

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (LC57-8-13) (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 RIGHT-TO-LEASE LISTING CONTRACT

LANDLORD AGENCY **TRANSACTION-BROKERAGE**

Date:

1. AGREEMENT. Landlord and Brokerage Firm enter into this exclusive, irrevocable contract (Landlord Listing Contract) and agree to its provisions. Broker, on behalf of Brokerage Firm, agrees to provide brokerage services to Landlord. Landlord agrees to pay Brokerage Firm as set forth in this Landlord 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 Landlord and to perform the services for Landlord required by this Landlord Listing Contract is called Broker. If more than one individual is so designated, then references in this Landlord Listing Contract to Broker 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.

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 Landlord Listing Contract to Broker or Brokerage Firm mean both the licensed natural person and brokerage firm who serve as the broker of Landlord and perform the services for Landlord required by this Landlord Listing Contract.

3. DEFINED TERMS.

3.1. Landlord:

3.2. Brokerage Firm: *All Seasons, LLC*

3.3. Broker: *Matthew G. Rogers*

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

known as No. , **CO**, 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.

3.5. Lease; Sale.

3.5.1. Lease of the Premises or Lease means any agreement between the Landlord and a tenant to

Landlord Initials _____

71 create a tenancy or leasehold interest in the Premises.

72 **3.5.2.** If this box is checked, Landlord represents to Broker that Landlord has the right and authority
73 from Owner, authorizes Broker to negotiate the sale of the Premises. Sale of the Premises or Sale means the
74 voluntary transfer or exchange of any interest in the Premises or the voluntary creation of the obligation to
75 convey any interest in the Premises, including a contract or lease. It also includes an agreement to transfer any
76 ownership interest in an entity which owns the Premises.
77

78 **3.6. Listing Period.** The Listing Period of this Landlord Listing Contract begins on **See Property**
79 **Management Agreement**, and continues through the earlier of (1) completion of the Lease of the Premises
80 or (2) **See Property Management Agreement**, and any written extensions (Listing Period). Broker must
81 continue to assist in the completion of any Lease or Sale for which compensation is payable to Brokerage Firm
82 under § 7 of this Landlord Listing Contract.
83

84 **3.7. Applicability of Terms.** A check or similar mark in a box means that such provision is applicable. The
85 abbreviation "N/A" or the word "Deleted" means not applicable. The abbreviation "MEC" (mutual execution of
86 this contract) means the date upon which both parties have signed this Landlord Listing Contract. For purposes
87 of this agreement, Landlord includes sublandlord and tenant includes subtenant.
88

89 **3.8. Day; Computation of Period of Days, Deadline.**

90 **3.8.1. Day.** As used in this Landlord Listing Contract, the term "day" means the entire day ending at
91 11:59 p.m., United States Mountain Time (Standard or Daylight Savings as applicable).
92

93 **3.8.2. Computation of Period of Days, Deadline.** In computing a period of days, when the ending
94 date is not specified, the first day is excluded and the last day is included, e.g., three days after MEC. If any
95 deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such deadline **Will**
96 **Will Not** be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be
97 checked, the deadline will not be extended.
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100 **4. BROKERAGE RELATIONSHIP.**

101 **4.1.** If the Landlord Agency box at the top of page 1 is checked, Broker represents Landlord as
102 Landlord's limited agent (Landlord's Agent). If the Transaction-Brokerage box at the top of page 1 is checked,
103 Broker acts as a Transaction-Broker.
104

105 **4.2. In-Company Transaction – Different Brokers.** When Landlord and tenant in a transaction are
106 working with different brokers, those brokers continue to conduct themselves consistent with the brokerage
107 relationships they have established. Landlord acknowledges that Brokerage Firm is allowed to offer and pay
108 compensation to brokers within Brokerage Firm working with a tenant.
109

110 **4.3. In-Company Transaction – One Broker.** If Landlord and tenant are both working with the same
111 broker, Broker must function as:
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113 **4.3.1. Landlord's Agent.** If the Landlord Agency box at the top of page 1 is checked, the parties
114 agree the following applies:
115

