

CHAPTER 218

PROFESSIONS AND OCCUPATIONS

SENATE BILL 93-223

BY SENATORS Schroeder, Bishop, Casey, Cassidy, Hopper, Mutzebaugh, Norton, L. Powers, Weissmann, and Wells;
also REPRESENTATIVES Williams, Agler, Berry, Chlouber, DeGette, Fleming, Friednash, George, Hagedorn, Jerke, Kaufman,
Lawrence, May, Pierson, Prinster, Reeser, Schauer, Snyder, Tanner, and Taylor.

AN ACT

CONCERNING BROKERAGE RELATIONSHIPS IN REAL ESTATE TRANSACTIONS.

Be it enacted by the General Assembly of the State of Colorado:

SECTION 1. Article 61 of title 12, Colorado Revised Statutes, 1991 Repl. Vol., as amended, is amended BY THE ADDITION OF A NEW PART to read:

**PART 8
BROKERAGE RELATIONSHIPS**

12-61-801. Legislative declaration. (1) THE GENERAL ASSEMBLY FINDS, DETERMINES, AND DECLARES THAT THE PUBLIC WILL BEST BE SERVED THROUGH A BETTER UNDERSTANDING OF THE PUBLIC'S LEGAL AND WORKING RELATIONSHIPS WITH REAL ESTATE BROKERS AND BY BEING ABLE TO ENGAGE ANY SUCH REAL ESTATE BROKER ON TERMS AND UNDER CONDITIONS THAT THE PUBLIC AND THE REAL ESTATE BROKER FIND ACCEPTABLE. THIS INCLUDES ENGAGING A BROKER AS A SINGLE AGENT, SUBAGENT, DUAL AGENT, OR TRANSACTION-BROKER. FURTHER, THE PUBLIC SHOULD BE ADVISED OF THE GENERAL DUTIES, OBLIGATIONS, AND RESPONSIBILITIES OF A REAL ESTATE BROKER IN ANY PARTICULAR REAL ESTATE TRANSACTION.

(2) THIS PART 8 IS ENACTED TO GOVERN THE RELATIONSHIPS BETWEEN REAL ESTATE BROKERS AND SELLERS, LANDLORDS, BUYERS, AND TENANTS IN REAL ESTATE TRANSACTIONS.

12-61-802. Definitions. AS USED IN THIS PART 8, UNLESS THE CONTEXT OTHERWISE REQUIRES:

Capital letters indicate new material added to existing statutes; dashes through words indicate deletions from existing statutes and such material not part of act.

(1) "BROKER" SHALL HAVE THE SAME MEANING AS SET FORTH IN SUBSECTION (2) OR (3) OF SECTION 12-61-101, EXCEPT AS OTHERWISE SPECIFIED IN THIS PART 8. FOR PURPOSES OF THIS PART 8, "BROKER" MAY INCLUDE A "SALESPERSON" AS DEFINED IN SECTION 12-61-101 (3).

(2) "DUAL AGENT" MEANS A BROKER WHO, WITH THE WRITTEN INFORMED CONSENT OF ALL PARTIES TO A CONTEMPLATED REAL ESTATE TRANSACTION, IS ENGAGED AS A LIMITED AGENT FOR BOTH THE SELLER AND BUYER OR BOTH THE LANDLORD AND TENANT.

(3) "LIMITED AGENT" MEANS AN AGENT WHOSE DUTIES AND OBLIGATIONS TO A PRINCIPAL ARE ONLY THOSE SET FORTH IN SECTION 12-61-804, 12-61-805, OR 12-61-806, WITH ANY ADDITIONAL DUTIES AND OBLIGATIONS AGREED TO PURSUANT TO SECTION 12-61-803 (5).

(4) "SINGLE AGENT" MEANS A BROKER WHO IS ENGAGED BY AND REPRESENTS ONLY ONE PARTY IN A REAL ESTATE TRANSACTION. A SINGLE AGENT INCLUDES THE FOLLOWING:

(a) "BUYER'S AGENT", WHICH MEANS A BROKER WHO IS ENGAGED BY AND REPRESENTS THE BUYER IN A REAL ESTATE TRANSACTION;

(b) "LANDLORD'S AGENT", WHICH MEANS A BROKER WHO IS ENGAGED BY AND REPRESENTS THE LANDLORD IN A LEASING TRANSACTION;

(c) "SELLER'S AGENT", WHICH MEANS A BROKER WHO IS ENGAGED BY AND REPRESENTS THE SELLER IN A REAL ESTATE TRANSACTION; AND

(d) "TENANT'S AGENT", WHICH MEANS A BROKER WHO IS ENGAGED BY AND REPRESENTS THE TENANT IN A LEASING TRANSACTION.

(5) "SUBAGENT" MEANS A BROKER ENGAGED TO ACT FOR ANOTHER BROKER IN PERFORMING BROKERAGE TASKS FOR A PRINCIPAL. THE SUBAGENT OWES THE SAME OBLIGATIONS AND RESPONSIBILITIES TO THE PRINCIPAL AS DOES THE PRINCIPAL'S BROKER.

(6) "TRANSACTION-BROKER" MEANS A BROKER WHO ASSISTS ONE OR MORE PARTIES THROUGHOUT A CONTEMPLATED REAL ESTATE TRANSACTION WITH COMMUNICATION, INTERPOSITION, ADVISEMENT, NEGOTIATION, CONTRACT TERMS, AND THE CLOSING OF SUCH REAL ESTATE TRANSACTION WITHOUT BEING AN AGENT OR ADVOCATE FOR THE INTERESTS OF ANY PARTY TO SUCH TRANSACTION. UPON AGREEMENT IN WRITING PURSUANT TO SECTION 12-61-803 (2) (a) OR A WRITTEN DISCLOSURE PURSUANT TO SECTION 12-61-808 (2) (d), A TRANSACTION-BROKER MAY BECOME A SINGLE AGENT, SUBAGENT, OR DUAL AGENT.

12-61-803. Relationships between brokers and the public. (1) WHEN ENGAGED IN ANY OF THE ACTIVITIES ENUMERATED IN SECTION 12-61-101 (2) OR (3), A BROKER MAY ACT IN ANY TRANSACTION AS A SINGLE AGENT, SUBAGENT, DUAL AGENT, OR TRANSACTION-BROKER. THE BROKER'S GENERAL DUTIES AND OBLIGATIONS ARISING FROM THAT RELATIONSHIP SHALL BE DISCLOSED TO THE SELLER AND THE BUYER OR TO THE LANDLORD AND THE TENANT PURSUANT TO SECTION

12-61-808.

