1 2 3	This form is the property of the Colorado Real Estate Commission. The printed portions of this form, except differentiated additions, have been approved and promulgated by the Commission for public use. All users are prohibited from modifying this form except as permitted by the Rules Regarding Real Estate Brokers, 4 CCR 725-1-7.2.
4 5 6 7	ETC59 – Exclusive Tenant Listing Contract Adoption Date: October 7, 2025 Mandatory Use Date: January 1, 2026
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.
ĺ	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) and agree to its provisions. Broker, on behalf of Brokerage Firm, agrees to provide brokerage services to Tenant. Brokerage Firm will receive compensation as set forth in this Tenant Listing Contract.
	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 Tenant and to perform the services for Tenant required by this Tenant Listing Contract. If more than one individual is so designated, then references in this Tenant Listing Contract to Broker includes 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 Tenant Listing Contract to Broker or Brokerage Firm mean both the licensed 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:
	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; Purchase.
	3.5.1. A "Lease" of the Premises means any agreement between a landlord and the Tenant to create a tenancy of
	leasehold interest in the Premises.  3.5.2. If this box is checked, Tenant authorizes Broker to negotiate a "Purchase" of the Premises. A "Purchase" of the
	2.5.2. If this box is checked, Tenant authorizes Broker to negotiate a "Purchase" of the Premises. A "Purchase" of the Premises 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 for Purchase or lease by the Tenant, directly or indirectly, or any other person or entity on whose behalf the
	Tenant acts. It also includes an agreement to acquire any ownership interest in an entity that owns the Premises. The rights and dutie
	owed under this Tenant Listing Contract apply to a Purchase of the Premises and the term Lease is synonymous with the term
	Purchase when used in reference to the rights and duties owed under this Tenant Listing Contract.
	3.6. Listing Period. The Listing Period of this Tenant Listing Contract begins on and continue
	through the earlier of (1) completion of the Lease of the Premises or Purchase of the Premises or (2)
	and any written extensions (Listing Period). Broker will continue to assist in the completion of any Lease or Purchase for which compensation is payable to Brokerage Firm under § 7 of this Tenant 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 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" 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 Tenant Agency box at the top of page 1 is checked, Broker represents Tenant as Tenant's limited agent (Tenant'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 the 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. Tenant acknowledges that Brokerage Firm is allowed to offer and pay compensation to brokers within Brokerage Firm working with a landlord.
- **4.3. In-Company Transaction One Broker.** If the landlord and Tenant are both **working** with the same Broker, Broker will function as:
- 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:
  4.3.1.1. Tenant Agency Unless Brokerage Relationship with Both. Broker represents Tenant as Tenant's Agent and must treat the landlord 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 Tenant. However, if Broker delivers to Tenant a written Change of Status that Broker has a brokerage relationship with the landlord then Broker is working with both Tenant and landlord as a Transaction Broker. If the box in § 4.3.1.2 (Tenant Agency Only) is checked, § 4.3.1.2 (Tenant Agency Only) applies instead.
- 4.3.1.2. Tenant Agency Only. If this box is checked, Broker represents Tenant as Tenant's Agent and must treat the landlord 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 Tenant 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 the landlord and Tenant are working with the same broker, Broker must continue to function as a Transaction-Broker.
- **5. BROKERAGE DUTIES.** Broker, acting on behalf of Brokerage Firm as either a Transaction-Broker or a Tenant's Agent, must perform the following **Uniform Duties** when working with Tenant:
  - 5.1. Broker must exercise reasonable skill and care for Tenant, including but not limited to the following:
    - **5.1.1.** Performing the terms of any written or oral agreement with Tenant;
- **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 agreement to Lease the Premises;
  - **5.1.3.** Disclosing to Tenant adverse material facts actually known by Broker;
- **5.1.4.** Advising Tenant regarding the transaction and advising Tenant 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 Tenant fully informed regarding the transaction.
  - **5.2.** Broker must not disclose the following information without the informed consent of Tenant:
    - 5.2.1. That Tenant is willing to pay more than the offered lease rate for the Premises;
    - **5.2.2.** What Tenant's motivating factors are;
    - **5.2.3.** That Tenant will agree to Lease terms other than those offered; or
- **5.2.4.** Any material information about Tenant unless disclosure is required by law or failure to disclose such information would constitute fraud or dishonest dealing.
- **5.3.** Broker may show premises in which Tenant is interested to other prospective tenants without breaching any duty or obligation to Tenant. Broker is not prohibited from showing competing tenants the same premises and from assisting competing tenants in attempting to lease a particular premises.
  - **5.4.** Broker is not obligated to seek other premises while Tenant is already a party to a Lease.
- **5.5.** Broker has no duty to conduct an independent inspection of the Premises for the benefit of Tenant and has no duty to independently verify the accuracy or completeness of statements made by a landlord or independent inspectors. Broker has no duty

