

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 real estate 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.

Ann Lampert Realty, Inc.
420 South Forest Street
Denver, Colorado 80246
Office (303) 388-2437
Fax (303) 388-7494

**EXCLUSIVE RIGHT-TO-LEASE
LISTING CONTRACT
(FOR ALL TYPES OF PREMISES)**

- LANDLORD AGENCY**
- TRANSACTION-BROKERAGE**



Date: _____

1. AGREEMENT. Landlord and Brokerage Firm enter into this exclusive, irrevocable contract as of the date set forth above.

2. BROKER AND BROKERAGE FIRM.

a. Multiple-Person Firm. If this box is checked, the individual designated by Brokerage Firm to serve as the broker of Landlord and to perform the services for Landlord required by this contract is called Broker. If more than one individual is so designated, then references in this contract to Broker shall include all persons so designated, including substitute or additional brokers. The brokerage relationship exists only with Broker and does not extend to the employing broker, Brokerage Firm or to any other brokers employed or engaged by Brokerage Firm who are not so designated.

b. One-Person Firm. If this box is checked, Broker is a real estate brokerage firm with only one licensed natural person. References in this contract to Broker or Brokerage Firm mean both the licensed natural person and brokerage firm who shall serve as the broker of Landlord and perform the services for Landlord required by this contract.

3. DEFINED TERMS.

a. Landlord:

b. Brokerage Firm: ANN LAMPERT REALTY, INC.

c. Broker: Edward Lampert

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

known as No. _____ COLORADO _____,
Street Address City State Zip

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

e. Lease.

(1) "Lease of the Premises" or "Lease" means any lease of an interest in the Premises.

(2) If this box is checked, Landlord, who represents to Broker that Landlord has the right and authority from Owner, authorizes Broker to negotiate the sale of the Premises. "Sale of the Premises" or "Sale" means the voluntary transfer or exchange of any interest in the Premises or the voluntary creation of the right to acquire any interest in the Premises. It also includes an agreement to transfer any ownership interest in an entity which owns the Premises.

The printed portions of this form, except **differentiated** additions, have been approved by the Colorado Real Estate Commission. (LC57-10-06) (Mandatory 1-07)

f. Listing Period. The Listing Period of this contract shall begin on _____, and shall continue through the earlier of (1) completion of the Lease of the Premises or (2) _____.

Broker shall continue to assist in the completion of any transaction for which compensation is payable to Brokerage Firm under §14 of this contract.

g. Applicability of Terms. A check or similar mark in a box means that such provision is applicable. The abbreviation "N/A" or the word "Delete" means not applicable. The abbreviation "MEC" (mutual execution of this contract) means the latest date upon which both parties have signed this contract. For purposes of this agreement, Landlord includes Sublandlord and tenant includes subtenant.

4. BROKERAGE SERVICES AND DUTIES. Brokerage Firm, acting through Broker, shall provide brokerage services to Landlord. Broker, acting as either a Transaction-Broker or a Landlord's Agent, shall perform the following **Uniform Duties** when working with Landlord:

a. Broker shall exercise reasonable skill and care for Landlord, including, but not limited to the following:

- (1) Performing the terms of any written or oral agreement with Landlord;
- (2) Presenting all offers to and from Landlord in a timely manner regardless of whether the Premises is subject to a lease or letter of intent to lease;
- (3) Disclosing to Landlord adverse material facts actually known by Broker;
- (4) Advising Landlord regarding the transaction and to obtain expert advice as to material matters about which Broker knows but the specifics of which are beyond the expertise of Broker;
- (5) Accounting in a timely manner for all money and property received; and
- (6) Keeping Landlord fully informed regarding the transaction.

b. Broker shall **NOT** disclose the following information without the informed consent of Landlord:

- (1) That Landlord is willing to accept less than the asking lease rate for the Premises;
- (2) What the motivating factors are for Landlord to Lease the Premises;
- (3) That Landlord will agree to Lease terms other than those offered;
- (4) Any material information about Landlord unless disclosure is required by law or failure to disclose such information would constitute fraud or dishonest dealing; or
- (5) Any facts or suspicions regarding circumstances that could psychologically impact or stigmatize the Premises

c. Landlord consents to Broker's disclosure of Landlord's confidential information to the supervising broker or designee for the purpose of proper supervision, provided such supervising broker or designee shall not further disclose such information without consent of Landlord, or use such information to the detriment of Landlord.

d. Brokerage Firm may have agreements with other landlords to market and lease their premises. Broker may show alternative properties not owned by Owner or Landlord to other prospective tenants and list competing properties for lease.

e. Broker shall not be obligated to seek additional offers to lease the Premises while the Premises is subject to a lease or letter of intent to lease.

f. Broker has no duty to conduct an independent inspection of the Premises for the benefit of a tenant and has no duty to independently verify the accuracy or completeness of statements made by Landlord or independent inspectors. Broker has no duty to conduct an independent investigation of a tenant's financial condition or to verify the accuracy or completeness of any statement made by a tenant.

g. Landlord shall not be liable for the acts of Broker unless such acts are approved, directed or ratified by Landlord.

