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~~(LC57-6-23) (Mandatory 1-24)~~ **LC57 – Exclusive Right-to-Lease Listing Contract**
Adoption Date: October 7, 2025
Mandatory Use Date: January 1, 2026~~.~~

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 RIGHT-TO-LEASE LISTING CONTRACT

☐ **LANDLORD AGENCY** ☐ **TRANSACTION-BROKERAGE**

Date: ______________________________

1. AGREEMENT. Landlord and Brokerage Firm enter into this exclusive, irrevocable contract (Landlord Listing Contract) and agree to its provisions. Broker, on behalf of Brokerage Firm, agrees to provide brokerage services to Landlord. Landlord agrees to pay Brokerage Firm as set forth in this Landlord Listing Contract.

2. BROKER AND BROKERAGE FIRM.

☐ **2.1. Multiple-Person Firm.** If this box is checked, Broker (as defined below) is 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. If more than one individual is so designated, then references in this Landlord Listing Contract to Broker 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 (as defined below) is a brokerage firm with only one licensed person. References in this Landlord Listing Contract to Broker or Brokerage Firm mean both the licensed person and brokerage firm who serve as the Broker of Landlord and perform the services for Landlord required by this Landlord Listing Contract.

3. DEFINED TERMS.

3.1. Landlord: ______________________________

3.2. Brokerage Firm: ______________________________

3.3. Broker: ______________________________

3.4. Premises. The Premises is the following legally described real estate in the County of _______________, Colorado:

known as No. ______________________________,
Street Address City State Zip

together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto, and all interest of the owner of the Premises (Owner) in vacated streets and alleys adjacent thereto, except as herein excluded.

3.5. Lease; Sale.

3.5.1. A "Lease" of the Premises or Lease means any agreement between the Landlord and a tenant to create a tenancy or leasehold interest in the Premises.

☐ **3.5.2.** If this box is checked, Landlord represents to Broker that Landlord has the right and authority from Owner~~,~~ to authorize~~s~~ Broker to negotiate the "Sale" of the Premises. A "Sale" of the Premises means the voluntary transfer or exchange of any interest in the Premises or the voluntary creation of the obligation to convey any interest in the Premises, including a contract for Sale or lease. It also includes an agreement to transfer any ownership interest in an entity which owns the Premises. The rights and duties owed under this Landlord Listing Contract also apply to a Sale of the Premises and the term Lease is synonymous with the term Sale when used in reference to the rights and duties owed under this Landlord Listing Contract.

3.6. Listing Period. The Listing Period of this Landlord Listing Contract begins on __________________________ and continues through the earlier of (1) completion of the Lease, or if applicable, Sale of the Premises, or (2) ____________________, and any written extensions (Listing Period). Broker must continue to assist in the completion of any Lease or Sale of the Premises for which compensation is due and payable to Brokerage Firm under § 7 of this Landlord Listing Contract, even after expiration of the Listing Period.

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., 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 (e.g., three days after MEC), the first day is excluded and the last day is included. 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 within the Brokerage Firm, 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 Unless Brokerage Relationship with Both. 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 the Broker's relationship with Landlord. However, if Broker delivers to Landlord a written Change of Status that Broker has a brokerage relationship with the tenant then Broker is working with both Landlord and tenant as a Transaction Broker. If the box in § 4.3.1.2. (**Landlord Agency Only**) is checked, § 4.3.1.2. (**Landlord Agency Only**) applies instead.

☐ **4.3.1.2. Landlord Agency Only.** If this box is checked, Broker represents Landlord as Landlord's Agent and must treat the tenant as a customer.

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. Broker, on behalf of Brokerage Firm 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~~3. 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~~4. Broker is not obligated to seek additional offers to Lease the Premises while the Premises is subject to a Lease.

5.~~6~~5. 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~~6. 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~~7. Landlord ~~When asked, Broker~~ ☐ ~~**Will**~~ **Does** ☐ ~~**Will**~~ **Does Not** consent to Broker's disclosure, when asked, ~~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. If Broker wishes to disclose the terms of any offer, Broker must first obtain the Landlord's written consent. If neither box is checked, Landlord does not consent to Broker's disclosure of such information.

6. ADDITIONAL DUTIES OF LANDLORD'S AGENT. If the Landlord Agency box at the top of page 1 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) __________, in U.S. dollars, payable as follows: ____. Brokerage Firm agrees to contribute from the Lease Commission to outside brokerage firms' commission __________________% of the gross rent under the lease or ____, in U.S. dollars.

7.1.2. Sale Commission. If the box in § 3.5.2~~.~~ is checked, Brokerage Firm will be paid a fee equal to (1) ____% of the gross purchase price or (2) __________, in U.S. dollars. Brokerage Firm agrees to contribute from the Sale Commission to outside brokerage firms' commission ________% of the gross purchase price or __________________________, in U.S. dollars.