to conduct an independent investigation of Tenant's financial condition or to verify the accuracy or completeness of any statement made by Tenant.

- **5.6.** Broker must disclose to any prospective landlord all adverse material facts actually known by Broker, including but not limited to, adverse material facts concerning Tenant's financial ability to perform the terms of the transaction.
- **5.7.** Tenant understands that Tenant is not liable for Broker's acts or omissions that have not been approved, directed, or ratified by Tenant.
- **6. ADDITIONAL DUTIES OF TENANT'S AGENT.** If the Tenant Agency box at the top of page 1 is checked, Broker is Tenant's Agent, with the following additional duties:
  - **6.1.** Promoting the interests of Tenant with the utmost good faith, loyalty, and fidelity;
  - **6.2.** Seeking lease rates and terms that are acceptable to Tenant; and

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- **6.3.** Counseling Tenant as to any material benefits or risks of a transaction that are actually known by Broker.
- 123 7. COMPENSATION TO BROKERAGE FIRM. In consideration of the services to be performed by Broker, Brokerage Firm 124 will be paid as set forth in this section, with no discount or allowance for any efforts made by Tenant or any other person. Unless 125 otherwise agreed to in writing, Brokerage Firm is entitled to receive additional compensation, bonuses, and incentives paid by listing brokerage firm or landlord. Broker will inform Tenant of the fee to be paid to Brokerage Firm and, if there is a written agreement, 126 Broker will supply a copy to Tenant, upon written request of Tenant. 127 7.1. Brokerage Firm's Fee – Lease. 128 **Check Compensation Arrangement:** 129 Success Fee. Brokerage Firm will be paid as follows: 130 7.1.1. **7.1.1.1.** Amount. \$ per square foot per 131 132 as provided in § 7.1.1.2. 7.1.1.2. Adjusted Amount. See § 23 (Additional Provisions) or Other \_ 133 7.1.1.3. When Earned; When Payable – Lease. The Success Fee is earned by Brokerage Firm upon the 134 mutual execution of the Lease. One-half of this fee is due and payable upon mutual execution of the Lease and one-half upon 135 possession of the Premises by Tenant or as follows: 136 per hour for time spent by Broker pursuant to this **Hourly Fee.** Brokerage Firm will be paid \$ 137 . This hourly fee is payable to Brokerage Firm upon 138 Tenant Listing Contract, up to a maximum total fee of \$ 139 receipt of an invoice from Brokerage Firm. **Retainer Fee.** Tenant will pay Brokerage Firm a nonrefundable retainer fee of \$ 140 upon signing of this Tenant Listing Contract. This amount Will Will Not be credited against other fees payable to Brokerage 141 Firm under this section. 142 7.1.4. Other Compensation. 143 Fee for Extension, Renewal or Expansion. If the Lease, executed after the date of this Tenant Listing Contract, 144 7.1.5. contains an option to extend or renew, or if Tenant expands into additional space within the building or complex where the Premises 145 is located, Brokerage Firm Will Will Not be paid a fee upon exercise of such extension or renewal option or expansion. If 146 Brokerage Firm is to be paid a fee for such extension, renewal, or expansion, the amount of such fee and its payment are as follows: 147 148 If neither box is checked, Broker will not be paid a fee upon any such extension, renewal, or expansion. 149 7.2. Brokerage Firm's Fee Purchase. If the box in § 3.5.2 is checked, Brokerage Firm will be paid a fee equal to the 150 or % of the purchase price for the Premises, less any amounts paid by the listing brokerage greater of \$ 151 152 firm or seller. **7.2.1.** When Earned; When Payable – Purchase. This Purchase fee is earned upon the Purchase of the Premises 153 and is due and payable upon delivery of deed. 154 Who Will Pay Brokerage Firm's Success Fee. 155 7.34. Listing Brokerage Firm, Landlord or Sublandlord May Pay. Tenant IS Obligated to Pay. Broker is 156 authorized and instructed to request payment of Brokerage Firm's Success Fee from the listing brokerage firm, landlord or 157 sublandlord. Tenant is obligated to pay any portion of Brokerage Firm's Success Fee which is not paid by the listing brokerage firm, 158 landlord or sublandlord. This section applies to: New Premises Tenant's Existing Premises Both. 159 Tenant Will Pay. Tenant is obligated to pay Brokerage Firm's Success Fee. Brokerage Firm is NOT entitled 160 to receive additional compensation, bonuses or incentives from listing brokerage firm, landlord or any other source. 161 Listing Brokerage Firm, Landlord or Sublandlord May Pay. Tenant is NOT Obligated to Pay. Broker is 162 authorized to obtain payment of Brokerage Firm's Success Fee from the listing brokerage firm, landlord or sublandlord. Provided 163 Tenant has fulfilled Tenant's obligations in this Tenant Listing Contract, Tenant is not obligated to pay Brokerage Firm's Success 164

