1 2	The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (LC57-8-10) (Mandatory 1-11)					
3	THIS IS A BINDING CONTRACT. THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.					
5 6	Compensation charged by brokerage firms is not set by law. Such charges are established by each real estate brokerage firm.					
7 8 9	DIFFERENT BROKERAGE RELATIONSHIPS ARE AVAILABLE WHICH INCLUDE LANDLORD AGENCY, TENANT AGENCY, SELLER AGENCY, BUYER AGENCY OR TRANSACTION-BROKERAGE.					
10	EXCLUSIVE RIGHT-TO-LEASE LISTING CONTRACT					
11 12	☐ LANDLORD AGENCY ☐ TRANSACTION-BROKERAGE					
13	Date:					
14 15	1. AGREEMENT. Landlord and Brokerage Firm enter into this exclusive, irrevocable contract (Landlord Listing Contract) as of the date set forth above.					
16 17 18 19 20 21 22 23	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 Landlord and to perform the services for Landlord required by this Landlord Listing Contract is called Broker. If more than one individual is so designated, then references in this Landlord 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 Landlord Listing Contract to Broker or Brokerage Firm mean both the licensed natural person and brokerage firm who shall serve as the broker of Landlord and perform the services for Landlord required by this Landlord Listing Contract.					
25	3. DEFINED TERMS.					
26	3.1. Landlord:					
27	3.2. Brokerage Firm:					
28	3.3. Broker:					
29 30 31 32	3.4. Premises. The Premises is the following legally described real estate in the County of					
33	Street Address City State Zip					
34 35 36 37 38 39 40	together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto, and all interest of owner of the Premises (Owner) in vacated streets and alleys adjacent thereto, if applicable, except as herein excluded. 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, Landlord, who represents to Broker that Landlord has the right and authority from Owner, authorizes Broker to negotiate the sale of the Premises. Sale of the Premises or Sale means the voluntary transfer or exchange of any interest in the Premises or the voluntary creation of the right to acquire any interest in the Premises. It also includes an agreement to transfer any ownership interest in an entity which owns the Premises.					
12 13	shall continue through the earlier of (1) completion of the Lease of the Premises or (2)					
+3 14						
45 § 7 of this Landlord Listing Contract.						
16 17	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 "Delete" means not applicable. The abbreviation "MEC" (mutual execution of this contract) means the date upon					
18	which both parties have signed this Landlord Listing Contract. For purposes of this agreement, Landlord includes sublandlord and					
19	tenant includes subtenant.					

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

- **3.8.1. Day.** As used in this Landlord 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 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 Landlord Agency box at the top of page 1 is checked, Broker shall represent Landlord as a Landlord's limited agent (Landlord'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 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. Landlord acknowledges that Brokerage Firm is allowed to offer and pay compensation to brokers within Brokerage Firm working with a tenant.
- **4.3. In-Company Transaction One Broker.** If Landlord and tenant are both working with the same broker, Broker shall function as:
- **4.3.1. Landlord's Agent.** If the Landlord Agency box at the top of page 1 is checked, the parties agree the following applies:
- **4.3.1.1.** Landlord Agency Only. Unless the box in § 4.3.1.2 (Landlord Agency Unless Brokerage Relationship with Both) is checked, Broker shall represent Landlord as Landlord's Agent and shall treat the tenant as a customer. A customer is a party to a transaction with whom Broker has no brokerage relationship. Broker shall disclose to such customer Broker's relationship with Landlord.
- 4.3.1.2. Landlord Agency Unless Brokerage Relationship with Both. If this box is checked, Broker shall represent Landlord as Landlord's Agent and shall treat the tenant as a customer, unless Broker currently has or enters into an agency or Transaction-Brokerage relationship with the tenant, in which case Broker shall act as a Transaction-Broker.
- **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 checked, Broker shall work with Landlord as a Transaction-Broker. A Transaction-Broker shall perform the duties described in § 5 and facilitate lease transactions without being an advocate or agent for either party. If Landlord and tenant are working with the same broker, Broker shall continue to function as a Transaction-Broker.
- **5. BROKERAGE DUTIES.** Brokerage Firm, acting through Broker, as either a Transaction-Broker or a Landlord's Agent, shall perform the following **Uniform Duties** when working with Landlord:
 - **5.1.** Broker shall exercise reasonable skill and care for Landlord, including, but not limited to the following:
 - **5.1.1.** Performing the terms of any written or oral agreement with Landlord;
- **5.1.2.** Presenting all offers to and from Landlord in a timely manner regardless of whether the Premises is subject to a lease or letter of intent to lease;
 - **5.1.3.** Disclosing to Landlord adverse material facts actually known by Broker;
- **5.1.4.** Advising Landlord regarding the transaction and advising Landlord to obtain expert advice as to material matters about which Broker knows but the specifics of which are beyond the expertise of Broker;
 - **5.1.5.** Accounting in a timely manner for all money and property received; and
 - **5.1.6.** Keeping Landlord fully informed regarding the transaction.
 - **5.2.** Broker shall not disclose the following information without the informed consent of Landlord:
 - **5.2.1.** That Landlord is willing to accept less than the asking lease rate for the Premises;
 - **5.2.2.** What the motivating factors are for Landlord to lease the Premises;
 - **5.2.3.** That Landlord will agree to Lease terms other than those offered;
- **5.2.4.** Any material information about Landlord unless disclosure is required by law or failure to disclose such information would constitute fraud or dishonest dealing; or
 - **5.2.5.** Any facts or suspicions regarding circumstances that could psychologically impact or stigmatize the Premises.
- **5.3.** Landlord consents to Broker's disclosure of Landlord's confidential information to the supervising broker or designee for the purpose of proper supervision, provided such supervising broker or designee shall not further disclose such information without consent of Landlord, or use such information to the detriment of Landlord.
- **5.4.** Brokerage Firm may have agreements with other landlords to market and lease their premises. Broker may show alternative properties not owned by Landlord to other prospective tenants and list competing properties for lease.
- **5.5.** Broker shall not be obligated to seek additional offers to lease the Premises while the Premises is subject to a lease or letter of intent to lease.
- **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 independently verify the accuracy or completeness of statements made by Landlord or independent inspectors. Broker has no duty to conduct an independent investigation of a tenant's financial condition or to verify the accuracy or completeness of any statement made by a tenant.

