

**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 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 LISTING CONTRACT

TENANT AGENCY     TRANSACTION-BROKERAGE

Date: \_\_\_\_\_

**1. AGREEMENT.** Tenant and Brokerage Firm enter into this exclusive, irrevocable contract (Tenant 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 Tenant and to perform the services for Tenant required by this Tenant Listing Contract is called Broker. If more than one individual is so designated, then references in this Tenant 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 Tenant Listing 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 Tenant Listing Contract.

**3. DEFINED TERMS.**

**3.1. Tenant:** \_\_\_\_\_  
and any other person or entity on whose behalf the named party acts, directly or indirectly, to Lease the Premises.

**3.2. Brokerage Firm:** \_\_\_\_\_

**3.3. Broker:** \_\_\_\_\_

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

**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, 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.

**3.6. Term.** The Term of this Tenant Listing Contract shall begin on \_\_\_\_\_, and shall continue through the earlier of (1) completion of the Lease of the Premises 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 § 7 of this Tenant 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 "Deleted" means not applicable. The abbreviation "MEC" (mutual execution of this contract) means the latest date upon which both parties have signed this Tenant 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 Tenant 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 that is not a Saturday, Sunday or Holiday. Should neither box be checked, the deadline shall not be extended.

**4. BROKERAGE RELATIONSHIP.**

**4.1.** If the Tenant Agency box at the top of page 1 is checked, Broker shall represent Tenant as a limited agent (Tenant'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 the 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. Tenant acknowledges that Brokerage Firm is allowed to offer and pay compensation to brokers within Brokerage Firm working with a landlord.

62 **4.3. In-Company Transaction — One Broker.** If the landlord and Tenant are both working with the same broker, Broker shall  
63 function as:

64 **4.3.1. Tenant's Agent.** If the Tenant Agency box at the top of page 1 is checked, the parties agree the following applies:

65 **4.3.1.1. Tenant Agency Only.** Unless the box in § 4.3.1.2 (**Tenant Agency Unless Brokerage Relationship with**  
66 **Both**) is checked, Broker shall represent Tenant as Tenant's Agent and shall treat the landlord as a customer. A customer is a party to a  
67 transaction with whom Broker has no brokerage relationship. Broker shall disclose to such customer Broker's relationship with Tenant.

68  **4.3.1.2. Tenant Agency Unless Brokerage Relationship with Both.** If this box is checked, Broker shall represent  
69 Tenant as Tenant's Agent and shall treat the landlord as a customer, unless Broker currently has or enters into an agency or Transaction-  
70 Brokerage relationship with the landlord, in which case Broker shall act as a Transaction-Broker.

71 **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  
72 checked, Broker shall work with Tenant as a Transaction-Broker. A Transaction-Broker shall perform the duties described in § 5 and facilitate  
73 lease transactions without being an advocate or agent for either party. If the landlord and Tenant are working with the same broker, Broker shall  
74 continue to function as a Transaction-Broker.

75  
76 **5. BROKERAGE DUTIES.** Brokerage Firm, acting through Broker, acting as either a Transaction-Broker or a Tenant's Agent, shall  
77 perform the following **Uniform Duties** when working with Tenant:

78 **5.1.** Broker shall exercise reasonable skill and care for Tenant, including but not limited to the following:

79 **5.1.1.** Performing the terms of any written or oral agreement with Tenant;

80 **5.1.2.** Presenting all offers to and from Tenant in a timely manner regardless of whether Tenant is already a party to a written  
81 agreement to Lease the Premises;

82 **5.1.3.** Disclosing to Tenant adverse material facts actually known by Broker;

83 **5.1.4.** Advising Tenant regarding the transaction and advising Tenant to obtain expert advice as to material matters about  
84 which Broker knows but the specifics of which are beyond the expertise of Broker;

85 **5.1.5.** Accounting in a timely manner for all money and property received; and

86 **5.1.6.** Keeping Tenant fully informed regarding the transaction.

87 **5.2.** Broker shall not disclose the following information without the informed consent of Tenant:

88 **5.2.1.** That Tenant is willing to pay more than the offered lease rate for the Premises;

89 **5.2.2.** What Tenant's motivating factors are;

90 **5.2.3.** That Tenant will agree to Lease terms other than those offered;

91 **5.2.4.** Any material information about Tenant unless disclosure is required by law or failure to disclose such information  
92 would constitute fraud or dishonest dealing; or

93 **5.2.5.** Any facts or suspicions regarding circumstances that could psychologically impact or stigmatize the Premises.