7.4. Holdover Period. Brokerage Firm's Success Fee applies to Premises leased (or purchased if § 3.5.2 is checked) during

the Listing Period of this Tenant Listing Contract or any extensions and also applies to Premises leased or purchased within

Fee. This section applies to New Premises Tenant's Existing Premises Both.

If no box is checked above, then § 7.3.3 (**Tenant is NOT Obligated to Pay**) will apply.

169 170 171 172 173 174	calendar days after the Listing Period expires (Holdover Period) (1) if the Premises is one on which Broker negotiated and (2) if Broker submitted its address or other description in writing to Tenant during the Listing Period (Submitted Premises). Provided however, Tenant Will Will Not owe the Brokerage Firm's Success Fee under §§ 7.1, 7.2, 7.3.1 and 7.3.2 as indicated if a commission is earned by another brokerage firm acting pursuant to an exclusive agreement with Tenant entered into during the Holdover Period, and a Lease or Sale of the Submitted Premises is consummated. If no box is checked in this § 7.4, then Tenant does not owe the Brokerage Firm's Success Fee to Brokerage Firm.
175 176	7.5 Management Fee. Nothing in this Tenant Listing Contract prohibits Brokerage Firm from receiving a management fee from Landlord pursuant to a separate agreement to provide management services to Landlord.
177	8. LIMITATION ON THIRD-PARTY COMPENSATION. Neither Broker nor Brokerage Firm, except as set forth in § 7 will
178	accept compensation from any other person or entity in connection with the Premises without the written consent of Tenant.
179 180	Additionally, neither Broker nor Brokerage Firm is permitted to assess and receive mark-ups or other compensation for services performed by any third party or affiliated business entity unless Tenant signs a separate written consent for such services.
181	9. TENANT'S OBLIGATIONS TO BROKER. Tenant agrees to conduct all negotiations for the Premises only through Broker
182	and to refer to Broker all communications received in any form from brokers, prospective landlords, owners, or any other source
183	during the Term of this Tenant Listing Contract. Tenant represents that Tenant
184 185	that Tenant  Has Has Not received a list of any "Submitted Premises" pursuant to a previous listing agreement to lease or
186	purchase the Premises with any other broker.
187	10. OWNER'S ASSOCIATION. Tenant acknowledges that the Premises may be located within a common interest community.
188	and if so, Tenant would be subject to the covenants, rules and regulations of the association of the community, including, but not
189	limited to, parking regulations.
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190	11. TENANT DUE DILIGENCE. Tenant is advised to perform all appropriate due diligence, including, but not limited to,
191	verifying the accuracy and completeness of any information regarding the Premises in the Multiple Listing Service, marketing
192	materials, owner's association documents, statements made by the landlord or landlord's broker, or any other sources.
193	12. DEFAULT; RIGHT TO CANCEL. If any obligation is not performed timely as provided in this Contract, the non-defaulting
194	party has the following remedies:
195	12.1. If Broker is in Default. In the event the Broker fails to substantially perform under this Tenant Listing Contract,
196	Tenant has the right to cancel this Tenant Listing Contract, including all rights of Brokerage Firm to damages. Any rights of Tenant
197	that accrued prior to cancellation will survive such cancellation. Tenant's notice of cancellation must be made in writing, identify
198	the basis for cancellation, and be delivered to Broker in accordance with § 26.
199	12.2. If Tenant is in Default. In the event the Tenant fails to substantially perform under this Tenant Listing Contract including Tenant's failure to reasonably cooperate with Broker, Brokerage Firm may cancel this Tenant Listing Contract upon
200	written notice to Tenant. Any rights of Brokerage Firm that accrued prior to cancellation will survive such cancellation, to include
201 202	Brokerage Firm's damages. Such damages may include, but are not limited to, the Broker's out-of-pocket costs or the amount of a
203	commission Broker would have earned under § 7. Brokerage Firm's notice of cancellation must be made in writing, identify the
204	basis for cancellation, and be delivered to Tenant in accordance with § 26.
205	13. COST OF SERVICES OR PRODUCTS OBTAINED FROM OUTSIDE SOURCES. Broker will not obtain or order
206	products or services from outside sources unless Tenant has agreed in writing, to pay for them promptly when due (e.g., space
207	planning, drawings, surveys, radon tests, soil tests, title reports, engineering studies, property inspections). Neither Broker not
208	Brokerage Firm is obligated to advance funds for Tenant. Tenant must reimburse Brokerage Firm for payments made by Brokerage
209	Firm for such products or services authorized by Tenant.
210	14. BROKERAGE SERVICES; SHOWING PREMISES.
211	14.1. Brokerage Services. The following additional tasks will be performed by Broker:
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217	14.2. Showing Premises. Tenant acknowledges that Broker has explained the possible methods used by listing brokers.
218	landlords and sublandlords to show premises, and the limitations (if any) on Tenant and Broker being able to access premises due to
219	such methods. Broker's limitations on accessing premises are as follows:

Broker, through Brokerage Firm, has access to the following multiple listing services and property information services:

222 223	15. DISCLOSURE OF TENANT'S IDENTITY. Tenant  Does Does Not grant permission to Broker to disclose Tenant's identity to third parties without prior written consent of Tenant. If neither box is checked, Tenant does not provide such permission.
224	16. DISCLOSURE OF SETTLEMENT SERVICE COSTS. Tenant acknowledges that costs, quality, and extent of service vary
225	between different settlement service providers (e.g., attorneys, lenders, inspectors and title companies). Broker cannot require Tenant
226	to use a certain settlement service provider and Tenant can shop and select similar services from other companies. Tenant is
227	ultimately responsible for selecting, qualifying, and paying for the settlement service providers who provide such services to Tenant.
228	17. WIRE AND OTHER FRAUDS. Wire and other frauds are a significant risk in real estate transactions. Anytime Tenant is
229	supplying confidential information, such as social security numbers and bank account numbers, or transferring or receiving funds,
230	Tenant should provide the information in person or in another secure manner. Wire instructions should only be sent by a Closing
231	Company to the Tenant via encrypted e-mails or encrypted web portals that require end user authentication (i.e., password protected).
232	If encrypted e-mails or encrypted web portals are not available, wire instructions should be delivered by hand, telephone, mail, or
233	overnight courier. Tenant should never reply to an e-mail or call a telephone number included in an e-mail regarding wire instructions
234	or trust changes to wiring instructions received via email without verbal confirmation from a trusted source. To protect against fraud,
235	money should never be wired based on email instructions alone and wire transfer details and payment instructions should always be
236	verified in person or by telephone using a trusted and independently verified contact number.
237	18. REMOVAL OF MARKETING MATERIAL. Tenant acknowledges that marketing material used by the landlord and the
238	landlord's broker (e.g., videos, photos, etc.) may be difficult, if not impossible, to remove from syndicators and the Internet and
239	releases Broker from any liability for Broker's inability to remove the information
240	19. NONDISCRIMINATION. Tenant understands and agrees that the Broker may not violate federal, state, or local fair housing
241	laws.
242	20. RECOMMENDATION OF LEGAL AND TAX COUNSEL. By signing this document, Tenant acknowledges that Broker has
243	advised that this document has important legal consequences and has recommended consultation with legal and tax or other counsel
244	before signing this Tenant Listing Contract.
245	21. MEDIATION. If a dispute arises relating to this Tenant Listing Contract, whether prior to or after possession of the Premises,
246	and the dispute is not resolved, the parties must first proceed in good faith to submit the matter to mediation before proceeding to
247	arbitration or litigation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute
248	informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree, in writing, before