107 108	5.7. Landlord understands that Landlord shall not be liable for Broker's acts or omissions that have not been approved, directed, or ratified by Landlord.					
109 110	5.8. When asked, Broker shall shall Not disclose to prospective tenants and cooperating brokers the existence of 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 Broker procuring the buyer and upon delivery of deed.					
125						
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 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					
140						
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:					
143 144	7.4.1. Option to Extend or Renew. If this box is checked and Tenant exercises an option to extend or renew the lease, Broker shall be paid a fee in the amount of \$, payable uponthe Exercise of such option					
144	Upon the Commencement of such option					
145	7.4.2. Expansion. If this box is checked and Tenant expands into additional space within the building or					
147	complex, Broker sharr de 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						
150	 7.5 Other Compensation. 7.6. Cooperative Broker Compensation. Broker shall seek assistance from and Brokerage Firm offers compensation to 					
151	outside broker is acting as:					
152	Tenant Agents:					
153	Tenant Agents:					
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					

161 162	boxes, by-appointment-only showings, etc.), and whether some methods may limit the ability of another broker to show the 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 Not be submitted to one or more MLS and Shall Shall Not be				
165		to one or more property information exchanges. If submitted, Landlord authorizes Broker to provide timely notice of				
166		s change to such MLS and information exchanges. Upon consummation of a transaction, Landlord authorizes Broker to ease information to such MLS and information exchanges.				
167	provide le					
168		9.1.2. Landlord authorizes the use of electronic and all other marketing methods except:				
169		9.1.3. Landlord further authorized use quality data by MLS and property information exchanges, if any.				
170		9.1.4. The Premises Address Shall Shall Not be displayed on the Internet. 9.1.5. The Premises Listing Shall Shall Not be displayed on the Internet.				
171	0.2	~				
172	9.2.	Property Access. Access to the riemises may be by:				
173		Lock Box				
174		Other instructions:				
175	0.2	Other instructions: Broker Marketing. The following specific marketing tasks shall be performed by Broker:				
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. LAN	DLORD'S OBLIGATIONS TO BROKER; DISCLOSURES AND CONSENT.				
181		Negotiations and Communication. Landlord agrees to conduct all negotiations for the Lease of the Premises only				
182		Broker, and to refer to Broker all communications received in any form from real estate brokers, prospective tenants,				
183						
184						
185		proved by Broker.				
186		No Existing Listing Agreement. Landlord represents that Landlord Is Is Not currently a party to any listing				
187		t with any other broker to Lease the Premises.				
188		Ownership of Materials and Consent. Landlord represents that all materials (including all photographs, renderings,				
189		other creative items) supplied to Broker by or on behalf of Landlord are owned by Landlord, except as Landlord has				
190		in writing to Broker. Landlord is authorized to and grants to Broker, Brokerage Firm and any MLS (that Broker submits				
191		ses to) a nonexclusive irrevocable, royalty-free license to use such material for marketing of the Premises, reporting as				
192		and the publishing, display and reproduction of such material, compilation and data. This license shall survive the				
193	termination	on 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 as	sessor if the Premises is residential and is furnished.				
196	11. REN	TAL RATE AND TERMS. The following Rental Rate and Terms are acceptable to Landlord:				
197		Rental Rate. U.S. \$				
198		Minimum Amount of Security Deposit. U.S. \$				
199		Other Terms.				
200						
201						
202 203	12. DEPOSITS. Brokerage Firm is authorized to accept security deposits received by Broker pursuant to a proposed Lea					
204	13. INCI	LUSIONS AND EXCLUSIONS.				
205	13.1.	Inclusions.				
206		13.1.1. The Lease includes the following items (Inclusions):				
207						
208						
209	The Inclu	sions 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: Exclusions. The following are excluded (Exclusions):				
212	13.2.	Exclusions. The following are excluded (Exclusions):				
213						
214						

- 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,
- 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.

