

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 TENANT CONTRACT
(FOR ALL TYPES OF PREMISES)**

TENANT AGENCY **TRANSACTION-BROKERAGE**

Date: _____

1. AGREEMENT. Tenant and Brokerage Firm enter into this exclusive, irrevocable contract as of the date set forth above.

2. BROKER AND BROKERAGE FIRM.

a. Multiple-Person Firm. If this box is checked, the individual designated by Brokerage Firm to serve as the broker of Tenant and to perform the services for Tenant required by this contract is called Broker. If more than one individual is so designated, then references in this 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.

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

3. DEFINED TERMS.

a. Tenant: _____,

and any other person or entity on whose behalf the named party acts, directly or indirectly, to Lease the Premises.

b. Brokerage Firm: _____

c. Broker: _____

d. Premises. Premises means real estate which substantially meets the following requirements or similar real estate acceptable to Tenant:

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e. Lease.

(1) Lease of the Premises or Lease means any lease of an interest in the Premises.

(2) **If this box is checked,** Tenant authorizes Broker to negotiate a purchase of the Premises. Purchase of the Premises or Purchase means the acquisition of any interest in the Premises or the creation of the right to acquire any interest in the Premises (including a contract or lease). It also includes an agreement to acquire any ownership interest in an entity that owns the Premises.

f. Term. The Term of this contract shall begin on _____, and shall continue through the earlier of (1) completion of the Lease or purchase 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 § 8 of this contract.

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

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

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

- (1) Performing the terms of any written or oral agreement with Tenant;
- (2) Presenting all offers to and from Tenant in a timely manner regardless of whether Tenant is already a party to a written agreement to Lease the Premises;
- (3) Disclosing to Tenant adverse material facts actually known by Broker;
- (4) Advising Tenant regarding the transaction and to obtain expert advice as to material matters about which Broker knows but the specifics of which are beyond the expertise of Broker;
- (5) Accounting in a timely manner for all money and property received; and
- (6) Keeping Tenant fully informed regarding the transaction.

b. Broker shall not disclose the following information without the informed consent of Tenant:

- (1) That Tenant is willing to pay more than the offered lease rate for the Premises;
- (2) What Tenant's motivating factors are;
- (3) That Tenant will agree to Lease terms other than those offered;
- (4) Any material information about Tenant unless disclosure is required by law or failure to disclose such information would constitute fraud or dishonest dealing; or
- (5) Any facts or suspicions regarding circumstances that could psychologically impact or stigmatize the Premises.

101 c. Tenant consents to Broker's disclosure of Tenant's confidential information to the
102 supervising broker or designee for the purpose of proper supervision, provided such supervising broker
103 or designee shall not further disclose such information without consent of Tenant, or use such
104 information to the detriment of Tenant.

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106 d. Broker may show premises in which Tenant is interested to other prospective tenants
107 without breaching any duty or obligation to Tenant. Broker shall not be prohibited from showing
108 competing tenants the same property and from assisting competing tenants in attempting to lease a
109 particular property.

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111 e. Broker shall not be obligated to seek other properties while Tenant is already a party to a
112 lease or letter of intent to lease.

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114 f. Broker has no duty to conduct an independent inspection of the Premises for the benefit
115 of Tenant and has no duty to independently verify the accuracy or completeness of statements made by a
116 landlord or independent inspectors. Broker has no duty to conduct an independent investigation of
117 Tenant's financial condition or to verify the accuracy or completeness of any statement made by Tenant.

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119 g. Broker shall disclose to any prospective landlord all adverse material facts actually
120 known by Broker, including but not limited to adverse material facts concerning Tenant's financial
121 ability to perform the terms of the transaction.

122
123 h. Tenant shall not be liable for the acts of Broker unless such acts are approved, directed or
124 ratified by Tenant.

125
126 **5. ADDITIONAL DUTIES OF TENANT'S AGENT.** If the Tenant Agency box at the top of
127 page 1 is checked, Broker is a limited agent of Tenant, with the following additional duties:

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129 a. Promoting the interests of Tenant with the utmost good faith, loyalty and fidelity.

130
131 b. Seeking lease rates and terms that are acceptable to Tenant.

132
133 c. Counseling Tenant as to any material benefits or risks of a transaction that are actually
134 known by Broker.

135
136 **6. BROKERAGE RELATIONSHIP.**

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138 a. If the Tenant Agency box at the top of page 1 is checked, Broker shall represent Tenant
139 as a Tenant's Agent. If the Transaction-Brokerage box at the top of page 1 is checked, Broker shall act
140 as a Transaction-Broker.

141
142 b. **In-Company Transaction – Different Brokers.** When the landlord and Tenant in a
143 transaction are working with different brokers, those brokers continue to conduct themselves consistent
144 with the brokerage relationships they have established. Tenant acknowledges that Brokerage Firm is
145 allowed to offer and pay compensation to brokers within Brokerage Firm working with a landlord.

