

1 The printed portions of this form, except differentiated additions, have been approved by the Colorado
2 Real Estate Commission. (LC57-4-05)
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4
5 **THIS IS A BINDING CONTRACT. THIS FORM HAS IMPORTANT LEGAL**
6 **CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER**
7 **COUNSEL BEFORE SIGNING.**

8 Compensation charged by real estate brokerage firms is not set by law. Such charges are established by
9 each real estate brokerage firm.

10
11 **DIFFERENT BROKERAGE RELATIONSHIPS ARE AVAILABLE WHICH INCLUDE**
12 **LANDLORD AGENCY, TENANT AGENCY, SELLER AGENCY, BUYER AGENCY OR**
13 **TRANSACTION-BROKERAGE.**

14
15 **EXCLUSIVE RIGHT-TO-LEASE LISTING CONTRACT**
16 **(FOR ALL TYPES OF PREMISES)**
17

18
19 **LANDLORD AGENCY** **TRANSACTION-BROKERAGE**
20

21 Date: _____
22

23 **1. AGREEMENT.** Landlord and Brokerage Firm enter into this exclusive, irrevocable contract as
24 of the date set forth above.
25

26 **2. BROKER AND BROKERAGE FIRM.**
27

28 **a. Multiple-Person Firm.** If this box is checked, the individual designated by Brokerage
29 Firm to serve as the broker of Landlord and to perform the services for Landlord required by this
30 contract is called Broker. If more than one individual is so designated, then references in this contract to
31 Broker shall include all persons so designated, including substitute or additional brokers. The brokerage
32 relationship exists only with Broker and does not extend to the employing broker, Brokerage Firm or to
33 any other brokers employed or engaged by Brokerage Firm who are not so designated.
34

35 **b. One-Person Firm.** If this box is checked, Broker is a real estate brokerage firm with
36 only one licensed natural person. References in this contract to Broker or Brokerage Firm mean both the
37 licensed natural person and brokerage firm who shall serve as the broker of Landlord and perform the
38 services for Landlord required by this contract.
39

40 **3. DEFINED TERMS.**
41

42 **a. Landlord:** _____
43

44 **b. Brokerage Firm:** _____
45

46 **c. Broker:** _____
47

48 **d. Premises.** The Premises is the following legally described real estate:

49
50
51 in the County of _____, Colorado,
52 commonly known as No. _____

53 Street Address City State Zip
54 together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant
55 thereto, all interest of owner of the Premises (Owner) in vacated streets and alleys adjacent thereto, if
56 applicable, except as herein excluded.

57
58 **e. Lease.**

59
60 (1) "Lease of the Premises" or "Lease" means any lease of an interest in the Premises.

61
62 (2) If this box is checked, Landlord, who represents to Broker that Landlord has the right
63 and authority from Owner, authorizes Broker to negotiate the sale of the Premises. "Sale of the
64 Premises" or "Sale" means the voluntary transfer or exchange of any interest in the Premises or the
65 voluntary creation of the right to acquire any interest in the Premises. It also includes an agreement to
66 transfer any ownership interest in an entity which owns the Premises.

67
68 **f. Listing Period.** The Listing Period of this contract shall begin on _____, and
69 shall continue through the earlier of (1) completion of the Lease of the Premises or (2) _____
70 _____. Broker shall continue to assist in the completion of any transaction for
71 which compensation is payable to Brokerage Firm under § 14 of this contract.

72
73 **g. Applicability of Terms.** A check or similar mark in a box means that such provision is
74 applicable. The abbreviation "N/A" means not applicable. The abbreviation "MEC" (mutual execution
75 of this contract) means the latest date upon which both parties have signed this contract. For purposes of
76 this agreement, "landlord" includes sublandlord and "tenant" includes subtenant.

