

☐ **3.5.2.** If this box is checked, Landlord represents to Broker that Landlord has the right and authority from Owner, 40 authorizes Broker to negotiate the sale of the Premises. Sale of the Premises or Sale means the voluntary transfer or exchange of 41 any interest in the Premises or the voluntary creation of the obligation to convey any interest in the Premises, including a contract 42 or lease. It also includes an agreement to transfer

any ownership interest in an entity which owns the Premises.

3.6. Listing Period. The Listing Period of this Landlord Listing Contract begins on , and continues through the earlier of (1) completion of the Purchase of the Property or Lease of the Property or (2) , and any written extensions (Listing Period). Broker will continue to assist in the completion of any purchase or lease for which 46 compensation is payable to Brokerage Firm under § 7 of this Landlord Listing Contract.

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

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

3.8.1. Day. As used in this Landlord Listing Contract, the term "day" means the entire day ending at 11:59 p.m., 53 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 ☐ Will ☐ Will Not be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be checked, the deadline will not be extended.

4. BROKERAGE RELATIONSHIP.

4.1. If the Landlord Agency box at the top of page 1 is checked, Broker represents Landlord as Landlord's limited agent (Landlord's Agent). If the Transaction-Brokerage box at the top of page 1 is checked, Broker acts 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 must 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 represents Landlord as Landlord's Agent and must treat the tenant as a customer. A customer is a party to a transaction with whom Broker has no brokerage relationship. Broker must 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 represents Landlord as Landlord's Agent and must 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 must 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 must work with Landlord as a Transaction-Broker. A Transaction-Broker must 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 must 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, must perform the following **Uniform Duties** when working with Landlord:

5.1. Broker must 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 must 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 does 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 premises not owned by Landlord to other prospective tenants and list competing premises for lease

5.5. Broker is not obligated to seek additional offers to Lease the Premises while the Premises is subject to a 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

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

5.8. When asked, Broker ☐ **Will** ☐ **Will 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.

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

- 6.1. Promoting the interests of Landlord with the utmost good faith, loyalty and fidelity;
- 6.2. Seeking lease rates and terms that are set forth in this Landlord Listing Contract; and
- 6.3. Counseling Landlord as to any material benefits or risks of a transaction that are actually known by Broker

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

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

- ☐ **7.1.1. Lease Commission.** (1) % of the gross rent under the Lease, or (2) , 122 in U.S. dollars.
- 7.1.2. Sales Commission.** If the box in § 3.5.2 is checked, Brokerage Firm will be paid a fee equal to (1) % 124 of the gross purchase price or (2) , in U.S. dollars, payable upon 125 delivery of deed
- 7.1.3. Other Compensation.**

7.2 Cooperative Broker Compensation. Brokerage Firm offers compensation to outside brokerage firms, whose brokers are acting as:

- ☐ **Tenant Agents:** % of the gross rent under the Lease or , in U.S. dollars
- ☐ **Transaction-Brokers :** % of the gross rent under the Lease or , in U.S. dollars.

7.3 When Earned. Such commission is earned upon the occurrence of any of the following:

- 7.3.1.** Any Lease of the Premises within the Listing Period by Landlord, by Broker or by any other person;
- 7.3.2.** Broker finding a tenant who is ready, willing and able to complete the Lease or Sale as specified in this Landlord 134 Listing Contract; or
- 7.3.3.** Any Lease (or Sale if § 3.5.2 is checked) of the Premises within calendar days after the Listing Period expires (Holdover Period) (1) to anyone with whom Broker negotiated and (2) whose name was submitted, in writing, to Landlord by Broker during the Listing Period (Submitted Prospect). Provided, however,

Landlord ☐ **Will** ☐ **Will Not** owe the commission to Brokerage Firm under this § 7.3.3 if a commission is earned by another licensed real estate brokerage firm acting pursuant to an exclusive agreement entered into during the Holdover Period and a Lease or Sale to a Submitted Prospect is consummated. If no box is checked in this § 7.3.3, then Landlord does not owe the commission to Brokerage Firm.

