

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

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

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

## EXCLUSIVE TENANT LISTING CONTRACT

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

Date: \_\_\_\_\_

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

**2. 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 Tenant and to perform the services for Tenant required by this Tenant Listing Contract is called Broker. If more than one individual is so designated, then references in this Tenant 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 Tenant Listing Contract to Broker or Brokerage Firm mean both the licensed natural person and brokerage firm, who serve as the broker of Tenant and perform the services for Tenant required by this Tenant Listing Contract.

**3. DEFINED TERMS.**

**3.1. Tenant:** \_\_\_\_\_

and any other person or entity on whose behalf the named party acts, directly or indirectly, to Lease the Premises.

**3.2. Brokerage Firm:** \_\_\_\_\_

**3.3. Broker:** \_\_\_\_\_

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

**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, Tenant authorizes Broker to negotiate a purchase of the Premises. Purchase of the Premises or Purchase means the acquisition of any interest in the Premises or the creation of the right to acquire any interest in the Premises (including a contract or lease). It also includes an agreement to acquire any ownership interest in an entity that owns the Premises.

**3.6. Term.** The Term of this Tenant Listing Contract shall begin on \_\_\_\_\_, and shall continue through the earlier of (1) completion of the Lease of the Premises or purchase of the Premises or (2) \_\_\_\_\_. Broker shall continue to assist in the completion of any transaction for which compensation is payable to Brokerage Firm under § 7 of this Tenant 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 latest date upon which both parties have signed this Tenant 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 Tenant 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**  **Shall Not** be extended to the next day not a Saturday, Sunday or Holiday. Should neither box be checked, the deadline shall not be extended.

**4. BROKERAGE RELATIONSHIP.**

**4.1.** If the Tenant Agency box at the top of page 1 is checked, Broker shall represent Tenant as a limited agent (Tenant's Agent). If the Transaction-Brokerage box at the top of page 1 is checked, Broker shall act as a Transaction-Broker.

58 **4.2. In-Company Transaction — Different Brokers.** When the landlord and Tenant in a transaction are working with different  
59 brokers, those brokers continue to conduct themselves consistent with the brokerage relationships they have established. Tenant acknowledges  
60 that Brokerage Firm is allowed to offer and pay compensation to brokers within Brokerage Firm working with a landlord.

61 **4.3. In-Company Transaction — One Broker.** If the landlord and Tenant are both working with the same broker, Broker shall  
62 function as:

63 **4.3.1. Tenant's Agent.** If the Tenant Agency box at the top of page 1 is checked, the parties agree the following applies:

64 **4.3.1.1. Tenant Agency Only.** Unless the box in § 4.3.1.2 (**Tenant Agency Unless Brokerage Relationship with**  
65 **Both**) is checked, Broker shall represent Tenant as Tenant's Agent and shall treat the landlord as a customer. A customer is a party to a  
66 transaction with whom Broker has no brokerage relationship. Broker shall disclose to such customer Broker's relationship with Tenant.

67  **4.3.1.2. Tenant Agency Unless Brokerage Relationship with Both.** If this box is checked, Broker shall represent  
68 Tenant as Tenant's Agent and shall treat the landlord as a customer, unless Broker currently has or enters into an agency or Transaction-  
69 Brokerage relationship with the landlord, in which case Broker shall act as a Transaction-Broker.

70 **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  
71 checked, Broker shall work with Tenant as a Transaction-Broker. A Transaction-Broker shall perform the duties described in § 5 and facilitate  
72 lease transactions without being an advocate or agent for either party. If the landlord and Tenant are working with the same broker, Broker shall  
73 continue to function as a Transaction-Broker.

74  
75 **5. BROKERAGE DUTIES.** Brokerage Firm, acting through Broker, acting as either a Transaction-Broker or a Tenant's Agent, shall  
76 perform the following **Uniform Duties** when working with Tenant:

77 **5.1.** Broker shall exercise reasonable skill and care for Tenant, including but not limited to the following:

78 **5.1.1.** Performing the terms of any written or oral agreement with Tenant;

79 **5.1.2.** Presenting all offers to and from Tenant in a timely manner regardless of whether Tenant is already a party to a written  
80 agreement to Lease the Premises;

81 **5.1.3.** Disclosing to Tenant adverse material facts actually known by Broker;

82 **5.1.4.** Advising Tenant regarding the transaction and advising Tenant to obtain expert advice as to material matters about  
83 which Broker knows but the specifics of which are beyond the expertise of Broker;

84 **5.1.5.** Accounting in a timely manner for all money and property received; and

85 **5.1.6.** Keeping Tenant fully informed regarding the transaction.