77
78 **4. BROKERAGE SERVICES AND DUTIES.** Brokerage Firm, acting through Broker, shall
79 provide brokerage services to Landlord. The Broker, acting as either a Transaction-Broker or a
80 Landlord's Agent, shall perform the following **Uniform Duties** when working with Landlord:

81
82 **a.** Broker shall exercise reasonable skill and care for Landlord, including, but not limited to
83 the following:

- 84 (1) Performing the terms of any written or oral agreement with Landlord;
 - 85 (2) Presenting all offers to and from Landlord in a timely manner regardless of
86 whether the Premises is subject to a lease or letter of intent to lease;
 - 87 (3) Disclosing to Landlord adverse material facts actually known by Broker;
 - 88 (4) Advising Landlord regarding the transaction and to obtain expert advice as to
89 material matters about which Broker knows but the specifics of which are beyond
90 the expertise of Broker;
 - 91 (5) Accounting in a timely manner for all money and property received; and
 - 92 (6) Keeping Landlord fully informed regarding the transaction.
- 93

94 **b.** Broker shall not disclose the following information without the informed consent of
95 Landlord:

- 96 (1) That Landlord is willing to accept less than the asking lease rate for the Premises;
97 (2) What the motivating factors are for Landlord to lease the Premises;
98 (3) That Landlord will agree to Lease terms other than those offered;
99 (4) Any material information about Landlord unless disclosure is required by law or
100 failure to disclose such information would constitute fraud or dishonest dealing;
101 or
102 (5) Any facts or suspicions regarding circumstances that could psychologically
103 impact or stigmatize the Premises.
104

105 **c.** Landlord consents to Broker's disclosure of Landlord's confidential information to the
106 supervising broker or designee for the purpose of proper supervision, provided such supervising broker
107 or designee shall not further disclose such information without consent of Landlord, or use such
108 information to the detriment of Landlord.
109

110 **d.** Brokerage Firm may have agreements with other landlords to market and lease their
111 premises. Broker may show alternative properties not owned by Landlord to other prospective tenants
112 and list competing properties for lease.
113

114 **e.** Broker shall not be obligated to seek additional offers to lease the Premises while the
115 Premises is subject to a lease or letter of intent to lease.
116

117 **f.** Broker has no duty to conduct an independent inspection of the Premises for the benefit
118 of a tenant and has no duty to independently verify the accuracy or completeness of statements made by
119 Landlord or independent inspectors. Broker has no duty to conduct an independent investigation of a
120 tenant's financial condition or to verify the accuracy or completeness of any statement made by a tenant.
121

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

125 **5. ADDITIONAL DUTIES OF LANDLORD'S AGENT.** If the Landlord Agency box at the top
126 of Page 1 is checked, Broker is a limited agent of Landlord (Landlord's Agent), with the following
127 additional duties:
128

129 **a.** Promoting the interests of Landlord with the utmost good faith, loyalty and fidelity.
130

131 **b.** Seeking lease rates and terms that are acceptable to Landlord.
132

133 **c.** Counseling Landlord as to any material benefits or risks of a transaction that are actually
134 known by Broker.
135

136 **6. BROKERAGE RELATIONSHIP.**
137

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

141
142 b. **In-Company Transaction – Different Brokers.** When 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. Landlord acknowledges that Brokerage Firm is
145 allowed to offer and pay compensation to brokers within Brokerage Firm working with a tenant.

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

149
150 (1) **LANDLORD'S AGENT.** If the Landlord Agency box at the top of page 1 is
151 checked, the parties agree the following applies:

152
153 **Check One Box Only**

154
155 (a) **Landlord Agency.** If this box is checked, Broker shall represent Landlord as
156 Landlord's Agent and shall treat the tenant 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 Landlord.

159
160 (b) **Landlord Agency Unless Brokerage Relationship with Both.** If this box is
161 checked, Broker shall represent Landlord as Landlord's Agent and shall treat the tenant as a customer,
162 unless Broker currently has or enters into an agency or Transaction-Brokerage relationship with the
163 tenant, 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.

165
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 Landlord as a
168 Transaction-Broker. If Landlord and tenant are working with the same broker, Broker shall continue to
169 function as a Transaction-Broker.