146
147 c. **In-Company Transaction – One Broker.** If the landlord and Tenant are both working
148 with the same broker, Broker shall function as:

150 (1) **TENANT'S AGENT.** If the Tenant Agency box at the top of page 1 is checked,
151 the parties agree the following applies:

152
153 **Check One Box Only**

154
155 (a) **Tenant Agency.** If this box is checked, Broker shall represent Tenant as
156 Tenant's Agent and shall treat the landlord as a customer. A customer is a party to a transaction with
157 whom Broker has no brokerage relationship. Broker shall disclose to such customer Broker's
158 relationship with Tenant.

159
160 (b) **Tenant Agency Unless Brokerage Relationship with Both.** If this box
161 is checked, Broker shall represent Tenant as Tenant's Agent and shall treat the landlord as a customer,
162 unless Broker currently has or enters into an agency or Transaction-Brokerage relationship with the
163 landlord, in which case Broker shall act as a Transaction-Broker, performing the duties described in § 4
164 and facilitating lease transactions without being an advocate or agent for either party.

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166 (2) **TRANSACTION-BROKER.** If the Transaction-Brokerage box at the top of
167 page 1 is checked, or in the event neither box is checked, Broker shall work with Tenant as a
168 Transaction-Broker. If the landlord and Tenant are working with the same broker, Broker shall continue
169 to function as a Transaction-Broker.

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171 7. **TENANT'S OBLIGATIONS TO BROKER.** Tenant agrees to conduct all negotiations for the
172 Lease of the Premises only through Broker, and to refer to Broker all communications received in any
173 form from real estate brokers, prospective landlords, owners, or any other source during the Term of this
174 contract. Tenant represents that Tenant **Is** **Is Not** currently a party to any agreement with any
175 other broker to represent or assist Tenant in the location or Lease of the Premises.

176
177 8. **COMPENSATION TO BROKERAGE FIRM.** In consideration of the services to be
178 performed by Broker, Tenant shall pay Brokerage Firm as set forth in this section, with no discount or
179 allowance for any efforts made by Tenant or any other person.

180
181 **Check Compensation Arrangement:**

182
183 a. **Listing Brokerage Firm, Landlord or Sublandlord May Pay. Tenant is NOT**
184 **Obligated to Pay.** Broker is authorized to obtain payment of the Brokerage Firm's fee from the listing
185 brokerage firm, landlord or sublandlord. Brokerage Firm shall be entitled to receive additional
186 compensation, bonuses, and incentives paid by listing brokerage firm, landlord or sublandlord. Broker
187 shall inform Tenant of the fee to be paid to Brokerage Firm and, if there is a written fee agreement,
188 Broker shall supply a copy to Tenant, upon written request of Tenant. Tenant shall **not** be obligated to
189 pay Brokerage Firm's fee. This subsection shall apply to **New Premises** **Tenant's Existing**
190 **Premises** **Both.**

191
192 b. **Listing Brokerage Firm, Landlord or Sublandlord May Pay. Tenant IS Obligated**
193 **to Pay.** Broker is authorized and instructed to request payment of the Brokerage Firm's fee from the
194 listing brokerage firm, landlord or sublandlord. Brokerage Firm shall be entitled to receive additional
195 compensation, bonuses, and incentives paid by listing brokerage firm, landlord or sublandlord. Broker
196 shall inform Tenant of the fee to be paid to Brokerage Firm and, if there is a written fee agreement,
197 Broker shall supply a copy to Tenant, upon written request of Tenant. Tenant shall be obligated to pay
198 any portion of Brokerage Firm's fee as described below which is not paid by the listing brokerage firm,
199 landlord or sublandlord. This subsection shall apply to **New Premises** **Tenant's Existing**

200 Premises Both.

201
202 (1) **Success Fee.** Brokerage Firm shall be paid a fee of: (a) \$ _____
203 **Per Square Foot** per _____, up to a maximum of _____; or
204 (b) _____ % of the **Net** **Gross** amount of the rent payable under the lease up to a maximum
205 of _____; or (c) \$ _____. The Success Fee is earned by the Brokerage Firm upon
206 the execution of the Lease. One-half of this fee shall be paid upon the execution of the Lease and one-
207 half upon possession of the Premises by Tenant or as follows: _____
208 _____
209 _____.

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211 (2) **Hourly Fee.** Brokerage Firm shall be paid \$ _____ per hour for time spent by
212 Broker pursuant to this contract, up to a maximum total fee of \$ _____. This hourly fee shall be paid
213 to Brokerage Firm upon receipt of an invoice from Brokerage Firm.

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215 (3) **Retainer Fee.** Tenant shall pay Brokerage Firm a nonrefundable retainer fee of
216 \$ _____ due and payable upon signing of this contract. This amount **Shall** **Shall Not** be
217 credited against other fees payable to Brokerage Firm under this section.

218
219 (4) **Other Compensation.** _____
220 _____
221 _____

222
223 **c. Purchase Fee.** If the box in subsection 3e(2) is checked and if Brokerage Firm is unable
224 to obtain payment of Brokerage Firm's entire fee from listing brokerage firm or seller, Tenant shall pay
225 the Brokerage Firm a fee equal to the greater of \$ _____ or _____ % of the purchase price for
226 the Premises, less any amounts paid by the listing brokerage firm or seller, payable upon delivery of
227 deed.

