

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.  
(ETC59-8-13) (Mandatory 1-14)

**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, 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 is called Broker. 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 is a real estate brokerage firm with only one licensed natural person. References in this Tenant Listing Contract to Broker or Brokerage Firm mean both the licensed natural 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:** \_\_\_\_\_  
and any other person or entity on whose behalf the named party acts, directly or indirectly, to Lease the Premises.

**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.** Lease of the Premises or Lease 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. Purchase of the Premises or Purchase 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. 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.

52       **3.8. Day; Computation of Period of Days, Deadline.**

53       **3.8.1. Day.** As used in this Tenant Listing Contract, the term “day” means the entire day ending at 11:59 p.m.,  
54 United States Mountain Time (Standard or Daylight Savings as applicable).

55       **3.8.2. Computation of Period of Days, Deadline.** In computing a period of days, when the ending date is not  
56 specified, the first day is excluded and the last day is included, e.g., three days after MEC. If any deadline falls on a Saturday,  
57 Sunday or federal or Colorado state holiday (Holiday), such deadline ☐ **Will** ☐ **Will Not** be extended to the next day that is not  
58 a Saturday, Sunday or Holiday. Should neither box be checked, the deadline will not be extended.

59       **4. BROKERAGE RELATIONSHIP.**

60       **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  
61 Agent). If the Transaction-Brokerage box at the top of page 1 is checked, Broker acts as a Transaction-Broker.

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

66       **4.3. In-Company Transaction – One Broker.** If the landlord and Tenant are both working with the same broker, Broker  
67 will function as:

68       **4.3.1. Tenant’s Agent.** If the Tenant Agency box at the top of page 1 is checked, the parties agree the following  
69 applies:

70               **4.3.1.1. Tenant Agency Only.** Unless the box in § 4.3.1.2 (**Tenant Agency Unless Brokerage Relationship**  
71 **with Both**) is checked, Broker represents Tenant as Tenant’s Agent and must treat the landlord as a customer. A customer is a  
72 party to a transaction with whom Broker has no brokerage relationship. Broker must disclose to such customer Broker’s  
73 relationship with Tenant.

74               ☐ **4.3.1.2. Tenant Agency Unless Brokerage Relationship with Both.** If this box is checked, Broker  
75 represents Tenant as Tenant’s Agent and must treat the landlord as a customer, unless Broker currently has or enters into an agency  
76 or Transaction-Brokerage relationship with the landlord, in which case Broker must act as a Transaction-Broker.

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

81       **5. BROKERAGE DUTIES.** Brokerage Firm, acting through Broker as either a Transaction-Broker or a Tenant’s Agent, must  
82 perform the following **Uniform Duties** when working with Tenant:

83       **5.1.** Broker must exercise reasonable skill and care for Tenant, including but not limited to the following:

84               **5.1.1.** Performing the terms of any written or oral agreement with Tenant;

85               **5.1.2.** Presenting all offers to and from Tenant in a timely manner regardless of whether Tenant is already a party to  
86 a written agreement to Lease the Premises;

87               **5.1.3.** Disclosing to Tenant adverse material facts actually known by Broker;

88               **5.1.4.** Advising Tenant regarding the transaction and advising Tenant to obtain expert advice as to material matters  
89 about which Broker knows but the specifics of which are beyond the expertise of Broker;

90               **5.1.5.** Accounting in a timely manner for all money and property received; and

91               **5.1.6.** Keeping Tenant fully informed regarding the transaction.

92       **5.2.** Broker must not disclose the following information without the informed consent of Tenant:

93               **5.2.1.** That Tenant is willing to pay more than the offered lease rate for the Premises;

94               **5.2.2.** What Tenant’s motivating factors are;

95               **5.2.3.** That Tenant will agree to Lease terms other than those offered; or

96               **5.2.4.** Any material information about Tenant unless disclosure is required by law or failure to disclose such  
97 information would constitute fraud or dishonest dealing.

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

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

104       **5.5.** Broker is not obligated to seek other premises while Tenant is already a party to a lease.

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

109       **5.7.** Broker must disclose to any prospective landlord all adverse material facts actually known by Broker, including but not  
110 limited to adverse material facts concerning Tenant's financial ability to perform the terms of the transaction.

