

## **Colorado Addendum To The Real Broker, LLC Independent Contractor Agreement**

Real Broker, LLC (Company) makes this addendum a part of the Independent Contractor's Agreement to set forth state specific policies and procedures for an agent affiliating with the Company in the State of Kansas (Agent). This addendum supersedes all previous Kansas addendums. The Company reserves the right to modify, suspend, or discontinue any of the terms, policies, procedures and/or benefits described in this addendum with proper notice.

All Broker's licensed in Colorado should become familiar with the following Commission Rules & Regulations found at this link: [Chapter 2- Commission Rules & Regulations \(2\).pdf](#)

### **Table of Contents**

1. Separate Accounts and Accounting
2. Practice Standards
3. Brokers or Teams working with Consumers on Both Sides of the Same Transaction
4. Ministerial Tasks
5. Change of Status Disclosure in Writing
6. Advertising
7. Teams
8. Electronic Media
9. Authority to Advertise
10. Price Set by Owner
11. Commission Approved Forms

### **Separate Accounts and Accounting**

Real does not have an escrow/trust account and no broker is to hold funds for another person or entity. No broker shall open an escrow/trust account in the name of Real or the associate broker. All funds belonging to another person or entity shall be deposited with a title company or a lawyer depending on the transaction.

### **Practice Standards**

Brokerage Relationships Disclosures to potential clients must be in writing on a state approved form.

#### Brokerage Relationships

A. Listing Contract by Individual Associate Broker: An Associate Broker may enter into a Listing Contract as the Designated Broker for a particular Consumer in a particular transaction as either a Single Agent or Transaction-Broker.

B. Listing Contract by Members of a Team: The individual team member(s) must **ALL** be the Designated Broker for a particular Consumer in a particular transaction as either Single Agents or Transaction-Brokers. The names of **ALL** the members of the Team must be

disclosed in the Listing Contract.

C. Transaction-Broker: A written disclosure that a Broker working with a Consumer as a Transaction-Broker is the Designated Broker for that Consumer.

D. Substitute or Additional Designated Brokers: The Employing Broker may substitute or add other Designated Brokers, as appropriate, which must be disclosed to the Consumer.

## **Brokers or Teams working with Consumers on Both Sides of the Same Transaction**

Neither Brokers nor Teams may enter into a Brokerage Relationship with one Consumer as a Single Agent and the other Consumer as a Single Agent or Transaction-Broker in the same transaction. If properly disclosed, in writing (e.g. Listing Contracts), the Broker or Team that works with both Consumers in the same real estate transaction may do so as:

A Transaction-Broker for both Consumers to the transaction;

B. A Transaction-Broker for one Consumer in the transaction and treating the other Consumer as a Customer; or

C. A Single Agent for one Consumer and treating the other Consumer as a Customer.

## **Ministerial Tasks**

When a Broker is engaged as a Single Agent or a Transaction-Broker for one party and treating the other party as a Customer, the Broker may assist the Customer by performing ministerial tasks following proper disclosure. Ministerial tasks include: showing a property, preparing as a scrivener, and conveying written offers and counteroffers, making known the different types of financing alternatives, and providing information related to professional, governmental, and community services which will contribute to completion of the transaction. Performing ministerial tasks will not of themselves violate the terms of any relationship between the Broker and the Consumer with which the Broker has a Brokerage Relationship and will not create an agency or Transaction-Broker relationship with the Customer being assisted.

## **Change of Status Disclosure in Writing**

A Broker or Team who changes their Brokerage Relationship from a Single Agent for one Consumer to assisting both Consumers in the same real estate transaction as a Transaction Broker must provide the written Commission-Approved "Change of Status" Form to the Consumer that has the changed relationship with the Broker, at the time the Broker begins to assist both Consumers as a Transaction-Broker, but not later than at the time the Consumer signs the contract.

## **Advertising**

A. Names

1. Pursuant to section 12-10-203(9), C.R.S., no Broker will be licensed to conduct Real Estate Brokerage Services under more than one (1) Brokerage Firm.

