



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

51 **3.8.1. Day.** As used in this Landlord Listing Contract, the term “day” shall mean the entire day ending at 11:59  
52 p.m., 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 Landlord Agency box at the top of page 1 is checked, Broker shall represent Landlord as a Landlord’s limited agent  
59 (Landlord’s 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 Landlord and tenant in a transaction are working with different  
61 brokers, those brokers continue to conduct themselves consistent with the brokerage relationships they have established. Landlord  
62 acknowledges that Brokerage Firm is allowed to offer and pay compensation to brokers within Brokerage Firm working with a tenant.

63 **4.3. In-Company Transaction – One Broker.** If Landlord and tenant are both working with the same broker, Broker shall  
64 function as:

65 **4.3.1. Landlord’s Agent.** If the Landlord Agency box at the top of page 1 is checked, the parties agree the following  
66 applies:

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

71  **4.3.1.2. Landlord Agency Unless Brokerage Relationship with Both.** If this box is checked, Broker shall  
72 represent Landlord as Landlord’s Agent and shall treat the tenant as a customer, unless Broker currently has or enters into an  
73 agency or Transaction-Brokerage relationship with the tenant, in which case Broker shall act as a Transaction-Broker.

74 **4.3.2. Transaction-Broker.** If the Transaction-Brokerage box at the top of page 1 is checked, or in the event neither  
75 box is checked, Broker shall work with Landlord as a Transaction-Broker. A Transaction-Broker shall perform the duties  
76 described in § 5 and facilitate lease transactions without being an advocate or agent for either party. If Landlord and tenant are  
77 working with the same broker, Broker shall continue to function as a Transaction-Broker.

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

80 **5.1.** Broker shall exercise reasonable skill and care for Landlord, including, but not limited to the following:

81 **5.1.1.** Performing the terms of any written or oral agreement with Landlord;

82 **5.1.2.** Presenting all offers to and from Landlord in a timely manner regardless of whether the Premises is subject to  
83 a lease or letter of intent to lease;

84 **5.1.3.** Disclosing to Landlord adverse material facts actually known by Broker;

85 **5.1.4.** Advising Landlord regarding the transaction and advising Landlord to obtain expert advice as to material  
86 matters about which Broker knows but the specifics of which are beyond the expertise of Broker;

87 **5.1.5.** Accounting in a timely manner for all money and property received; and

88 **5.1.6.** Keeping Landlord fully informed regarding the transaction.

89 **5.2.** Broker shall not disclose the following information without the informed consent of Landlord:

90 **5.2.1.** That Landlord is willing to accept less than the asking lease rate for the Premises;

91 **5.2.2.** What the motivating factors are for Landlord to lease the Premises;

92 **5.2.3.** That Landlord will agree to Lease terms other than those offered;

93 **5.2.4.** Any material information about Landlord unless disclosure is required by law or failure to disclose such  
94 information would constitute fraud or dishonest dealing; or

95 **5.2.5.** Any facts or suspicions regarding circumstances that could psychologically impact or stigmatize the Premises.

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

99 **5.4.** Brokerage Firm may have agreements with other landlords to market and lease their premises. Broker may show  
100 alternative properties not owned by Landlord to other prospective tenants and list competing properties for lease.

101 **5.5.** Broker shall not be obligated to seek additional offers to lease the Premises while the Premises is subject to a lease or  
102 letter of intent to lease.

103 **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  
104 independently verify the accuracy or completeness of statements made by Landlord or independent inspectors. Broker has no duty  
105 to conduct an independent investigation of a tenant’s financial condition or to verify the accuracy or completeness of any statement  
106 made by a tenant.

107 5.7. Landlord understands that Landlord shall not be liable for Broker's acts or omissions that have not been approved,  
108 directed, or ratified by Landlord.

109 5.8. When asked, Broker  Shall  Shall Not disclose to prospective tenants and cooperating brokers the existence of  
110 offers on the Premises and whether the offers were obtained by Broker, a broker within Brokerage Firm or by another broker.