5. ADDITIONAL DUTIES OF LANDLORD'S AGENT. If the Landlord Agency box at the top of Page 1 is checked, Broker is a limited agent of Landlord (Landlord's Agent), with the following additional duties:

- a.** Promoting the interests of Landlord with the utmost good faith, loyalty and fidelity.
- b.** Seeking lease rates and terms that are acceptable to Landlord.
- c.** Counseling Landlord as to any material benefits or risks of a transaction that are actually known by Broker.

6. BROKERAGE RELATIONSHIP.

a. If the Landlord Agency box at the top of page 1 is checked, Broker shall represent Landlord as a Landlord's Agent. If the Transaction-Brokerage box at the top of page 1 is checked, Broker shall act as a Transaction-Broker.

b. In-Company Transaction – Different Brokers. When Landlord and tenant in a transaction are working with different brokers, those brokers continue to conduct themselves consistent with the brokerage relationships they have established. Landlord acknowledges that Brokerage Firm is allowed to offer and pay compensation to brokers within Brokerage Firm working with a tenant.

c. In-Company Transaction – One Broker. If Landlord and tenant are both working with the same broker, Broker shall function as:

- (1) **LANDLORD'S AGENT.** If the Landlord Agency box at the top of page 1 is checked, the parties agree the following applies:

Check One Box Only

(a) Landlord Agency. If this box is checked, Broker shall represent Landlord as Landlord's Agent and shall treat the tenant as a customer. A customer is a party to a transaction with whom Broker has no brokerage relationship. Broker shall disclose to such customer Broker's relationship with Landlord.

(b) Landlord Agency Unless Brokerage Relationship with Both. If this box is checked, Broker shall represent Landlord as Landlord's Agent and shall treat the tenant as a customer, unless Broker currently has or enters into an agency or Transaction-Brokerage relationship with the tenant, in which case Broker shall act as a Transaction-Broker, performing the duties described in § 4 and facilitating lease transactions without being an advocate or agent for either party.

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(Mandatory 1-07)

(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 shall work with Landlord as a Transaction-Broker. If Landlord and tenant are working with the same broker, Broker shall continue to function as a Transaction-Broker.

7. LANDLORD'S OBLIGATIONS TO BROKER.

a. Negotiations and Communication. Landlord agrees to conduct all negotiations for the Lease of the Premises only through Broker, and to refer to Broker all communications received in any form from real estate brokers, prospective tenants, buyers, or any other source during the Listing Period of this contract.

b. No Existing Listing Agreement. Landlord represents that Landlord **Is** **Is Not** currently a party to any listing agreement with any other broker to Lease the Premises.

c. Ownership of Materials and Consent. Landlord represents that all materials (including all photographs, renderings, images or other creative items) supplied to Broker by or on behalf of Landlord are owned by Landlord, except as Landlord has disclosed in writing to Broker. Landlord is authorized to and grants to Broker, Brokerage Firm and any multiple listing service (that Broker submits the Premises to) a nonexclusive irrevocable, royalty-free license to use such material for marketing of the Premises, reporting as required and the publishing, display and reproduction of such material, compilation and data. This license shall survive the termination of this contract.

d. Residential Foreclosure Disclosure and Consent. If the Premises is residential, is in foreclosure, and if there is a sale of the Premises to a buyer who will not live in the Premises for at least 1 year, the terms of the Foreclosure Protection Act (Act) may apply. Upon Landlord becoming aware that the Premises is in foreclosure, Landlord must notify Listing Broker of such fact. The Act requires that special provisions must be included in the Contract to Buy and Sell Real Estate. Therefore, if the Act applies, Landlord agrees, unless Landlord and buyer enter into the Foreclosure Property Addendum concurrent with the Contract to Buy and Sell Real Estate, Broker is **not** obligated to prepare any contract for the sale of the Premises and Landlord will employ and pay for an attorney to prepare such contract. Landlord also consents that Broker is authorized to disclose to other brokers and prospective buyers that the Premises is in foreclosure. Broker **Is** **Is Not** authorized to disclose in any multiple listing service the Premises is submitted to that the Premises is in foreclosure.

8. RENTAL RATE AND TERMS.

a. Rental Rate. U.S. \$ _____

b. Minimum Amount of Security Deposit. U.S. \$ _____

c. Other Terms.