(2) A BROKER SHALL BE CONSIDERED A TRANSACTION-BROKER UNLESS:

(a) A SINGLE AGENCY OR DUAL AGENCY RELATIONSHIP IS ESTABLISHED THROUGH A WRITTEN AGREEMENT BETWEEN THE BROKER AND THE PARTY OR PARTIES TO BE REPRESENTED BY SUCH BROKER; OR

(b) A BROKER WORKS WITH A BUYER OR TENANT AS A SUBAGENT OF THE SELLER OR LANDLORD BY EXPRESSLY AGREEING WITH THE SELLER OR LANDLORD TO SERVE AS A SUBAGENT OR BY IMPLIEDLY AGREEING TO SERVE AS A SUBAGENT BY ACTING UPON AND THEREBY ACCEPTING AN OFFER OF SUBAGENCY.

(3) A BROKER MAY WORK WITH A SINGLE PARTY IN SEPARATE TRANSACTIONS PURSUANT TO DIFFERENT RELATIONSHIPS INCLUDING BUT NOT LIMITED TO SELLING ONE PROPERTY AS A SELLER'S AGENT AND WORKING WITH THAT SELLER IN BUYING ANOTHER PROPERTY AS A TRANSACTION-BROKER, BUYER'S AGENT, OR SUBAGENT, IF THE BROKER COMPLIES WITH THIS PART 8 IN ESTABLISHING THE RELATIONSHIPS FOR EACH TRANSACTION.

(4) A BROKER OR SALESPERSON LICENSED PURSUANT TO PART 1 OF THIS ARTICLE, WHETHER ACTING AS A SINGLE AGENT, SUBAGENT, DUAL AGENT, OR TRANSACTION-BROKER, MAY COMPLETE STANDARD FORMS INCLUDING THOSE PROMULGATED BY THE COLORADO REAL ESTATE COMMISSION AND MAY ADVISE THE PARTIES AS TO EFFECTS THEREOF, IF THE BROKER OR SALESPERSON IS PERFORMING THE ACTIVITIES ENUMERATED OR REFERRED TO IN SUBSECTION (2) OR (3) OF SECTION 12-61-101 IN THE TRANSACTION IN WHICH THE FORMS ARE TO BE USED. IN ANY SUCH TRANSACTION, THE BROKER SHALL ADVISE THE PARTIES THAT THE FORMS HAVE IMPORTANT LEGAL CONSEQUENCES AND THAT THE PARTIES SHOULD CONSULT LEGAL COUNSEL BEFORE SIGNING SUCH FORMS.

(5) NOTHING CONTAINED IN THIS SECTION SHALL PROHIBIT THE PUBLIC FROM ENTERING INTO WRITTEN CONTRACTS WITH ANY BROKER WHICH CONTAIN DUTIES, OBLIGATIONS, OR RESPONSIBILITIES WHICH ARE IN ADDITION TO THOSE SPECIFIED IN THIS PART 8.

12-61-804. Single agent engaged by seller or landlord. (1) A BROKER ENGAGED BY A SELLER OR LANDLORD TO ACT AS A SELLER'S AGENT OR A LANDLORD'S AGENT IS A LIMITED AGENT WITH THE FOLLOWING DUTIES AND OBLIGATIONS:

(a) TO PERFORM THE TERMS OF THE WRITTEN AGREEMENT MADE WITH THE SELLER OR LANDLORD;

(b) TO EXERCISE REASONABLE SKILL AND CARE FOR THE SELLER OR LANDLORD;

(c) TO PROMOTE THE INTERESTS OF THE SELLER OR LANDLORD WITH THE UTMOST GOOD FAITH, LOYALTY, AND FIDELITY, INCLUDING, BUT NOT LIMITED TO:

(I) SEEKING A PRICE AND TERMS WHICH ARE ACCEPTABLE TO THE SELLER OR LANDLORD; EXCEPT THAT THE BROKER SHALL NOT BE OBLIGATED TO SEEK ADDITIONAL OFFERS TO PURCHASE THE PROPERTY WHILE THE PROPERTY IS SUBJECT

TO A CONTRACT FOR SALE OR TO SEEK ADDITIONAL OFFERS TO LEASE THE PROPERTY WHILE THE PROPERTY IS SUBJECT TO A LEASE OR LETTER OF INTENT TO LEASE;

(II) PRESENTING ALL OFFERS TO AND FROM THE SELLER OR LANDLORD IN A TIMELY MANNER REGARDLESS OF WHETHER THE PROPERTY IS SUBJECT TO A CONTRACT FOR SALE OR A LEASE OR LETTER OF INTENT TO LEASE;

(III) DISCLOSING TO THE SELLER OR LANDLORD ADVERSE MATERIAL FACTS ACTUALLY KNOWN BY THE BROKER;

(IV) COUNSELING THE SELLER OR LANDLORD AS TO ANY MATERIAL BENEFITS OR RISKS OF A TRANSACTION WHICH ARE ACTUALLY KNOWN BY THE BROKER;

(V) ADVISING THE SELLER OR LANDLORD TO OBTAIN EXPERT ADVICE AS TO MATERIAL MATTERS ABOUT WHICH THE BROKER KNOWS BUT THE SPECIFICS OF WHICH ARE BEYOND THE EXPERTISE OF SUCH BROKER;

(VI) ACCOUNTING IN A TIMELY MANNER FOR ALL MONEY AND PROPERTY RECEIVED; AND

(VII) INFORMING THE SELLER OR LANDLORD THAT SUCH SELLER OR LANDLORD MAY BE VICARIOUSLY LIABLE FOR THE ACTS OF SUCH SELLER'S OR LANDLORD'S AGENT OR ANY SUBAGENT WHEN THE BROKER IS ACTING WITHIN THE SCOPE OF THE AGENCY RELATIONSHIP.

(d) TO COMPLY WITH ALL REQUIREMENTS OF THIS ARTICLE AND ANY RULES PROMULGATED PURSUANT TO THIS ARTICLE; AND

(e) TO COMPLY WITH ANY APPLICABLE FEDERAL, STATE, OR LOCAL LAWS, RULES, REGULATIONS, OR ORDINANCES INCLUDING FAIR HOUSING AND CIVIL RIGHTS STATUTES OR REGULATIONS.

