

64 g. **Applicability of Terms.** A check or similar mark in a box means that such provision is applicable. The abbreviation
65 “N/A” or the word “Deleted” means not applicable. The abbreviation “MEC” (mutual execution of this contract) means the latest date
66 upon which both parties have signed this contract. For purposes of this agreement, Landlord includes Sublandlord and tenant includes
67 subtenant.

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69 **4. BROKERAGE SERVICES AND DUTIES.** Brokerage Firm, acting through Broker, shall provide brokerage services to
70 Landlord. Broker, acting as either a Transaction-Broker or a Landlord’s Agent, shall perform the following **Uniform Duties** when working
71 with Landlord:

- 72
73 a. Broker shall exercise reasonable skill and care for Landlord, including, but not limited to the following:
- 74 (1) Performing the terms of any written or oral agreement with Landlord;
 - 75 (2) Presenting all offers to and from Landlord in a timely manner regardless of whether the Premises is subject to
76 a lease or letter of intent to lease;
 - 77 (3) Disclosing to Landlord adverse material facts actually known by Broker;
 - 78 (4) Advising Landlord regarding the transaction and to obtain expert advice as to material matters about which
79 Broker knows but the specifics of which are beyond the expertise of Broker;
 - 80 (5) Accounting in a timely manner for all money and property received; and
 - 81 (6) Keeping Landlord fully informed regarding the transaction.

- 82
83 b. Broker shall not disclose the following information without the informed consent of Landlord:
- 84 (1) That Landlord is willing to accept less than the asking lease rate for the Premises;
 - 85 (2) What the motivating factors are for Landlord to lease the Premises;
 - 86 (3) That Landlord will agree to Lease terms other than those offered;
 - 87 (4) Any material information about Landlord unless disclosure is required by law or failure to disclose such
88 information would constitute fraud or dishonest dealing; or
 - 89 (5) Any facts or suspicions regarding circumstances that could psychologically impact or stigmatize the
90 Premises.

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

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

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

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

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107 g. Landlord shall not be liable for the acts of Broker unless such acts are approved, directed or ratified by Landlord.

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109 **5. ADDITIONAL DUTIES OF LANDLORD’S AGENT.** If the Landlord Agency box at the top of Page 1 is checked, Broker is
110 a limited agent of Landlord (Landlord’s Agent), with the following additional duties:

- 111
112 a. Promoting the interests of Landlord with the utmost good faith, loyalty and fidelity.
- 113 b. Seeking lease rates and terms that are acceptable to Landlord.
- 114 c. Counseling Landlord as to any material benefits or risks of a transaction that are actually known by Broker.

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116 **6. BROKERAGE RELATIONSHIP.**

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118 a. If the Landlord Agency box at the top of page 1 is checked, Broker shall represent Landlord as a Landlord's Agent. If
119 the Transaction-Brokerage box at the top of page 1 is checked, Broker shall act as a Transaction-Broker.

120
121 b. **In-Company Transaction – Different Brokers.** When Landlord and tenant in a transaction are working with
122 different brokers, those brokers continue to conduct themselves consistent with the brokerage relationships they have established. Landlord
123 acknowledges that Brokerage Firm is allowed to offer and pay compensation to brokers within Brokerage Firm working with a tenant.

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

126
127 (1) **LANDLORD’S AGENT.** If the Landlord Agency box at the top of page 1 is checked, the parties agree the
128 following applies:

129 **Check One Box Only**

130
131 (a) **Landlord Agency.** If this box is checked, Broker shall represent Landlord as Landlord’s Agent and shall
132 treat the tenant as a customer. A customer is a party to a transaction with whom Broker has no brokerage relationship. Broker shall
133 disclose to such customer Broker’s relationship with Landlord.

134 (b) **Landlord Agency Unless Brokerage Relationship with Both.** If this box is checked, Broker shall
135 represent Landlord as Landlord’s Agent and shall treat the tenant as a customer, unless Broker currently has or enters into an agency or
136 Transaction-Brokerage relationship with the tenant, in which case Broker shall act as a Transaction-Broker, performing the duties described
137 in § 4 and facilitating lease transactions without being an advocate or agent for either party.

138 (2) **TRANSACTION-BROKER.** If the Transaction-Brokerage box at the top of page 1 is checked, or in the
139 event neither box is checked, Broker shall work with Landlord as a Transaction-Broker. If Landlord and tenant are working with the same
140 broker, Broker shall continue to function as a Transaction-Broker.