86 **5.2.** Broker shall not disclose the following information without the informed consent of Tenant:

87 **5.2.1.** That Tenant is willing to pay more than the offered lease rate for the Premises;

88 **5.2.2.** What Tenant's motivating factors are;

89 **5.2.3.** That Tenant will agree to Lease terms other than those offered;

90 **5.2.4.** Any material information about Tenant unless disclosure is required by law or failure to disclose such information  
91 would constitute fraud or dishonest dealing; or

92 **5.2.5.** Any facts or suspicions regarding circumstances that could psychologically impact or stigmatize the Premises.

93 **5.3.** Tenant consents to Broker's disclosure of Tenant's confidential information to the supervising broker or designee for the purpose  
94 of proper supervision, provided such supervising broker or designee shall not further disclose such information without consent of Tenant, or use  
95 such information to the detriment of Tenant.

96 **5.4.** Broker may show premises in which Tenant is interested to other prospective tenants without breaching any duty or obligation to  
97 Tenant. Broker not shall be prohibited from showing competing tenants the same property and from assisting competing tenants in attempting to  
98 lease a particular property.

99 **5.5.** Broker shall not be obligated to seek other properties while Tenant is already a party to a lease or letter of intent to lease.

00 **5.6.** Broker has no duty to conduct an independent inspection of the Premises for the benefit of Tenant and has no duty to  
01 independently verify the accuracy or completeness of statements made by a landlord or independent inspectors. Broker has no duty to conduct an  
02 independent investigation of Tenant's financial condition or to verify the accuracy or completeness of any statement made by Tenant.

03 **5.7.** Broker shall disclose to any prospective landlord all adverse material facts actually known by Broker, including but not limited to  
04 adverse material facts concerning Tenant's financial ability to perform the terms of the transaction.

05 **5.8.** Tenant understands that Tenant shall not be liable for Broker's acts or omissions that have not been approved, directed, or ratified  
06 by Tenant.

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

09 **6.1.** Promoting the interests of Tenant with the utmost good faith, loyalty and fidelity.

10 **6.2.** Seeking lease rates and terms that are acceptable to Tenant.

11 **6.3.** Counseling Tenant as to any material benefits or risks of a transaction that are actually known by Broker.

12  
13 **7. COMPENSATION TO BROKERAGE FIRM.** In consideration of the services to be performed by Broker, Tenant shall pay Brokerage  
14 Firm as set forth in this section, with no discount or allowance for any efforts made by Tenant or any other person. Brokerage Firm shall be  
15 entitled to receive additional compensation, bonuses, and incentives paid by listing brokerage firm or landlord. Broker shall inform Tenant of the  
16 fee to be paid to Brokerage Firm and, if there is a written agreement, Broker shall supply a copy to Tenant, upon written request of Tenant.

17  
18 **Check Compensation Arrangement:**

19  **7.1. Listing Brokerage Firm, Landlord or Sublandlord May Pay. Tenant is NOT Obligated to Pay.** Broker is authorized to obtain  
20 payment of the Brokerage Firm's fee from the listing brokerage firm, landlord or sublandlord. Tenant shall **not** be obligated to pay Brokerage  
21 Firm's fee. This section shall apply to  **New Premises**  **Tenant's Existing Premises**  **Both**.

22  **7.2. Listing Brokerage Firm, Landlord or Sublandlord May Pay. Tenant IS Obligated to Pay.** Broker is authorized and instructed  
23 to request payment of the Brokerage Firm's fee from the listing brokerage firm, landlord or sublandlord. Tenant shall be obligated to pay any  
24 portion of Brokerage Firm's fee as described below which is not paid by the listing brokerage firm, landlord or sublandlord. This section shall  
25 apply to  **New Premises**  **Tenant's Existing Premises**  **Both**.

26  **7.3. Tenant Will Pay.** Tenant shall be obligated to pay the Brokerage Firm's fee as described in this § 7.3.