116 **4.3.1.1. Landlord Agency Only.** Unless the box in § 4.3.1.2 (**Landlord Agency Unless**
117 **Brokerage Relationship with Both**) is checked, Broker represents Landlord as Landlord's Agent and must
118 treat the tenant as a customer. A customer is a party to a transaction with whom Broker has no brokerage
119 relationship. Broker must disclose to such customer Broker's relationship with Landlord.
120

121 **4.3.1.2. Landlord Agency Unless Brokerage Relationship with Both.** If this box is checked,
122 Broker represents Landlord as Landlord's Agent and must treat the tenant as a customer, unless Broker
123 currently has or enters into an agency or Transaction-Brokerage relationship with the tenant, in which case
124 Broker must act as a Transaction-Broker.
125

126 **4.3.2. Transaction-Broker.** If the Transaction-Brokerage box at the top of page 1 is checked, or in
127 the event neither box is checked, Broker must work with Landlord as a Transaction-Broker. A Transaction-
128 Broker must perform the duties described in § 5 and facilitate lease transactions without being an advocate or
129 agent for either party. If Landlord and tenant are working with the same broker, Broker must continue to
130 function as a Transaction-Broker.
131

132 **5. BROKERAGE DUTIES.** Brokerage Firm, acting through Broker, as either a Transaction-Broker or a
133 Landlord's Agent, must perform the following **Uniform Duties** when working with Landlord:
134

135 **5.1.** Broker must exercise reasonable skill and care for Landlord, including, but not limited to the
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141 following:

- 142 **5.1.1.** Performing the terms of any written or oral agreement with Landlord;
- 143 **5.1.2.** Presenting all offers to and from Landlord in a timely manner regardless of whether the
- 144 Premises is subject to a lease or letter of intent to lease;
- 145 **5.1.3.** Disclosing to Landlord adverse material facts actually known by Broker;
- 146 **5.1.4.** Advising Landlord regarding the transaction and advising Landlord to obtain expert advice as
- 147 to material matters about which Broker knows but the specifics of which are beyond the expertise of Broker;
- 148 **5.1.5.** Accounting in a timely manner for all money and property received; and
- 149 **5.1.6.** Keeping Landlord fully informed regarding the transaction.
- 150 **5.2.** Broker must not disclose the following information without the informed consent of Landlord:
- 151 **5.2.1.** That Landlord is willing to accept less than the asking lease rate for the Premises;
- 152 **5.2.2.** What the motivating factors are for Landlord to lease the Premises;
- 153 **5.2.3.** That Landlord will agree to Lease terms other than those offered;
- 154 **5.2.4.** Any material information about Landlord unless disclosure is required by law or failure to
- 155 disclose such information would constitute fraud or dishonest dealing; or
- 156 **5.2.5.** Any facts or suspicions regarding circumstances that could psychologically impact or
- 157 stigmatize the Premises.
- 158 **5.3.** Landlord consents to Broker's disclosure of Landlord's confidential information to the supervising
- 159 broker or designee for the purpose of proper supervision, provided such supervising broker or designee does
- 160 not further disclose such information without consent of Landlord, or use such information to the detriment of
- 161 Landlord.
- 162 **5.4.** Brokerage Firm may have agreements with other landlords to market and lease their premises.
- 163 Broker may show alternative premises not owned by Landlord to other prospective tenants and list competing
- 164 premises for lease.
- 165 **5.5.** Broker is not obligated to seek additional offers to Lease the Premises while the Premises is subject
- 166 to a lease.
- 167 **5.6.** Broker has no duty to conduct an independent inspection of the Premises for the benefit of a tenant
- 168 and has no duty to independently verify the accuracy or completeness of statements made by Landlord or
- 169 independent inspectors. Broker has no duty to conduct an independent investigation of a tenant's financial
- 170 condition or to verify the accuracy or completeness of any statement made by a tenant.
- 171 **5.7.** Landlord understands that Landlord is not liable for Broker's acts or omissions that have not been
- 172 approved, directed, or ratified by Landlord.
- 173 **5.8.** When asked, Broker **Will** **Will Not** disclose to prospective tenants and cooperating brokers the
- 174 existence of offers on the Premises and whether the offers were obtained by Broker, a broker within Brokerage
- 175 Firm or by another broker.

176 **6. ADDITIONAL DUTIES OF LANDLORD'S AGENT.** If the Landlord Agency box at the top of page 1 is

177 checked, Broker is Landlord's Agent, with the following additional duties:

- 178 **6.1.** Promoting the interests of Landlord with the utmost good faith, loyalty and fidelity;
- 179 **6.2.** Seeking lease rates and terms that are set forth in this Landlord Listing Contract; and
- 180 **6.3.** Counseling Landlord as to any material benefits or risks of a transaction that are actually known by
- 181 Broker.

182 **7. COMPENSATION TO BROKERAGE FIRM; COMPENSATION TO COOPERATIVE BROKER.** Landlord

183 agrees that any Brokerage Firm compensation that is conditioned upon the Lease of the Premises will be

184 earned by Brokerage Firm as set forth herein without any discount or allowance for any efforts made by

185 Landlord or by any other person in connection with the Lease of the Premises.

186 **7.1. Amount.** In consideration of the services to be performed by Broker, Landlord agrees to pay

187 Brokerage Firm as follows:

188 **7.1.1. Lease Commission.** (1) 12.0% of the gross rent under the Lease, or (2) N/A, in U.S. dollars.

189 **7.1.2. Sales Commission.** If the box in § 3.5.2 is checked, Brokerage Firm will paid a fee equal to (1)

190 N/A% of the gross purchase price or (2) N/A, in U.S. dollars, payable upon delivery of deed.

191 **7.1.3 Other Compensation.**

211 N/A

212 **7.2. Cooperative Broker Compensation.** Brokerage Firm offers compensation to outside brokerage
213 firms, whose brokers are acting as:

214 **Tenant Agents:** TBD % of the gross rent under the Lease or TBD, in U.S. dollars.

215 **Transaction-Brokers:** TBD % of the gross rent under the Lease or TBD, in U.S. dollars.

216 **7.3. When Earned.** Such commission is earned upon the occurrence of any of the following:

217 **7.3.1.** Any Lease of the Premises within the Listing Period by Landlord, by Broker or by any other
218 person;

219 **7.3.2.** Broker finding a tenant who is ready, willing and able to complete the Lease or Sale as
220 specified in this Landlord Listing Contract; or

221 **7.3.3.** Any Lease (or Sale if § 3.5.2 is checked) of the Premises within 60 calendar days after the
222 Listing Period expires (Holdover Period) (1) to anyone with whom Broker negotiated and (2) whose name was
223 submitted, in writing, to Landlord by Broker during the Listing Period (Submitted Prospect). Provided, however,
224 Landlord **Will** **Will Not** owe the commission to Brokerage Firm under this § 7.3.3 if a commission is
225 earned by another licensed real estate brokerage firm acting pursuant to an exclusive agreement entered into
226 during the Holdover Period and a Lease or Sale to a Submitted Prospect is consummated. If no box is checked
227 in this § 7.3.3, then Landlord does not owe the commission to Brokerage Firm.

228 **7.4. When Applicable and Payable.** The commission obligation applies to a Lease made during the
229 Listing Period or any written extension of such original or extended term. The commission described in § 7.1.1
230 is payable upon mutual execution of the Lease or possession, whichever occurs first, or N/A, as contemplated
231 by § 7.3.1 or § 7.3.3, or upon fulfillment of § 7.3.2 where either the offer made by such tenant is not accepted
232 by Landlord or by the refusal or neglect of Landlord to consummate the Lease as agreed upon.

233 **7.5 Extensions/Renewals/Expansion.** Broker **Will** **Will Not** be paid a fee in the event:

234 Tenant exercises an option to **Extend** or **Renew** under the lease

235 Tenant expands into additional space within the building or complex where the Premises is located
236 If Brokerage Firm is to be paid a fee for such extension, renewal or expansion, such fee is in the amount of
237 N/A, and is due and payable upon **the Exercise** by tenant of such right to extend or renew the Lease or
238 upon the exercise by tenant to expand the Premises, **Upon the Commencement** of any such extended,
239 renewed or expansion term of the Lease, or N/A.

