

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.  
(ETC59-6-22) (Mandatory 1-23)

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

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

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

## EXCLUSIVE TENANT LISTING CONTRACT

TENANT AGENCY     TRANSACTION-BROKERAGE

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

**1. AGREEMENT.** Tenant and Brokerage Firm enter into this exclusive, irrevocable contract (Tenant Listing Contract) 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. 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 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 or 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 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 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.

**3.6. Listing Period.** The Listing Period of this Tenant Listing Contract begins on \_\_\_\_\_ and continues 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.

**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).

53 **3.8.2. Computation of Period of Days, Deadline.** In computing a period of days, when the ending date is not  
54 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,  
55 Sunday, or federal or Colorado state holiday (Holiday), such deadline  **Will**  **Will Not** be extended to the next day that is not  
56 a Saturday, Sunday, or Holiday. Should neither box be checked, the deadline will not be extended.

57 **4. BROKERAGE RELATIONSHIP.**

58 **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  
59 Agent). If the Transaction-Brokerage box at the top of page 1 is checked, Broker acts as a Transaction-Broker.

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

64 **4.3. In-Company Transaction – One Broker.** If the landlord and Tenant are both working with the same Broker, Broker  
65 will function as:

66 **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:

67 **4.3.1.1. Tenant Agency Unless Brokerage Relationship with Both.** Broker represents Tenant as Tenant's  
68 Agent and must treat the landlord as a customer. A customer is a party to a transaction with whom Broker has no brokerage  
69 relationship. Broker must disclose to such customer the Broker's relationship with Tenant. However, if Broker delivers to Tenant a  
70 written Change of Status that Broker has a brokerage relationship with the landlord then Broker is working with both Tenant and  
71 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**)  
72 applies instead.

73  **4.3.1.2. Tenant Agency Only.** If this box is checked, Broker represents Tenant as Tenant's Agent and must  
74 treat the landlord as a customer.

75 **4.3.2. Transaction-Broker.** If the Transaction-Brokerage box at the top of page 1 is checked, or in the event neither  
76 box is checked, Broker must work with Tenant as a Transaction-Broker. A Transaction-Broker must perform the duties described in  
77 § 5 and facilitate lease transactions without being an advocate or agent for either party. If the landlord and Tenant are working with  
78 the same broker, Broker must continue to function as a Transaction-Broker.

79 **5. BROKERAGE DUTIES.** Broker, acting on behalf of Brokerage Firm as either a Transaction-Broker or a Tenant's Agent,  
80 must perform the following **Uniform Duties** when working with Tenant:

81 **5.1.** Broker must exercise reasonable skill and care for Tenant, including but not limited to the following:

82 **5.1.1.** Performing the terms of any written or oral agreement with Tenant;

83 **5.1.2.** Presenting all offers to and from Tenant in a timely manner regardless of whether Tenant is already a party to a  
84 written agreement to Lease the Premises;

85 **5.1.3.** Disclosing to Tenant adverse material facts actually known by Broker;

86 **5.1.4.** Advising Tenant regarding the transaction and advising Tenant to obtain expert advice as to material matters  
87 about which Broker knows but the specifics of which are beyond the expertise of Broker;

88 **5.1.5.** Accounting in a timely manner for all money and property received; and

89 **5.1.6.** Keeping Tenant fully informed regarding the transaction.

90 **5.2.** Broker must not disclose the following information without the informed consent of Tenant:

91 **5.2.1.** That Tenant is willing to pay more than the offered lease rate for the Premises;

92 **5.2.2.** What Tenant's motivating factors are;

93 **5.2.3.** That Tenant will agree to Lease terms other than those offered; or

94 **5.2.4.** Any material information about Tenant unless disclosure is required by law or failure to disclose such  
95 information would constitute fraud or dishonest dealing.

96 **5.3.** Tenant consents to Broker's disclosure of Tenant's confidential information to the supervising broker or designee for the  
97 purpose of proper supervision, provided such supervising broker or designee does not further disclose such information without  
98 consent of Tenant, or use such information to the detriment of Tenant.

99 **5.4.** Broker may show premises in which Tenant is interested to other prospective tenants without breaching any duty or  
100 obligation to Tenant. Broker is not prohibited from showing competing tenants the same premises and from assisting competing  
101 tenants in attempting to lease a particular premises.

102 **5.5.** Broker is not obligated to seek other premises while Tenant is already a party to a Lease.

103 **5.6.** Broker has no duty to conduct an independent inspection of the Premises for the benefit of Tenant and has no duty to  
104 independently verify the accuracy or completeness of statements made by a landlord or independent inspectors. Broker has no duty  
105 to conduct an independent investigation of Tenant's financial condition or to verify the accuracy or completeness of any statement  
106 made by Tenant.