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

113 6.1. Promoting the interests of Landlord with the utmost good faith, loyalty and fidelity;

114 6.2. Seeking lease rates and terms that are set forth in this Landlord Listing Contract; and

115 6.3. Counseling Landlord as to any material benefits or risks of a transaction that are actually known by Broker.

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

120 7.1. **Amount.** In consideration of the services to be performed by Broker, Landlord agrees to pay Brokerage Firm as follows:

121 7.1.1. **Lease Commission.** (1) \_\_\_\_\_% of the gross rent under the Lease, or (2) \_\_\_\_\_,  
122 in U.S. dollars.

123 7.1.2. **Sales Commission.** If the box in § 3.5.2 is checked, Brokerage Firm shall be paid a fee equal to (1) \_\_\_\_\_ %  
124 of the gross purchase price or (2) \_\_\_\_\_, in U.S. dollars, payable only upon  
125 Broker procuring the buyer and upon delivery of deed.

126 7.2. **When Earned.** Such commission shall be earned upon the occurrence of any of the following:

127 7.2.1. Any Lease of the Premises within the Listing Period by Landlord, by Broker or by any other person;

128 7.2.2. Broker finding a tenant who is ready, willing and able to complete the lease or sale as specified in this Landlord  
129 Listing Contract; or

130 7.2.3. Any Lease (or Sale if § 3.5.2 is checked) of the Premises within \_\_\_\_\_ calendar days subsequent to the  
131 expiration of the Listing Period (Holdover Period) (1) to anyone with whom Broker negotiated and (2) whose name was submitted, in  
132 writing, to Landlord by Broker during the Listing Period, including any extensions thereof, (Submitted Prospect). Provided, however,  
133 Landlord  Shall  Shall Not owe the commission to Brokerage Firm under this § 7.2.3 if a commission is earned by another  
134 licensed real estate brokerage firm acting pursuant to an exclusive agreement entered into during the Holdover Period and a Lease  
135 or Sale to a Submitted Prospect is consummated. If no box is checked above in this § 7.2.3, then Seller shall not owe the  
136 commission to Brokerage Firm.

137 7.3. **When Applicable and Payable.** The commission obligation shall apply to a Lease made during the Listing Period or  
138 any extension of such original or extended term. The commission described in § 7.1.1 shall be payable upon execution of the Lease  
139 or possession, whichever occurs first, or \_\_\_\_\_, as contemplated by § 7.2.1 or § 7.2.3, or  
140 upon fulfillment of § 7.2.2 where either the offer was made by such tenant is defeated by Landlord or by the refusal or neglect of  
141 Landlord to consummate the Lease as agreed upon.

142 7.4. **Extensions/Renewals/Expansion.** Broker  Shall  Shall Not be paid a fee as follows:

143 7.4.1.  **Option to Extend or Renew.** If this box is checked and Tenant exercises an option to extend or renew  
144 under the lease, Broker shall be paid a fee in the amount of \$\_\_\_\_\_, payable upon  the Exercise of such option  
145  Upon the Commencement of such option  \_\_\_\_\_.

146 7.4.2.  **Expansion.** If this box is checked and Tenant expands into additional space within the building or  
147 complex, Broker shall be paid a fee in the amount of \$\_\_\_\_\_, payable upon  the Exercise by tenant of such right  
148 to expand the Premises  Upon the Commencement of any such expansion term of the Lease  \_\_\_\_\_.

149 7.5 **Other Compensation.** \_\_\_\_\_

150 7.6. **Cooperative Broker Compensation.** Broker shall seek assistance from and Brokerage Firm offers compensation to  
151 outside brokerage firms, whose broker is acting as:

152  **Tenant Agents:** \_\_\_\_\_, in U.S. dollars.

153  **Transaction-Brokers:** \_\_\_\_\_, in U.S. dollars.

154 8. **LIMITATION ON THIRD-PARTY COMPENSATION.** Neither Broker nor the Brokerage Firm, except as set forth in  
155 § 7, shall accept compensation from any other person or entity in connection with the Premises without the written consent of  
156 Landlord. Additionally, neither Broker nor Brokerage Firm shall assess or receive mark-ups or other compensation for services  
157 performed by any third party or affiliated business entity unless Landlord signs a separate written consent.

