1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. 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. (ETC59-6-22) (Mandatory 1-23) ETC59 – Exclusive Tenant 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.		
17	EXCLUSIVE TENANT LISTING CONTRACT		
18	☐ TENANT AGENCY ☐ TRANSACTION-BROKERAGE		
19	Date:		
20	Date:		
21	1. AGREEMENT. Tenant and Brokerage Firm enter into this exclusive, irrevocable contract (Tenant Listing Contract) and agree		
22	to its provisions. Broker, on behalf of Brokerage Firm, agrees to provide brokerage services to Tenant. Brokerage Firm will receive		
23	compensation as set forth in this Tenant Listing Contract.		
24	2. BROKER AND BROKERAGE FIRM.		
25	2.1. Multiple-Person Firm. If this box is checked, "Broket" (as defined below) is the individual designated by Brokerage		
26	Firm to serve as the Broker of Tenant and to perform the services for Tenant required by this Tenant Listing Contract. If more than		
27	one individual is so designated, then references in this Tenant Listing Contract to Broker includes all persons so designated, including		
28 29	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.		
30	2.2. One-Person Firm. If this box is checked, Broker (as defined below) is a brokerage firm with only one licensed person.		
31	References in this Tenant Listing Contract to Broker or Brokerage Firm mean both the licensed person and brokerage firm, who		
32	serve as the Broker of Tenant and perform the services for Tenant required by this Tenant Listing Contract.		
22	2. DEFINED TERMS		
33 34	3. DEFINED TERMS. 3.1. Tenant:		
35	3.1. Fridam. 3.2. Brokerage Firm:		
36	3.3. Broker:		
37	3.4. Premises. Premises means real estate which substantially meets the following requirements or similar real estate acceptable to Tenant:		
38 39	ассеране во тенан.		
40			
41			
42	3.5. Lease, Purchase.		
43 44	3.5.1. A "Lease" of the Premises means any agreement between a landlord and the Tenant to create a tenancy or leasehold interest in the Premises.		
45	3.5.2. If this box is checked, Tenant authorizes Broker to negotiate a "Purchase" of the Premises. A "Purchase" of the		
46	Premises means the acquisition of any interest in the Premises or the creation of the right to acquire any interest in the Premises,		
47	including a contract for Purchase or lease by the Tenant, directly or indirectly, or any other person or entity on whose behalf the	\angle \vdash	
48 49	Tenant acts. It also includes an agreement to acquire any ownership interest in an entity that owns the Premises. The rights and duties		
50	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.		
51	3.6. Listing Period. The Listing Period of this Tenant Listing Contract begins on and continues		
52	through the earlier of (1) completion of the Lease of the Premises or Purchase of the Premises or (2)	//	
53	and any written extensions (Listing Period). Broker will continue to assist in the completion of any Lease or Purchase for which	_	
54	compensation is payable to Brokerage Firm under § 7 of this Tenant Listing Contract, even after expiration of the Listing Period.		
	ETC59-6-22. EXCLUSIVE TENANT LISTING CONTRACT Page 1 of 7		

55	3.7. Applicability of Terms. A check or similar mark in a box means that such provision is applicable. The abbreviation "N/A"	
56	or the word "Deleted" means not applicable. The abbreviation "MEC" (mutual execution of this contract) means the date upon which	
57	both parties have signed this Tenant Listing Contract. For purposes of this agreement, "landlord" includes sublandlord and "tenant"	
58	includes subtenant.	
59	3.8. Day; Computation of Period of Days, Deadline.	
60	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	
61	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	
62		
63	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,	
64	Sunday, or federal or Colorado state holiday (Holiday), such deadline Will Will Not be extended to the next day that is not	
65	a Saturday, Sunday, or Holiday. Should neither box be checked, the deadline will not be extended.	
66	4. BROKERAGE RELATIONSHIP.	
67	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	
68	Agent). If the Transaction-Brokerage box at the top of page 1 is checked, Broker acts as a Transaction-Broker.	
69	4.2. In-Company Transaction – Different Brokers. When the landlord and Tenant in a transaction are working with	
70	different brokers within the Brokerage Firm, those brokers continue to conduct themselves consistent with the brokerage	
71	relationships they have established. Tenant acknowledges that Brokerage Firm is allowed to offer and pay compensation to brokers	
72	within Brokerage Firm working with a landlord.	