27  **7.3.1. Success Fee.** Brokerage Firm shall be paid by Tenant as follows:

28 **7.3.1.1. Amount.** \$ \_\_\_\_\_ **Per Square Foot** per \_\_\_\_\_, up to a maximum of \_\_\_\_\_; or \_\_\_\_\_

29 \_\_\_\_\_

30 **7.3.1.2.** \_\_\_\_% of the  **Net**  **Gross** amount of rent payable under the lease up to a maximum of

31 \_\_\_\_\_.

32 **7.3.1.3. Adjusted Amount.**  **See Section 17. Additional Provisions or**  **Other** \_\_\_\_\_.

33 **7.3.1.4. When Earned.** The Success Fee is earned by the Brokerage Firm upon the execution of the Lease. One-half of

34 this fee shall be paid upon the execution of the Lease and one-half upon possession of the Premises by Tenant or as follows: \_\_\_\_\_.

35  **7.3.2. Hourly Fee.** Brokerage Firm shall be paid \$ \_\_\_\_\_ per hour for time spent by Broker pursuant to this Tenant

36 Listing Contract, up to a maximum total fee of \$ \_\_\_\_\_. This hourly fee shall be paid to Brokerage Firm upon receipt of an invoice from

37 Brokerage Firm.

38  **7.3.3. Retainer Fee.** Tenant shall pay Brokerage Firm a nonrefundable retainer fee of \$ \_\_\_\_\_ due and payable upon

39 signing of this Tenant Listing Contract. This amount  **Shall**  **Shall Not** be credited against other fees payable to Brokerage Firm under this

40 section.

41  **7.3.4. Other Compensation.** \_\_\_\_\_

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

43 **7.3.5. Fee for Extension or Renewal.** If the Lease, executed after the date of this Tenant Listing Contract, contains an option

44 to extend or renew, Brokerage Firm  **Shall**  **Shall Not** be paid a fee upon exercise of such extension or renewal option. If Brokerage Firm is

45 to be paid a fee for such extension or renewal, the amount of such fee and its payment shall be as follows: \_\_\_\_\_.

46  **7.4. Purchase Fee.** If the box in § 3.5.2 is checked and if Brokerage firm is unable to obtain payment of Brokerage Firm's entire fee

47 from listing brokerage firm or seller, Tenant shall pay Brokerage Firm a fee equal to the greater of \$ \_\_\_\_\_ or \_\_\_\_% of the purchase price

48 for the Premises, less any amounts paid by the listing brokerage firm or seller, payable upon delivery of deed.

49 **7.5. Holdover Period.** Brokerage Firm's fee shall apply to Premises leased [or purchased if § 3.5.2 is checked] during the Term of this

50 Tenant Listing Contract or any extensions and shall also apply to Premises leased or purchased within \_\_\_\_ calendar days after this Tenant

51 Listing Contract expires or is terminated (Holdover Period) if the Premises is one on which Broker negotiated and if Broker submitted its address

52 or other description in writing to Tenant during the Term. However, if a commission is earned by another real estate brokerage firm acting

53 pursuant to an exclusive agreement with Tenant entered into during the Holdover Period, Tenant  **Shall**  **Shall Not** owe the compensation

54 under §§ 7.3.1, 7.3.2, 7.3.4 and 7.4 as indicated.

55

56 **8. LIMITATION ON THIRD-PARTY COMPENSATION.** Neither Broker nor Brokerage Firm, except as set forth in § 7, shall accept

57 compensation from any other person or entity in connection with the Premises without the written consent of Tenant. Additionally, neither

58 Broker nor Brokerage Firm shall be permitted to assess and receive mark-ups or other compensation for services performed by any third party or

59 affiliated business entity unless Tenant signs a separate written consent for such services.

60

61 **9. TENANT'S OBLIGATIONS TO BROKER.** Tenant agrees to conduct all negotiations for the Lease of the Premises only through

62 Broker, and to refer to Broker all communications received in any form from real estate brokers, prospective landlords, owners, or any other

63 source during the Term of this Tenant Listing Contract. Tenant represents that Tenant  **Is**  **Is Not** currently a party to any agreement with

64 any other broker to represent or assist Tenant in the location or Lease of the Premises.

65

66 **10. COST OF SERVICES OR PRODUCTS OBTAINED FROM OUTSIDE SOURCES.** Broker will not obtain or order products or

67 services from outside sources unless Tenant has agreed to pay for them promptly when due (examples: space planning, drawings, surveys, radon

68 tests, soil tests, title reports, engineering studies, property inspections). Neither Broker nor Brokerage Firm shall be obligated to advance funds

69 for Tenant. Tenant shall reimburse Brokerage Firm for payments made by Brokerage Firm for such products or services authorized by Tenant.