107 **5.7.** Broker must disclose to any prospective landlord all adverse material facts actually known by Broker, including but not  
108 limited to adverse material facts concerning Tenant's financial ability to perform the terms of the transaction.

109 **5.8.** Tenant understands that Tenant is not liable for Broker's acts or omissions that have not been approved, directed, or  
110 ratified by Tenant.

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

- 113 **6.1.** Promoting the interests of Tenant with the utmost good faith, loyalty, and fidelity;
- 114 **6.2.** Seeking lease rates and terms that are acceptable to Tenant; and
- 115 **6.3.** Counseling Tenant as to any material benefits or risks of a transaction that are actually known by Broker.

116 **7. COMPENSATION TO BROKERAGE FIRM.** In consideration of the services to be performed by Broker, Brokerage Firm  
117 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  
118 otherwise agreed to in writing, Brokerage Firm is entitled to receive additional compensation, bonuses, and incentives paid by listing  
119 brokerage firm or landlord. Broker will inform Tenant of the fee to be paid to Brokerage Firm and, if there is a written agreement,  
120 Broker will supply a copy to Tenant, upon written request of Tenant.

121 **7.1. Brokerage Firm's Fee – Lease.**

122 **Check Compensation Arrangement:**

123  **7.1.1. Success Fee.** Brokerage Firm will be paid as follows:

124 **7.1.1.1. Amount.** \$ \_\_\_\_\_ per square foot per \_\_\_\_\_, or \_\_\_\_\_, except  
125 as provided in § 7.1.1.2.

126 **7.1.1.2. Adjusted Amount.**  See § 21 (Additional Provisions) or  Other \_\_\_\_\_

127 **7.1.1.3. When Earned; When Payable – Lease.** The Success Fee is earned by Brokerage Firm upon the  
128 mutual execution of the Lease. One-half of this fee is payable upon mutual execution of the Lease and one-half upon possession of  
129 the Premises by Tenant or as follows: \_\_\_\_\_.

130  **7.1.2. Hourly Fee.** Brokerage Firm will be paid \$ \_\_\_\_\_ per hour for time spent by Broker pursuant to this  
131 Tenant Listing Contract, up to a maximum total fee of \$ \_\_\_\_\_. This hourly fee is payable to Brokerage Firm upon  
132 receipt of an invoice from Brokerage Firm.

133  **7.1.3. Retainer Fee.** Tenant will pay Brokerage Firm a nonrefundable retainer fee of \$ \_\_\_\_\_ due and payable  
134 upon signing of this Tenant Listing Contract. This amount  Will  Will Not be credited against other fees payable to Brokerage  
135 Firm under this section.

136  **7.1.4. Other Compensation.** \_\_\_\_\_.

137 **7.1.5. Fee for Extension, Renewal or Expansion.** If the Lease, executed after the date of this Tenant Listing Contract,  
138 contains an option to extend or renew, or if Tenant expands into additional space within the building or complex where the Premises  
139 is located, Brokerage Firm  Will  Will Not be paid a fee upon exercise of such extension or renewal option or expansion. If  
140 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:  
141 \_\_\_\_\_.

142 **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  
143 greater of \$ \_\_\_\_\_ or \_\_\_\_\_% of the purchase price for the Premises, less any amounts paid by the listing brokerage  
144 firm or seller.

145 **7.2.1. When Earned; When Payable – Purchase.** This Purchase fee is earned upon the Purchase of the Premises  
146 and is payable upon delivery of deed.

147 **7.3. Who Will Pay Brokerage Firm's Success Fee.**

148  **7.3.1. Listing Brokerage Firm, Landlord or Sublandlord May Pay. Tenant IS Obligated to Pay.** Broker is  
149 authorized and instructed to request payment of Brokerage Firm's Success Fee from the listing brokerage firm, landlord or  
150 sublandlord. Tenant is obligated to pay any portion of Brokerage Firm's Success Fee which is not paid by the listing brokerage firm,  
151 landlord or sublandlord. This section applies to:  New Premises  Tenant's Existing Premises  Both.

152  **7.3.2. Tenant Will Pay.** Tenant is obligated to pay Brokerage Firm's Success Fee. Brokerage Firm is NOT entitled  
153 to receive additional compensation, bonuses or incentives from listing brokerage firm, landlord or any other source.

154  **7.3.3. Listing Brokerage Firm, Landlord or Sublandlord May Pay. Tenant is NOT Obligated to Pay.** Broker is  
155 authorized to obtain payment of Brokerage Firm's Success Fee from the listing brokerage firm, landlord or sublandlord. Provided  
156 Tenant has fulfilled Tenant's obligations in this Tenant Listing Contract, Tenant is not obligated to pay Brokerage Firm's Success  
157 Fee. This section applies to  New Premises  Tenant's Existing Premises  Both.

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

159 **7.4. Holdover Period.** Brokerage Firm's Success Fee applies to Premises leased (or purchased if § 3.5.2. is checked) during  
160 the Listing Period of this Tenant Listing Contract or any extensions and also applies to Premises leased or purchased within \_\_\_\_\_  
161 calendar days after the Listing Period expires (Holdover Period) (1) if the Premises is one on which Broker negotiated and (2) if  
162 Broker submitted its address or other description in writing to Tenant during the Listing Period, (Submitted Premises). Provided,  
163 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  
164 a commission is earned by another brokerage firm acting pursuant to an exclusive agreement with Tenant entered into during the

165 Holdover Period, and a Lease or Sale of the Submitted Premises is consummated. If no box is checked in this § 7.4., then Tenant  
166 does not owe the Brokerage Firm's Success Fee to Brokerage Firm.

167 **8. LIMITATION ON THIRD-PARTY COMPENSATION.** Neither Broker nor Brokerage Firm, except as set forth in § 7 will  
168 accept compensation from any other person or entity in connection with the Premises without the written consent of Tenant.  
169 Additionally, neither Broker nor Brokerage Firm is permitted to assess and receive mark-ups or other compensation for services  
170 performed by any third party or affiliated business entity unless Tenant signs a separate written consent for such services.

171 **9. TENANT'S OBLIGATIONS TO BROKER.** Tenant agrees to conduct all negotiations for the Premises only through Broker  
172 and to refer to Broker all communications received in any form from brokers, prospective landlords, owners, or any other source  
173 during the Term of this Tenant Listing Contract. Tenant represents that Tenant  **Is**  **Is Not** currently a party to any agreement  
174 with any other broker to represent or assist Tenant in the location or Lease or Purchase of the Premises. Tenant further represents  
175 that Tenant  **Has**  **Has Not** received a list of any "Submitted Premises" pursuant to a previous listing agreement to lease or  
176 purchase the Premises with any other broker.

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

179 **10.1. If Broker is in Default.** In the event the Broker fails to substantially perform under this Tenant Listing Contract,  
180 Tenant has the right to cancel this Tenant Listing Contract, including all rights of Brokerage Firm to damages. Any rights of Tenant  
181 that accrued prior to cancellation will survive such cancellation.

182 **10.2. If Tenant is in Default.** In the event the Tenant fails to substantially perform under this Tenant Listing Contract  
183 including Tenant's failure to reasonably cooperate with Broker, Brokerage Firm may cancel this Tenant Listing Contract upon  
184 written notice to Tenant. Any rights of Brokerage Firm that accrued prior to cancellation will survive such cancellation to include  
185 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  
186 commission Broker would have earned under § 7.

187 **11. COST OF SERVICES OR PRODUCTS OBTAINED FROM OUTSIDE SOURCES.** Broker will not obtain or order  
188 products or services from outside sources unless Tenant has agreed to pay for them promptly when due (e.g., space planning,  
189 drawings, surveys, radon tests, soil tests, title reports, engineering studies, property inspections). Neither Broker nor Brokerage Firm  
190 is obligated to advance funds for Tenant. Tenant must reimburse Brokerage Firm for payments made by Brokerage Firm for such  
191 products or services authorized by Tenant.

192 **12. BROKERAGE SERVICES; SHOWING PREMISES.**

193 **12.1. Brokerage Services.** The following additional tasks will be performed by Broker:

194  
195  
196  
197  
198  
199 **12.2. Showing Premises.** Tenant acknowledges that Broker has explained the possible methods used by listing brokers,  
200 landlords and sublandlords to show premises, and the limitations (if any) on Tenant and Broker being able to access premises due to  
201 such methods. Broker's limitations on accessing premises are as follows: \_\_\_\_\_.  
202 Broker, through Brokerage Firm, has access to the following multiple listing services and property information services:  
203 \_\_\_\_\_.

204 **13. DISCLOSURE OF TENANT'S IDENTITY.** Broker  **Does**  **Does Not** have Tenant's permission to disclose Tenant's  
205 identity to third parties without prior written consent of Tenant.

206 **14. DISCLOSURE OF SETTLEMENT SERVICE COSTS.** Tenant acknowledges that costs, quality, and extent of service vary  
207 between different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

208 **15. WIRE AND OTHER FRAUDS.** Wire and other frauds occur in real estate transactions. Any time Tenant is supplying  
209 confidential information such as social security numbers or bank account numbers, Tenant should provide the information in person  
210 or in another secure manner.