73	4.3. In-Company Transaction – One Broker. If the landlord and Tenant are both working with the same Broker, Broker	
74	will function as:	
75	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:	
76	4.3.1.1. Tenant Agency Unless Brokerage Relationship with Both. Broker represents Tenant as Tenant's	
77	Agent and must treat the landlord as a customer. A customer is a party to a transaction with whom Broker has no brokerage	
78	relationship. Broker must disclose to such customer the Broker's relationship with Tenant. However, if Broker delivers to Tenant a	
79	written Change of Status that Broker has a brokerage relationship with the landlord then Broker is working with both Tenant and	
80	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)	
81	applies instead,	
82	4.3.1.2. Tenant Agency Only. If this box is checked, Broker represents Tenant as Tenant's Agent and must	
83	treat the landlord as a customer.	
1 0.0	treat the fandiord as a customer.	
	4.2.2 Through Burlow Eddy Transaction by Addy of the Label of the labe	
84	4.3.2. Transaction-Broker. If the Transaction-Brokerage box at the top of page 1 is checked, or in the event neither	
84 85	box is checked, Broker must work with Tenant as a Transaction-Broker. A Transaction-Broker must perform the duties described in	
84 85 86	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	
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84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106	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. 5.2.1. 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.	
84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107	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.	
84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108	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 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. Tenant consents to Broker's disclosure of Tenant'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	
84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109	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 adverse material facts actually known by 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. Tenant consents to Broker's disclosure of Tenant'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 Tenant. 5.43. Broker may show premises in which Tenant is interested to other prospective tenants without breaching any duty or	
84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110	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. 5.2.1. 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.	

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113	5.54. Broker is not obligated to seek other premises while Tenant is already a party to a Lease.	
114	5.65. Broker has no duty to conduct an independent inspection of the Premises for the benefit of Tenant and has no duty to	
115	independently verify the accuracy or completeness of statements made by a landlord or independent inspectors. Broker has no duty	
116	to conduct an independent investigation of Tenant's financial condition or to verify the accuracy or completeness of any statement	
117	made by Tenant.	
118	5.76. 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.	
119 120	5.87. Tenant understands that Tenant is not liable for Broker's acts or omissions that have not been approved, directed, or	
121	ratified by Tenant.	
122	Tathled by Telland.	
123	6. ADDITIONAL DUTIES OF TENANT'S AGENT. If the Tenant Agency box at the top of page 1 is checked, Broker is-	
124	Tenant's Agent, with the following additional duties:	
125	6.1. Promoting the interests of Tenant with the utmost good faith, loyalty, and fidelity;	
126	6.2. Seeking lease rates and terms that are acceptable to Tenant; and	
127	6.3. Counseling Tenant as to any material benefits or risks of a transaction that are actually known by Broker.	
128		
129	7. COMPENSATION TO BROKERAGE FIRM. In consideration of the services to be performed by Broker, Brokerage Firm	
130 131	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 otherwise agreed to in writing, Brokerage Firm is entitled to receive additional compensation, bonuses, and incentives paid by listing	
132	brokerage firm or landlord. Broker will inform Tenant of the fee to be paid to Brokerage Firm and, if there is a written agreement,	
133	Broker will supply a copy to Tenant, upon written request of Tenant.	
134	7.1. Brokerage Firm's Fee – Lease.	
135	Check Compensation Arrangement:	
136	7.1.1. Success Fee. Brokerage Firm will be paid as follows:	
137	7.1.1.1. Amount. \$	
138	as provided in § 7.1.1.2.	
139	7.1.1.2. Adjusted Amount. See § 21-23 (Additional Provisions) or Other	
140	7.1.1.3. When Earned; When Payable – Lease. The Success Fee is earned by Brokerage Firm upon the	
141 142	mutual execution of the Lease. One-half of this fee is <u>due and payable upon mutual execution of the Lease and one-half upon possession of the Premises by Tenant or as follows:</u>	
143	7.1.2. Hourly Fee. Brokerage Firm will be paid \$ per hour for time spent by Broker pursuant to this	
144	Tenant Listing Contract, up to a maximum total fee of This hourly fee is payable to Brokerage Firm upon	
145	receipt of an invoice from Brokerage Firm.	
