

1 The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
2 (ETC59-8-10) (Mandatory 1-11)

3
4 **THIS IS A BINDING CONTRACT. THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD**
5 **CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.**

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

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

10
11 **EXCLUSIVE TENANT LISTING CONTRACT**

12 **TENANT AGENCY** **TRANSACTION-BROKERAGE**

13
14 Date: _____

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

17 **2. BROKER AND BROKERAGE FIRM.**

18 **2.1. Multiple-Person Firm.** If this box is checked, the individual designated by Brokerage Firm to serve as the broker of
19 Tenant and to perform the services for Tenant required by this Tenant Listing Contract is called Broker. If more than one
20 individual is so designated, then references in this Tenant Listing Contract to Broker shall include all persons so designated,
21 including substitute or additional brokers. The brokerage relationship exists only with Broker and does not extend to the
22 employing broker, Brokerage Firm or to any other brokers employed or engaged by Brokerage Firm who are not so designated.

23 **2.2. One-Person Firm.** If this box is checked, Broker is a real estate brokerage firm with only one licensed natural person.
24 References in this Tenant Listing Contract to Broker or Brokerage Firm mean both the licensed natural person and brokerage firm,
25 who serve as the broker of Tenant and perform the services for Tenant required by this Tenant Listing Contract.

26 **3. DEFINED TERMS.**

27 **3.1. Tenant:** _____
28 and any other person or entity on whose behalf the named party acts, directly or indirectly, to Lease the Premises.

29 **3.2. Brokerage Firm:** _____

30 **3.3. Broker:** _____

31 **3.4. Premises.** Premises means real estate which substantially meets the following requirements or similar real estate
32 acceptable to Tenant:

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35
36 **3.5. Lease.**

37 **3.5.1.** Lease of the Premises or Lease means any lease of an interest in the Premises.

38 **3.5.2.** If this box is checked, Tenant authorizes Broker to negotiate a purchase of the Premises. Purchase of the
39 Premises or Purchase means the acquisition of any interest in the Premises or the creation of the right to acquire any interest in the
40 Premises (including a contract or lease). It also includes an agreement to acquire any ownership interest in an entity that owns the
41 Premises.

42 **3.6. Term.** The Term of this Tenant Listing Contract shall begin on _____, and shall continue through
43 the earlier of (1) completion of the Lease of the Premises or purchase of the Premises or (2) _____.
44 Broker shall continue to assist in the completion of any lease or purchase for which compensation is payable to Brokerage Firm
45 under § 7 of this Tenant Listing Contract.

46 **3.7. Applicability of Terms.** A check or similar mark in a box means that such provision is applicable. The abbreviation
47 "N/A" or the word "Deleted" means not applicable. The abbreviation "MEC" (mutual execution of this contract) means the date
48 upon which both parties have signed this Tenant Listing Contract. For purposes of this agreement, "landlord" includes sublandlord
49 and "tenant" includes subtenant.

50 **3.8. Day; Computation of Period of Days, Deadline.**

51 **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.,
52 United States Mountain Time (Standard or Daylight Savings as applicable).

53 **3.8.2. Computation of Period of Days, Deadline.** In computing a period of days, when the ending date is not
54 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,
55 Sunday or federal or Colorado state holiday (Holiday), such deadline **Shall** **Shall Not** be extended to the next day that is
56 not a Saturday, Sunday or Holiday. Should neither box be checked, the deadline shall not be extended.

57 **4. BROKERAGE RELATIONSHIP.**

58 **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
59 Agent). If the Transaction-Brokerage box at the top of page 1 is checked, Broker shall act as a Transaction-Broker.

60 **4.2. In-Company Transaction – Different Brokers.** When the landlord and Tenant in a transaction are working with
61 different brokers, those brokers continue to conduct themselves consistent with the brokerage relationships they have established.
62 Tenant acknowledges that Brokerage Firm is allowed to offer and pay compensation to brokers within Brokerage Firm working
63 with a landlord.

64 **4.3. In-Company Transaction – One Broker.** If the landlord and Tenant are both working with the same broker, Broker
65 shall function as:

66 **4.3.1. Tenant’s Agent.** If the Tenant Agency box at the top of page 1 is checked, the parties agree the following
67 applies:

68 **4.3.1.1. Tenant Agency Only.** Unless the box in § 4.3.1.2 (**Tenant Agency Unless Brokerage Relationship**
69 **with Both**) is checked, Broker shall represent Tenant as Tenant’s Agent and shall treat the landlord as a customer. A customer is a
70 party to a transaction with whom Broker has no brokerage relationship. Broker shall disclose to such customer Broker’s
71 relationship with Tenant.

72 **4.3.1.2. Tenant Agency Unless Brokerage Relationship with Both.** If this box is checked, Broker shall
73 represent Tenant as Tenant’s Agent and shall treat the landlord as a customer, unless Broker currently has or enters into an agency
74 or Transaction-Brokerage relationship with the landlord, in which case Broker shall act as a Transaction-Broker.

