Landlord **Agrees** **Does Not Agree** to provide a written disclosure of adverse matters regarding the Premises completed to the best of Landlord's current, actual knowledge.

16.2.2. Lead-Based Paint. Unless exempt, if the improvements on the Premises include one or more residential dwellings for which a building permit was issued prior to January 1, 1978, a completed Lead-Based Paint Disclosure (Rental) form must be signed by Landlord and the real estate licensees, and given to any potential tenant in a timely manner.

16.2.3. Carbon Monoxide Alarms. Note: If the improvements on the Premises have a fuel-fired heater or appliance, a fireplace, or an attached garage and one or more rooms lawfully used for sleeping purposes (Bedroom), Landlord understands that Colorado law requires that Landlord assure the Premises has an operational carbon monoxide alarm installed within fifteen feet of the entrance to each Bedroom or in a location as required by the applicable building code, prior to offering the Premises for lease or sale.

17. COST OF SERVICES AND REIMBURSEMENT. Unless otherwise agreed upon in writing, Brokerage Firm shall bear all expenses incurred by Brokerage Firm, if any, to market the Premises and to compensate cooperating brokerage firms, if any. Neither Broker nor Brokerage Firm shall obtain or order any other products or services unless Landlord agrees in writing to pay for them promptly when due (examples: space planning, surveys, radon tests, title reports, engineering studies). Unless otherwise agreed, neither Broker nor Brokerage Firm shall be obligated to advance funds for the benefit of Landlord in order to complete a transaction. Landlord shall reimburse Brokerage Firm for payments made by Brokerage Firm for such products or services authorized by Landlord.

18. MAINTENANCE OF THE PREMISES. Neither Broker nor Brokerage Firm shall be responsible for maintenance of the Premises nor shall they be liable for damage of any kind occurring to the Premises, unless such damage shall be caused by their negligence or intentional misconduct.

19. NONDISCRIMINATION. The parties agree not to discriminate unlawfully against any prospective tenant because of the race, creed, color, sex, sexual orientation, marital status, familial status, physical or mental disability, handicap, religion, national origin or ancestry of such person.

20. RECOMMENDATION OF LEGAL AND TAX COUNSEL. By signing this document, Landlord acknowledges that Broker has advised that this document has important legal consequences and has recommended consultation with legal and tax or other counsel before signing this Landlord Listing Contract.

21. MEDIATION. If a dispute arises relating to this Landlord Listing Contract, prior to or after possession of the Premises, and is not resolved, the parties shall 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

64 dispute must agree, in writing, before any settlement is binding. The parties will jointly appoint an acceptable mediator and will share equally in
65 the cost of such mediation. The mediation, unless otherwise agreed, shall terminate in the event the entire dispute is not resolved within 30
66 calendar days of the date written notice requesting mediation is delivered by one party to the other at the party's last known address.

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68 **22. ATTORNEY FEES.** In the event of any arbitration or litigation relating to this Landlord Listing Contract, the arbitrator or court shall
69 award to the prevailing party all reasonable costs and expenses, including attorney and legal fees.

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

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75 **24. ATTACHMENTS.** The following are a part of this Landlord Listing Contract:

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78 **25. NO OTHER PARTY OR INTENDED BENEFICIARIES.** Nothing in this Landlord Listing Contract shall be deemed to inure to the
79 benefit of any person other than Seller, Broker and Brokerage Firm.

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81 **26. NOTICE, DELIVERY AND CHOICE OF LAW.**
82 **26.1. Physical Delivery.** All notices must be in writing, except as provided in § 26.2. Any document, including a signed document or
83 notice, delivered to the other party to this Landlord Listing Contract, is effective upon physical receipt. Delivery to Landlord shall be effective
84 when physically received by Landlord, any signator on behalf of Landlord, any named individual of Landlord or representative of Landlord.

85 **26.2. Electronic Delivery.** As an alternative to physical delivery, any document, including a signed document or written notice, may be
86 delivered in electronic form only by the following indicated methods: Facsimile Email Internet No Electronic Delivery.
87 Documents with original signatures shall be provided upon request of any party.

88 **26.3. Choice of Law.** This Landlord Listing Contract and all disputes arising hereunder shall be governed by and construed in
89 accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in this state for property
90 located in Colorado.

91
92 **27. MODIFICATION OF THIS LISTING CONTRACT.** No subsequent modification of any of the terms of this Landlord Listing
93 Contract shall be valid, binding upon the parties, or enforceable unless made in writing and signed by the parties.

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95 **28. COUNTERPARTS.** If more than one person is named as a Landlord herein, this Landlord Listing Contract may be executed by each
96 Landlord, separately, and when so executed, such copies taken together with one executed by Broker on behalf of Brokerage Firm shall be
97 deemed to be a full and complete contract between the parties.

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99 **29. ENTIRE AGREEMENT.** This agreement constitutes the entire contract between the parties, and any prior agreements, whether oral or
00 written, have been merged and integrated into this Landlord Listing Contract.

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02 **30. COPY OF CONTRACT.** Landlord acknowledges receipt of a copy of this contract signed by Broker, including all attachments.

03
04 Brokerage Firm authorizes Broker to execute this Landlord Listing Contract on behalf of Brokerage Firm.

05

Date: _____

Date: _____

Seller's Name: _____

Broker's Name: _____

Seller's Signature

Broker's Signature

Address: _____

Address: _____

Phone No.: _____

Phone No.: _____

Fax No.: _____

Fax No.: _____

Email Address: _____

Email Address: _____

Brokerage Firm's Name: _____

Address: _____

Phone No. _____

Fax No. _____

Email Address: _____