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143 **7. LANDLORD’S OBLIGATIONS TO BROKER.**

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

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

149 c. **Ownership of Materials and Consent.** Landlord represents that all materials (including all photographs, renderings,
150 images or other creative items) supplied to Broker by or on behalf of Landlord are owned by Owner or Landlord, except as Landlord has
151 disclosed in writing to Broker. Landlord is authorized to and grants to Broker, Brokerage Firm and any multiple listing service (that Broker
152 submits the Premises to) a nonexclusive irrevocable, royalty-free license to use such material for marketing of the Premises, reporting as
153 required and the publishing, display and reproduction of such material, compilation and data. This license shall survive the termination of
154 this contract.

155 d. **Residential Foreclosure Disclosure and Consent.** If the Premises is residential, is in foreclosure, and if there is a sale
156 of the Premises to a buyer who will not live in the Premises for at least 1 year, the terms of the Foreclosure Protection Act (Act) may apply.
157 Upon Landlord becoming aware that the Premises is in foreclosure, Landlord must notify Listing Broker of such fact. The Act requires that
158 special provisions must be included in the Contract to Buy and Sell Real Estate. Therefore, if the Act applies, Landlord agrees, unless
159 Landlord and buyer enter into the Foreclosure Property Addendum concurrent with the Contract to Buy and Sell Real Estate, Broker is **not**
160 obligated to prepare any contract for the sale of the Premises and Landlord will employ and pay for an attorney to prepare such contract.
161 Landlord also consents that Broker is authorized to disclose to other brokers and prospective buyers that the Premises is in foreclosure.
162 Broker **IS** **IS NOT** authorized to disclose in any multiple listing service the Premises is submitted to that the Premises is in
163 foreclosure.

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165 **8. RENTAL RATE AND TERMS.**

166 a. **Rental Rate.** U.S. \$ _____

167 b. **Minimum Amount of Security Deposit.** U.S. \$ _____.

168 c. **Other Terms.**

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

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178 **10. INCLUSIONS.** The Lease includes the following items:

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183 The above described items (Inclusions) shall be leased by Landlord to tenant, all in their present condition.

184 **Parking and Storage Facilities.** The following parking facilities: _____; and the following storage facilities:

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11. 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 Listing Contract upon written notice to Landlord that title is not satisfactory to Brokerage Firm.

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

13. MATERIAL DEFECTS, DISCLOSURES AND INSPECTION.

a. 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.

b. Landlord's Obligations.

(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.

(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.

14. COMPENSATION TO BROKERAGE FIRM. 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.

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

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

(2) _____.

b. When Earned. Such commission shall be earned upon the happening of any of the following:

(1) Any Lease of the Premises within the Listing Period by Landlord, by Broker or by any other person; or

(2) Broker finding a tenant who is ready, willing and able to complete the transaction as specified herein by

Landlord.

c. This fee is payable upon execution of the Lease or possession, whichever occurs first, or as follows: _____

d. If the Lease contains an option to extend or renew, Broker **Shall** **Shall Not** be paid a fee for such extension or renewal. If Brokerage Firm is to be paid a fee for such extension or renewal, such fee shall be paid as follows: _____

Such fee shall be due and payable upon **the Exercise** by tenant of such right to extend or renew the Lease **Upon the Commencement** of any such extended or renewed term of the Lease.

e. If the box in subsection 3e(2) is checked, Brokerage Firm shall be paid a fee equal to the greater of \$ _____ or _____% of the purchase price for the Premises, payable only upon Broker procuring the buyer and upon delivery of deed.

f. Any Lease [or Sale if subsection 3e(2) is checked] of the Premises within _____ calendar days subsequent to the expiration of the Listing Period (Holdover Period) to anyone with whom Broker negotiated and whose name was submitted, in writing, to Landlord by Broker during the Listing Period (including any extensions thereof). However, Landlord shall owe no commission to Brokerage Firm under this § 14(f) if a commission is earned by another licensed real estate brokerage firm acting pursuant to an exclusive agreement entered into during the Holdover Period.

15. LIMITATION ON THIRD-PARTY COMPENSATION. Neither Broker nor the Brokerage Firm, except as set forth in § 14, shall accept compensation from any other person or entity in connection with the Premises without the written consent of Landlord. Additionally, neither Broker nor Brokerage Firm shall assess or receive mark-ups or other compensation for services performed by any third party or affiliated business entity unless Landlord signs a separate written consent.

