

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

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

BROKERAGE DUTIES ADDENDUM TO PROPERTY MANAGEMENT AGREEMENT (Leasing Activities)

☒ **LANDLORD AGENCY** ☐ **TRANSACTION-BROKERAGE**

This Brokerage Duties Addendum (Addendum) is made a part of the agreement for the management and leasing of the Property known as _____
(Property), which is dated Current signed Agreement, between Brokerage Firm and Landlord (Agreement). This Addendum supplements the Agreement.

1. BROKER AND BROKERAGE FIRM.

☒ **1.1. Multiple-Person Firm.** If this box is checked, Broker (as defined below) is the individual designated by Brokerage Firm to perform leasing services for Landlord. If more than one individual is so designated, then references in this Addendum 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.

☐ **1.2. One-Person Firm.** If this box is checked, Broker (as defined below) is a brokerage firm with only one licensed person. References to Broker or Brokerage Firm mean both the licensed person and brokerage firm who will perform leasing services for Landlord.

2. DEFINED TERMS.

2.1. Landlord: _____

2.2. Brokerage Firm: Broadmoor Bluffs Realty

2.3. Broker: _____

shall act for or assist Landlord when performing leasing activities in the capacity as shown by the box checked at the top of this page 1.

3. BROKERAGE RELATIONSHIP.

3.1. If the Landlord Agency box at the top of page 1 is checked, Broker will represent Landlord as a limited agent (Landlord's Agent). If the Transaction-Brokerage box at the top of page 1 is checked, Broker will act as a Transaction-Broker.

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

3.3. In-Company Transaction – One Broker. If Landlord and tenant are both working with the same broker, the parties agree the following applies:

3.3.1. Landlord's Agent. If the Landlord Agency box at the top of page 1 is checked, the parties agree the following applies:

3.3.1.1. Landlord Agency Unless Brokerage Relationship with Both. Broker represents Landlord as Landlord's Agent and must treat the tenant as a customer. A customer is a party to a transaction with whom Broker has no brokerage relationship. Broker must disclose to such customer the Broker's relationship with Landlord. However, if Broker delivers to Landlord a written Change of Status that Broker has a brokerage relationship with the tenant then Broker is working with both Landlord and tenant as a Transaction-Broker. If the box in § 3.3.1.2. **(Landlord Agency Only)** is checked, § 3.3.1.2. **(Landlord Agency Only)** applies instead.

☐ **3.3.1.2. Landlord Agency Only.** If this box is checked, Broker represents Landlord as Landlord's Agent and must treat the tenant as a customer.

3.3.2. Transaction-Broker. If the Transaction-Brokerage box at the top of page 1 is checked, or in the event neither box is checked, Broker will work with Landlord as a Transaction-Broker. A Transaction-Broker will perform the duties described in § 4 and facilitate lease transactions without being an advocate or agent for either party. If Landlord and tenant are working with the same broker, Broker will continue to function as a Transaction-Broker.

4. BROKERAGE DUTIES. Broker, on behalf of Brokerage Firm as either a Transaction-Broker or a Landlord's Agent, will perform the following **Uniform Duties** when working with Landlord:

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

4.1.1. Performing the terms of any written or oral agreement with Landlord;

4.1.2. Presenting all offers to and from Landlord in a timely manner regardless of whether the Property is subject to a Lease or letter of intent to Lease;

4.1.3. Disclosing to Landlord adverse material facts actually known by Broker;

4.1.4. Advising Landlord regarding the transaction and advising Landlord to obtain expert advice as to material matters about which Broker knows but the specifics of which are beyond the expertise of Broker;

4.1.5. Accounting in a timely manner for all money and property received; and

4.1.6. Keeping Landlord fully informed regarding the transaction.

4.2. Broker shall not disclose the following information without the informed consent of Landlord:

4.2.1. That Landlord is willing to accept less than the asking lease rate for the Property;

4.2.2. What Landlord's motivating factors are to lease the Property;

4.2.3. That Landlord will agree to lease terms other than those offered;

4.2.4. Any material information about Landlord unless disclosure is required by law or failure to disclose such information would constitute fraud or dishonest dealing; or

4.2.5. Any facts or suspicions regarding circumstances that could psychologically impact or stigmatize the Property.

4.3. 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 will not further disclose such information without consent of Landlord, or use such information to the detriment of Landlord.

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

4.5. If all or a portion of the Property is subject to a lease, or letter of intent to Lease, obtained by Broker, Broker will not be obligated to seek additional offers to lease such portion of the Property.

4.6. Broker has no duty to conduct an independent inspection of the Property for the benefit of tenant and has no duty to independently verify the accuracy or completeness of statements made by Landlord or independent inspectors.

4.7. Landlord understands that Landlord is not liable for Broker's acts or omissions that have not been approved, directed, or ratified by Landlord.

5. ADDITIONAL DUTIES OF LANDLORD'S AGENT. If the Landlord Agency box is checked, Broker is Landlord's Agent, with the following additional duties:

5.1. Promoting the interests of Landlord with the utmost good faith, loyalty, and fidelity.

5.2. Seeking rental rates and terms that are acceptable to Landlord.

5.3. Counseling Landlord as to any material benefits or risks of a transaction that are actually known to Broker.

6. MATERIAL DEFECTS, DISCLOSURES AND INSPECTION.

6.1. 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 Property, the physical condition of the Property, any material defects in the Property, and any environmental hazards affecting the Property 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 Property and Inclusions inspected and authorizes Broker to disclose any facts actually known by Broker about the Property. Broker is not obligated to conduct an independent investigation of the tenant's financial condition except as otherwise provided in the Agreement.

6.1.1. Required Information to County Assessor. Landlord consents that Broker may supply certain information to the county assessor if the Property is residential and is furnished.

6.2. Landlord's Obligations.

6.2.1. Landlord's Property 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 on or before tenant signs the lease, a written disclosure of adverse matters regarding the Property completed to the best of Landlord's current, actual knowledge. Colorado law may require Landlord to disclose certain facts regardless of whether Landlord provides a written disclosure.

6.2.2. Lead-Based Paint. Unless exempt, if the improvements on the Property include one or more residential dwellings for which a building permit was issued prior to January 1, 1978, a completed Lead-Based Paint

119 Disclosure (Rental) form must be signed by Landlord and the real estate licensees and given to any potential tenant in a timely
120 manner.

121 **6.2.3. Carbon Monoxide Alarms.** Landlord acknowledges that, unless exempt, if the Property includes one
122 or more rooms lawfully used for sleeping purposes (Bedroom), an operational carbon monoxide alarm must be installed
123 within fifteen feet of the entrance to each Bedroom or in a location as required by the applicable building code, prior to
124 offering the Property for sale or lease.

125 **6.2.4. Radon.** Landlord acknowledges the obligation pursuant to 38-12-803, C.R.S. to provide written
126 disclosure of information regarding the presence of radon to the Tenant of a residential property. The disclosure must include
127 the warning statement as detailed in 38-12-803, C.R.S., a copy of the most recent radon brochure published by the Colorado
128 Department of Public Health and Environment, and disclosure of any knowledge (to include records and reports) Landlord
129 has regarding radon testing, radon concentrations, radon mitigation or remediation measures, and any radon mitigation system
130 installed in the property. Tenant must sign the disclosure to acknowledge receipt thereof.

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132 **7. ADDITIONAL AMENDMENTS:**
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136 Date: _____ Date: _____

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139 _____
140 Landlord Landlord

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143 Date: _____
144 Broker

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146 Brokerage Firm's Name: Broadmoor Bluffs Realty
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