7.4. When Applicable and Payable. The commission obligation applies to a Lease made during the Listing Period or any written extension of such original or extended term. The commission described in § 7.1.1 is payable upon mutual execution of the Lease or possession, whichever occurs first, or ☐ , as contemplated by § 7.3.1 or § 7.3.3, or upon fulfillment of § 7.3.2 where either the offer made by such tenant is not accepted by Landlord or by the refusal or neglect of Landlord to consummate the Lease as agreed upon.

7.5. Extensions/Renewals/Expansion. Broker ☐ **Will** ☐ **Will Not** be paid a fee in the event:

Tenant exercises an option to ☐ **Extend** or ☐ **Renew** under the lease

☐ Tenant expands into additional space within the building or complex where the Premises is located ☐ If Brokerage Firm is to be paid a fee for such extension, renewal or expansion, such fee is in the amount of , and is due and payable upon ☐ **the Exercise** by tenant of such right to extend or renew the Lease or upon the exercise by tenant to expand the Premises, ☐ **Upon the Commencement** of any such extended, renewed or expansion term of the Lease, or ☐ .☐

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

9. OTHER BROKERS' ASSISTANCE, MULTIPLE LISTING SERVICES AND MARKETING. Landlord has been advised by Broker of the advantages and disadvantages of various marketing methods, including advertising and the use of multiple listing services (MLS) and various methods of making the Premises accessible by other brokerage firms (e.g., using lock LC57-8-13. EXCLUSIVE RIGHT-TO-LEASE LISTING CONTRACT Page 4 of 7 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:

9.1. MLS/Information Exchange.

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

9.1.2. Landlord authorizes the use of electronic and all other marketing methods except:

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

9.1.4. The Premises Address ☐ **Will** ☐ **Will Not** be displayed on the Internet.

9.1.5. The Premises Listing ☐ **Will** ☐ **Will Not** be displayed on the Internet.

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

☐ **Manual Lock Box** ☐ **Electronic Lock Box**

☐

Other instructions:

9.3. Broker Marketing. The following specific marketing tasks will be performed by Broker:

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

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

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

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

10.4. Ownership of Materials and Consent. Landlord represents that all materials (including all photographs, renderings, images or other creative items) supplied to Broker by or on behalf of Landlord are owned by Landlord, except as Landlord has disclosed in writing to Broker. Landlord is authorized to and grants

to Broker, Brokerage Firm and any MLS (that Broker submits the Premises to) a nonexclusive irrevocable, royalty-free license to use such material for marketing of the Premises, reporting as required and the publishing, display and reproduction of such material, compilation and data. This license survives the termination of this Landlord Listing Contract

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

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

11.1. Rental Rate. U.S. \$

11.2. Minimum Amount of Security Deposit. U.S. \$.

11.3. Other Terms

12. 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.

13. INCLUSIONS AND EXCLUSIONS.

13.1. Inclusions.

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

The Inclusions will be leased by Landlord to tenant, all in their present condition.

13.1.2. Parking and Storage Facilities. The following parking facilities: , and the following storage facilities:

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

14. TITLE AND ENCUMBRANCES. Landlord represents to Broker that Landlord has the right and authority to enter into a Lease of the Premises. Landlord must deliver to Broker true copies of all relevant title materials, leases, improvement location LC57-8-13. EXCLUSIVE RIGHT-TO-LEASE LISTING CONTRACT Page 5 of 7 certificates and surveys in Landlord's possession and must disclose to Broker all easements, liens and other encumbrances, if any, on the Premises, of which Landlord has knowledge.

15. POSSESSION. Possession of the Premises will 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. 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.

16.2.4. Condition of Premises. The Premises will be delivered in the condition existing as of the date of the lease or sales contract, ordinary wear and tear excepted, unless Landlord, at Landlord's sole option, agrees in writing to any repairs or other work to be performed by Landlord.

17. RIGHT OF PARTIES TO CANCEL.

17.1. Right of Landlord to Cancel. In the event Broker defaults under this Landlord Listing Contract, Landlord has the right to cancel this Landlord Listing Contract, including all rights of Brokerage Firm to any compensation if the Landlord Agency box is checked. Examples of a Broker default include, but are not limited to (1) abandonment of Landlord, (2) failure to fulfill all material obligations of Broker, and (3) failure to fulfill all material Uniform Duties (§ 5) or, if the Landlord Agency box at the top of page 1 is checked, the failure to fulfill all material Additional Duties Of Landlord's Agent (§ 6). Any rights of Landlord that accrued prior to cancellation will survive such cancellation.

17.2. Right of Broker to Cancel. Brokerage Firm may cancel this Landlord Listing Contract upon written notice to Landlord that title is not satisfactory to Brokerage Firm. Although Broker has no obligation to investigate or inspect the Premises, and no duty to verify statements made, Brokerage Firm has the right to cancel this Landlord Listing Contract if any of the following are unsatisfactory (1) the physical condition of the Premises or Inclusions, (2) any proposed or existing transportation project, road, street or highway, (3) any other activity, odor or noise (whether on or off the Premises) and its effect or expected effect on the Premises or its occupants, or (4) any facts or suspicions regarding circumstances that could psychologically impact or stigmatize the Premises. Additionally, Brokerage Firm has the right to cancel this Landlord Listing Contract if Landlord or occupant of the Premises fails to reasonably cooperate with Broker or Landlord defaults under this Landlord Listing Contract. Any rights of Brokerage Firm that accrued prior to cancellation will survive such cancellation.

18. COST OF SERVICES AND REIMBURSEMENT. Unless otherwise agreed upon in writing, Brokerage Firm must 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 will obtain or order any other products or services unless Landlord agrees in writing to pay for them promptly when due (examples: space planning, drawings, surveys, radon tests, title reports, engineering studies, property inspections). Unless otherwise agreed, neither Broker nor Brokerage Firm is obligated to advance funds for Landlord. Landlord must reimburse Brokerage Firm for payments made by Brokerage Firm for such products or services authorized by Landlord.

19. DISCLOSURE OF SETTLEMENT COSTS. Landlord acknowledges that costs, quality, and extent of service vary between different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

20. MAINTENANCE OF THE PREMISES. Neither Broker nor Brokerage Firm is responsible for maintenance of the Premises nor are they liable for damage of any kind occurring to the Premises, unless such damage is caused by their negligence or intentional misconduct.

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

22. 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.

23. 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 must first proceed in good faith to submit the matter to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose 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, will terminate in the event the entire dispute is not resolved within 30 calendar days of the date written notice requesting mediation is delivered by one party to the other at the other party's last known address.

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

25. ADDITIONAL PROVISIONS. (The following additional provisions have not been approved by the Colorado Real Estate Commission.)

26. ATTACHMENTS. The following are a part of this Landlord Listing Contract:

27. NO OTHER PARTY OR INTENDED BENEFICIARIES. Nothing in this Landlord Listing Contract is deemed to inure to the benefit of any person other than Landlord, Broker and Brokerage Firm.

28. NOTICE, DELIVERY AND CHOICE OF LAW.

28.1. Physical Delivery. All notices must be in writing, except as provided in § 28.2. Any document, including a signed document or notice, delivered to the other party to this Landlord Listing Contract, is effective upon physical receipt. Delivery to Landlord is effective when physically received by Landlord, any signator on behalf of Landlord, any named individual of Landlord or representative of Landlord.

28.2. Electronic Delivery. As an alternative to physical delivery, any document, including a signed document or written notice, may be delivered in electronic form only by the following indicated methods: ☐ **Facsimile** ☐ **Email** ☐ **Internet**. If no box is checked, this § 28.2 is not applicable and § 28.1 governs notice and delivery. Documents with original signatures will be provided upon request of any party.

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

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

30. COUNTERPARTS. This Landlord Listing Contract may be executed by each of the parties, separately, and when so executed by all the parties, such copies taken together are deemed to be a full and complete contract between the parties.

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

32. COPY OF CONTRACT. Landlord acknowledges receipt of a copy of this Landlord Listing Contract signed by Broker, including all attachments.

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

| | |
|---|---|
| Landlord's Name: | Broker's Name: |
| Landlord's Signature: | Broker's Signature: |
| Date: | Date: |
| Address: | Address: |
| Phone No: | Phone No: |
| Fax No: | Fax No: |
| Electronic Address: <div>dfghdsghf</div> | Electronic Address: <div>dfhdfghdfgh</div> |

Brokerage Firm's :
Name:
Address:

Phone No:

Fax No:

Electronic Address:

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