16. OTHER BROKERS' ASSISTANCE, MULTIPLE LISTING SERVICE AND MARKETING. Landlord has been advised by Broker of the advantages and disadvantages of various marketing methods, the use of multiple listing services and various methods of making the Premises accessible by other brokerage firms (e.g., using lock boxes, by-appointment-only showings, etc.), and whether some

250 methods may limit the ability of another broker to show the Premises. After having been so advised, Landlord has chosen the following
251 (check all that apply):
252

253 a. The Premises:

254 Shall Shall Not be submitted to one or more multiple listing services.

255 Shall Shall Not be submitted to one or more property information exchanges.

256 Landlord authorizes the use of electronic and all other marketing methods except: _____
257 _____

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

259 Access to the Premises by other brokerage firms may be by:

260 Lock Box

261 _____

262 Other instructions: _____
263 _____

264 b. Broker shall seek assistance from, and Brokerage Firm offers compensation to, the following brokers outside of
265 Brokerage Firm:

266 Tenant Agents: _____

267 Transaction-Brokers: _____
268 _____

269 **17. COST OF SERVICES AND REIMBURSEMENT.** Unless otherwise agreed upon in writing, Brokerage Firm shall bear all
270 expenses incurred by Brokerage Firm, if any, to market the Premises and to compensate cooperating brokerage firms, if any. Neither
271 Broker nor Brokerage Firm shall obtain or order any other products or services unless Landlord agrees in writing to pay for them promptly
272 when due (examples: space planning, surveys, radon tests, title reports, engineering studies). Unless otherwise agreed, neither Broker nor
273 Brokerage Firm shall be obligated to advance funds for the benefit of Landlord in order to complete a transaction. Landlord shall
274 reimburse Brokerage Firm for payments made by Brokerage Firm for such products or services authorized by Landlord.
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276 **18. MAINTENANCE OF THE PREMISES.** Neither Broker nor Brokerage Firm shall be responsible for maintenance of the
277 Premises nor shall they be liable for damage of any kind occurring to the Premises, unless such damage shall be caused by their negligence
278 or intentional misconduct.
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280 **19. NONDISCRIMINATION.** The parties agree not to discriminate unlawfully against any prospective tenant because of the race,
281 creed, color, sex, marital status, national origin, familial status, physical or mental handicap, religion or ancestry of such person.
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283 **20. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this document, Landlord acknowledges that Broker
284 has advised that this document has important legal consequences and has recommended consultation with legal and tax or other counsel
285 before signing this contract.
286

287 **21. MEDIATION.** If a dispute arises relating to this contract, prior to or after possession of the Premises, and is not resolved, the
288 parties shall first proceed in good faith to submit the matter to mediation. Mediation is a process in which the parties meet with an
289 impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to
290 the dispute must agree before any settlement is binding. The parties will jointly appoint an acceptable mediator and will share equally in
291 the cost of such mediation. The mediation, unless otherwise agreed, shall terminate in the event the entire dispute is not resolved within 30
292 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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294 **22. ATTORNEY FEES.** In the event of any arbitration or litigation relating to this contract, the arbitrator or court shall award to the
295 prevailing party all reasonable costs and expenses, including attorney and legal fees.
296

297 **23. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate
298 Commission.)
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300

301
302 **24. ATTACHMENTS.** The following are a part of this contract:
303
304

305 **25. NO OTHER PARTY OR INTENDED BENEFICIARIES.** Nothing in this contract shall be deemed to inure to the benefit of
306 any person other than Landlord, Broker and Brokerage Firm.
307

308 **26. NOTICE, DELIVERY AND CHOICE OF LAW.**
309

310 a. **Physical Delivery.** Except as provided in § 26b below, any notice to the other party to this contract must be in writing,
311 and is effective upon physical receipt.

312 b. **Electronic Delivery.** As an alternative to physical delivery, any signed document and written notice may be delivered
313 in electronic form by the following indicated methods only:

314 Facsimile E-mail No Electronic Delivery. Documents with original signatures shall be provided upon request of any party.

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

318
319 **27. MODIFICATION OF THIS LISTING CONTRACT.** No subsequent modification of any of the terms of this contract shall be
320 valid, binding upon the parties, or enforceable unless made in writing and signed by the parties.
321

322 **28. COUNTERPARTS.** If more than one person is named as a Landlord herein, this contract may be executed by each Landlord,
323 separately, and when so executed, such copies taken together with one executed by Broker on behalf of Brokerage Firm shall be deemed to
324 be a full and complete contract between the parties.
325

326 **29. ENTIRE AGREEMENT.** This agreement constitutes the entire contract between the parties, and any prior agreements, whether
327 oral or written, have been merged and integrated into this contract.
328

329 **30. COPY OF CONTRACT.** Landlord acknowledges receipt of a copy of this contract signed by Broker, including all attachments.
330

331 Brokerage Firm authorizes Broker to execute this Listing Contract on behalf of Brokerage Firm.
332

333
334 Date: _____ Date: _____
335

336
337 _____
338 Landlord Landlord

339 Address: _____

340 Phone No.: _____ Fax No.: _____

341 Email Address: _____
342

343
344 Date: _____
345

Broker

346 Broker's Name: _____

347 Address: _____

348 Phone No.: _____ Fax No.: _____

349 Email Address: _____
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351 Brokerage Firm's Name: _____

352 Address: _____

353 Phone No.: _____ Fax No.: _____

354 Email Address: _____
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