2. Pursuant to section 12-10-203(9), C.R.S., no Broker or Brokerage Firm will conduct or promote Real Estate Brokerage Services except in the name under which that Broker or Brokerage Firm appears in the records of the Commission.
3. Brokers will not Advertise so as to mislead the public concerning the identity of the Broker or the Broker's Brokerage Firm.
4. All Advertising must be done clearly and conspicuously in the name of the Broker's Brokerage Firm. However, a Broker who advertises real property owned by the Broker which is not listed for sale or lease with the Broker's Brokerage Firm is exempt from Advertising the Broker's own property in the Broker's Brokerage Firm's name.
5. A Brokerage Firm may use a Trade Name in addition to or instead of the Brokerage Firm's legal name. The Trade Name must be filed with the Commission.
6. A Brokerage Firm may use a Trademark in conjunction with the Brokerage Firm's legal name or Trade Name with permission of the owner of such Trademark.
  - a. A Brokerage Firm that uses a Trade Name or Trademark owned by a third party is required to use one (1) of the following statements, which must appear in a clear and conspicuous manner so as to attract the attention of the public: i. "Each (insert general Trade Name) brokerage business is independently owned and operated." or ii. "Each office independently owned and operated."
  - b. Upon written request, the above statements may be modified with consent of the Commission.
7. No Brokerage Firm will use more than one (1) Trade Name; however, upon written request and with the consent of a representative of the Commission, a Brokerage Firm may use more than one (1) Trademark. Use of the Trademark(s) is only acceptable if the Brokerage Firm has obtained permission of the registrant of such Trademark.
8. No Broker may use a professional designation in Advertising unless the Broker is in good standing and the designation is easily verifiable by the public and the Commission. A Broker that Advertises an award, membership, or achievement must be able to provide verification of the validity of such claims upon request from any member of the public or Commission

## **Teams**

1. Brokers who form a Team must not Advertise in a manner that misleads the public as to the identity of the Team's Brokerage Firm. Teams are prohibited from using the following terms in the Team's name:
  - a. Realty,
  - b. Real estate,
  - c. Realtors,

- d. Company,
- e. Corporation,
- f. Corp.,
- g. Inc.,
- h. LLC,
- i. LP or LLP, or
- j. Any other term that would imply a separate entity from the Brokerage Firm with which the Team Brokers are licensed.

2. All Team Advertising must clearly and conspicuously include and be in conjunction with the legal name or Trade Name of the Brokerage Firm.

3. If requested by a Consumer, the Commission, another Brokerage Firm or Broker, the Brokerage Firm will provide the names of the Brokers that belong to any Team licensed with the Brokerage Firm.

4. Brokers may not allow the use of the Team's name by other Brokers outside the Team's Brokerage Firm

## **Electronic Media**

1. When a Broker owns or controls Electronic Media, each Viewable Page must include: the Broker's name or Broker's Team name and the Broker's Brokerage Firm's name. Any expired listings must be removed from the Broker's Electronic Media within three (3) days of a Listing Contract expiring.

2. If a Broker authorizes a third party for the Broker's Electronic Media Advertising, the Broker is responsible for ensuring that the information provided to such third party is accurate. The Broker must submit a written request to any third party syndicators to have all expired listings removed from Electronic Media within three (3) days of a Listing Contract expiring.

3. A Broker who communicates through email, chat, instant messages, newsgroups, discussion lists, bulletin boards, blogs, or other similar means for purposes of Advertising the Broker's Real Estate Brokerage Services must use the Broker's name or Team's name and the name of the Broker's Brokerage Firm. However, once a Broker has disclosed the Broker's name or Team's name and the Broker's Brokerage Firm to a specific Consumer, the Broker is not required to continue to make the same disclosure to the specific Consumer.

4. When it is not reasonable for a Broker to disclose the Broker's name or Team's name and the Brokerage Firm's name in an Electronic Media because space is limited, the Broker will disclose the Broker's name or Team's name and the Brokerage Firm's name clearly and conspicuously within the first click of the mouse.

## **Authority to Advertise**

Brokers may not Advertise the availability or price of a property whether for sale or lease without authority from the owner or the owner's Broker and disclosure of the owner's Brokerage Firm.

## **Price Set by Owner**

The price quoted in any Advertising will not be anything other than the price agreed upon between the Broker and the owner

## **Commission Approved Forms**

Through the adoption and promulgation of the Chapter 7 Rules: Use of Standard Forms, it became compulsory for all real estate brokers licensed by the State of Colorado to use Commission approved forms in most of their contracting. §12-10-403(4), C.R.S., grants the Colorado Real Estate Commission statutory authority to promulgate standard forms for use by licensees.