158 9. **OTHER BROKERS' ASSISTANCE, MULTIPLE LISTING SERVICES AND MARKETING.** Landlord has been  
159 advised by Broker of the advantages and disadvantages of various marketing methods, including advertising and the use of  
160 multiple listing services (MLS) and various methods of making the Premises accessible by other brokerage firms (e.g., using lock

161 boxes, by-appointment-only showings, etc.), and whether some methods may limit the ability of another broker to show the  
162 Premises. After having been so advised, Landlord has chosen the following (check all that apply):

163 **9.1. MLS/Information Exchange.**

164 **9.1.1.** The Premises  **Shall**  **Shall Not** be submitted to one or more MLS and  **Shall**  **Shall Not** be  
165 submitted to one or more property information exchanges. If submitted, Landlord authorizes Broker to provide timely notice of  
166 any status change to such MLS and information exchanges. Upon consummation of a transaction, Landlord authorizes Broker to  
167 provide lease information to such MLS and information exchanges.

168 **9.1.2.** Landlord authorizes the use of electronic and all other marketing methods except: \_\_\_\_\_.

169 **9.1.3.** Landlord further authorizes use of the data by MLS and property information exchanges, if any.

170 **9.1.4.** The Premises Address  **Shall**  **Shall Not** be displayed on the Internet.

171 **9.1.5.** The Premises Listing  **Shall**  **Shall Not** be displayed on the Internet.

172 **9.2. Property Access.** Access to the Premises may be by:

173  Lock Box

174  \_\_\_\_\_

175 Other instructions: \_\_\_\_\_

176 **9.3. Broker Marketing.** The following specific marketing tasks shall be performed by Broker:

177  
178  
179 **9.4. Brokerage Services.** The Broker shall provide brokerage services to Landlord.

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

181 **10.1. Negotiations and Communication.** Landlord agrees to conduct all negotiations for the Lease of the Premises only  
182 through Broker, and to refer to Broker all communications received in any form from real estate brokers, prospective tenants,  
183 buyers, or any other source during the Listing Period of this Landlord Listing Contract.

184 **10.2. Advertising.** Landlord agrees that any advertising of the Premises by Landlord (e.g., Internet, print and signage) shall  
185 first be approved by Broker.

186 **10.3. No Existing Listing Agreement.** Landlord represents that Landlord  **Is**  **Is Not** currently a party to any listing  
187 agreement with any other broker to Lease the Premises.

188 **10.4. Ownership of Materials and Consent.** Landlord represents that all materials (including all photographs, renderings,  
189 images or other creative items) supplied to Broker by or on behalf of Landlord are owned by Landlord, except as Landlord has  
190 disclosed in writing to Broker. Landlord is authorized to and grants to Broker, Brokerage Firm and any MLS (that Broker submits  
191 the Premises to) a nonexclusive irrevocable, royalty-free license to use such material for marketing of the Premises, reporting as  
192 required and the publishing, display and reproduction of such material, compilation and data. This license shall survive the  
193 termination of this Landlord Listing Contract.

194 **10.5. Required Information to County Assessor.** Landlord consents that Broker may supply certain information to the  
195 county assessor if the Premises is residential and is furnished.

196 **11. RENTAL RATE AND TERMS.** The following Rental Rate and Terms are acceptable to Landlord:

197 **11.1. Rental Rate.** U.S. \$ \_\_\_\_\_

198 **11.2. Minimum Amount of Security Deposit.** U.S. \$ \_\_\_\_\_.

199 **11.3. Other Terms.**

200  
201  
202 **12. DEPOSITS.** Brokerage Firm is authorized to accept security deposits received by Broker pursuant to a proposed Lease.  
203 Brokerage Firm is authorized to deliver the security deposit to the Premises manager, if any, upon the execution of the Lease.

204 **13. INCLUSIONS AND EXCLUSIONS.**

205 **13.1. Inclusions.**

206 **13.1.1.** The Lease includes the following items (Inclusions):

207  
208  
209 The Inclusions shall be leased by Landlord to tenant, all in their present condition.

