

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(OLA54-8-13) (Mandatory 1-14)

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

OPEN LISTING ADDENDUM TO LISTING CONTRACT

Date: _____

A. ADDENDUM TO LISTING CONTRACT. This Open Listing Addendum (Addendum) is made part of:

Exclusive Right-to-Sell Listing Contract (Seller Listing Contract)

Exclusive Right-to-Lease Listing Contract (Landlord Listing Contract)

dated _____, between Owner (whether Seller or Landlord) and Brokerage Firm named below, for the property

known as No. _____
Street Address City State Zip

If this Addendum is attached to a Seller Listing Contract, the word "Owner" means "Seller". If this Addendum is attached to a Landlord Listing Contract, the word "Owner" means "Landlord", "buyer" means "tenant", "Sale" means "Lease" and "Property" means "Premises".

Terms used herein have the same meaning as in the Listing Contract. This Addendum controls in the event of any conflict with the Listing Contract to which it is attached.

B. PROVISIONS AMENDED. The following provisions of the Listing Contract are changed to read:

1. AGREEMENT. Owner and Brokerage Firm enter into this contract and agree to its provisions. Broker, on behalf of Brokerage Firm, agrees to provide brokerage services to Owner. Owner agrees to pay Brokerage Firm as set forth in this Listing Contract as amended by this Addendum. However, this Listing Contract applies only to a Sale or Lease of the Property by Broker during the Listing Period (described in § 3.6) or upon Broker procuring a buyer or tenant who is ready, willing and able to complete the Sale or Lease as proposed by Owner (collectively, Broker Sale). In the case of any other Sale or Lease, this Listing Contract is null and void and of no effect.

7. COMPENSATION TO BROKERAGE FIRM; COMPENSATION TO COOPERATIVE BROKER. In the case of a Broker Sale, Owner agrees that any Brokerage Firm compensation that is conditioned upon the Sale of the Property will be earned by Brokerage Firm as set forth herein without any discount or allowance for any efforts made by Owner or by any other person in connection with such Broker Sale.

7.1. Amount. In consideration of the services to be performed by Broker, Owner agrees to pay Brokerage Firm as follows:
7.1.1. Sale Commission. (1) _____% of the gross purchase price, or (2) _____,
in U.S. dollars.

7.1.2. Lease Commission. If the box in § 3.5.2 is checked (or if a Landlord Listing Contract), Brokerage Firm will be paid a fee equal to (1) _____% of the gross rent under the lease, or (2) _____, in U.S. dollars, payable as follows: _____.

7.2. Other Compensation. _____

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

7.3.1. Any Sale of the Property, if a Broker Sale, within the Listing Period;

7.3.2. Broker finding a buyer who is ready, willing and able to complete the Sale or Lease as specified in the Listing Contract; or

7.3.3. Any Sale (or Lease if § 3.5.2 is checked) of the Property, if a Broker Sale, within _____ calendar days after the Listing Period expires (Holdover Period) (1) to anyone with whom Broker negotiated and (2) whose name was submitted, in writing, to Owner by Broker during the Listing Period, including any extensions thereof, (Submitted Prospect). Provided, however, Owner **Will** **Will Not** owe the commission to Brokerage Firm under this § 7.3.3 if a commission is earned by another

52 licensed real estate brokerage firm acting pursuant to an exclusive agreement entered into during the Holdover Period and a Sale or
53 Lease to a Submitted Prospect is consummated. If no box is checked in this § 7.3.3, then Owner does not owe the commission to
54 Brokerage Firm.

55 **7.4. When Applicable and Payable.** The commission obligation applies to a Broker Sale made during the Listing Period
56 or any extension of such original or extended term. The commission described in § 7.1.1 is payable at the time of the closing of the
57 Sale, or, if there is no closing (due to the refusal or neglect of Owner) then on the contracted date of closing, as contemplated by
58 § 7.3.1 or § 7.3.3, or upon fulfillment of § 7.3.2 where the offer made by such buyer is not accepted by Owner. However, Owner
59 owes no commission to Brokerage Firm for a Sale of the Property by Owner, or by another real estate broker if such Sale of the
60 Property occurs prior to Brokerage Firm earning a commission under § 7.3.

61 **10. OWNER'S OBLIGATIONS TO BROKER; DISCLOSURES AND CONSENT.**

62 **10.1. Negotiations and Communication.** Owner may negotiate and communicate with other real estate brokers, prospective
63 buyers, and tenants.

64 **C. ADDITIONAL AMENDMENTS:**

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72 Brokerage Firm authorizes Broker to execute this Addendum on behalf of Brokerage Firm.
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74 Owner is Seller Landlord

75 Owner's Name: _____ Broker's Name: _____

Owner's Signature Date Broker's Signature Date

76 Brokerage Firm's Name: _____