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

16. MATERIAL DEFECTS, DISCLOSURES AND INSPECTION.

16.1. 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.

16.2. Landlord's Obligations.

- 16.2.1. 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 Landlord's current, actual knowledge.
- **16.2.2. 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 completed Lead-Based Paint Disclosure (Rental) form must be signed by Landlord and the real estate licensees, and given to any potential tenant in a timely manner.
- **16.2.3.** Carbon Monoxide Alarms. Note: If the improvements on the Premises have a fuel-fired heater or appliance, a fireplace, or an attached garage and one or more rooms lawfully used for sleeping purposes (Bedroom), Landlord understands that Colorado law requires that Landlord assure the Premises has an operational carbon monoxide alarm installed within fifteen feet of the entrance to each Bedroom or in a location as required by the applicable building code, prior to offering the Premises for lease or sale.
- 16.3. Right of Broker to Terminate. Although Broker has no obligation to investigate or inspect the Premises, and no duty to verify statements made, Broker shall have the right to terminate this Landlord Listing Contract if the physical condition of the Premises, Inclusions, any proposed or existing transportation project, road, street or highway, or any other activity, odor or noise (whether on or off the Premises) and its effect or expected effect on the Premises, or if any facts or suspicions regarding circumstances that could psychologically impact or stigmatize the Premises are unsatisfactory to Broker.
- 17. COST OF SERVICES AND REIMBURSEMENT. Unless otherwise agreed upon in writing, Brokerage Firm shall bear all
- expenses incurred by Brokerage Firm, if any, to market the Premises and to compensate cooperating brokerage firms, if any.
- Neither Broker nor Brokerage Firm shall obtain or order any other products or services unless Landlord agrees in writing to pay
- for them promptly when due (examples: space planning, surveys, radon tests, title reports, engineering studies). Unless otherwise
- 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
- 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
- origin or ancestry of such person.
- 257 20. RECOMMENDATION OF LEGAL AND TAX COUNSEL. By signing this document, Landlord 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 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
- 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
- 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
- 265 terminate in the event the entire dispute is not resolved within 30 calendar days of the date written notice requesting mediation
- delivered by one party to the other at the party's last known address.

267	22 ATTORNEY FEES In the ever	nt of any arhitration c	r litigation relating to this Lan	dlord Listing Contract, the arbitrator or				
22. ATTORNEY FEES. In the event of any arbitration or litigation relating to this Landlord Listing Contract, the arbit court shall award to the prevailing party all reasonable costs and expenses, including attorney and legal fees.								
269 270 271 272	23. ADDITIONAL PROVISIONS. Commission.)	ional provisions have not been	approved by the Colorado Real Estate					
273 274 275	24. ATTACHMENTS. The following are a part of this Landlord Listing Contract:							
276 277	25. NO OTHER PARTY OR INTENDED BENEFICIARIES. Nothing in this Landlord Listing Contract shall be deemed to inure to the benefit of any person other than Landlord, Broker and Brokerage Firm.							
278 279 280 281 282 283 284 285 286 287 288	document or notice, delivered to the clandlord shall be effective when phy Landlord or representative of Landlord 26.2. Electronic Delivery. As ar may be delivered in electronic form Electronic Delivery. Documents with 26.3. Choice of Law. This Land	otices must be in write other party to this Land sically received by Land. In alternative to physical only by the following original signatures shallord Listing Contract ate of Colorado that	adlord Listing Contract, is effect and lord, any signator on behalf and ledivery, any document including indicated methods: Facsicall be provided upon request of and all disputes arising hereum	6.2. Any document, including a signed ctive upon physical receipt. Delivery to f of Landlord, any named individual of ling a signed document or written notice, imile Email Internet No f any party. Internet No der shall be governed by and construed to residents who sign a contract in this				
289 290	27. MODIFICATION OF THIS LANDLORD LISTING CONTRACT. No subsequent modification of any of the terms of							
291 292 293	by each Landlord, separately, and when so executed, such copies taken together with one executed by Broker on behalf							
294 295	29. ENTIRE AGREEMENT. This whether oral or written, have been men			the parties, and any prior agreements, et.				
30. COPY OF CONTRACT. Landlord acknowledges receipt of a copy of this contract signed by Broker, including all at								
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:					
	Fax No:		Fax No:					
			Brokerage Firm's Name: Address:					
			Phone No.: Fax No.:					

Electronic Address:
