

1 The printed portions of this form have been approved, except differentiated additions, by the Colorado Real Estate Commission.  
2 (BDA55-5-09) (Mandatory 7-09)

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

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

7 **BROKERAGE DUTIES ADDENDUM**  
8 **TO PROPERTY MANAGEMENT AGREEMENT**  
9 **(Leasing Activities)**

10  **LANDLORD AGENCY**     **TRANSACTION-BROKERAGE**

11 This Brokerage Duties Addendum (Addendum) is made a part of the agreement for the management and leasing  
12 of the Property known as \_\_\_\_\_  
13 (Property), which is dated \_\_\_\_\_, between Brokerage Firm and Landlord (Agreement).  
14 This Addendum supplements the Agreement.

15 **1. BROKER AND BROKERAGE FIRM.**

16  **1.1. Multiple-Person Firm.** If this box is checked, the individual designated by Brokerage Firm to  
17 perform leasing services for Landlord is called Broker. If more than one individual is so designated, then  
18 references in this Addendum to Broker shall include all persons so designated, including substitute or additional  
19 brokers. The brokerage relationship exists only with Broker and does not extend to the employing broker,  
20 Brokerage Firm or to any other brokers employed or engaged by Brokerage Firm who are not so designated.

21  **1.2. One-Person Firm.** If this box is checked, Broker is a real estate brokerage firm with only one  
22 licensed natural person. References to Broker or Brokerage Firm mean both the licensed natural person and  
23 brokerage firm who shall perform leasing services for Landlord.

24 **2. DEFINED TERMS.**

25 **2.1. Landlord:** \_\_\_\_\_

26 **2.2. Brokerage Firm:** \_\_\_\_\_

27 **2.3. Broker:** \_\_\_\_\_

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

30 **3. BROKERAGE RELATIONSHIP.**

31 **3.1.** If the Landlord Agency box at the top of page 1 is checked, Broker shall represent Landlord as a  
32 limited agent (Landlord's Agent). If the Transaction-Brokerage box at the top of page 1 is checked, Broker shall  
33 act as a Transaction-Broker.

34 **3.2. In-Company Transaction – Different Brokers.** When Landlord and tenant in a transaction are  
35 working with different brokers, those brokers continue to conduct themselves consistent with the brokerage  
36 relationships they have established. Landlord acknowledges that Brokerage Firm is allowed to offer and pay  
37 compensation to brokers within Brokerage Firm working with a tenant.

38 **3.3. In-Company Transaction – One Broker.** If Landlord and tenant are both working with the same  
39 broker, the parties agree the following applies:

40 **3.3.1. Landlord's Agent.** If the Landlord Agency box at the top of page 1 is checked, the parties  
41 agree the following applies:

42                   **3.3.1.1. Landlord Agency Only.** Unless the box in § 3.3.1.2 (**Landlord Agency Unless Brokerage**  
43 **Relationship with Both**) is checked, Broker shall represent Landlord as Landlord's Agent and shall treat the tenant as a  
44 customer. A customer is a party to a transaction with whom Broker has no brokerage relationship. Broker shall disclose to  
45 such customer Broker's relationship with Landlord.

46                    **3.3.1.2. Landlord Agency Unless Brokerage Relationship with Both.** If this box is checked,  
47 Broker shall represent Landlord as Landlord's Agent and shall treat the tenant as a customer, unless Broker currently has or  
48 enters into an agency or Transaction-Brokerage relationship with the tenant, in which case Broker shall act as a Transaction-  
49 Broker.

50                   **3.3.2. Transaction-Broker.** If the Transaction-Brokerage box at the top of page 1 is checked, or in the event  
51 neither box is checked, Broker shall work with Landlord as a Transaction-Broker. A Transaction-Broker shall perform the  
52 duties described in § 4 and facilitate lease transactions without being an advocate or agent for either party. If Landlord and  
53 tenant are working with the same broker, Broker shall continue to function as a Transaction-Broker.

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

56                   **4.1.** Broker will exercise reasonable skill and care for Landlord, including, but not limited to the following:

57                   **4.1.1.** Performing the terms of any written or oral agreement with Landlord;

58                   **4.1.2.** Presenting all offers to and from Landlord in a timely manner regardless of whether the Property is  
59 subject to a lease or letter of intent to lease;

60                   **4.1.3.** Disclosing to Landlord adverse material facts actually known by Broker;

61                   **4.1.4.** Advising Landlord regarding the transaction and advising Landlord to obtain expert advice as to  
62 material matters about which Broker knows but the specifics of which are beyond the expertise of Broker;

63                   **4.1.5.** Accounting in a timely manner for all money and property received; and

64                   **4.1.6.** Keeping Landlord fully informed regarding the transaction.