(2) THE FOLLOWING INFORMATION SHALL NOT BE DISCLOSED BY A BROKER ACTING AS A SELLER'S OR LANDLORD'S AGENT WITHOUT THE INFORMED CONSENT OF THE SELLER OR LANDLORD:

(a) THAT A SELLER OR LANDLORD IS WILLING TO ACCEPT LESS THAN THE ASKING PRICE OR LEASE RATE FOR THE PROPERTY;

(b) WHAT THE MOTIVATING FACTORS ARE FOR THE PARTY SELLING OR LEASING THE PROPERTY;

(c) THAT THE SELLER OR LANDLORD WILL AGREE TO FINANCING TERMS OTHER THAN THOSE OFFERED;

(d) ANY MATERIAL INFORMATION ABOUT THE SELLER OR LANDLORD UNLESS DISCLOSURE IS REQUIRED BY LAW OR FAILURE TO DISCLOSE SUCH INFORMATION WOULD CONSTITUTE FRAUD OR DISHONEST DEALING; OR

(e) ANY FACTS OR SUSPICIONS REGARDING CIRCUMSTANCES WHICH MAY PSYCHOLOGICALLY IMPACT OR STIGMATIZE ANY REAL PROPERTY PURSUANT TO

SECTION 38-35.5-101, C.R.S.

(3) (a) A BROKER ACTING AS A SELLER'S OR LANDLORD'S AGENT OWES NO DUTY OR OBLIGATION TO THE BUYER OR TENANT; EXCEPT THAT A BROKER SHALL, SUBJECT TO THE LIMITATIONS OF SECTION 38-35.5-101, C.R.S., CONCERNING PSYCHOLOGICALLY IMPACTED PROPERTY, DISCLOSE TO ANY PROSPECTIVE BUYER OR TENANT ALL ADVERSE MATERIAL FACTS ACTUALLY KNOWN BY SUCH BROKER. SUCH ADVERSE MATERIAL FACTS MAY INCLUDE BUT SHALL NOT BE LIMITED TO ADVERSE MATERIAL FACTS PERTAINING TO THE TITLE AND THE PHYSICAL CONDITION OF THE PROPERTY, ANY MATERIAL DEFECTS IN THE PROPERTY, AND ANY ENVIRONMENTAL HAZARDS AFFECTING THE PROPERTY WHICH ARE REQUIRED BY LAW TO BE DISCLOSED.

(b) A SELLER'S OR LANDLORD'S AGENT OWES NO DUTY TO CONDUCT AN INDEPENDENT INSPECTION OF THE PROPERTY FOR THE BENEFIT OF THE BUYER OR TENANT AND OWES NO DUTY TO INDEPENDENTLY VERIFY THE ACCURACY OR COMPLETENESS OF ANY STATEMENT MADE BY SUCH SELLER OR LANDLORD OR ANY INDEPENDENT INSPECTOR.

(4) A SELLER'S OR LANDLORD'S AGENT MAY SHOW ALTERNATIVE PROPERTIES NOT OWNED BY SUCH SELLER OR LANDLORD TO PROSPECTIVE BUYERS OR TENANTS AND MAY LIST COMPETING PROPERTIES FOR SALE OR LEASE AND NOT BE DEEMED TO HAVE BREACHED ANY DUTY OR OBLIGATION TO SUCH SELLER OR LANDLORD.

(5) (a) A SELLER OR LANDLORD MAY AGREE IN WRITING WITH A SELLER'S OR LANDLORD'S AGENT THAT OTHER BROKERS MAY BE RETAINED AND COMPENSATED AS SUBAGENTS.

(b) ANY BROKER ACTING AS A SUBAGENT ON THE SELLER'S OR LANDLORD'S BEHALF SHALL BE A LIMITED AGENT WITH THE OBLIGATIONS AND RESPONSIBILITIES SET FORTH IN SUBSECTIONS (1), (2), (3), AND (4) OF THIS SECTION.

12-61-805. Single agent engaged by buyer or tenant. (1) A BROKER ENGAGED BY A BUYER OR TENANT TO ACT AS A BUYER'S OR TENANT'S AGENT SHALL BE A LIMITED AGENT WITH THE FOLLOWING DUTIES AND OBLIGATIONS:

(a) TO PERFORM THE TERMS OF THE WRITTEN AGREEMENT MADE WITH THE BUYER OR TENANT;

(b) TO EXERCISE REASONABLE SKILL AND CARE FOR THE BUYER OR TENANT;

(c) TO PROMOTE THE INTERESTS OF THE BUYER OR TENANT WITH THE UTMOST GOOD FAITH, LOYALTY, AND FIDELITY, INCLUDING, BUT NOT LIMITED TO:

(I) SEEKING A PRICE AND TERMS WHICH ARE ACCEPTABLE TO THE BUYER OR TENANT; EXCEPT THAT THE BROKER SHALL NOT BE OBLIGATED TO SEEK OTHER PROPERTIES WHILE THE BUYER IS A PARTY TO A CONTRACT TO PURCHASE PROPERTY OR WHILE THE TENANT IS A PARTY TO A LEASE OR LETTER OF INTENT TO LEASE;

(II) PRESENTING ALL OFFERS TO AND FROM THE BUYER OR TENANT IN A TIMELY MANNER REGARDLESS OF WHETHER THE BUYER IS ALREADY A PARTY TO A CONTRACT TO PURCHASE PROPERTY OR THE TENANT IS ALREADY A PARTY TO A CONTRACT OR A

LETTER OF INTENT TO LEASE;

(III) DISCLOSING TO THE BUYER OR TENANT ADVERSE MATERIAL FACTS ACTUALLY KNOWN BY THE BROKER;

(IV) COUNSELING THE BUYER OR TENANT AS TO ANY MATERIAL BENEFITS OR RISKS OF A TRANSACTION WHICH ARE ACTUALLY KNOWN BY THE BROKER;

(V) ADVISING THE BUYER OR TENANT TO OBTAIN EXPERT ADVICE AS TO MATERIAL MATTERS ABOUT WHICH THE BROKER KNOWS BUT THE SPECIFICS OF WHICH ARE BEYOND THE EXPERTISE OF SUCH BROKER;

(VI) ACCOUNTING IN A TIMELY MANNER FOR ALL MONEY AND PROPERTY RECEIVED; AND

(VII) INFORMING THE BUYER OR TENANT THAT SUCH BUYER OR TENANT MAY BE VICARIOUSLY LIABLE FOR THE ACTS OF SUCH BUYER'S OR TENANT'S AGENT WHEN SUCH AGENT IS ACTING WITHIN THE SCOPE OF THE AGENCY RELATIONSHIP;

(d) TO COMPLY WITH ALL REQUIREMENTS OF THIS ARTICLE AND ANY RULES PROMULGATED PURSUANT TO THIS ARTICLE; AND

(e) TO COMPLY WITH ANY APPLICABLE FEDERAL, STATE, OR LOCAL LAWS, RULES, REGULATIONS, OR ORDINANCES INCLUDING FAIR HOUSING AND CIVIL RIGHTS STATUTES OR REGULATIONS.