228
229 **d. Fee for Extension and Renewal.** If the Lease, executed after the date of this contract,
230 contains an option to extend or renew, Brokerage Firm **Shall** **Shall Not** be paid a fee upon
231 exercise of such extension or renewal option. If Brokerage Firm is to be paid a fee for such extension or
232 renewal, the amount of such fee and its payment shall be as follows: _____
233 _____

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235 **e. Holdover Period.** The Brokerage Firm's fee shall apply to Premises leased [or
236 purchased if the subsection 3e(2) is checked] during the Term of this contract or any extensions and
237 shall also apply to the Premises leased or purchased within _____ calendar days after this contract
238 expires or is terminated (Holdover Period) if the Premises is one on which Broker negotiated and if
239 Broker submitted its address or other description in writing to Tenant during the Term. Provided,
240 however, if a commission is earned by another real estate brokerage firm acting pursuant to an exclusive
241 agreement with Tenant entered into during the Holdover Period, Brokerage firm shall be owed no
242 compensation to Brokerage Firm under subsections 8b(1), 8b(4), 8c or 8d above.

243
244 **9. LIMITATION ON THIRD-PARTY COMPENSATION.** Neither Broker nor Brokerage
245 Firm, except as set forth in § 8, shall accept compensation from any other person or entity in connection
246 with the Premises without the written consent of Tenant. Additionally, neither Broker nor Brokerage
247 Firm shall be permitted to assess and receive mark-ups or other compensation for services performed by
248 any third party or affiliated business entity unless Tenant signs a separate written consent for such
249 services.

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10. COSTS OF SERVICES OR PRODUCTS OBTAINED FROM OUTSIDE SOURCES. Broker will not obtain or order products or services from outside sources unless Tenant has agreed to pay for them promptly when due (examples: space planning, drawings, surveys, radon tests, soil tests, title reports, engineering studies, property inspections). Neither Broker nor Brokerage Firm shall be obligated to advance funds for Tenant. Tenant shall reimburse Brokerage Firm for payments made by Brokerage Firm for such products or services authorized by Tenant.

11. SHOWING PREMISES. Tenant acknowledges that Broker has explained the possible methods used by listing brokers, landlords and sublandlords to show premises, and the limitations (if any) on Tenant and Broker being able to access premises due to such methods. Broker's limitations on accessing premises are as follows: _____ . Broker, through Brokerage Firm, has access to the following multiple listing services and property information services: _____

12. DISCLOSURE OF TENANT'S IDENTITY. Broker **Does** **Does Not** have Tenant's permission to disclose Tenant's identity to third parties without prior written consent of Tenant.

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

14. RECOMMENDATION OF LEGAL AND TAX COUNSEL. By signing this document, Tenant 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 contract.

15. MEDIATION. If a dispute arises relating to this 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 dispute must agree 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, shall terminate in the event the entire dispute is not resolved within 30 calendar days of the date written notice requesting mediation is sent by one party to the other at the party's last known address.

16. ATTORNEY FEES. In the event of any arbitration or litigation relating to this contract, the arbitrator or court shall award to the prevailing party all reasonable costs and expenses, including attorney and legal fees.

17. ADDITIONAL PROVISIONS. (The following additional provisions have not been approved by the Colorado Real Estate Commission.)

18. ATTACHMENTS. The following are a part of this contract:

300 **19. NOTICE, DELIVERY AND CHOICE OF LAW.**

301

302 **a. Physical Delivery.** Except for the notice requesting mediation described in § 15, and
303 except as provided in § 19b below, any notice to the other party to this contract must be in writing and is
304 effective upon receipt.

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

308 **Facsimile** **E-mail** **None.** Documents with original signatures shall be provided upon
309 request of any party.

310

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

314

315 **20. MODIFICATION OF THIS CONTRACT.** No subsequent modification of any of the terms of
316 this contract shall be valid, binding upon the parties, or enforceable unless in writing and signed by the
317 parties.

318

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

323

324 **22. ENTIRE AGREEMENT.** This agreement constitutes the entire contract between the parties
325 and any prior agreements, whether oral or written, have been merged and integrated into this contract.

326

327 **23. COPY OF CONTRACT.** Tenant acknowledges receipt of a copy of this contract signed by
328 Broker, including all attachments.

329

330 Brokerage Firm authorizes Broker to execute this contract on behalf of Brokerage Firm.

331

332

333 Date: _____ Date: _____

334

335

336 Tenant _____ Tenant _____

337

338 Address: _____ Phone No.: _____ Fax No.: _____

339

340 Email Address: _____

341

342

343 Date: _____ Broker _____

344

345 Broker's Name: _____

346

347 Address: _____ Phone No.: _____ Fax No.: _____

348

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

350 Address: _____
351 Phone No.: _____ Fax No.: _____
352 Email Address: _____
353