70

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

72 **11.1 Brokerage Services.** The Broker shall provide brokerage services to Tenant. The following additional tasks shall be performed by

73 Broker:

74

75

76 **11.2 Showing Properties.** Tenant acknowledges that Broker has explained the possible methods used by listing brokers, landlords and

77 sublandlords to show premises, and the limitations (if any) on Tenant and Broker being able to access premises due to such methods. Broker's

78 limitations on accessing premises are as follows: \_\_\_\_\_. Broker, through Brokerage Firm, has access to the following multiple listing

79 services and property information services: \_\_\_\_\_.

80

81 **12. DISCLOSURE OF TENANT'S IDENTITY.** Broker  **Does**  **Does Not** have Tenant's permission to disclose Tenant's identity to

82 third parties without prior written consent of Tenant.

83

84 **13. NONDISCRIMINATION.** The parties agree not to discriminate unlawfully against any prospective landlord because of the race, creed,

85 color, sex, sexual orientation, marital status, familial status, physical or mental disability, handicap, religion, national origin or ancestry of such

86 person.

87

88 **14. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this document, Tenant acknowledges that Broker has advised

89 that this document has important legal consequences and has recommended consultation with legal and tax or other counsel before signing this

90 Tenant Listing Contract.

91

92 **15. MEDIATION.** If a dispute arises relating to this Tenant Listing Contract, prior to or after possession of the Premises, and is not

93 resolved, the parties shall first proceed in good faith to submit the matter to mediation. Mediation is a process in which the parties meet with an

94 impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the  
95 dispute must agree, in writing, before any settlement is binding. The parties will jointly appoint an acceptable mediator and will share equally in  
96 the cost of such mediation. The mediation, unless otherwise agreed, shall terminate in the event the entire dispute is not resolved within 30  
97 calendar days of the date written notice requesting mediation is sent by one party to the other at the party's last known address.  
98

99 **16. ATTORNEY FEES.** In the event of arbitration or litigation relating to this Tenant Listing Contract, the arbitrator or court shall award to  
00 the prevailing party all reasonable costs and expenses, including attorney and legal fees.  
01

02 **17. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate Commission.)  
03

04  
05  
06 **18. ATTACHMENTS.** The following are a part of this Tenant Listing Contract:  
07

08  
09 **19. NOTICE, DELIVERY AND CHOICE OF LAW.**

10 **19.1. Physical Delivery.** All notices must be in writing, except as provided in § 19.2. Any document, including a signed document or  
11 notice, delivered to the other party to this Tenant Listing Contract, is effective upon physical receipt. Delivery to Tenant shall be effective when  
12 physically received by Tenant, any signator on behalf of Tenant, any named individual of Tenant or representative of Tenant.

13 **19.2. Electronic Delivery.** As an alternative to physical delivery, any document, including a signed document or written notice may be  
14 delivered in electronic form only by the following indicated methods:  **Facsimile**  **Email**  **Internet**  **No Electronic Delivery.**  
15 Documents with original signatures shall be provided upon request of any party.

16 **19.3. Choice of Law.** This Tenant Listing Contract and all disputes arising hereunder shall be governed by and construed in accordance  
17 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  
18 Colorado.  
19

20 **20. MODIFICATION OF THIS CONTRACT.** No subsequent modification of any of the terms of this Tenant Listing Contract shall be  
21 valid, binding upon the parties, or enforceable unless in writing and signed by the parties.  
22

23 **21. COUNTERPARTS.** If more than one person is named as a Tenant herein, this Tenant Listing Contract may be executed by each Tenant,  
24 separately, and when so executed, such copies taken together with one executed by Broker on behalf of Brokerage Firm shall be deemed to be a  
25 full and complete contract between the parties.  
26

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

30 **23. COPY OF CONTRACT.** Tenant acknowledges receipt of a copy of this Tenant Listing Contract signed by Broker, including all  
31 attachments.  
32

33 Brokerage Firm authorizes Broker to execute this Tenant Listing Contract on behalf of Brokerage Firm.  
34

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Tenant's Name: \_\_\_\_\_

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

\_\_\_\_\_  
Tenant's Signature

\_\_\_\_\_  
Broker's Signature

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Brokerage Firm's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_