111       **5.8.** Tenant understands that Tenant is not liable for Broker's acts or omissions that have not been approved, directed, or  
112 ratified by Tenant.

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

115       **6.1.** Promoting the interests of Tenant with the utmost good faith, loyalty and fidelity;

116       **6.2.** Seeking lease rates and terms that are acceptable to Tenant; and

117       **6.3.** Counseling Tenant as to any material benefits or risks of a transaction that are actually known by Broker.  
118

119 **7. COMPENSATION TO BROKERAGE FIRM.** In consideration of the services to be performed by Broker, Brokerage Firm  
120 will be paid as set forth in this section, with no discount or allowance for any efforts made by Tenant or any other person.  
121 Brokerage Firm is entitled to receive additional compensation, bonuses, and incentives paid by listing brokerage firm or landlord.  
122 Broker will inform Tenant of the fee to be paid to Brokerage Firm and, if there is a written agreement, Broker will supply a copy to  
123 Tenant, upon written request of Tenant.

124       **7.1. Brokerage Firm's Fee - Lease.**

125 **Check Compensation Arrangement:**

126       ☐ **7.1.1. Success Fee.** Brokerage Firm will be paid as follows:

127               **7.1.1.1. Amount.** \$\_\_\_\_\_ per square foot per \_\_\_\_\_, or \_\_\_\_\_  
128 \_\_\_\_\_, except as provided in § 7.1.1.2.

129               **7.1.1.2. Adjusted Amount.** ☐ See § 19 (Additional Provisions) or ☐ Other \_\_\_\_\_.

130               **7.1.1.3. When Earned; When Payable – Lease.** The Success Fee is earned by Brokerage Firm upon the  
131 mutual execution of the Lease. One-half of this fee is payable upon mutual execution of the Lease and one-half upon possession of  
132 the Premises by Tenant or as follows: \_\_\_\_\_.

133       ☐ **7.1.2. Hourly Fee.** Brokerage Firm will be paid \$\_\_\_\_\_ per hour for time spent by Broker pursuant to this  
134 Tenant Listing Contract, up to a maximum total fee of \$\_\_\_\_\_. This hourly fee is payable to Brokerage Firm upon  
135 receipt of an invoice from Brokerage Firm.

136       ☐ **7.1.3. Retainer Fee.** Tenant will pay Brokerage Firm a nonrefundable retainer fee of \$\_\_\_\_\_ due and payable  
137 upon signing of this Tenant Listing Contract. This amount ☐ Will ☐ Will Not be credited against other fees payable to  
138 Brokerage Firm under this section.

139       ☐ **7.1.4. Other Compensation.** \_\_\_\_\_.

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

145 **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  
146 greater of \$\_\_\_\_\_ or \_\_\_\_\_% of the purchase price for the Premises, less any amounts paid by the listing brokerage firm  
147 or seller.

148       **7.2.1. When Earned; When Payable - Purchase.** This Purchase fee is earned upon the Purchase of the Premises  
149 and is payable upon delivery of deed.

150 **7.3. Who Will Pay Brokerage Firm's Fee.**

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

155       ☐ **7.3.2. Tenant Will Pay.** Tenant is obligated to pay Brokerage Firm's fee.

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

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

161 **7.4. Holdover Period.** Brokerage Firm's fee applies to Premises leased (or purchased if § 3.5.2 is checked) during the  
162 Term of this Tenant Listing Contract or any extensions and also applies to Premises leased or purchased within \_\_\_\_ calendar days  
163 after the Listing Period expires (Holdover Period) (1) if the Premises is one on which Broker negotiated and (2) if Broker  
164 submitted its address or other description in writing to Tenant during the Listing Period, (Submitted Premises). Provided, however,  
165 Tenant ☐ Will ☐ Will Not owe the compensation under §§ 7.1, 7.2, 7.3.1 and 7.3.2 as indicated, if a commission is earned by  
166 another real estate brokerage firm acting pursuant to an exclusive agreement with Tenant entered into during the Holdover Period,

167 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  
168 commission to Brokerage Firm.