7.1.3. Other Compensation. ____

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

7.2.1. Any Lease of the Premises within the Listing Period by Landlord, by Broker, or by any other person;

7.2.2. Broker finding a tenant who is ready, willing and able to complete the Lease or Sale as specified in this Landlord Listing Contract; or

7.2.3. 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). However, Landlord ☐ **Will** ☐ **Will Not** owe the commission to Brokerage Firm under this § 7.2.3~~.~~ if a commission is earned by another licensed 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 § 7.2.3~~.~~, then Landlord does not owe the commission to Brokerage Firm.

7.3. When Applicable and Payable. The commission obligation applies to a Lease made during the Listing Period or any extension of such original or extended term. The commission described in § 7.1.1~~.~~ is due and payable upon mutual execution of the Lease or possession, whichever occurs first, or ____, as contemplated by § 7.2.1~~.~~ or § 7.2.3~~.~~, or upon fulfillment of § 7.2.~~2.~~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.

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

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

Tenant ☐ ~~Tenant expands~~ **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~~choice to expand the Premises, or ☐ ~~**Upon**~~ **the Commencement** of any such extended, renewed, or expansion term of the Lease, or

____.

If neither box is checked, Broker will not be paid a fee in the event of any such extension, renewal or expansion.

8. LIMITATION ON THIRD-PARTY COMPENSATION. Neither Broker nor 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~~ third party or affiliated business entity unless Landlord signs a separate written consent for such services.

9. OTHER BROKERS' ASSISTANCE, MULTIPLE LISTING SERVICES (MLS) 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 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 a copy of this Landlord Listing Contract to the MLS or information exchange, if requested, timely provide notice of any listing status change (e.g.: active, leased) to such MLS and information exchanges, and upon consummation of a transaction, provide all required 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.

9.2.1. Broker may access the Premises by:

☐ Electronic Lock Box ☐ Manual Lock Box

☐ ____

Other instructions: ____

9.2.2. Other than Broker, Landlord further authorizes the following persons to access the Premises using the method described in § 9.2.1.

☐ Actively Licensed Real Estate Brokers ☐ Licensed Appraisers

☐ Unlicensed Broker Assistants ☐ Unlicensed Inspectors

☐ Other: ______________________

9.3. Broker Marketing.

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

9.3.2. Landlord authorizes the use of videos and pictures of both the interior and exterior of the Premises, with the exception of the following areas:

9.4. Marketing Termination. Broker and Brokerage Firm may discontinue using any marketing materials if, in Brokerage Firm's sole discretion, Broker or Brokerage Firm receives a credible threat of litigation or a complaint regarding the use of such marketing material. Upon expiration of the Listing Period and request from Seller, Broker will use reasonable efforts to remove information submitted to the MLS and/or information exchanges. Seller understands that information submitted to either the MLS or information exchanges may be difficult, if not impossible, to remove from syndicators and the Internet and releases Broker from any liability for Broker's inability to remove the information.

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

10.1. Negotiations and Communication. Landlord agrees to conduct all negotiations for the Lease or Sale 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~~ for Lease or ~~for the~~ Sale of the Premises. Landlord further represents that Landlord ☐ **Has** ☐ **Has Not** received a list of "Submitted Prospects" pursuant to a previous listing agreement ~~to~~ for Lease or ~~for the~~ Sale of the Premises with any other broker.

10.4. Ownership of Materials and Consent. Landlord represents that all materials (including all photographs, renderings, images, videos, 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 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~~,~~ and reporting as required as well as the publishing, display, and reproduction of such material, compilation, and data. This license survives the termination of this Landlord Listing Contract. Unless agreed to otherwise, all materials provided by Broker (photographs, renderings, images, videos, or other creative items) may not be used by Landlord for any reason.

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 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. Colorado law may require Landlord to disclose certain facts regardless of whether Landlord provides a written disclosure.

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.

16.2.5. Radon. Landlord understands that Colorado law requires Landlord to provide to prospective buyers and tenants in writing a warning statement about the dangers of radon and the need for testing, any knowledge the Landlord has of the radon concentrations of the Premises, including tests performed, reports written, and mitigation or remediation conducted; and a copy of the most recent brochure published by the Colorado Department of Public Health and Environment that provides advice about radon in real estate transactions.

17. OWNER'S ASSOCIATION.

17.1. Association Membership. Landlord represents that the Premises ☐ **Is** ☐ **Is Not** located within a common interest community. In the event that the Property is located in a common interest community, Landlord acknowledges that Landlord may have additional disclosure requirements and must obligate the tenant to any additional requirements pursuant to a lease.

18. DEFAULT; RIGHT TO CANCEL. If any obligation is not performed timely as provided in this Contract or waived, the non-defaulting party has the following remedies:

~~17~~18.1. If Broker is in Default. In the event the Broker fails to substantially perform under this Landlord Listing Contract, Landlord has the right to cancel this Landlord Listing Contract, including all rights of Brokerage Firm to any compensation. Any rights of Landlord to damages, if any, that accrued prior to cancellation will survive such cancellation. Landlord's notice of cancellation must be made in writing, identify the basis for cancellation, and be delivered to Broker in accordance with § 30.