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

245 **9. OTHER BROKERS' ASSISTANCE, MULTIPLE LISTING SERVICES AND MARKETING.** Landlord has
246 been advised by Broker of the advantages and disadvantages of various marketing methods, including
247 advertising and the use of multiple listing services (MLS) and various methods of making the Premises
248 accessible by other brokerage firms (e.g., using lock boxes, by-appointment-only showings, etc.), and whether
249 some methods may limit the ability of another broker to show the Premises. After having been so advised,
250 Landlord has chosen the following:

251 **9.1. MLS/Information Exchange.**

252 **9.1.1.** The Premises **Will** **Will Not** be submitted to one or more MLS and **Will** **Will Not** be
253 submitted to one or more property information exchanges. If submitted, Landlord authorizes Broker to provide
254 timely notice of any status change to such MLS and information exchanges. Upon consummation of a
255 transaction, Landlord authorizes Broker to provide lease information to such MLS and information exchanges.

256 **9.1.2.** Landlord authorizes the use of electronic and all other marketing methods except:

257 N/A.

258 **9.1.3.** Landlord further authorizes use of the data by MLS and property information exchanges, if
259 any.

260 **9.1.4.** The Premises Address **Will** **Will Not** be displayed on the Internet.

261 **9.1.5.** The Premises Listing **Will** **Will Not** be displayed on the Internet.

281 **9.2. Property Access.** Access to the Premises may be by:

282 Manual Lock Box Electronic Lock Box

283 **Key checked out to licensed Real Estate Agents only**

284 Other instructions: **The lockbox is a combo lockbox and is typically only used when the**
285 **house is vacant. Otherwise, only licensed Real Estate Agents may check out a key to show the**
286 **property.**

289 **9.3. Broker Marketing.** The following specific marketing tasks will be performed by Broker:

290 **See Property Management Agreement. Will be determined based on what the market warrants.**

292
293 **10. LANDLORD'S OBLIGATIONS TO BROKER; DISCLOSURES AND CONSENT.**

294 **10.1. Negotiations and Communication.** Landlord agrees to conduct all negotiations for the Lease of
295 the Premises only through Broker, and to refer to Broker all communications received in any form from real
296 estate brokers, prospective tenants, buyers, or any other source during the Listing Period of this Landlord
297 Listing Contract.

298 **10.2. Advertising.** Landlord agrees that any advertising of the Premises by Landlord (e.g., Internet,
299 print and signage) must first be approved by Broker.

300 **10.3. No Existing Listing Agreement.** Landlord represents that Landlord **Is** **Is Not** currently a
301 party to any listing agreement with any other broker to Lease the Premises.

302 **10.4. Ownership of Materials and Consent.** Landlord represents that all materials (including all
303 photographs, renderings, images or other creative items) supplied to Broker by or on behalf of Landlord are
304 owned by Landlord, except as Landlord has disclosed in writing to Broker. Landlord is authorized to and grants
305 to Broker, Brokerage Firm and any MLS (that Broker submits the Premises to) a nonexclusive irrevocable,
306 royalty-free license to use such material for marketing of the Premises, reporting as required and the
307 publishing, display and reproduction of such material, compilation and data. This license survives the
308 termination of this Landlord Listing Contract.

309 **10.5. Required Information to County Assessor.** Landlord consents that Broker may supply certain
310 information to the county assessor if the Premises is residential and is furnished.

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314 **11. RENTAL RATE AND TERMS.** The following Rental Rate and Terms are acceptable to Landlord:

315 **11.1. Rental Rate.** U.S. \$ See Property Management Agreement

316 **11.2. Minimum Amount of Security Deposit.** U.S. \$ Same as rent.

317 **11.3. Other Terms:**

318 **N/A**

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

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327 **13. INCLUSIONS AND EXCLUSIONS.**

328 **13.1. Inclusions.**

329 **13.1.1.** The Lease includes the following items (Inclusions):

330 **See Property Management Agreement**

331 The Inclusions will be leased by Landlord to tenant, all in their present condition.

332 **13.1.2. Parking and Storage Facilities.** The following parking facilities: See Property
333 Management Agreement, and the following storage facilities: See Property Management Agreement.

