

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(EBA53-8-13) (Mandatory 1-14)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

EXCLUSIVE BROKERAGE LISTING ADDENDUM TO LISTING CONTRACT

Date: _____

A. ADDENDUM TO LISTING CONTRACT. This Exclusive Brokerage Listing Addendum (Addendum) is made part of:

- Exclusive Right-to-Sell Listing Contract (Seller Listing Contract)
- Exclusive Right-to-Lease Listing Contract (Landlord Listing Contract)

dated _____, between Owner (whether Seller or Landlord) and Brokerage Firm named below, for the property

known as No. _____
Street Address City State Zip

If this Addendum is attached to a Seller Listing Contract, the word "Owner" means "Seller". If this Addendum is attached to a Landlord Listing Contract, the word "Owner" means "Landlord", "buyer" means "tenant", "Sale" means "Lease" and "Property" means "Premises".

Terms used herein have the same meaning as in the Listing Contract. This Addendum controls in the event of any conflict with the Listing Contract to which it is attached.

B. PROVISIONS AMENDED. The following provisions of the Listing Contract are changed to read:

1. AGREEMENT. Owner and Brokerage Firm enter into this exclusive, irrevocable contract and agree to its provisions. Broker, on behalf of Brokerage Firm, agrees to provide brokerage services to Owner. Owner agrees to pay Brokerage Firm as set forth in this Listing Contract, as amended by this Addendum. However, this Listing Contract does not apply to a Sale or Lease of the Property to a buyer or tenant procured solely by Owner without the assistance of Broker or any other person (Seller Sale).

7. COMPENSATION TO BROKERAGE FIRM; COMPENSATION TO COOPERATIVE BROKER. Other than a Seller Sale, Owner agrees that any Brokerage Firm compensation that is conditioned upon the Sale of the Property will be earned by Brokerage Firm as set forth herein without any discount or allowance for any efforts made by Owner or by any other person in connection with the Sale of the Property.

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

7.1.1. Sale Commission. (1) _____% of the gross purchase price, or (2) _____, in U.S. dollars.

7.1.2. Lease Commission. If the box in § 3.5.2 is checked (or if a Landlord Listing Contract), Brokerage Firm will be paid a fee equal to (1) _____% of the gross rent under the lease, or (2) _____, in U.S. dollars, payable as follows: _____.

7.2. Other Compensation. _____

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

7.3.1. Any Sale of the Property, except a Seller Sale, within the Listing Period procured by Broker or by any other person;

7.3.2. Broker finding a buyer who is ready, willing and able to complete the Sale or Lease as specified in the Listing Contract; or

7.3.3. Any Sale (or Lease if § 3.5.2 is checked) of the Property, except a Seller Sale, 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 Owner by Broker during the Listing Period (Submitted Prospect). Provided, however, Owner **Will** **Will Not** owe 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 Sale or Lease to a Submitted Prospect is consummated. If no box is checked in this § 7.3.3, then Owner does not owe the commission to Brokerage Firm.

52 **7.4. When Applicable and Payable.** The commission obligation applies to a Sale, other than a Seller Sale, made during the
53 Listing Period or any extension of such original or extended term. The commission described in § 7.1.1 is payable at the time of the
54 closing of the Sale, or, if there is no closing (due to the refusal or neglect of Seller) then on the contracted date of closing, as
55 contemplated by § 7.3.1 or § 7.3.3, or upon fulfillment of § 7.3.2 where the offer made by such buyer is not accepted by Owner.

56 **10. OWNER'S OBLIGATIONS TO BROKER; DISCLOSURES AND CONSENT.**

57 **10.1. Negotiations and Communication.** Other than a Seller Sale, Owner agrees to conduct all negotiations for the Sale of
58 the Property only through Broker, and to refer to Broker all communications received in any form from real estate brokers, during
59 the Listing Period of this Listing Contract.

60 **C. ADDITIONAL AMENDMENTS:**

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66 Brokerage Firm authorizes Broker to execute this Addendum on behalf of Brokerage Firm.

67 Seller Landlord

Owner's Name:

Broker's Name:

Owner's Signature
Date

Broker's Signature
Date

Brokerage Firm's
Name: _____

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