75 **4.3.2. Transaction-Broker.** If the Transaction-Brokerage box at the top of page 1 is checked, or in the event neither
76 box is checked, Broker shall work with Tenant as a Transaction-Broker. A Transaction-Broker shall perform the duties described
77 in § 5 and facilitate lease transactions without being an advocate or agent for either party. If the landlord and Tenant are working
78 with the same broker, Broker shall continue to function as a Transaction-Broker.

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

81 **5.1.** Broker shall exercise reasonable skill and care for Tenant, including but not limited to the following:

82 **5.1.1.** Performing the terms of any written or oral agreement with Tenant;

83 **5.1.2.** Presenting all offers to and from Tenant in a timely manner regardless of whether Tenant is already a party to
84 a written agreement to Lease the Premises;

85 **5.1.3.** Disclosing to Tenant adverse material facts actually known by Broker;

86 **5.1.4.** Advising Tenant regarding the transaction and advising Tenant to obtain expert advice as to material matters
87 about which Broker knows but the specifics of which are beyond the expertise of Broker;

88 **5.1.5.** Accounting in a timely manner for all money and property received; and

89 **5.1.6.** Keeping Tenant fully informed regarding the transaction.

90 **5.2.** Broker shall not disclose the following information without the informed consent of Tenant:

91 **5.2.1.** That Tenant is willing to pay more than the offered lease rate for the Premises;

92 **5.2.2.** What Tenant’s motivating factors are;

93 **5.2.3.** That Tenant will agree to Lease terms other than those offered;

94 **5.2.4.** Any material information about Tenant unless disclosure is required by law or failure to disclose such
95 information would constitute fraud or dishonest dealing; or

96 **5.2.5.** Any facts or suspicions regarding circumstances that could psychologically impact or stigmatize the Premises.

97 **5.3.** Tenant consents to Broker’s disclosure of Tenant’s confidential information to the supervising broker or designee for
98 the purpose of proper supervision, provided such supervising broker or designee shall not further disclose such information
99 without consent of Tenant, or use such information to the detriment of Tenant.

100 **5.4.** Broker may show premises in which Tenant is interested to other prospective tenants without breaching any duty or
101 obligation to Tenant. Broker not shall be prohibited from showing competing tenants the same premises and from assisting
102 competing tenants in attempting to lease a particular premises.

103 **5.5.** Broker shall not be obligated to seek other premises while Tenant is already a party to a lease or letter of intent to lease.

104 **5.6.** Broker has no duty to conduct an independent inspection of the Premises for the benefit of Tenant and has no duty to
105 independently verify the accuracy or completeness of statements made by a landlord or independent inspectors. Broker has no duty

106 to conduct an independent investigation of Tenant's financial condition or to verify the accuracy or completeness of any statement
107 made by Tenant.

108 **5.7.** Broker shall disclose to any prospective landlord all adverse material facts actually known by Broker, including but not
109 limited to adverse material facts concerning Tenant's financial ability to perform the terms of the transaction.

110 **5.8.** Tenant understands that Tenant shall not be liable for Broker's acts or omissions that have not been approved, directed,
111 or ratified by Tenant.

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

114 **6.1.** Promoting the interests of Tenant with the utmost good faith, loyalty and fidelity;

115 **6.2.** Seeking lease rates and terms that are acceptable to Tenant; and

116 **6.3.** Counseling Tenant as to any material benefits or risks of a transaction that are actually known by Broker.

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

122 **Check Compensation Arrangement:**

123 **7.1. Listing Brokerage Firm, Landlord or Sublandlord May Pay. Tenant is NOT Obligated to Pay.** Broker is authorized
124 to obtain payment of the Brokerage Firm's fee from the listing brokerage firm, landlord or sublandlord. Tenant shall not be obligated
125 to pay Brokerage Firm's fee. This section shall apply to **New Premises** **Tenant's Existing Premises** **Both**.

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

130 **7.3. Tenant Will Pay.** Tenant shall be obligated to pay the Brokerage Firm's fee as described in this § 7.3.

131 **7.3.1. Success Fee.** Brokerage Firm shall be paid by Tenant as follows:

132 **7.3.1.1. Amount.** \$ _____ **Per Square Foot** per _____, up to a maximum of _____;
133 or _____.

134 **7.3.1.2.** _____% of the **Net** **Gross** amount of rent payable under the lease up to a maximum of
135 _____.

136 **7.3.1.3. Adjusted Amount.** **See Section 17. Additional Provisions** or **Other** _____.

137 **7.3.1.4. When Earned.** The Success Fee is earned by the Brokerage Firm upon the execution of the Lease.

138 One-half of this fee shall be paid upon the execution of the Lease and one-half upon possession of the Premises by Tenant or as
139 follows: _____.

140 **7.3.2. Hourly Fee.** Brokerage Firm shall be paid \$ _____ per hour for time spent by Broker pursuant to this
141 Tenant Listing Contract, up to a maximum total fee of \$ _____. This hourly fee shall be paid to Brokerage Firm upon
142 receipt of an invoice from Brokerage Firm.