9. DEPOSITS. Brokerage Firm is authorized to accept security deposits received by Broker pursuant to a proposed Lease. Brokerage Firm is authorized to deliver the security deposit to the Premises manager, if any, upon the execution of the Lease.

10. INCLUSIONS. The Lease includes the following items:

The above described items (Inclusions) shall be leased by Landlord to tenant, all in their present condition.

Parking and Storage Facilities. Use only of the following parking facilities:

_____ ;

and the following storage facilities:

11. TITLE AND ENCUMBRANCES. Landlord represents to Broker that Landlord has the right and authority to enter into a Lease of the Premises. Landlord shall deliver to Broker true copies of all relevant title materials, loan documents, leases and surveys in Landlord's possession and shall disclose to Broker all easements, liens and other encumbrances, if any, on the Premises, of which Landlord has knowledge. Brokerage Firm may terminate this Listing Contract upon written notice to Landlord that title is not satisfactory to Brokerage Firm.

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12. **POSSESSION.** Possession of the Premises shall be delivered to tenant as follows:

13. **MATERIAL DEFECTS, DISCLOSURES AND INSPECTION.**

a. **Broker's Obligations.** Colorado law requires a broker to disclose to any prospective tenant all adverse material facts actually known by such broker including but not limited to adverse material facts pertaining to the title to the Premises and the physical condition of the Premises, any material defects in the Premises, and any environmental hazards affecting the Premises which are required by law to be disclosed. These types of disclosures may include such matters as structural defects, soil conditions, violations of health, zoning or building laws, and nonconforming uses and zoning variances. Landlord agrees that any tenant may have the Premises and Inclusions inspected and authorizes Broker to disclose any facts actually known by Broker about the Premises.

b. **Landlord's Obligations.**

(1) **Landlord's Premises Disclosure Form.** A Landlord is not required by law to provide any particular disclosure form. However, disclosure of known material latent (not obvious) defects is required by law.

Landlord **Agrees** **Does Not Agree** to provide a written disclosure of adverse matters regarding the Premises completed to the best of Landlord's current, actual knowledge.

(2) **Lead-Based Paint.** Unless exempt, if the improvements on the Premises include one or more residential dwellings for which a building permit was issued prior to January 1, 1978, a completed Lead-Based Paint Disclosure (Rental) form must be signed by Landlord and the real estate licensees, and given to any potential tenant in a timely manner.

14. **COMPENSATION TO BROKERAGE FIRM.** Landlord agrees that any Brokerage Firm compensation that is conditioned upon the Lease of the Premises shall be earned by Brokerage Firm as set forth herein without any discount or allowance for any efforts made by Landlord or by any other person in connection with the Lease of the Premises.

a. **Lease Commission.** In consideration of the services to be performed by Broker, Landlord agrees to pay Brokerage Firm as follows:

- (1) _____ % of the gross rent under the lease in U.S. dollars, or
- (2)

b. **When Earned.** Such commission shall be earned upon the happening of any of the following:

- (1) Any Lease of the Premises within the Listing Period by Landlord, by Broker or by any other person; or
- (2) Broker finding a tenant who is ready, willing and able to complete the transaction as specified herein by Landlord.

c. This fee is payable upon execution of the Lease or possession, whichever occurs first, or as follows:

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d. If the Lease contains an option to extend or renew, Broker **Shall** **Shall Not** be paid a fee for such extension or renewal. If Brokerage Firm is to be paid a fee for such extension or renewal, such fee shall be paid as follows:

Such fee shall be due and payable upon

the Exercise by tenant of such right to extend or renew the Lease

Upon the Commencement of any such extended or renewed term of the Lease.

e. If the box in subsection 3e(2) is checked, Brokerage Firm shall be paid a fee equal to the greater of \$ _____ or _____ % of the purchase price for the Premises, payable only upon Broker procuring the buyer and upon delivery of deed.

f. Any Lease [or Sale if subsection 3e(2) is checked] of the Premises within _____ calendar days subsequent to the expiration of the Listing Period (Holdover Period) to anyone with whom Broker negotiated and whose name was submitted, in writing, to Landlord by Broker during the Listing Period (including any extensions thereof). However, Landlord shall owe no commission to Brokerage Firm under this § 14(f) if a commission is earned by another licensed real estate brokerage firm acting pursuant to an exclusive agreement entered into during the Holdover Period.

15. LIMITATION ON THIRD-PARTY COMPENSATION. Neither Broker nor the Brokerage Firm, except as set forth in § 14, shall accept compensation from any other person or entity in connection with the Premises without the written consent of Landlord. Additionally, neither Broker nor Brokerage Firm shall assess or receive mark-ups or other compensation for services performed by any third party or affiliated business entity unless Landlord signs a separate written consent.