(2) THE FOLLOWING INFORMATION SHALL NOT BE DISCLOSED BY A BROKER ACTING AS A BUYER'S OR TENANT'S AGENT WITHOUT THE INFORMED CONSENT OF THE BUYER OR TENANT:

(a) THAT A BUYER OR TENANT IS WILLING TO PAY MORE THAN THE PURCHASE PRICE OR LEASE RATE FOR THE PROPERTY;

(b) WHAT THE MOTIVATING FACTORS ARE FOR THE PARTY BUYING OR LEASING THE PROPERTY;

(c) THAT THE BUYER OR TENANT WILL AGREE TO FINANCING TERMS OTHER THAN THOSE OFFERED;

(d) ANY MATERIAL INFORMATION ABOUT THE BUYER OR TENANT UNLESS DISCLOSURE IS REQUIRED BY LAW OR FAILURE TO DISCLOSE SUCH INFORMATION WOULD CONSTITUTE FRAUD OR DISHONEST DEALING; OR

(e) ANY FACTS OR SUSPICIONS REGARDING CIRCUMSTANCES WHICH WOULD PSYCHOLOGICALLY IMPACT OR STIGMATIZE ANY REAL PROPERTY PURSUANT TO SECTION 38-35.5-101, C.R.S.

(3) (a) A BROKER ACTING AS A BUYER'S OR TENANT'S AGENT OWES NO DUTY OR OBLIGATION TO THE SELLER OR LANDLORD; EXCEPT THAT SUCH BROKER SHALL DISCLOSE TO ANY PROSPECTIVE SELLER OR LANDLORD ALL ADVERSE MATERIAL FACTS ACTUALLY KNOWN BY THE BROKER INCLUDING BUT NOT LIMITED TO ADVERSE

MATERIAL FACTS CONCERNING THE BUYER'S OR TENANT'S FINANCIAL ABILITY TO PERFORM THE TERMS OF THE TRANSACTION AND WHETHER THE BUYER INTENDS TO OCCUPY THE PROPERTY TO BE PURCHASED AS A PRINCIPAL RESIDENCE.

(b) A BUYER'S OR TENANT'S AGENT OWES NO DUTY TO CONDUCT AN INDEPENDENT INVESTIGATION OF THE BUYER'S OR TENANT'S FINANCIAL CONDITION FOR THE BENEFIT OF THE SELLER OR LANDLORD AND OWES NO DUTY TO INDEPENDENTLY VERIFY THE ACCURACY OR COMPLETENESS OF STATEMENTS MADE BY SUCH BUYER OR TENANT OR ANY INDEPENDENT INSPECTOR.

(4) A BUYER'S OR TENANT'S AGENT MAY SHOW PROPERTIES IN WHICH THE BUYER OR TENANT IS INTERESTED TO OTHER PROSPECTIVE BUYERS OR TENANTS WITHOUT BREACHING ANY DUTY OR OBLIGATION TO SUCH BUYER OR TENANT. NOTHING IN THIS SECTION SHALL BE CONSTRUED TO PROHIBIT A BUYER'S OR TENANT'S AGENT FROM SHOWING COMPETING BUYERS OR TENANTS THE SAME PROPERTY AND FROM ASSISTING COMPETING BUYERS OR TENANTS IN ATTEMPTING TO PURCHASE OR LEASE A PARTICULAR PROPERTY.

12-61-806. Dual agent. (1) A BROKER MAY ACT AS A DUAL AGENT ONLY WITH THE INFORMED CONSENT OF ALL PARTIES TO THE TRANSACTION. SUCH INFORMED CONSENT SHALL BE EVIDENCED BY A WRITTEN AGREEMENT PURSUANT TO SECTION 12-61-808 (2) (e). THE SELLER AND BUYER OR THE LANDLORD AND TENANT SHALL BE INFORMED THAT THEY MAY BOTH BE VICARIOUSLY LIABLE FOR THE ACTS OF THE DUAL AGENT WHEN SUCH AGENT IS ACTING WITHIN THE SCOPE OF THE DUAL AGENCY RELATIONSHIP.

(2) A DUAL AGENT SHALL BE A LIMITED AGENT FOR BOTH THE SELLER AND BUYER OR THE LANDLORD AND TENANT AND SHALL HAVE THE DUTIES AND OBLIGATIONS REQUIRED BY SECTIONS 12-61-804 AND 12-61-805 UNLESS OTHERWISE PROVIDED FOR IN THIS SECTION.

(3) EXCEPT AS PROVIDED FOR IN SUBSECTIONS (4) AND (5) OF THIS SECTION, A DUAL AGENT MAY DISCLOSE ANY INFORMATION TO ONE PARTY THAT SUCH AGENT GAINS FROM THE OTHER PARTY IF SUCH INFORMATION IS RELEVANT TO THE TRANSACTION OR PARTY.

(4) THE FOLLOWING INFORMATION SHALL NOT BE DISCLOSED BY A DUAL AGENT WITHOUT THE INFORMED WRITTEN CONSENT OF THE PARTIES TO THE PROPOSED TRANSACTION:

(a) THAT A BUYER OR TENANT IS WILLING TO PAY MORE THAN THE PURCHASE PRICE OR LEASE RATE OFFERED FOR THE PROPERTY;

(b) THAT A SELLER OR LANDLORD IS WILLING TO ACCEPT LESS THAN THE ASKING PRICE OR LEASE RATE FOR THE PROPERTY;

(c) WHAT THE MOTIVATING FACTORS ARE FOR ANY PARTY BUYING, SELLING, OR LEASING THE PROPERTY;

(d) THAT A SELLER, BUYER, LANDLORD, OR TENANT WILL AGREE TO FINANCING TERMS OTHER THAN THOSE OFFERED; AND

(e) ANY FACTS OR SUSPICIONS REGARDING CIRCUMSTANCES WHICH MAY PSYCHOLOGICALLY IMPACT OR STIGMATIZE ANY REAL PROPERTY PURSUANT TO SECTION 38-35.5-101, C.R.S.