~~17~~18.2. If Landlord is in Default. In the event the Landlord fails to substantially perform under this Landlord Listing Contract, to include Landlord's or occupant's failure to reasonably cooperate with Broker, Brokerage Firm may cancel this Landlord Listing Contract upon written notice to Landlord. Any rights of Brokerage Firm that accrued prior to cancellation will survive such cancellation, to include Brokerage Firm's damages. Brokerage Firm's notice of cancellation must be made in writing, identify the basis for cancellation, and be delivered to Landlord in accordance with § 30.

~~17~~18.3. Additional Rights of Brokerage Firm 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 Property 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. In the event Brokerage Firm exercises its right to cancel under this provision, Brokerage Firm waives all rights to pursue damages.

~~18~~19. 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 (e.g., space planning, drawings, surveys, radon tests, soil tests, title reports, engineering studies, property inspections). Unless otherwise agreed upon in writing, 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~~20. 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). Broker cannot require Landlord to use a certain settlement service provider and Landlord can shop and select similar services from other companies. Landlord is ultimately responsible for selecting, qualifying, and paying for the settlement service providers who provide such services to Landlord.

~~20~~21. WIRE AND OTHER FRAUDS. ~~Wire and other frauds occur in real estate transactions. Any time Landlord is supplying confidential information such as social security numbers or bank account numbers, Landlord should provide the information in person or in another secure manner.~~ Wire and other frauds are a significant risk in real estate transactions. Anytime Landlord is supplying confidential information, such as social security numbers and bank account numbers, or transferring or receiving funds, Landlord should provide the information in person or in another secure manner. Wire instructions should only be sent by a Closing Company to the Landlord via encrypted e-mails or encrypted web portals that require end user authentication (i.e., password protected). If encrypted e-mails or encrypted web portals are not available, wire instructions should be delivered by hand, telephone, mail, or overnight courier. Landlord should never reply to an e-mail or call a telephone number included in an e-mail regarding wire instructions or trust changes to wiring instructions received via email without verbal confirmation from a trusted source. To protect against fraud, money should never be wired based on email instructions alone and wire transfer details and payment instructions should always be verified in person or by telephone using a trusted and independently verified contact number.

~~21~~22. 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.

~~22~~23. NONDISCRIMINATION. The parties agree not to discriminate unlawfully against any prospective tenant because of their inclusion in a "protected class" as defined by federal, state, or local law. "Protected classes" include, but are not limited to, race, creed, color, sex, sexual orientation, gender identity, marital status, familial status, physical or mental disability, handicap, religion, military status, hair style/texture, national origin, or ancestry of such person. Landlord authorizes Broker to withhold any supplemental information about the prospective tenant if such information would disclose a tenant's protected class(es). However, any financial, employment, or credit worthiness information about the tenant received by Broker will be submitted to Landlord. Landlord understands and agrees that the Broker may not violate federal, state, or local fair housing laws.

~~23~~24. 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.

~~24~~25. MEDIATION. If a dispute arises relating to this Landlord Listing Contract, whether prior to or after possession of the Premises, and the dispute is not resolved, the parties must first proceed in good faith to submit the matter to mediation before proceeding to arbitration or litigation. 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 obligation to mediate~~ion~~, 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 was delivered. ~~is delivered by one party to the other at the other party's last known address.~~

~~25~~26. 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.

~~26~~27. ADDITIONAL PROVISIONS. **~~(~~The following additional provisions have not been approved by the Colorado Real Estate Commission:~~.)~~**

~~27~~28. ATTACHMENTS. The following are incorporated into and made a part of this Landlord Listing Contract:

~~28~~29. 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.

~~29~~30. NOTICE, DELIVERY AND CHOICE OF LAW.

~~29~~30.1. Physical Delivery and Notice. Any document or notice to Brokerage Firm or Landlord must be in writing, except as provided in § ~~29~~30.2~~.~~ and §30.3, and is effective when physically received by such party, or any individual named in this Landlord Listing Contract to receive documents or notices for such party.

~~29~~30.2. Electronic Notice. As an alternative to physical delivery, any notice may be delivered in electronic form to Brokerage Firm or Landlord, or any individual named in this Landlord Listing Contract to receive documents or notices for such party, at the electronic address of the recipient by facsimile, email or ______________________________________.

~~29~~30.3. Electronic Delivery. Electronic Delivery of documents ~~and notice~~ may be delivered by: (1) email at the email address of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the documents, or (3) facsimile at the facsimile number (Fax No.) of the recipient.

~~29~~30.4. 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 Colorado for real property located in Colorado.

~~30~~31. 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.

~~31~~32. 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.

~~32~~33. 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.

~~33~~34. 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:	**Brokerage Firm**:
______________________________	______________________________
Landlord's Signature Date	Broker's Signature Date
______________________________	______________________________
Street Address	Brokerage Firm Street Address
______________________________	______________________________
City, State, Zip	Brokerage Firm City, State, Zip
______________________________	______________________________

Phone No.

____

Fax No.

____

Email Address

Broker Phone No.

____

Broker Fax No.

____

Broker Email Address

____

Landlord's Signature Date

____

Street Address

____

City, State, Zip

____

Phone No.

____

Fax No.

____

Email Address