146	7.1.3. Retainer Fee. Tenant will pay Brokerage Firm a nonrefundable retainer fee of \$ due and payable	
147	upon signing of this Tenant Listing Contract. This amount \square Will \square Will Not be credited against other fees payable to Brokerage	
148	Firm under this section.	
149	7.1.4. Other Compensation. 7.1.5. Fee for Extension, Renewal or Expansion. If the Lease, executed after the date of this Tenant Listing Contract,	
150 151	contains an option to extend or renew, or if Tenant expands into additional space within the building or complex where the Premises	
152	is located, Brokerage Firm Will Will Not be paid a fee upon exercise of such extension or renewal option or expansion. If	
153	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:	
154		
155	If neither box is checked. Broker will not be paid a fee upon any such extension, renewal, or expansion.	
156	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	
157	greater of \$ or% of the purchase price for the Premises, less any amounts paid by the listing brokerage	
158	firm or seller. 7.2.1. When Earned; When Payable – Purchase. This Purchase fee is earned upon the Purchase of the Premises	
159 160	and is due and payable upon delivery of deed.	
161	1.3. Who Will Pay Brokerage Firm's Success Fee.	
162	7.3.1. Listing Brokerage Firm, Landlord or Sublandlord May Pay. Tenant IS Obligated to Pay. Broker is	
163	authorized and instructed to request payment of Brokerage Firm's Success Fee from the listing brokerage firm, landlord or	
164	sublandlord. Tenant is obligated to pay any portion of Brokerage Firm's Success Fee which is not paid by the listing brokerage firm,	
165	landlord or sublandlord. This section applies to: New Premises Tenant's Existing Premises Both.	
166	7.3.2. Tenant Will Pay. Tenant is obligated to pay Brokerage Firm's Success Fee. Brokerage Firm is NOT entitled	
167	to receive additional compensation, bonuses or incentives from listing brokerage firm, landlord or any other source. 7.3.3. Listing Brokerage Firm, Landlord or Sublandlord May Pay. Tenant is NOT Obligated to Pay. Broker is	
168 169	authorized to obtain payment of Brokerage Firm's Success Fee from the listing brokerage firm, landlord or sublandlord. Provided	
170	Tenant has fulfilled Tenant's obligations in this Tenant Listing Contract, Tenant is not obligated to pay Brokerage Firm's Success	
171	Fee. This section applies to New Premises Tenant's Existing Premises Both.	
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1/2	if no box is checked above, then § 7.3.5- (Tenant is NOT Obligated to Fay) will apply.			
173	7.4. Holdover Period. Brokerage Firm's Success Fee applies to Premises leased (or purchased if § 3.5.2			
174	the Listing Period of this Tenant Listing Contract or any extensions and also applies to Premises leased or purcl	hased within		
175	calendar days after the Listing Period expires (Holdover Period) (1) if the Premises is one on which Broker r	negotiated and (2) if		
176	Broker submitted its address or other description in writing to Tenant during the Listing Period. (Submitted I	Premises). Provided.		
177	however, Tenant Will Will Not owe the Brokerage Firm's Success Fee under §§ 7.1-, 7.2-, 7.3.1- and			
178	a commission is earned by another brokerage firm acting pursuant to an exclusive agreement with Tenant ent			
179	Holdover Period, and a Lease or Sale of the Submitted Premises is consummated. If no box is checked in this			
180	does not owe the Brokerage Firm's Success Fee to Brokerage Firm.	, _γ /. , men renalit		
181 182	7.5 Management Fee. Nothing in this Tenant Listing Contract prohibits Brokerage Firm from receiving from Landlord pursuant to a separate agreement to provide management services to Landlord.	g a management tee		
182	from Landiord pursuant to a separate agreement to provide management services to Landiord.	• • •		
		Y		
183	8. LIMITATION ON THIRD-PARTY COMPENSATION. Neither Broker nor Brokerage Firm, except as		1	
184	accept compensation from any other person or entity in connection with the Premises without the written			
185	Additionally, neither Broker nor Brokerage Firm is permitted to assess and receive mark-ups or other compe			
186	performed by any third third party or affiliated business entity unless Tenant signs a separate written consent for	r such services.		
187	9. TENANT'S OBLIGATIONS TO BROKER. Tenant agrees to conduct all negotiations for the Premises	only through Broker		
188	and to refer to Broker all communications received in any form from brokers, prospective landlords, owners,	or any other source		
189	during the Term of this Tenant Listing Contract. Tenant represents that Tenant 🔲 Is 🔲 Is Not currently a par			
190	with any other broker to represent or assist Tenant in the location or Lease or Purchase of the Premises. Tenan			
191	that Tenant Has Has Not received a list of any "Submitted Premises" pursuant to a previous listing a			
192	purchase the Premises with any other broker.	o 01		
- / -	First and a standard with any other.			