334 **13.2. Exclusions.** The following are excluded (Exclusions):

335 **See Property Management Agreement**

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338 **14. TITLE AND ENCUMBRANCES.** Landlord represents to Broker that Landlord has the right and authority
339 to enter into a Lease of the Premises. Landlord must deliver to Broker true copies of all relevant title materials,
340 leases, improvement location certificates and surveys in Landlord's possession and must disclose to Broker all
341 easements, liens and other encumbrances, if any, on the Premises, of which Landlord has knowledge.

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15. POSSESSION. Possession of the Premises will be delivered to tenant as follows:

16. MATERIAL DEFECTS, DISCLOSURES AND INSPECTION.

16.1. 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.

16.2. Landlord's Obligations.

16.2.1. Landlord's Premises Disclosure Form. 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 Landlord's current, actual knowledge.

16.2.2. 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.

16.2.3. Carbon Monoxide Alarms. Note: If the improvements on the Premises have a fuel-fired heater or appliance, a fireplace, or an attached garage and one or more rooms lawfully used for sleeping purposes (Bedroom), Landlord understands that Colorado law requires that Landlord assure the Premises has an operational carbon monoxide alarm installed within fifteen feet of the entrance to each Bedroom or in a location as required by the applicable building code, prior to offering the Premises for lease or sale.

16.2.4. Condition of Premises. The Premises will be delivered in the condition existing as of the date of the lease or sales contract, ordinary wear and tear excepted, unless Landlord, at Landlord's sole option, agrees in writing to any repairs or other work to be performed by Landlord.

17. RIGHT OF PARTIES TO CANCEL.

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

17.2. Right of Broker to Cancel. Brokerage Firm may cancel this Landlord Listing Contract upon written notice to Landlord that title is not satisfactory to Brokerage Firm. Although Broker has no obligation to investigate or inspect the Premises, and no duty to verify statements made, Brokerage Firm has the right to cancel this Landlord Listing Contract if any of the following are unsatisfactory (1) the physical condition of the Premises or Inclusions, (2) any proposed or existing transportation project, road, street or highway, (3) any other activity, odor or noise (whether on or off the Premises) and its effect or expected effect on the Premises or its occupants, or (4) any facts or suspicions regarding circumstances that could psychologically impact or stigmatize the Premises. Additionally, Brokerage Firm has the right to cancel this Landlord Listing Contract if Landlord or occupant of the Premises fails to reasonably cooperate with Broker or Landlord defaults under this Landlord Listing Contract. Any rights of Brokerage Firm that accrued prior to cancellation will survive such cancellation.

18. COST OF SERVICES AND REIMBURSEMENT. Unless otherwise agreed upon in writing, Brokerage Firm must 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 will obtain or order any other products or services unless Landlord agrees in writing to pay for them promptly when due (examples: space planning,

421 drawings, surveys, radon tests, title reports, engineering studies, property inspections). Unless otherwise
422 agreed, neither Broker nor Brokerage Firm is obligated to advance funds for Landlord. Landlord must
423 reimburse Brokerage Firm for payments made by Brokerage Firm for such products or services authorized by
424 Landlord.
425

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428 **19. DISCLOSURE OF SETTLEMENT COSTS.** Landlord acknowledges that costs, quality, and extent of
429 service vary between different settlement service providers (e.g., attorneys, lenders, inspectors and title
430 companies).
431

432
433 **20. MAINTENANCE OF THE PREMISES.** Neither Broker nor Brokerage Firm is responsible for
434 maintenance of the Premises nor are they liable for damage of any kind occurring to the Premises, unless such
435 damage is caused by their negligence or intentional misconduct.
436

437
438 **21. NONDISCRIMINATION.** The parties agree not to discriminate unlawfully against any prospective tenant
439 because of the race, creed, color, sex, sexual orientation, marital status, familial status, physical or mental
440 disability, handicap, religion, national origin or ancestry of such person.
441

442
443 **22. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this document, Landlord
444 acknowledges that Broker has advised that this document has important legal consequences and has
445 recommended consultation with legal and tax or other counsel before signing this Landlord Listing Contract.
446