65                   **4.2.** Broker shall not disclose the following information without the informed consent of Landlord:

66                   **4.2.1.** That Landlord is willing to accept less than the asking lease rate for the Property;

67                   **4.2.2.** What Landlord's motivating factors are to lease the Property;

68                   **4.2.3.** That Landlord will agree to lease terms other than those offered;

69                   **4.2.4.** Any material information about Landlord unless disclosure is required by law or failure to disclose such  
70 information would constitute fraud or dishonest dealing; or

71                   **4.2.5.** Any facts or suspicions regarding circumstances that could psychologically impact or stigmatize the  
72 Property.

73                   **4.3.** Landlord consents to Broker's disclosure of Landlord's confidential information to the supervising broker or  
74 designee for the purpose of proper supervision, provided such supervising broker or designee shall not further disclose such  
75 information without consent of Landlord, or use such information to the detriment of Landlord.

76                   **4.4.** Brokerage Firm may have agreements with other landlords to market and lease their property. Broker may show  
77 alternative properties not owned by Landlord to other prospective tenants and list competing properties for lease.

78                   **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  
79 shall not be obligated to seek additional offers to lease such portion of the Property.

80                   **4.6.** Broker has no duty to conduct an independent inspection of the Property for the benefit of tenant and has no duty  
81 to independently verify the accuracy or completeness of statements made by Landlord or independent inspectors.

82                   **4.7.** Landlord understands that Landlord shall not be liable for Broker's acts or omissions that have not been  
83 approved, directed, or ratified by Landlord.

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

86                   **5.1.** Promoting the interests of Landlord with the utmost good faith, loyalty and fidelity.

87                   **5.2.** Seeking rental rates and terms that are acceptable to Landlord.

88                   **5.3.** Counseling Landlord as to any material benefits or risks of a transaction that are actually known to Broker.

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

90                   **6.1. Broker's Obligations.** Colorado law requires a broker to disclose to any prospective tenant all adverse material  
91 facts actually known by such broker including but not limited to adverse material facts pertaining to the title to the Property,  
92 the physical condition of the Property, any material defects in the Property, and any environmental hazards affecting the  
93 Property required by law to be disclosed. These types of disclosures may include such matters as structural defects, soil  
94 conditions, violations of health, zoning or building laws, and nonconforming uses and zoning variances. Landlord agrees that  
95 any tenant may have the Property and Inclusions inspected and authorizes Broker to disclose any facts actually known by

96 Broker about the Property. Broker shall not be obligated to conduct an independent investigation of the tenant's financial  
97 condition except as otherwise provided in the Agreement.

98 **6.1.1. Required Information to County Assessor.** Landlord consents that Broker may supply certain  
99 information to the county assessor if the Property is residential and is furnished.

100 **6.2. Landlord's Obligations.**

101 **6.2.1. Landlord's Property Disclosure Form.** A landlord is not required by law to provide any particular  
102 disclosure form. However, disclosure of known material latent (not obvious) defects is required by law. Landlord  **Agrees**  
103  **Does Not Agree** to provide a written disclosure of adverse matters regarding the Property completed to the best of  
104 Landlord's current, actual knowledge.

105 **6.2.2. Lead-Based Paint.** Unless exempt, if the improvements on the Property include one or more residential  
106 dwellings for which a building permit was issued prior to January 1, 1978, a completed Lead-Based Paint Disclosure (Rental)  
107 form must be signed by Landlord and the real estate licensees, and given to any potential tenant in a timely manner.

108 **6.2.3. Carbon Monoxide Alarms.** Landlord acknowledges that, unless exempt, if the Premises includes one  
109 or more rooms lawfully used for sleeping purposes (Bedroom), an operational carbon monoxide alarm must be installed  
110 within fifteen feet of the entrance to each Bedroom or in a location as required by the applicable building code, prior to  
111 offering the Property for sale or lease.

112 **7. ADDITIONAL AMENDMENTS:**

113  
114  
115  
116  
117  
118  
119  
120  
121  
122  
123  
124  
125  
126  
127  
128  
129  
130  
131  
132  
133  
134  
135

136 Date: \_\_\_\_\_

Date: \_\_\_\_\_

137 \_\_\_\_\_

\_\_\_\_\_

138 Landlord

Landlord

139 Date: \_\_\_\_\_

\_\_\_\_\_

140 Broker

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

