

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(OLA54-5-09) (Mandatory 7-09)

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

**OPEN LISTING ADDENDUM
TO
EXCLUSIVE RIGHT-TO-SELL LISTING CONTRACT**

Date: _____

A. ADDENDUM TO EXCLUSIVE RIGHT-TO-SELL LISTING CONTRACT. This Open Listing Addendum (Addendum) is made part of that Exclusive Right-To-Sell Listing Contract dated _____, (Seller Listing Contract), between Seller and Brokerage Firm named below, for the property

known as No. _____
Street Address City State Zip

This Addendum shall control in the event of any conflict with the Seller Listing Contract to which it is attached.

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

1. AGREEMENT. Seller and Brokerage Firm enter into this contract as of the date set forth above. However, this Seller Listing Contract shall apply only to a Sale of the Property by Broker during the Listing Period (described in § 3.6) or upon Broker procuring a buyer who is ready, willing and able to complete the Sale as proposed by Seller (collectively, Broker Sale). In the case of any other Sale, 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, Seller agrees that any Brokerage Firm compensation that is conditioned upon the Sale of the Property shall be earned by Brokerage Firm as set forth herein without any discount or allowance for any efforts made by Seller or by any other person in connection with such Broker.

7.1. Amount. In consideration of the services to be performed by Broker, Seller 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, Brokerage Firm shall 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. When Earned. Such commission shall be earned upon the occurrence of any of the following:

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

7.2.2. Broker finding a buyer who is ready, willing and able to complete the transaction as specified herein by Seller; or

7.2.3. Any Sale of the Property, if a Broker Sale, within _____ calendar days subsequent to the expiration of the Listing Period (Holdover Period) to anyone with whom Broker negotiated and whose name was submitted, in writing, to Seller by Broker during the Listing Period (including any extensions thereof). However, Seller **Shall** **Shall Not** owe commission to Brokerage Firm under this § 7.2.3 if a commission is earned by another licensed real estate brokerage firm acting pursuant to an exclusive agreement entered into during the Holdover Period.

7.3. When Applicable and Payable. The commission obligation shall apply to a Broker Sale made during the Listing Period or any extension of such original or extended term. The commission described in § 7.1.1 shall be payable at the time of the closing of the Sale as contemplated by § 7.2.1 or § 7.2.3, or upon fulfillment of § 7.2.2 where either the offer made by such buyer is defeated by Seller or by the refusal or neglect of Seller to consummate the Sale as agreed upon. However, Seller shall owe no commission to Brokerage Firm for a Sale of the Property by Seller, or by another real estate broker if such Sale of the Property occurs prior to Brokerage Firm earning a commission under § 7.2.

7.4. Other Compensation. _____

10. SELLER'S OBLIGATIONS TO BROKER; DISCLOSURES AND CONSENT.

10.1. Negotiations and Communication. Seller may negotiate and communicate with other real estate brokers, prospective buyers, and tenants.

C. ADDITIONAL AMENDMENTS:

59
60
61
62

Brokerage Firm authorizes Broker to execute this Addendum on behalf of Brokerage Firm.

Date: _____

Date: _____

Seller's Name: _____

Broker's Name: _____

Seller's Signature

Broker's Signature

Brokerage Firm's Name: _____

63