170
171 7. **LANDLORD'S OBLIGATIONS TO BROKER.** Landlord agrees to conduct all negotiations
172 for the Lease of the Premises only through Broker, and to refer to Broker all communications received in
173 any form from real estate brokers, prospective tenants, buyers, or any other source during the Listing
174 Period of this contract. Landlord represents that Landlord **Is** **Is Not** currently a party to any
175 listing agreement with any other broker to Lease the Premises.

176
177 8. **RENTAL RATE AND TERMS.**

178
179 a. **Rental Rate.** U.S. \$ _____

180
181 b. **Minimum Amount of Security Deposit.** U.S. \$ _____.

182
183 c. **Other Terms.**

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

10. INCLUSIONS. The Lease includes the following items:

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

Parking and Storage Facilities. Use only of the following parking facilities: _____; and the following storage facilities: _____.

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

232 completed Lead-Based Paint Disclosure (Rental) form must be signed by Landlord, the real estate
233 licensees and given to any potential tenant in a timely manner.

234
235 **14. COMPENSATION TO BROKERAGE FIRM.** Landlord agrees that any Brokerage Firm
236 compensation that is conditioned upon the Lease of the Premises shall be earned by Brokerage Firm as
237 set forth herein without any discount or allowance for any efforts made by Landlord or by any other
238 person in connection with the Lease of the Premises.

239
240 **a. Lease Commission.** In consideration of the services to be performed by Broker,
241 Landlord agrees to pay Brokerage Firm as follows:

242
243 (1) _____ % of the gross rent under the Lease in U.S. dollars, or

244
245 (2) _____.

246
247 **b. When Earned.** Such commission shall be earned upon the happening of any of the
248 following:

249
250
251
252 **c.** This fee is payable upon execution of the Lease or possession, whichever occurs first, or
253 as follows: _____

254
255
256 **d.** If the Lease contains an option to extend or renew, Broker **Shall** **Shall Not** be
257 paid a fee for such extension or renewal. If Brokerage Firm is to be paid a fee for such extension or
258 renewal, such fee shall be paid as follows: _____

259
260 Such fee shall be due and payable upon **the Exercise** by tenant of such right to extend or
261 renew the Lease **Upon the Commencement** of any such extended or renewed term of the Lease.

262
263 **e.** If the box in § 3e(2) is checked, Brokerage Firm shall be paid a fee equal to the greater of
264 \$ _____ or _____ % of the purchase price for the Premises, payable only upon delivery of deed.

265
266 **(f)** Any Lease (or Sale if § 3e(2) is checked) of the Premises within _____ calendar days
267 subsequent to the expiration of the Listing Period (Holdover Period) to anyone with whom Broker
268 negotiated and whose name was submitted, in writing, to Landlord by Broker during the Listing Period
269 (including any extensions thereof). However, Landlord shall owe no commission to Brokerage Firm
270 under this subsection 14(f) if a commission is earned by another licensed real estate brokerage firm
271 acting pursuant to an exclusive agreement entered into during the Holdover Period.

272
273 **15. LIMITATION ON THIRD-PARTY COMPENSATION.** Neither Broker nor the Brokerage
274 Firm, except as set forth in § 14, shall accept compensation from any other person or entity in
275 connection with the Premises without the written consent of Landlord. Additionally, neither Broker nor
276 Brokerage Firm shall assess or receive mark-ups or other compensation for services performed by any
277 third party or affiliated business entity unless Landlord signs a separate written consent.

278

279 **16. OTHER BROKERS' ASSISTANCE, MULTIPLE LISTING SERVICE AND**
280 **MARKETING.** Landlord has been advised by Broker of the advantages and disadvantages of various
281 marketing methods, the use of multiple listing services and various methods of making the Premises
282 accessible by other brokerage firms (e.g., using lock boxes, by-appointment-only showings, etc.), and
283 whether some methods may limit the ability of another broker to show the Premises. After having been
284 so advised, Landlord has chosen the following (check all that apply):
285

286 **a.** The Premises:

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

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

289 Landlord authorizes the use of electronic and all other marketing methods except: _____
290

291 _____
292 Landlord further authorizes use of the data by multiple listing services and property
293 information exchanges, if any.

