

The printed portions of this form have been approved, except differentiated additions, by the Colorado Real Estate Commission.
(BDA55-7-20) (Mandatory 1-21)

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 _____, 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 real estate 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: _____

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, 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. 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. A customer is a party to a transaction with whom Broker has no brokerage relationship. Broker must disclose to such customer Broker's relationship with Landlord.

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

60 the duties described in § 4 and facilitate lease transactions without being an advocate or agent for either party. If Landlord
61 and tenant are working with the same broker, Broker will continue to function as a Transaction-Broker.

62
63 **4. BROKERAGE DUTIES.** Brokerage Firm, acting through Broker, as either a Transaction-Broker or a Landlord's
64 Agent, will perform the following **Uniform Duties** when working with Landlord:

65 **4.1.** Broker will exercise reasonable skill and care for Landlord, including, but not limited to the following:

66 **4.1.1.** Performing the terms of any written or oral agreement with Landlord;

67 **4.1.2.** Presenting all offers to and from Landlord in a timely manner regardless of whether the Property is
68 subject to a Lease or letter of intent to Lease;

69 **4.1.3.** Disclosing to Landlord adverse material facts actually known by Broker;

70 **4.1.4.** Advising Landlord regarding the transaction and advising Landlord to obtain expert advice as to
71 material matters about which Broker knows but the specifics of which are beyond the expertise of Broker;

72 **4.1.5.** Accounting in a timely manner for all money and property received; and

73 **4.1.6.** Keeping Landlord fully informed regarding the transaction.

74 **4.2.** Broker shall not disclose the following information without the informed consent of Landlord:

75 **4.2.1.** That Landlord is willing to accept less than the asking lease rate for the Property;

76 **4.2.2.** What Landlord's motivating factors are to lease the Property;

77 **4.2.3.** That Landlord will agree to lease terms other than those offered;

78 **4.2.4.** Any material information about Landlord unless disclosure is required by law or failure to disclose
79 such information would constitute fraud or dishonest dealing; or

80 **4.2.5.** Any facts or suspicions regarding circumstances that could psychologically impact or stigmatize the
81 Property.

82 **4.3.** Landlord consents to Broker's disclosure of Landlord's confidential information to the supervising broker or
83 designee for the purpose of proper supervision, provided such supervising broker or designee will not further disclose such
84 information without consent of Landlord, or use such information to the detriment of Landlord.

85 **4.4.** Brokerage Firm may have agreements with other landlords to market and lease their property. Broker may
86 show alternative properties not owned by Landlord to other prospective tenants and list competing properties for lease.

87 **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
88 will not be obligated to seek additional offers to lease such portion of the Property.

89 **4.6.** Broker has no duty to conduct an independent inspection of the Property for the benefit of tenant and has no
90 duty to independently verify the accuracy or completeness of statements made by Landlord or independent inspectors.

91 **4.7.** Landlord understands that Landlord is not liable for Broker's acts or omissions that have not been approved,
92 directed, or ratified by Landlord.

93
94 **5. ADDITIONAL DUTIES OF LANDLORD'S AGENT.** If the Landlord Agency box is checked, Broker is
95 Landlord's Agent, with the following additional duties:

96 **5.1.** Promoting the interests of Landlord with the utmost good faith, loyalty and fidelity.

97 **5.2.** Seeking rental rates and terms that are acceptable to Landlord.

98 **5.3.** Counseling Landlord as to any material benefits or risks of a transaction that are actually known to Broker.
99

100 **6. MATERIAL DEFECTS, DISCLOSURES AND INSPECTION.**

101 **6.1. Broker's Obligations.** Colorado law requires a broker to disclose to any prospective tenant all adverse
102 material facts actually known by such broker including but not limited to adverse material facts pertaining to the title to the
103 Property, the physical condition of the Property, any material defects in the Property, and any environmental hazards
104 affecting the Property required by law to be disclosed. These types of disclosures may include such matters as structural
105 defects, soil conditions, violations of health, zoning or building laws, and nonconforming uses and zoning variances.
106 Landlord agrees that any tenant may have the Property and Inclusions inspected and authorizes Broker to disclose any facts
107 actually known by Broker about the Property. Broker is not obligated to conduct an independent investigation of the
108 tenant's financial condition except as otherwise provided in the Agreement.

109 **6.1.1. Required Information to County Assessor.** Landlord consents that Broker may supply certain
110 information to the county assessor if the Property is residential and is furnished.

111 **6.2. Landlord's Obligations.**

112 **6.2.1. Landlord's Property Disclosure Form.** A landlord is not required by law to provide any particular
113 disclosure form. However, disclosure of known material latent (not obvious) defects is required by law. Landlord
114 **Agrees** **Does Not Agree** to provide a written disclosure of adverse matters regarding the Property completed to the best
115 of Landlord's current, actual knowledge. Colorado law may require Landlord to disclose certain facts regardless of whether
116 Landlord provides a written disclosure.

117 **6.2.2. Lead-Based Paint.** Unless exempt, if the improvements on the Property include one or more
118 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
120 timely manner.

121 **6.2.3. Carbon Monoxide Alarms.** Landlord acknowledges that, unless exempt, if the Premises includes
122 one 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
126 **7. ADDITIONAL AMENDMENTS:**

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130 Date: _____ Date: _____

131
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133 _____
134 Landlord Landlord

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137 Date: _____
138 Broker

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140 Brokerage Firm's Name: _____
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