(5) (a) A DUAL AGENT SHALL NOT DISCLOSE TO ONE PARTY INFORMATION MADE CONFIDENTIAL BY STATUTE, REGULATION, OR INSTRUCTIONS FROM THE OTHER PARTY EXCEPT FOR INFORMATION REQUIRED TO BE DISCLOSED PURSUANT TO SECTIONS 12-61-804 (3) AND 12-61-805 (3).

(b) NO CAUSE OF ACTION BY ANY PERSON SHALL ARISE AGAINST A DUAL AGENT FOR MAKING ANY REQUIRED DISCLOSURE.

(c) A DUAL AGENT DOES NOT TERMINATE THE DUAL AGENCY RELATIONSHIP BY MAKING ANY REQUIRED DISCLOSURE.

(6) IN A DUAL AGENCY RELATIONSHIP THERE SHALL BE NO IMPUTATION OF KNOWLEDGE OR INFORMATION BETWEEN ANY PARTY AND THE DUAL AGENT OR AMONG PERSONS WITHIN AN ENTITY ENGAGED AS A DUAL AGENT.

12-61-807. Transaction-broker. (1) A BROKER ENGAGED AS A TRANSACTION-BROKER IS NOT AN AGENT FOR EITHER PARTY.

(2) A TRANSACTION-BROKER SHALL HAVE THE FOLLOWING OBLIGATIONS AND RESPONSIBILITIES:

(a) TO PERFORM THE TERMS OF ANY WRITTEN OR ORAL AGREEMENT MADE WITH ANY PARTY TO THE TRANSACTION;

(b) TO EXERCISE REASONABLE SKILL AND CARE AS A TRANSACTION-BROKER, INCLUDING, BUT NOT LIMITED TO:

(I) PRESENTING ALL OFFERS AND COUNTEROFFERS IN A TIMELY MANNER REGARDLESS OF WHETHER THE PROPERTY IS SUBJECT TO A CONTRACT FOR SALE OR LEASE OR LETTER OF INTENT;

(II) ADVISING THE PARTIES REGARDING THE TRANSACTION AND SUGGESTING THAT SUCH PARTIES OBTAIN EXPERT ADVICE AS TO MATERIAL MATTERS ABOUT WHICH THE TRANSACTION-BROKER KNOWS BUT THE SPECIFICS OF WHICH ARE BEYOND THE EXPERTISE OF SUCH BROKER;

(III) ACCOUNTING IN A TIMELY MANNER FOR ALL MONEY AND PROPERTY RECEIVED;

(IV) KEEPING THE PARTIES FULLY INFORMED REGARDING THE TRANSACTION;

(V) ASSISTING THE PARTIES IN COMPLYING WITH THE TERMS AND CONDITIONS OF ANY CONTRACT INCLUDING CLOSING THE TRANSACTION;

(VI) DISCLOSING TO ALL PROSPECTIVE BUYERS OR TENANTS ANY ADVERSE MATERIAL FACTS ACTUALLY KNOWN BY THE BROKER INCLUDING BUT NOT LIMITED TO ADVERSE MATERIAL FACTS PERTAINING TO THE TITLE, THE PHYSICAL CONDITION OF THE PROPERTY, ANY DEFECTS IN THE PROPERTY, AND ANY ENVIRONMENTAL HAZARDS

AFFECTING THE PROPERTY REQUIRED BY LAW TO BE DISCLOSED;

(VII) DISCLOSING TO ANY PROSPECTIVE SELLER OR LANDLORD ALL ADVERSE MATERIAL FACTS ACTUALLY KNOWN BY THE BROKER INCLUDING BUT NOT LIMITED TO ADVERSE MATERIAL FACTS PERTAINING TO THE BUYER'S OR TENANT'S FINANCIAL ABILITY TO PERFORM THE TERMS OF THE TRANSACTION AND THE BUYER'S INTENT TO OCCUPY THE PROPERTY AS A PRINCIPAL RESIDENCE; AND

(VIII) INFORMING THE PARTIES THAT AS SELLER AND BUYER OR AS LANDLORD AND TENANT THEY SHALL NOT BE VICARIOUSLY LIABLE FOR ANY ACTS OF THE TRANSACTION-BROKER;

(c) TO COMPLY WITH ALL REQUIREMENTS OF THIS ARTICLE AND ANY RULES PROMULGATED PURSUANT TO THIS ARTICLE; AND

(d) TO COMPLY WITH ANY APPLICABLE FEDERAL, STATE, OR LOCAL LAWS, RULES, REGULATIONS, OR ORDINANCES INCLUDING FAIR HOUSING AND CIVIL RIGHTS STATUTES OR REGULATIONS.

(3) THE FOLLOWING INFORMATION SHALL NOT BE DISCLOSED BY A TRANSACTION-BROKER WITHOUT THE INFORMED CONSENT OF ALL PARTIES:

(a) THAT A BUYER OR TENANT IS WILLING TO PAY MORE THAN THE PURCHASE PRICE OR LEASE RATE OFFERED FOR THE PROPERTY;

(b) THAT A SELLER OR LANDLORD IS WILLING TO ACCEPT LESS THAN THE ASKING PRICE OR LEASE RATE FOR THE PROPERTY;

(c) WHAT THE MOTIVATING FACTORS ARE FOR ANY PARTY BUYING, SELLING, OR LEASING THE PROPERTY;

(d) THAT A SELLER, BUYER, LANDLORD, OR TENANT WILL AGREE TO FINANCING TERMS OTHER THAN THOSE OFFERED;

(e) ANY FACTS OR SUSPICIONS REGARDING CIRCUMSTANCES WHICH MAY PSYCHOLOGICALLY IMPACT OR STIGMATIZE ANY REAL PROPERTY PURSUANT TO SECTION 38-35.5-101, C.R.S.; OR

(f) ANY MATERIAL INFORMATION ABOUT THE OTHER PARTY UNLESS DISCLOSURE IS REQUIRED BY LAW OR FAILURE TO DISCLOSE SUCH INFORMATION WOULD CONSTITUTE FRAUD OR DISHONEST DEALING.

(4) A TRANSACTION-BROKER HAS NO DUTY TO CONDUCT AN INDEPENDENT INSPECTION OF THE PROPERTY FOR THE BENEFIT OF THE BUYER OR TENANT AND HAS NO DUTY TO INDEPENDENTLY VERIFY THE ACCURACY OR COMPLETENESS OF STATEMENTS MADE BY THE SELLER, LANDLORD, OR INDEPENDENT INSPECTORS.