16. OTHER BROKERS' ASSISTANCE, MULTIPLE LISTING SERVICE AND MARKETING.

Landlord has been advised by Broker of the advantages and disadvantages of various marketing methods, the use of multiple listing services and various methods of making the Premises accessible by other brokerage firms (e.g., using lock boxes, by-appointment-only showings, etc.), and whether some methods may limit the ability of another broker to show the Premises. After having been so advised, Landlord has chosen the following (check all that apply):

a. The Premises:

Shall **Shall Not** be submitted to one or more multiple listing services.

Shall **Shall Not** be submitted to one or more property information exchanges.

Landlord authorizes the use of electronic and all other marketing methods except:

Landlord further authorizes use of the data by multiple listing services and property information exchanges, if any.

Access to the Premises by other brokerage firms may be by:

Lock Box

Other instructions: _____

b. Broker shall seek assistance from, and Brokerage Firm offers compensation to, the following brokers outside of Brokerage Firm:

Tenant Agents:

Transaction-Brokers:

17. COST OF SERVICES AND REIMBURSEMENT. Unless otherwise agreed upon in writing, Brokerage Firm shall bear all expenses incurred by Brokerage Firm, if any, to market the Premises and to compensate cooperating brokerage firms, if any. Neither Broker nor Brokerage Firm shall obtain or order any other products or services unless Landlord agrees in writing to pay for them promptly when due (examples: space planning, surveys, radon tests, title reports, engineering studies). Unless otherwise agreed, neither Broker nor Brokerage Firm shall be obligated to advance funds for the benefit of Landlord in order to complete a transaction. Landlord shall reimburse Brokerage Firm for payments made by Brokerage Firm for such products or services authorized by Landlord.

18. MAINTENANCE OF THE PREMISES. Neither Broker nor Brokerage Firm shall be responsible for maintenance of the Premises nor shall they be liable for damage of any kind occurring to the Premises, unless such damage shall be caused by their negligence or intentional misconduct.

19. NONDISCRIMINATION. The parties agree not to discriminate unlawfully against any prospective tenant because of the race, creed, color, sex, marital status, national origin, familial status, physical or mental handicap, religion or ancestry of such person.

20. RECOMMENDATION OF LEGAL AND TAX COUNSEL. By signing this document, Landlord acknowledges that Broker has advised that this document has important legal consequences and has recommended consultation with legal and tax or other counsel before signing this contract.

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

22. ATTORNEY FEES. In the event of any arbitration or litigation relating to this contract, the arbitrator or court shall award to the prevailing party all reasonable costs and expenses, including attorney and legal fees.

23. ADDITIONAL PROVISIONS.

(The following additional provisions have not been approved by the Colorado Real Estate Commission.)

24. ATTACHMENTS. The following are a part of this contract:

25. NO OTHER PARTY OR INTENDED BENEFICIARIES. Nothing in this contract shall be deemed to inure to the benefit of any person other than Landlord, Broker and Brokerage Firm.

26. NOTICE, DELIVERY AND CHOICE OF LAW.

a. Physical Delivery. Except as provided in § 26b below, any notice to the other party to this contract must be in writing, and is effective upon physical receipt.

b. Electronic Delivery. As an alternative to physical delivery, any signed document and written notice may be delivered in electronic form by the following indicated methods only:

Facsimile E-mail No Electronic Delivery.

Documents with original signatures shall be provided upon request of any party.

c. Choice of Law. This contract and all disputes arising hereunder shall be 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 this state for property located in Colorado.

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27. MODIFICATION OF THIS LISTING CONTRACT. No subsequent modification of any of the terms of this contract shall be valid, binding upon the parties, or enforceable unless made in writing and signed by the parties.

28. COUNTERPARTS. If more than one person is named as a Landlord herein, this contract may be executed by each Landlord, separately, and when so executed, such copies taken together with one executed by Broker on behalf of Brokerage Firm shall be deemed to be a full and complete contract between the parties.

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 contract.

30. COPY OF CONTRACT. Landlord acknowledges receipt of a copy of this contract signed by Broker, including all attachments.

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

Landlord: _____ Date of signature _____ .

Landlord: _____ Date of signature _____ .

Address: _____

Telephone No: _____ Fax No: _____ Email Address: _____

Brokerage Firm's Name:

Broker's Name:

Ann Lampert Realty, Inc.	
Address: _____	
420 South Forest Street	
Denver, Colorado 80246	
Phone: _____	(303) 388-2437
Fax: _____	(303) 388-7494
Email: _____	

_____ Date: _____	
Edward Lampert	

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Phone: _____	Office (303) 388-2437
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