447
448 **23. MEDIATION.** If a dispute arises relating to this Landlord Listing Contract, prior to or after possession of
449 the Premises, and is not resolved, the parties must first proceed in good faith to submit the matter to mediation.
450 Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute
451 informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must
452 agree, in writing, before any settlement is binding. The parties will jointly appoint an acceptable mediator and
453 will share equally in the cost of such mediation. The mediation, unless otherwise agreed, will terminate in the
454 event the entire dispute is not resolved within 30 calendar days of the date written notice requesting mediation
455 is delivered by one party to the other party's last known address.
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460 **24. ATTORNEY FEES.** In the event of any arbitration or litigation relating to this Landlord Listing Contract,
461 the arbitrator or court must award to the prevailing party all reasonable costs and expenses, including attorney
462 and legal fees.
463

464
465 **25. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the
466 Colorado Real Estate Commission.)
467 *Because the verbiage in this form and the All Seasons, LLC Property Management Agreement*
468 *are similar, it is understood by all parties that the All Seasons, LLC Property Management*
469 *Agreement prevails.*
470
471

472
473 **26. ATTACHMENTS.** The following are a part of this Landlord Listing Contract:
474 *See Property Management Agreement*
475

476
477 **27. NO OTHER PARTY OR INTENDED BENEFICIARIES.** Nothing in this Landlord Listing Contract is
478 deemed to inure to the benefit of any person other than Landlord, Broker and Brokerage Firm.
479

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481 **28. NOTICE, DELIVERY AND CHOICE OF LAW.**

482 **28.1. Physical Delivery.** All notices must be in writing, except as provided in § 28.2. Any document,
483 including a signed document or notice, delivered to the other party to this Landlord Listing Contract, is effective
484 upon physical receipt. Delivery to Landlord is effective when physically received by Landlord, any signator on
485 behalf of Landlord, any named individual of Landlord or representative of Landlord.
486

487 **28.2. Electronic Delivery.** As an alternative to physical delivery, any document, including a signed
488 document or written notice, may be delivered in electronic form only by the following indicated methods:
489
490

491 **Facsimile** **E-mail** **Internet**. If no box is checked, this § 28.2 is not applicable and § 28.1
492 governs notice and delivery. Documents with original signatures will be provided upon request of any party.

493 **28.3. Choice of Law.** This Landlord Listing Contract and all disputes arising hereunder are governed by
494 and construed in accordance with the laws of the State of Colorado that would be applicable to Colorado
495 residents who sign a contract in this state for property located in Colorado.
496
497

498 **29. MODIFICATION OF THIS LANDLORD LISTING CONTRACT.** No subsequent modification of any of the
499 terms of this Landlord Listing Contract is valid, binding upon the parties, or enforceable unless made in writing
500 and signed by the parties.
501

502 **30. COUNTERPARTS.** This Landlord Listing Contract may be executed by each of the parties, separately,
503 and when so executed by all the parties, such copies taken together are deemed to be a full and complete
504 contract between the parties.
505
506

507 **31. ENTIRE AGREEMENT.** This agreement constitutes the entire contract between the parties, and any
508 prior agreements, whether oral or written, have been merged and integrated into this Landlord Listing Contract.
509

510 **32. COPY OF CONTRACT.** Landlord acknowledges receipt of a copy of this Landlord Listing Contract
511 signed by Broker, including all attachments.
512

513 Brokerage Firm authorizes Broker to execute this Landlord Listing Contract on behalf of Brokerage Firm.
514
515

516 Landlord: _____ Date: _____
517
518

519 Broker: _____ Date: _____
520

521 ***Matthew G. Rogers***
522

523 Brokerage Firm's Name: ***All Seasons, LLC***

524 Address: ***1610 S. Tejon Street Colorado Springs, CO 80905***

525 Ph: ***(719) 632-3368*** Fax: ***(719) 632-4290*** Email: ***matt@all-seasons.com***
526
527

LC57-8-13 EXCLUSIVE RIGHT-TO-LEASE LISTING CONTRACT

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