211 **16. REMOVAL OF MARKETING MATERIAL.** Tenant acknowledges that marketing material used by the landlord and the  
212 landlord's broker (e.g., videos, photos, etc.) may be difficult, if not impossible, to remove from syndicators and the Internet and  
213 releases Broker from any liability for Broker's inability to remove the information.

214 **17. NONDISCRIMINATION.** Tenant understands and agrees that the Broker may not violate federal, state, or local fair housing  
215 laws.

216 **18. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this document, Tenant acknowledges that Broker has  
217 advised that this document has important legal consequences and has recommended consultation with legal and tax or other counsel  
218 before signing this Tenant Listing Contract.

219 **19. MEDIATION.** If a dispute arises relating to this Tenant Listing Contract, prior to or after possession of the Premises, and is  
220 not resolved, the parties must first proceed in good faith to submit the matter to mediation. Mediation is a process in which the parties  
221 meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding  
222 decisions. The parties to the dispute must agree, in writing, before any settlement is binding. The parties will jointly appoint an  
223 acceptable mediator and will share equally in the cost of such mediation. The mediation, unless otherwise agreed, will terminate in  
224 the event the entire dispute is not resolved within 30 calendar days of the date written notice requesting mediation is delivered by  
225 one party to the other at the other party's last known address.

226 **20. ATTORNEY FEES.** In the event of any arbitration or litigation relating to this Tenant Listing Contract, the arbitrator or court  
227 must award to the prevailing party all reasonable costs and expenses, including attorney and legal fees.

228 **21. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate Commission.)  
229  
230  
231  
232

233 **22. ATTACHMENTS.** The following are a part of this Tenant Listing Contract:  
234  
235  
236

237 **23. NO OTHER PARTY OR INTENDED BENEFICIARIES.** Nothing in this Tenant Listing Contract is deemed to inure to the  
238 benefit of any person other than Tenant, Broker, and Brokerage Firm.

239 **24. NOTICE, DELIVERY AND CHOICE OF LAW.**

240 **24.1. Physical Delivery and Notice.** Any document or notice to Brokerage Firm or Tenant must be in writing, except as  
241 provided in § 24.2. and is effective when physically received by such party, or any individual named in this Tenant Listing Contract  
242 to receive documents or notices for such party.

243 **24.2. Electronic Notice.** As an alternative to physical delivery, any notice may be delivered in electronic form to Brokerage  
244 Firm or Tenant, or any individual named in this Tenant Listing Contract to receive documents or notices for such party, at the  
245 electronic address of the recipient by facsimile, email or \_\_\_\_\_.

246 **24.3. Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by: (1) email at the email address  
247 of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the  
248 documents, or (3) facsimile at the facsimile number (Fax No.) of the recipient.

249 **24.4. Choice of Law.** This Tenant Listing Contract and all disputes arising hereunder are governed by and construed in  
250 accordance with the laws of the state of Colorado that would be applicable to Colorado residents who sign a contract in Colorado  
251 for real property located in Colorado.

252 **25. MODIFICATION OF THIS CONTRACT.** No subsequent modification of any of the terms of this Tenant Listing Contract  
253 is valid, binding upon the parties, or enforceable unless in writing and signed by the parties.

254 **26. COUNTERPARTS.** This Tenant Listing Contract may be executed by each of the parties separately and when so executed by  
255 all the parties, such copies taken together are deemed to be a full and complete contract between the parties.

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

258 **28. COPY OF CONTRACT.** Tenant acknowledges receipt of a copy of this Tenant Listing Contract signed by Broker, including  
259 all attachments.

260 **29. MEGAN'S LAW.** If the presence of a registered sex offender is a matter of concern to Tenant, Tenant understands that Tenant  
261 must contact local law enforcement officials regarding obtaining such information.

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

263 **Tenant:**

264

265

266

267 \_\_\_\_\_  
Tenant's Signature Date

268

269 \_\_\_\_\_  
Street Address

270

271 \_\_\_\_\_  
City, State, Zip

272

273 \_\_\_\_\_  
Phone No.

274

275 \_\_\_\_\_  
Fax No.

276

277 \_\_\_\_\_  
Email Address

278

279

280

281 \_\_\_\_\_  
Tenant's Signature Date

282

283 \_\_\_\_\_  
Street Address

284

285 \_\_\_\_\_  
City, State, Zip

286

287 \_\_\_\_\_  
Phone No.

288

289 \_\_\_\_\_  
Fax No.

290

291 \_\_\_\_\_  
Email Address

**Brokerage Firm:**

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

\_\_\_\_\_  
Brokerage Firm Street Address

\_\_\_\_\_  
Brokerage Firm City, State, Zip

\_\_\_\_\_  
Broker Phone No.

\_\_\_\_\_  
Broker Fax No.

\_\_\_\_\_  
Broker Email Address