94 **5.3.** Tenant consents to Broker's disclosure of Tenant's confidential information to the supervising broker or designee for the purpose  
95 of proper supervision, provided such supervising broker or designee shall not further disclose such information without consent of Tenant, or  
96 use such information to the detriment of Tenant.

97 **5.4.** Broker may show premises in which Tenant is interested to other prospective tenants without breaching any duty or obligation to  
98 Tenant. Broker not shall be prohibited from showing competing tenants the same property and from assisting competing tenants in attempting to  
99 lease a particular property.

100 **5.5.** Broker shall not be obligated to seek other properties while Tenant is already a party to a lease or letter of intent to lease.

101 **5.6.** Broker has no duty to conduct an independent inspection of the Premises for the benefit of Tenant and has no duty to  
102 independently verify the accuracy or completeness of statements made by a landlord or independent inspectors. Broker has no duty to conduct  
103 an independent investigation of Tenant's financial condition or to verify the accuracy or completeness of any statement made by Tenant.

104 **5.7.** Broker shall disclose to any prospective landlord all adverse material facts actually known by Broker, including but not limited to  
105 adverse material facts concerning Tenant's financial ability to perform the terms of the transaction.

106 **5.8.** Tenant understands that Tenant shall not be liable for Broker's acts or omissions that have not been approved, directed, or  
107 ratified by Tenant.

108 **6. ADDITIONAL DUTIES OF TENANT'S AGENT.** If the Tenant Agency box at the top of page 1 is checked, Broker is Tenant's  
109 Agent, with the following additional duties:

110 **6.1.** Promoting the interests of Tenant with the utmost good faith, loyalty and fidelity.

111 **6.2.** Seeking lease rates and terms that are acceptable to Tenant.

112 **6.3.** Counseling Tenant as to any material benefits or risks of a transaction that are actually known by Broker.

113  
114 **7. COMPENSATION TO BROKERAGE FIRM.** In consideration of the services to be performed by Broker, Tenant shall pay  
115 Brokerage Firm as set forth in this section, with no discount or allowance for any efforts made by Tenant or any other person. Brokerage Firm  
116 shall be entitled to receive additional compensation, bonuses, and incentives paid by listing brokerage firm or landlord. Broker shall inform  
117 Tenant of the fee to be paid to Brokerage Firm and, if there is a written agreement, Broker shall supply a copy to Tenant, upon written request of  
118 Tenant.

119 **Check Compensation Arrangement:**

120  **7.1. Listing Brokerage Firm, Landlord or Sublandlord May Pay. Tenant is NOT Obligated to Pay.** Broker is authorized to  
121 obtain payment of the Brokerage Firm's fee from the listing brokerage firm, landlord or sublandlord. Tenant shall **not** be obligated to pay  
122 Brokerage Firm's fee. This section shall apply to  **New Premises**  **Tenant's Existing Premises**  **Both.**

123  **7.2. Listing Brokerage Firm, Landlord or Sublandlord May Pay. Tenant IS Obligated to Pay.** Broker is authorized and  
124 instructed to request payment of the Brokerage Firm's fee from the listing brokerage firm, landlord or sublandlord. Tenant shall be obligated to  
125 pay any portion of Brokerage Firm's fee as described below which is not paid by the listing brokerage firm, landlord or sublandlord. This  
126 section shall apply to  **New Premises**  **Tenant's Existing Premises**  **Both.**

127  **7.3. Tenant Will Pay.** Tenant shall be obligated to pay the Brokerage Firm's fee as described in this § 7.3.