249	any settlement is binding. A party requesting mediation must deliver written notice requesting mediation to the other party as
250	provided in § 26. The parties will jointly appoint an acceptable mediator and will equally share the cost of such mediation. The
251	obligation to mediate, unless otherwise agreed, will terminate in the event the entire dispute is not resolved within 30 calendar days
252	of the date written notice requesting mediation was delivered.
253	22. ATTORNEY FEES. In the event of any arbitration or litigation relating to this Tenant Listing Contract, the arbitrator or court
254	must award to the prevailing party all reasonable costs and expenses, including attorney and legal fees.
255	23. ADDITIONAL PROVISIONS. The following additional provisions have not been approved by the Colorado Real Estate
256	Commission:
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261	24. ATTACHMENTS. The following are incorporated into and made a part of this Tenant Listing Contract:
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265	25. NO OTHER PARTY OR INTENDED BENEFICIARIES. Nothing in this Tenant Listing Contract is deemed to inure to the
266	benefit of any person other than Tenant, Broker, and Brokerage Firm.

## 267 **26. NOTICE, DELIVERY AND CHOICE OF LAW.**

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- **26.1. Physical Delivery and Notice.** Any document or notice to Brokerage Firm or Tenant must be in writing, except as provided in § 26.2 and § 26.3 and is effective when physically received by such party, or any individual named in this Tenant Listing Contract to receive documents or notices for such party.
- - 26.3. Electronic Delivery. Electronic Delivery of documents 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.
- 277 **26.4. Choice of Law.** This Tenant 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.
- 280 **27. MODIFICATION OF THIS CONTRACT.** No subsequent modification of any of the terms of this Tenant Listing Contract is valid, binding upon the parties, or enforceable unless in writing and signed by the parties.
- 282 **28. COUNTERPARTS.** This Tenant 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.
- 284 **29. 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 Tenant Listing Contract.
- 30. COPY OF CONTRACT. Tenant acknowledges receipt of a copy of this Tenant Listing Contract signed by Broker, including all attachments.
- 31. MEGAN'S LAW. If the presence of a registered sex offender is a matter of concern to Tenant, Tenant understands that Tenant must contact local law enforcement officials regarding obtaining such information.
- Brokerage Firm authorizes Broker to execute this Tenant Listing Contract on behalf of Brokerage Firm.

Tenant:		Brokerage Firm:		
	· \ O	<b>Y</b>		
Tenant's Signature	Date	Broker's Signature	Date	
Street Address		Brokerage Firm Street Addre	SS	
City, State, Zip		Brokerage Firm City, State, Zip		
Phone No.		Broker Phone No.		
Fax No.		Broker Fax No.		
Email Address		Broker Email Address		
Tenant's Signature	Date			
Street Address				
City, State, Zip				
Phone No.	<del></del>			
Fax No.				
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