210 **13.1.2. Parking and Storage Facilities.** The following parking facilities: \_\_\_\_\_, and the  
211 following storage facilities: \_\_\_\_\_.

212 **13.2. Exclusions.** The following are excluded (Exclusions):

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

220 **15. POSSESSION.** Possession of the Premises shall be delivered to tenant as follows: \_\_\_\_\_.

221 **16. MATERIAL DEFECTS, DISCLOSURES AND INSPECTION.**

222 **16.1. Broker's Obligations.** Colorado law requires a broker to disclose to any prospective tenant all adverse material facts  
223 actually known by such broker including but not limited to adverse material facts pertaining to the title to the Premises and the  
224 physical condition of the Premises, any material defects in the Premises, and any environmental hazards affecting the Premises  
225 which are required by law to be disclosed. These types of disclosures may include such matters as structural defects, soil conditions,  
226 violations of health, zoning or building laws, and nonconforming uses and zoning variances. Landlord agrees that any tenant may  
227 have the Premises and Inclusions inspected and authorizes Broker to disclose any facts actually known by Broker about the Premises.

228 **16.2. Landlord's Obligations.**

229 **16.2.1. Landlord's Premises Disclosure Form.** A landlord is not required by law to provide any particular disclosure  
230 form. However, disclosure of known material latent (not obvious) defects is required by law. Landlord  **Agrees**  **Does Not**  
231 **Agree** to provide a written disclosure of adverse matters regarding the Premises completed to Landlord's current, actual knowledge.

232 **16.2.2. Lead-Based Paint.** Unless exempt, if the improvements on the Premises include one or more residential  
233 dwellings for which a building permit was issued prior to January 1, 1978, a completed Lead-Based Paint Disclosure (Rental) form  
234 must be signed by Landlord and the real estate licensees, and given to any potential tenant in a timely manner.

235 **16.2.3. Carbon Monoxide Alarms.** Note: If the improvements on the Premises have a fuel-fired heater or appliance, a  
236 fireplace, or an attached garage and one or more rooms lawfully used for sleeping purposes (Bedroom), Landlord understands that  
237 Colorado law requires that Landlord assure the Premises has an operational carbon monoxide alarm installed within fifteen feet of the  
238 entrance to each Bedroom or in a location as required by the applicable building code, prior to offering the Premises for lease or sale.

239 **16.3. Right of Broker to Terminate.** Although Broker has no obligation to investigate or inspect the Premises, and no duty  
240 to verify statements made, Broker shall have the right to terminate this Landlord Listing Contract if the physical condition of the  
241 Premises, Inclusions, any proposed or existing transportation project, road, street or highway, or any other activity, odor or noise  
242 (whether on or off the Premises) and its effect or expected effect on the Premises, or if any facts or suspicions regarding  
243 circumstances that could psychologically impact or stigmatize the Premises are unsatisfactory to Broker.

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

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

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

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

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

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

269 **23. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate  
270 Commission.)  
271  
272

273 **24. ATTACHMENTS.** The following are a part of this Landlord Listing Contract:  
274  
275

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

278 **26. NOTICE, DELIVERY AND CHOICE OF LAW.**

279 **26.1. Physical Delivery.** All notices must be in writing, except as provided in § 26.2. Any document, including a signed  
280 document or notice, delivered to the other party to this Landlord Listing Contract, is effective upon physical receipt. Delivery to  
281 Landlord shall be effective when physically received by Landlord, any signator on behalf of Landlord, any named individual of  
282 Landlord or representative of Landlord.

283 **26.2. Electronic Delivery.** As an alternative to physical delivery, any document, including a signed document or written notice,  
284 may be delivered in electronic form only by the following indicated methods:  Facsimile  Email  Internet  No  
285 **Electronic Delivery.** Documents with original signatures shall be provided upon request of any party.

286 **26.3. Choice of Law.** This Landlord Listing Contract and all disputes arising hereunder shall be governed by and construed  
287 in accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in this  
288 state for property located in Colorado.

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

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

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

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

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

Landlord's Name: \_\_\_\_\_ Broker's Name: \_\_\_\_\_

\_\_\_\_\_  
Landlord'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: \_\_\_\_\_