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

295 **Lock Box**

296 _____
297

298 Other instructions: _____
299

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

302 **Tenant Agents:** _____.

303 **Transaction-Brokers:** _____.

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

312 **18. MAINTENANCE OF THE PREMISES.** Neither Broker nor Brokerage Firm shall be
313 responsible for maintenance of the Premises nor shall they be liable for damage of any kind occurring to
314 the Premises, unless such damage shall be caused by their negligence or intentional misconduct.
315

316 **19. NONDISCRIMINATION.** The parties agree not to discriminate unlawfully against any
317 prospective tenant because of the race, creed, color, sex, marital status, national origin, familial status,
318 physical or mental handicap, religion or ancestry of such person.
319

320 **20. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this document,
321 Landlord acknowledges that Broker has advised that this document has important legal consequences
322 and has recommended consultation with legal and tax or other counsel before signing this contract.
323

324 **21. MEDIATION.** If a dispute arises relating to this contract, prior to or after possession of the
325 Premises, and is not resolved, the parties shall first proceed in good faith to submit the matter to
326 mediation. Mediation is a process in which the parties meet with an impartial person who helps to

327 resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The
328 parties to the dispute must agree before any settlement is binding. The parties will jointly appoint an
329 acceptable mediator and will share equally in the cost of such mediation. The mediation, unless
330 otherwise agreed, shall terminate in the event the entire dispute is not resolved within 30 calendar days
331 of the date written notice requesting mediation is sent by one party to the other at the party's last known
332 address.

333
334 **22. ATTORNEY FEES.** In the event of any arbitration or litigation relating to this contract, the
335 arbitrator or court shall award to the prevailing party all reasonable costs and expenses, including
336 attorney and legal fees.

337
338 **23. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved
339 by the Colorado Real Estate Commission.)

340
341
342
343 **24. ATTACHMENTS.** The following are a part of this contract:

344
345
346
347 **25. NOTICE, DELIVERY AND CHOICE OF LAW.**

348
349 **a. Physical Delivery.** Except for the notice requesting mediation described in § 21 and
350 except as provided in § 25b below, any notice to the other party to this contract must be in writing, and
351 is effective upon receipt.

352
353 **b. Electronic Delivery.** As an alternative to physical delivery, any signed document and
354 written notice may be delivered in electronic form by the following indicated methods only:
355 Facsimile E-mail None. Documents with original signatures shall be provided upon request
356 of any party.

357
358 **c. Choice of Law.** This contract and all disputes arising hereunder shall be governed by
359 and construed in accordance with the laws of the State of Colorado that would be applicable to Colorado
360 residents who sign a contract in this state for property located in Colorado.

361
362 **26. MODIFICATION OF THIS LISTING CONTRACT.** No subsequent modification of any of
363 the terms of this Listing Contract shall be valid, binding upon the parties, or enforceable unless made in
364 writing and signed by the parties.

365
366 **27. COUNTERPARTS.** If more than one person is named as a Landlord herein, this Listing
367 Contract may be executed by each Landlord, separately, and when so executed, such copies taken
368 together with one executed by Broker on behalf of Brokerage Firm shall be deemed to be a full and
369 complete contract between the parties.

370
371 **28. ENTIRE AGREEMENT.** This agreement constitutes the entire contract between the parties,
372 and any prior agreements, whether oral or written, have been merged and integrated into this contract.

373

374 **29. COPY OF CONTRACT.** Landlord acknowledges receipt of a copy of this contract signed by
375 Broker, including all attachments.
376

377
378 Brokerage Firm authorizes Broker to execute this Listing Contract on behalf of Brokerage Firm.
379

380
381 Date: _____ Date: _____
382

383
384 _____
385 Landlord Landlord
386

387 Address: _____
388

389 Phone No.: _____ Fax No.: _____
390

391 Email Address: _____
392

393

394

395 Date: _____
396

397 _____
398 Broker

399 Broker's Name: _____
400

401 Address: _____

Phone No.: _____ Fax No.: _____

Email Address: _____

Brokerage Firm's Name: _____

Address: _____

Phone No.: _____ Fax No.: _____

Email Address: _____