143 **7.3.3. Retainer Fee.** Tenant shall pay Brokerage Firm a nonrefundable retainer fee of \$ _____ due and payable
144 upon signing of this Tenant Listing Contract. This amount **Shall** **Shall Not** be credited against other fees payable to
145 Brokerage Firm under this section.

146 **7.3.4. Other Compensation.** _____

147 If no box is checked above, then § 7.3. (Tenant Will Pay) shall apply.

148 **7.3.5. Fee for Extension or Renewal.** If the Lease, executed after the date of this Tenant Listing Contract, contains an
149 option to extend or renew, Brokerage Firm **Shall** **Shall Not** be paid a fee upon exercise of such extension or renewal
150 option. If Brokerage Firm is to be paid a fee for such extension or renewal, the amount of such fee and its payment shall be as
151 follows: _____.

152 **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
153 entire fee from listing brokerage firm or seller, Tenant shall pay Brokerage Firm a fee equal to the greater of \$ _____ or
154 _____% of the purchase price for the Premises, less any amounts paid by the listing brokerage firm or seller, payable upon delivery
155 of deed.

156 **7.5. Holdover Period.** Brokerage Firm's fee shall apply to Premises leased (or purchased if § 3.5.2 is checked) during the
157 Term of this Tenant Listing Contract or any extensions and shall also apply to Premises leased or purchased within _____ calendar
158 days after this Tenant Listing Contract expires or is terminated (Holdover Period) (1) if the Premises is one on which Broker
159 negotiated and (2) if Broker submitted its address or other description in writing to Tenant during the Term, (Submitted Premises).
160 Provided, however, Tenant **Shall** **Shall Not** owe the compensation under §§ 7.3.1, 7.3.2, 7.3.4 and 7.4 as indicated, if a
161 commission is earned by another real estate brokerage firm acting pursuant to an exclusive agreement with Tenant entered into

162 during the Holdover Period, and a Lease or Sale of the Submitted Premises is consummated. If no box is checked above in this §
163 7.5, then Tenant shall not owe the commission to Brokerage Firm.

164 **8. LIMITATION ON THIRD-PARTY COMPENSATION.** Neither Broker nor Brokerage Firm, except as set forth in § 7,
165 shall accept compensation from any other person or entity in connection with the Premises without the written consent of Tenant.
166 Additionally, neither Broker nor Brokerage Firm shall be permitted to assess and receive mark-ups or other compensation for
167 services performed by any third party or affiliated business entity unless Tenant signs a separate written consent for such services.

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

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

177 **11. BROKERAGE SERVICES: SHOWING PREMISES.**

178 **11.1. Brokerage Services.** The Broker shall provide brokerage services to Tenant. The following additional tasks shall be
179 performed by Broker:

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183 **11.2. Showing Premises.** Tenant acknowledges that Broker has explained the possible methods used by listing brokers,
184 landlords and sublandlords to show premises, and the limitations (if any) on Tenant and Broker being able to access premises due
185 to such methods. Broker's limitations on accessing premises are as follows: _____.
186 Broker, through Brokerage Firm, has access to the following multiple listing services and property information services:

187

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

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

193 **14. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this document, Tenant acknowledges that Broker
194 has advised that this document has important legal consequences and has recommended consultation with legal and tax or other
195 counsel before signing this Tenant Listing Contract.

196 **15. MEDIATION.** If a dispute arises relating to this Tenant Listing Contract, prior to or after possession of the Premises, and is
197 not resolved, the parties shall first proceed in good faith to submit the matter to mediation. Mediation is a process in which the
198 parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose
199 binding decisions. The parties to the dispute must agree, in writing, before any settlement is binding. The parties will jointly
200 appoint an acceptable mediator and will share equally in the cost of such mediation. The mediation, unless otherwise agreed, shall
201 terminate in the event the entire dispute is not resolved within 30 calendar days of the date written notice requesting mediation is
202 delivered by one party to the other at the party's last known address.

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

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

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

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

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

221 **19.2. Electronic Delivery.** As an alternative to physical delivery, any document, including a signed document or written
222 notice may be delivered in electronic form only by the following indicated methods: **Facsimile** **Email** **Internet**
223 **No Electronic Delivery.** Documents with original signatures shall be provided upon request of any party.

224 **19.3. Choice of Law.** This Tenant Listing Contract and all disputes arising hereunder shall be governed by and construed in
225 accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in this state
226 for property located in Colorado.

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

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

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

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

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

Tenant's Name: _____ Broker's Name: _____

Tenant's Signature Date Broker's Signature Date

Address: _____ Address: _____

Phone No.: _____ Phone No.: _____

Fax No: _____ Fax No: _____

Electronic Address: _____ Electronic Address: _____

Brokerage
Firm's Name: _____
Address: _____

Phone No.: _____

Fax No.: _____

Electronic Address: _____

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