193	10. OWNER'S ASSOCIATION. Tenant acknowledges that the Premises may be located within a common	interest community		
193	and if so, Tenant would be subject to the covenants, rules and regulations of the association of the community		\leq	
	limited to, parking regulations.	y, meruding, but not		
195	inflied to, parking regulations.		$\overline{}$	
106	THE TENANT PRIE PRINCENCE TO A STATE OF THE	1 4 4 1 2 1 4		
196	11. TENANT DUE DILIGENCE. Tenant is advised to perform all appropriate due diligence, including,			
197	verifying the accuracy and completeness of any information regarding the Premises in the Multiple Listing			
198	materials, owner's association documents, statements made by the landlord or landlord's broker, or any other so	ources.		
199	12. ——DEFAULT; RIGHT TO CANCEL. If any obligation is not performed timely as provided in thi	s Contract, the non-		
200	defaulting party has the following remedies:			
201	1012.1. If Broker is in Default. In the event the Broker fails to substantially perform under this Tena	int Listing Contract,		
202	Tenant has the right to cancel this Tenant Listing Contract, including all rights of Brokerage Firm to damages. A	Any rights of Tenant		
203	that accrued prior to cancellation will survive such cancellation. Tenant's notice of cancellation must be made	e in writing, identify		
204	the basis for cancellation, and be delivered to Broker in accordance with § 26.			
205	1012.2. If Tenant is in Default. In the event the Tenant fails to substantially perform under this Tenant	int Listing Contract,		
206	including Tenant's failure to reasonably cooperate with Broker, Brokerage Firm may cancel this Tenant Lis			
207	written notice to Tenant. Any fights of Brokerage Firm that accrued prior to cancellation will survive such can			
208	Brokerage Firm's damages. Such damages may include, but are not limited to, the Broker's out-of-pocket cost			
209	commission Broker would have earned under § 7. Brokerage Firm's notice of cancellation must be made in			
210	basis for cancellation and be delivered to Tenant in accordance with § 26.	-5,, ****		
,				
211	4413. COST OF SERVICES OR PRODUCTS OBTAINED FROM OUTSIDE SOURCES. Broker wi	Il not obtain or order		
211	products or services from outside sources unless Tenant has agreed in writing, -to pay for them promptly w			
	planning, drawings, surveys, radon tests, soil tests, title reports, engineering studies, property inspections).			
213				
214	Brokerage Firm is obligated to advance funds for Tenant. Tenant must reimburse Brokerage Firm for payments	made by Brokerage		
215	Firm for such products or services authorized by Tenant.			
	y			
216	1214. BROKERAGE SERVICES; SHOWING PREMISES.			
217	1214.1. Brokerage Services. The following additional tasks will be performed by Broker:			
218				
219				
220				
221				
222				
	ETC59-6-22. EXCLUSIVE TENANT LISTING CONTRACT Pag	e 4 of 7		
		,		

223 224 225 226 227	1214.2. Showing Premises. Tenant acknowledges that Broker has explained the possible methods used by listing brokers, landlords and sublandlords to show premises, and the limitations (if any) on Tenant and Broker being able to access premises due to 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:		
228 229 230	1315. DISCLOSURE OF TENANT'S IDENTITY. Broker Tenant Does Does Not have Tenant's 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.		
231 232 233 234 235	1416. DISCLOSURE OF SETTLEMENT SERVICE COSTS. Tenant 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 Tenant to use a certain settlement service provider and Tenant can shop and select similar services from other companies. Tenant is ultimately responsible for selecting, qualifying, and paying for the settlement service providers who provide such services to Tenant.		
236 237	1517WIRE AND OTHER FRAUDSWire and other frauds occur in real estate transactions. Any time Tenant is supplying confidential information such as social security numbers or bank account numbers, Tenant should provide the information in person		
238	or in another secure manner. Wire and other frauds are a significant risk in real estate transactions. Anytime Tenant is supplying		-
239	confidential information, such as social security numbers and bank account numbers, or transforring or receiving funds, Tenant		
240	should provide the information in person or in another secure manner. Wire instructions thould only be sent by a Closing Company		
241 242	to the Tenant 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		
242 243	overnight courier. Tenant should never reply to an e-mail or call a telephone number included in an e-mail regarding wire instructions		
244	or trust changes to wiring instructions received via email without verbal confirmation from a trusted source. To protect against fraud,		
245	money should never be wired based on email instructions alone and wire transfer details and payment instructions should always be		
246	verified in person or by telephone using a trusted and independently verified contact number.		