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

173 **9. TENANT'S OBLIGATIONS TO BROKER.** Tenant agrees to conduct all negotiations for the Premises only through  
174 Broker and to refer to Broker all communications received in any form from real estate brokers, prospective landlords, owners, or  
175 any other source during the Term of this Tenant Listing Contract. Tenant represents that Tenant ☐ **Is** ☐ **Is Not** currently a party  
176 to any agreement with any other broker to represent or assist Tenant in the location or Lease of the Premises.

177 **10. RIGHT OF PARTIES TO CANCEL.**

178 **10.1. Right of Tenant to Cancel.** In the event Broker defaults under this Tenant Listing Contract, Tenant has the right to  
179 cancel this Tenant Listing Contract, including all rights of Brokerage Firm to any compensation if the Tenant Agency box at the  
180 top of page 1 is checked. Examples of a Broker default include, but are not limited to (1) abandonment of Tenant, (2) failure to  
181 fulfill all material obligations of Broker and (3) failure to fulfill all material Uniform Duties (§ 5) or, if the Tenant Agency box at  
182 the top of page 1 is checked, the failure to fulfill all material Additional Duties Of Tenant's Agent (§ 6). Any rights of Tenant that  
183 accrued prior to cancellation will survive such cancellation.

184 **10.2. Right of Broker to Cancel.** Brokerage Firm may cancel this Tenant Listing Contract upon written notice to Tenant if  
185 Tenant fails to reasonably cooperate with Broker or Tenant defaults under this Tenant Listing Contract. Any rights of Brokerage  
186 Firm that accrued prior to cancellation will survive such cancellation.

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  
190 Firm is obligated to advance funds for Tenant. Tenant must reimburse Brokerage Firm for payments made by Brokerage Firm for  
191 such 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:

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

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

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

206 **15. NONDISCRIMINATION.** The parties agree not to discriminate unlawfully against any prospective landlord because of the  
207 race, creed, color, sex, sexual orientation, marital status, familial status, physical or mental disability, handicap, religion, national  
208 origin or ancestry of such person.

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

212 **17. MEDIATION.** If a dispute arises relating to this Tenant Listing Contract, prior to or after possession of the Premises, and is  
213 not resolved, the parties must first proceed in good faith to submit the matter to mediation. Mediation is a process in which the  
214 parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose

215 binding decisions. The parties to the dispute must agree, in writing, before any settlement is binding. The parties will jointly  
216 appoint an acceptable mediator and will share equally in the cost of such mediation. The mediation, unless otherwise agreed, will  
217 terminate in the event the entire dispute is not resolved within 30 calendar days of the date written notice requesting mediation is  
218 delivered by one party to the other at the other party's last known address.

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

221 **19. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate  
222 Commission.)  
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224  
225  
226  
227

228 **20. ATTACHMENTS.** The following are a part of this Tenant Listing Contract:  
229  
230  
231

232 **21. NOTICE, DELIVERY AND CHOICE OF LAW.**

233 **21.1. Physical Delivery.** All notices must be in writing, except as provided in § 21.2. Any document, including a signed  
234 document or notice, delivered to the other party to this Tenant Listing Contract, is effective upon physical receipt. Delivery to  
235 Tenant is effective when physically received by Tenant, any signator on behalf of Tenant, any named individual of Tenant or  
236 representative of Tenant.

237 **21.2. Electronic Delivery.** As an alternative to physical delivery, any document, including a signed document or written  
238 notice may be delivered in electronic form only by the following indicated methods: ☐ **Facsimile** ☐ **Email** ☐ **Internet**. If no  
239 box is checked, this § 21.2 is not applicable and § 21.1 governs notice and delivery. Documents with original signatures will be  
240 provided upon request of any party.

241 **21.3. Choice of Law.** This Tenant Listing Contract and all disputes arising hereunder are governed by and construed in  
242 accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in this state  
243 for property located in Colorado.

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

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

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

250 **25. COPY OF CONTRACT.** Tenant acknowledges receipt of a copy of this Tenant Listing Contract signed by Broker,  
251 including all attachments.

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

Tenant's Name: \_\_\_\_\_ Broker's Name: \_\_\_\_\_

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

Address: \_\_\_\_\_ Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Electronic Address: \_\_\_\_\_

Electronic Address: \_\_\_\_\_

Brokerage  
Firm's Name: \_\_\_\_\_  
Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_  
Fax No.: \_\_\_\_\_  
Electronic Address: \_\_\_\_\_