128  **7.3.1. Success Fee.** Brokerage Firm shall be paid by Tenant as follows:

130 7.3.1.1. Amount. \$ \_\_\_\_\_ Per Square Foot per \_\_\_\_\_, up to a maximum of \_\_\_\_\_; or \_\_\_\_\_  
131 \_\_\_\_\_.  
132 7.3.1.2. \_\_\_\_% of the  Net  Gross amount of rent payable under the lease up to a maximum of  
133 \_\_\_\_\_.  
134 7.3.1.3. Adjusted Amount.  See Section 17. Additional Provisions or  Other \_\_\_\_\_.  
135 7.3.1.4. When Earned. The Success Fee is earned by the Brokerage Firm upon the execution of the Lease. One-half  
136 of this fee shall be paid upon the execution of the Lease and one-half upon possession of the Premises by Tenant or as follows: \_\_\_\_\_  
137 \_\_\_\_\_.  
138  7.3.2. Hourly Fee. Brokerage Firm shall be paid \$ \_\_\_\_\_ per hour for time spent by Broker pursuant to this Tenant  
139 Listing Contract, up to a maximum total fee of \$ \_\_\_\_\_. This hourly fee shall be paid to Brokerage Firm upon receipt of an invoice from  
140 Brokerage Firm.  
141  7.3.3. Retainer Fee. Tenant shall pay Brokerage Firm a nonrefundable retainer fee of \$ \_\_\_\_\_ due and payable upon  
142 signing of this Tenant Listing Contract. This amount  Shall  Shall Not be credited against other fees payable to Brokerage Firm under this  
143 section.  
144  7.3.4. Other Compensation. \_\_\_\_\_  
145 If no box is checked above, then § 7.3. (Tenant Will Pay) shall apply.  
146 7.3.5. Fee for Extension or Renewal. If the Lease, executed after the date of this Tenant Listing Contract, contains an  
147 option to extend or renew, Brokerage Firm  Shall  Shall Not be paid a fee upon exercise of such extension or renewal option. If  
148 Brokerage Firm is to be paid a fee for such extension or renewal, the amount of such fee and its payment shall be as follows: \_\_\_\_\_  
149 \_\_\_\_\_.  
150  7.4. Purchase Fee. If the box in § 3.5.2 is checked and if Brokerage Firm is unable to obtain payment of Brokerage Firm's entire fee  
151 from listing brokerage firm or seller, Tenant shall pay Brokerage Firm a fee equal to the greater of \$ \_\_\_\_\_ or \_\_\_\_% of the purchase  
152 price for the Premises, less any amounts paid by the listing brokerage firm or seller, payable upon delivery of deed.  
153 7.5. Holdover Period. Brokerage Firm's fee shall apply to Premises leased [or purchased if § 3.5.2 is checked] during the Term of this  
154 Tenant Listing Contract or any extensions and shall also apply to Premises leased or purchased within \_\_\_\_ calendar days after this Tenant  
155 Listing Contract expires or is terminated (Holdover Period) if the Premises is one on which Broker negotiated and if Broker submitted its  
156 address or other description in writing to Tenant during the Term. However, if a commission is earned by another real estate brokerage firm  
157 acting pursuant to an exclusive agreement with Tenant entered into during the Holdover Period, Tenant  Shall  Shall Not owe the  
158 compensation under §§ 7.3.1, 7.3.2, 7.3.4 and 7.4 as indicated.  
159  
160 8. LIMITATION ON THIRD-PARTY COMPENSATION. Neither Broker nor Brokerage Firm, except as set forth in § 7, shall accept  
161 compensation from any other person or entity in connection with the Premises without the written consent of Tenant. Additionally, neither  
162 Broker nor Brokerage Firm shall be permitted to assess and receive mark-ups or other compensation for services performed by any third party  
163 or affiliated business entity unless Tenant signs a separate written consent for such services.  
164  
165 9. TENANT'S OBLIGATIONS TO BROKER. Tenant agrees to conduct all negotiations for the Lease of the Premises only through  
166 Broker, and to refer to Broker all communications received in any form from real estate brokers, prospective landlords, owners, or any other  
167 source during the Term of this Tenant Listing Contract. Tenant represents that Tenant  Is  Is Not currently a party to any agreement with  
168 any other broker to represent or assist Tenant in the location or Lease of the Premises.  
169  
170 10. COST OF SERVICES OR PRODUCTS OBTAINED FROM OUTSIDE SOURCES. Broker will not obtain or order products or  
171 services from outside sources unless Tenant has agreed to pay for them promptly when due (examples: space planning, drawings, surveys, radon  
172 tests, soil tests, title reports, engineering studies, property inspections). Neither Broker nor Brokerage Firm shall be obligated to advance funds  
173 for Tenant. Tenant shall reimburse Brokerage Firm for payments made by Brokerage Firm for such products or services authorized by Tenant.  
174  
175 11. BROKERAGE SERVICES: SHOWING PREMISES.  
176 11.1 Brokerage Services. The Broker shall provide brokerage services to Tenant. The following additional tasks shall be performed by  
177 Broker:  
178  
179  
180 11.2 Showing Properties. Tenant acknowledges that Broker has explained the possible methods used by listing brokers, landlords and  
181 sublandlords to show premises, and the limitations (if any) on Tenant and Broker being able to access premises due to such methods. Broker's  
182 limitations on accessing premises are as follows: \_\_\_\_\_. Broker, through Brokerage Firm, has access to the following multiple listing  
183 services and property information services: \_\_\_\_\_.  
184  
185 12. DISCLOSURE OF TENANT'S IDENTITY. Broker  Does  Does Not have Tenant's permission to disclose Tenant's identity to  
186 third parties without prior written consent of Tenant.  
187  
188 13. NONDISCRIMINATION. The parties agree not to discriminate unlawfully against any prospective landlord because of the race,  
189 creed, color, sex, sexual orientation, marital status, familial status, physical or mental disability, handicap, religion, national origin or ancestry of  
190 such person.  
191  
192 14. RECOMMENDATION OF LEGAL AND TAX COUNSEL. By signing this document, Tenant acknowledges that Broker has  
193 advised that this document has important legal consequences and has recommended consultation with legal and tax or other counsel before  
194 signing this Tenant Listing Contract.  
195  
196 15. MEDIATION. If a dispute arises relating to this Tenant Listing Contract, prior to or after possession of the Premises, and is not  
197 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  
198 impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the