(5) A TRANSACTION-BROKER HAS NO DUTY TO CONDUCT AN INDEPENDENT INVESTIGATION OF THE BUYER'S OR TENANT'S FINANCIAL CONDITION OR TO VERIFY THE ACCURACY OR COMPLETENESS OF ANY STATEMENT MADE BY THE BUYER OR TENANT.

(6) A TRANSACTION-BROKER MAY DO THE FOLLOWING WITHOUT BREACHING ANY OBLIGATION OR RESPONSIBILITY:

(a) SHOW ALTERNATIVE PROPERTIES NOT OWNED BY THE SELLER OR LANDLORD TO A PROSPECTIVE BUYER OR TENANT;

(b) LIST COMPETING PROPERTIES FOR SALE OR LEASE;

(c) SHOW PROPERTIES IN WHICH THE BUYER OR TENANT IS INTERESTED TO OTHER PROSPECTIVE BUYERS OR TENANTS; AND

(d) SERVE AS A SINGLE AGENT, SUBAGENT, OR DUAL AGENT FOR THE SAME OR FOR DIFFERENT PARTIES IN OTHER REAL ESTATE TRANSACTIONS.

(7) THERE SHALL BE NO IMPUTATION OF KNOWLEDGE OR INFORMATION BETWEEN ANY PARTY AND THE TRANSACTION-BROKER OR AMONG PERSONS WITHIN AN ENTITY ENGAGED AS A TRANSACTION-BROKER.

(8) A TRANSACTION-BROKER MAY COOPERATE WITH OTHER BROKERS BUT SHALL NOT ENGAGE ANY SUBAGENTS.

12-61-808. Broker disclosures. (1) (a) ANY PERSON, FIRM, PARTNERSHIP, LIMITED LIABILITY COMPANY, ASSOCIATION, OR CORPORATION ACTING AS A BROKER SHALL ADOPT A WRITTEN OFFICE POLICY WHICH IDENTIFIES AND DESCRIBES THE RELATIONSHIPS IN WHICH SUCH BROKER MAY ENGAGE WITH ANY SELLER, LANDLORD, BUYER, OR TENANT AS PART OF ANY REAL ESTATE BROKERAGE ACTIVITIES.

(b) A BROKER SHALL NOT BE REQUIRED TO OFFER OR ENGAGE IN ANY ONE OR IN ALL OF THE BROKERAGE RELATIONSHIPS ENUMERATED IN SECTIONS 12-61-804 TO 12-61-807.

(c) WRITTEN DISCLOSURES AND WRITTEN AGREEMENTS REQUIRED BY SUBSECTION (2) OF THIS SECTION SHALL CONTAIN A STATEMENT TO THE SELLER, LANDLORD, BUYER, OR TENANT THAT DIFFERENT BROKERAGE RELATIONSHIPS ARE AVAILABLE WHICH INCLUDE BUYER AGENCY, SELLER AGENCY, SUBAGENCY, OR TRANSACTION-BROKER. SHOULD THE SELLER, LANDLORD, BUYER, OR TENANT REQUEST INFORMATION OR ASK QUESTIONS CONCERNING A BROKERAGE RELATIONSHIP NOT OFFERED BY THE BROKER PURSUANT TO THE BROKER'S WRITTEN OFFICE POLICY ENUMERATED IN SUBSECTION (1) (a) OF THIS SECTION, THE BROKER SHALL PROVIDE TO THE PARTY A WRITTEN DEFINITION OF THAT BROKERAGE RELATIONSHIP WHICH HAS BEEN PROMULGATED BY THE COLORADO REAL ESTATE COMMISSION.

(d) DISCLOSURES MADE IN ACCORDANCE WITH THIS PART 8 SHALL BE SUFFICIENT TO DISCLOSE BROKERAGE RELATIONSHIPS TO THE PUBLIC.

(2) (a) (I) PRIOR TO ENGAGING IN ANY OF THE ACTIVITIES ENUMERATED IN SUBSECTION (2) OR (3) OF SECTION 12-61-101, A TRANSACTION-BROKER SHALL DISCLOSE IN WRITING TO THE PARTY TO BE ASSISTED THAT SUCH BROKER IS NOT ACTING AS AGENT FOR SUCH PARTY AND THAT SUCH BROKER IS ACTING AS A TRANSACTION-BROKER.

(II) AS PART OF EACH RELATIONSHIP ENTERED INTO BY A BROKER PURSUANT TO SUBPARAGRAPH (I) OF THIS PARAGRAPH (a), WRITTEN DISCLOSURE SHALL BE MADE WHICH SHALL CONTAIN A SIGNATURE BLOCK FOR THE BUYER, SELLER, LANDLORD, OR TENANT TO ACKNOWLEDGE RECEIPT OF SUCH DISCLOSURE. SUCH DISCLOSURE AND ACKNOWLEDGEMENT, BY ITSELF, SHALL NOT CONSTITUTE A CONTRACT WITH THE BROKER. IF SUCH BUYER, SELLER, LANDLORD, OR TENANT CHOOSES NOT TO SIGN THE ACKNOWLEDGEMENT, THE BROKER SHALL NOTE THAT FACT ON A COPY OF THE DISCLOSURE AND SHALL RETAIN SUCH COPY.

(III) IF THE TRANSACTION-BROKER UNDERTAKES ANY OBLIGATIONS OR RESPONSIBILITIES IN ADDITION TO OR DIFFERENT FROM THOSE SET FORTH IN SECTION 12-61-807, SUCH OBLIGATIONS OR RESPONSIBILITIES SHALL BE DISCLOSED IN A WRITING WHICH SHALL BE SIGNED BY THE INVOLVED PARTIES.

(b) PRIOR TO ENGAGING IN ANY OF THE ACTIVITIES ENUMERATED IN SUBSECTIONS (2) OR (3) OF SECTION 12-61-101, A BROKER INTENDING TO ESTABLISH A SINGLE AGENCY RELATIONSHIP WITH A SELLER, LANDLORD, BUYER, OR TENANT SHALL ENTER INTO A WRITTEN AGENCY AGREEMENT WITH THE PARTY TO BE REPRESENTED. SUCH AGREEMENT SHALL DISCLOSE THE DUTIES AND RESPONSIBILITIES SPECIFIED IN SECTION 12-61-804 OR 12-61-805, AS APPLICABLE, INCLUDING A DISCLOSURE THAT THE PARTY TO BE REPRESENTED MAY BE VICARIOUSLY LIABLE FOR THE ACTS OF THE BROKER AND OF ANY SUBAGENTS WHILE SUCH BROKER OR SUBAGENT IS ACTING WITHIN THE SCOPE OF THE AGENCY RELATIONSHIP. NOTICE OF THE SINGLE AGENCY RELATIONSHIP SHALL BE FURNISHED TO ANY PROSPECTIVE PARTY TO THE PROPOSED TRANSACTION IN A TIMELY MANNER.

(c) PRIOR TO ENGAGING IN ANY OF THE ACTIVITIES ENUMERATED IN SUBSECTION (2) OR (3) OF SECTION 12-61-101, A SELLER'S OR LANDLORD'S AGENT SHALL EXECUTE A WRITTEN AGREEMENT WITH THE SELLER OR LANDLORD SPECIFYING WHETHER AN OFFER OF SUBAGENCY MAY BE MADE TO ANY OTHER BROKER. SUCH AGREEMENT SHALL INDICATE THAT A SELLER OR LANDLORD MAY BE HELD VICARIOUSLY LIABLE FOR THE ACTS OF ANY SUBAGENT.

(d) (I) PRIOR TO ENGAGING IN ANY OF THE ACTIVITIES ENUMERATED IN SUBSECTION (2) OR (3) OF SECTION 12-61-101, A BROKER INTENDING TO WORK WITH A BUYER OR TENANT AS AN AGENT OR SUBAGENT OF THE SELLER SHALL PROVIDE A WRITTEN DISCLOSURE TO SUCH BUYER OR TENANT WHICH SHALL CONTAIN THE FOLLOWING:

(A) A STATEMENT THAT THE BROKER IS AN AGENT FOR THE SELLER OR LANDLORD AND IS NOT AN AGENT FOR THE BUYER OR TENANT UNLESS THE BROKER ENTERS INTO A WRITTEN AGREEMENT TO ACT AS A BUYER'S OR TENANT'S AGENT;

(B) A LIST OF THE TASKS THAT THE AGENT ACTING AS A SUBAGENT INTENDS TO PERFORM WITH THE BUYER OR TENANT; AND

(C) A STATEMENT THAT THE BUYER OR TENANT SHALL NOT BE VICARIOUSLY LIABLE FOR THE ACTS OF THE AGENT WHEN ACTING AS A SUBAGENT.

(II) THE WRITTEN DISCLOSURE REQUIRED PURSUANT TO SUBPARAGRAPH (I) OF THIS PARAGRAPH (d), SHALL CONTAIN A SIGNATURE BLOCK FOR THE BUYER OR TENANT TO ACKNOWLEDGE RECEIPT OF SUCH DISCLOSURE. SUCH DISCLOSURE AND

ACKNOWLEDGEMENT, BY ITSELF, SHALL NOT CONSTITUTE A CONTRACT WITH THE BROKER. IF THE BUYER OR TENANT DOES NOT SIGN SUCH DISCLOSURE, THE BROKER SHALL NOTE THAT FACT ON A COPY OF SUCH DISCLOSURE AND RETAIN SUCH COPY.

(e) A BROKER INTENDING TO ACT AS A DUAL AGENT SHALL OBTAIN THE WRITTEN AGREEMENT OF THE SELLER AND BUYER OR LANDLORD AND TENANT PERMITTING THE BROKER TO SERVE AS A DUAL AGENT IN THE PROPOSED TRANSACTION. SUCH AGREEMENT SHALL DISCLOSE AND INCLUDE A RECITATION OF THE RESPONSIBILITIES AND OBLIGATIONS REQUIRED PURSUANT TO SECTION 12-61-806. SUCH AGREEMENT SHALL ALSO STATE THAT THE SELLER AND BUYER OR LANDLORD AND TENANT CAN BOTH BE HELD VICARIOUSLY LIABLE FOR THE ACTS OF A DUAL AGENT WHEN SUCH AGENT IS ACTING WITHIN THE SCOPE OF THE DUAL AGENCY RELATIONSHIP.

(f) A BROKER WHO HAS ALREADY ESTABLISHED A RELATIONSHIP WITH ONE PARTY TO A PROPOSED TRANSACTION SHALL ADVISE AT THE EARLIEST REASONABLE OPPORTUNITY ANY OTHER POTENTIAL PARTIES OR THEIR AGENTS OF SUCH ESTABLISHED RELATIONSHIP.

12-61-809. Duration of relationship. (1) (a) THE RELATIONSHIPS SET FORTH IN THIS PART 8 SHALL COMMENCE AT THE TIME THAT THE BROKER IS ENGAGED BY A PARTY AND SHALL CONTINUE UNTIL PERFORMANCE OR COMPLETION OF THE AGREEMENT BY WHICH THE BROKER WAS ENGAGED.

(b) IF THE AGREEMENT BY WHICH THE BROKER WAS ENGAGED IS NOT PERFORMED OR COMPLETED FOR ANY REASON, THE RELATIONSHIP SHALL END AT THE EARLIER OF THE FOLLOWING:

(I) ANY DATE OF EXPIRATION AGREED UPON BY THE PARTIES;

(II) ANY TERMINATION OR RELINQUISHMENT OF THE RELATIONSHIP BY THE PARTIES; OR

(III) ONE YEAR AFTER THE DATE OF THE ENGAGEMENT.

(2) (a) EXCEPT AS OTHERWISE AGREED TO IN WRITING AND PURSUANT TO PARAGRAPH (b) OF THIS SUBSECTION (2), A BROKER ENGAGED AS A SELLER'S AGENT, BUYER'S AGENT, SUBAGENT, OR DUAL AGENT OWES NO FURTHER DUTY OR OBLIGATION AFTER TERMINATION OR EXPIRATION OF THE CONTRACT OR COMPLETION OF PERFORMANCE.

(b) NOTWITHSTANDING PARAGRAPH (a) OF THIS SUBSECTION (2), A BROKER SHALL BE RESPONSIBLE AFTER TERMINATION OR EXPIRATION OF THE CONTRACT OR COMPLETION OF PERFORMANCE FOR THE FOLLOWING:

(I) ACCOUNTING FOR ALL MONEYS AND PROPERTY RELATED TO AND RECEIVED DURING THE ENGAGEMENT; AND

(II) KEEPING CONFIDENTIAL ALL INFORMATION RECEIVED DURING THE COURSE OF THE ENGAGEMENT WHICH WAS MADE CONFIDENTIAL BY REQUEST OR INSTRUCTIONS FROM THE ENGAGING PARTY UNLESS:

(A) THE ENGAGING PARTY GRANTS WRITTEN CONSENT TO DISCLOSE SUCH INFORMATION;

(B) DISCLOSURE OF SUCH INFORMATION IS REQUIRED BY LAW; OR

(C) THE INFORMATION IS MADE PUBLIC OR BECOMES PUBLIC BY THE WORDS OR CONDUCT OF THE ENGAGING PARTY OR FROM A SOURCE OTHER THAN THE BROKER.

(3) EXCEPT AS OTHERWISE AGREED TO IN WRITING, A TRANSACTION-BROKER OWES NO FURTHER OBLIGATION OR RESPONSIBILITY TO THE ENGAGING PARTY AFTER TERMINATION OR EXPIRATION OF THE CONTRACT FOR PERFORMANCE OR COMPLETION OF PERFORMANCE; EXCEPT THAT SUCH BROKER SHALL ACCOUNT FOR ALL MONEYS AND PROPERTY RELATED TO AND RECEIVED DURING THE ENGAGEMENT.

12-61-810. Compensation. (1) IN ANY REAL ESTATE TRANSACTION, THE BROKER'S COMPENSATION MAY BE PAID BY THE SELLER, THE BUYER, THE LANDLORD, THE TENANT, A THIRD PARTY, OR BY THE SHARING OR SPLITTING OF A COMMISSION OR COMPENSATION BETWEEN BROKERS.

(2) PAYMENT OF COMPENSATION SHALL NOT BE CONSTRUED TO ESTABLISH AN AGENCY RELATIONSHIP BETWEEN THE BROKER AND THE PARTY WHO PAID SUCH COMPENSATION.

(3) A SELLER OR LANDLORD MAY AGREE THAT A TRANSACTION-BROKER, SINGLE AGENT, OR SUBAGENT MAY SHARE THE COMMISSION OR OTHER COMPENSATION PAID BY SUCH SELLER OR LANDLORD WITH ANOTHER BROKER.

(4) A BUYER OR TENANT MAY AGREE THAT A SINGLE AGENT, TRANSACTION-BROKER, OR SUBAGENT MAY SHARE THE COMMISSION OR OTHER COMPENSATION PAID BY SUCH BUYER OR TENANT WITH ANOTHER BROKER.

(5) A BUYER'S OR TENANT'S AGENT SHALL OBTAIN THE WRITTEN APPROVAL OF SUCH BUYER OR TENANT BEFORE SUCH AGENT MAY PROPOSE TO THE SELLER'S OR LANDLORD'S AGENT THAT SUCH BUYER'S OR TENANT'S AGENT BE COMPENSATED BY SHARING COMPENSATION PAID BY SUCH SELLER OR LANDLORD.

(6) PRIOR TO OFFERING TO BUY, SELL, OR LEASE, THE IDENTITY OF THOSE PARTIES, PERSONS, OR ENTITIES PAYING COMPENSATION OR COMMISSIONS TO ANY BROKER, ALONG WITH THE TOTAL AMOUNT AND PERCENTAGE OF SAID COMMISSION, SHALL BE DISCLOSED TO THE PARTIES TO THE TRANSACTION.

(7) A BROKER MAY BE COMPENSATED BY MORE THAN ONE PARTY FOR SERVICES IN A TRANSACTION, IF THOSE PARTIES HAVE CONSENTED IN WRITING TO SUCH MULTIPLE PAYMENTS PRIOR TO ENTERING INTO A CONTRACT TO BUY, SELL, OR LEASE.

12-61-811. Violations. THE VIOLATION OF ANY PROVISION OF THIS PART 8 BY A BROKER OR SALESPERSON SHALL CONSTITUTE AN ACT PURSUANT TO SECTION 12-61-113 (1) (k) FOR WHICH THE REAL ESTATE COMMISSION MAY INVESTIGATE AND TAKE ADMINISTRATIVE ACTION AGAINST ANY SUCH BROKER OR SALESPERSON PURSUANT TO SECTIONS 12-61-113 AND 12-61-114 IF IT HAS REASON TO BELIEVE THAT THIS PART 8 HAS BEEN VIOLATED.

SECTION 2. 12-61-113 (1) (k), Colorado Revised Statutes, 1991 Repl. Vol., is amended to read:

12-61-113. Investigation - revocation - actions against licensee. (1) The commission, upon its own motion, may, and, upon the complaint in writing of any person, shall, investigate the activities of any licensee or any person who assumes to act in such capacity within the state, and the commission, after the holding of a hearing pursuant to section 12-61-114, has the power to impose an administrative fine not to exceed two thousand five hundred dollars for each separate offense and to censure a licensee, to place the licensee on probation and to set the terms of probation, or to temporarily suspend or permanently revoke a license when the licensee has performed, is performing, or is attempting to perform any of the following acts and is guilty of:

(k) Disregarding or violating any provision of this part 1 OR PART 8 OF THIS ARTICLE, violating any reasonable rule or regulation promulgated by the commission in the interests of the public and in conformance with the provisions of this part 1 OR PART 8 OF THIS ARTICLE; violating any lawful commission orders; or aiding and abetting a violation of any rule, regulation, commission order, or provision of this part 1 OR PART 8 OF THIS ARTICLE;

SECTION 3. 12-61-114 (1) and (4), Colorado Revised Statutes, 1991 Repl. Vol., as amended, are amended to read:

12-61-114. Hearing - administrative law judge - review. (1) Except as otherwise provided in this section, all proceedings before the commission with respect to disciplinary actions and denial of licensure under this part 1 AND PART 8 OF THIS ARTICLE and certifications issued under part 4 of this article shall be conducted by an administrative law judge pursuant to the provisions of sections 24-4-104 and 24-4-105, C.R.S.

(4) The decision of the commission in any disciplinary action or denial of licensure under this section is subject to review by the court of appeals by appropriate proceedings under section 24-4-106 (11), C.R.S. In order to effectuate the purposes of parts 1, 3, and 4, AND 8 of this article, the commission has the power to promulgate rules and regulations pursuant to article 4 of title 24, C.R.S. The commission may appear in court by its own attorney.

SECTION 4. Effective date. This act shall take effect January 1, 1994.

SECTION 5. Safety clause. The general assembly hereby finds, determines, and declares that this act is necessary for the immediate preservation of the public peace, health, and safety.

Approved: June 2, 1993