247 248 249	1618. REMOVAL OF MARKETING MATERIAL. Tenant acknowledges that marketing material used by the landlord and the landlord's broker (e.g., videos, photos, etc.) 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.		
250 251	1719. NONDISCRIMINATION. Tenant understands and agrees that the Broker may not violate federal, state, or local fair housing laws.		
252	1820. RECOMMENDATION OF LEGAL AND TAX COUNSEL. By signing this document, Tenant acknowledges that		
253	Broker has advised that this document has important legal consequences and has recommended consultation with legal and tax or other		
254	counsel before signing this Tenant Listing Contract.		
255	4921. MEDIATION. If a dispute arises relating to this Tenant Listing Contract, whether prior to or after possession of the		
256 257	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		
258	the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree, in		
259	writing, before any settlement is binding.		-
260	The parties will jointly appoint an acceptable mediator and will equally share equally in the cost of such		
261	mediation. The <u>obligation to</u> mediat <u>eion</u> , unless otherwise agreed, will terminate in the event the entire dispute is not resolved within		
262	30 calendar days of the date written notice requesting mediation was delivered is delivered by one party to the other at the other party; a last known address.	_ `	
263	puri a dasa turo del dudicas:		
264	2422. ATTORNEY FEES. In the event of any arbitration or litigation relating to this Tenant Listing Contract, the arbitrator		
265	or court must award to the prevailing party all reasonable costs and expenses, including attorney and legal fees.		
266	2123. ADDITIONAL PROVISIONS. (The following additional provisions have not been approved by the Colorado Real		
266 267	Estate Commission):		
268			
269			
270			
271			
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272	2224. ATTACHMENTS. The following are incor	porated into and made a part of this Tenant Listing Contract:			
273 274 275					
276 277	2325. NO OTHER PARTY OR INTENDED BENT to the benefit of any person other than Tenant, Broker, at	IEFICIARIES. Nothing in this Tenant Listing Contract is deemed to inure and Brokerage Firm.			
278 279	2426. NOTICE, DELIVERY AND CHOICE C 2426.1. Physical Delivery and Notice. Any docu	F LAW. nent or notice to Brokerage Firm or Tenant must be in writing.			
280	provided in § 2426.2- and § 26.3 and is effective when				
281					
283	Firm or Tenant, or any individual named in this Tenant Listing Contract to receive documents or notices for such party, at the				
284	4 electronic address of the recipient by facsimile, email or				
286		er provided the recipient receives the information necessary to access the			
287	documents, or (3) facsimile at the facsimile number (Fax	No.) of the recipient.			
288 289		ract and all disputes arising hereunder are governed by and construed in rould be applicable to Colorado residents who sign a contract in Colorado			
290	for real property located in Colorado.	could be applicable to colorado resident, who sign a contract in colorado			
201	1517 MODIFICATION OF THE CONTRACT	No show the district of the Association Toward Links			
291 292	2527. MODIFICATION OF THIS CONTRACT Contract is valid, binding upon the parties, or enforceable	No subsequent modification of any of the terms of this Tenant Listing e unless in writing and signed by the parties.			
293 294					
295	ENTIRE AGREEMENT. This agreement constitutes the entire contract between the parties and any prior agreements,				
296 	whether oral or written, have been merged and integrated	into this Tenant Listing Contract.			
297	2830. COPY OF CONTRACT. Tenant acknowledge.	adges receipt of a copy of this Tenant Listing Contract signed by Broker,			
298	including all attachments.				
299	2931. MEGAN'S LAW. If the presence of a regist	ered sex offender is a matter of concern to Tenant, Tenant understands that			
300	Tenant must contact local law enforcement officials rega	rding obtaining such information.			
301	Brokerage Firm authorizes Broker to execute this Tenant	Listing Contract on behalf of Brokerage Firm.			
302	Tenant:	Brokerage Firm:			
303					
304 305					
306 307	Tenant's Signature Date	Broker's Signature Date			
308	Street Address	Brokerage Firm Street Address			
309 310	City, State, Zip	Brokerage Firm City, State, Zip			
311 312	Phone No.	Broker Phone No.			
313		Broker Fax No.			
314 315	Fax No.'	Broker rax Ino.			
316 317	Email Address	Broker Email Address			
318					
319 320	Tenant's Signature Date				
321					
322	Street Address				
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