199 dispute must agree, in writing, before any settlement is binding. The parties will jointly appoint an acceptable mediator and will share equally in  
200 the cost of such mediation. The mediation, unless otherwise agreed, shall terminate in the event the entire dispute is not resolved within 30  
201 calendar days of the date written notice requesting mediation is sent by one party to the other at the party's last known address.  
202

203 **16. ATTORNEY FEES.** In the event of arbitration or litigation relating to this Tenant Listing Contract, the arbitrator or court shall award  
204 to the prevailing party all reasonable costs and expenses, including attorney and legal fees.  
205

206 **17. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate  
207 Commission.)  
208  
209

211 **18. ATTACHMENTS.** The following are a part of this Tenant Listing Contract:  
212  
213

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

215 **19.1. Physical Delivery.** All notices must be in writing, except as provided in § 19.2. Any document, including a signed document or  
216 notice, delivered to the other party to this Tenant Listing Contract, is effective upon physical receipt. Delivery to Tenant shall be effective when  
217 physically received by Tenant, any signator on behalf of Tenant, any named individual of Tenant or representative of Tenant.

218 **19.2. Electronic Delivery.** As an alternative to physical delivery, any document, including a signed document or written notice may  
219 be delivered in electronic form only by the following indicated methods:  Facsimile  Email  Internet  No Electronic Delivery.  
220 Documents with original signatures shall be provided upon request of any party.

221 **19.3. Choice of Law.** This Tenant Listing Contract and all disputes arising hereunder shall be governed by and construed in  
222 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  
223 located in Colorado.  
224

225 **20. MODIFICATION OF THIS CONTRACT.** No subsequent modification of any of the terms of this Tenant Listing Contract shall be  
226 valid, binding upon the parties, or enforceable unless in writing and signed by the parties.  
227

228 **21. COUNTERPARTS.** If more than one person is named as a Tenant herein, this Tenant Listing Contract may be executed by each  
229 Tenant, separately, and when so executed, such copies taken together with one executed by Broker on behalf of Brokerage Firm shall be deemed  
230 to be a full and complete contract between the parties.  
231

232 **22. ENTIRE AGREEMENT.** This agreement constitutes the entire contract between the parties and any prior agreements, whether oral or  
233 written, have been merged and integrated into this Tenant Listing Contract.  
234

235 **23. COPY OF CONTRACT.** Tenant acknowledges receipt of a copy of this Tenant Listing Contract signed by Broker, including all  
236 attachments.  
237

238 Brokerage Firm authorizes Broker to execute this Tenant Listing Contract on behalf of Brokerage Firm.  
239

Date: \_\_\_\_\_ Date: \_\_\_\_\_  
Tenant's Name: \_\_\_\_\_ Broker's Name: \_\_\_\_\_

\_\_\_\_\_  
Tenant'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: \_\_\_\_\_

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