

**SERVICES AGREEMENT (GENERAL)
REAL ESTATE BROKER SERVICES**

City Agreement No. _____

City Budget Code: _____

This Services Agreement (General) for Real Estate Broker Services (“**Agreement**”) by and between the City of Napa, a California charter city (“**City**”), and Colliers Parrish International, Inc., a California Corporation Doing Business As Colliers, (“**Consultant**”), is effective on the date last signed by the City, which is identified on the signature page as the “Effective Date.”

RECITALS

A. The City desires to obtain the services more particularly described in this Agreement and Exhibit “A,” and generally including real estate broker services assisting the City with sale, purchase, or leasing of properties, providing consultation services related to real estate feasibility and marketing analysis and consultation on other miscellaneous real estate matters as requested.

B. The City issued a Request for Proposals for Real Estate Broker Services on February 6, 2025 and Consultant submitted a response on February 20, 2025. The proposal was evaluated under criteria including general qualifications and staffing proposals, relevant experience with public sector real estate transactions, pricing, and proposed approach to providing real estate broker services. The Consultant was selected for recommendation to the City Council consistent with the requirements of the City’s Contracting Policy.

C. The City Council authorized the City Manager to enter into this agreement with the Consultant on April 1, 2025.

NOW, THEREFORE, the City and the Consultant, for the mutual consideration described herein, agree as follows:

1. SCOPE OF SERVICES.

1.1. Services. Consultant will perform the services described in the *Scope of Services and Schedule of Performance*, attached hereto as **Exhibit “A”** and incorporated herein by reference (“**Services**”), in accordance with the terms and conditions of this Agreement and to the satisfaction of the City’s authorized representative, Liz Habkirk, Assistant City Manager (“**City’s Authorized Representative**”).

1.2. Standard of Care. In performing the Services, Consultant will meet or exceed the applicable standard of care for, and exercise the degree of skill and diligence ordinarily used by reputable service providers within the greater San Francisco Bay Area who provide the same or similar type of services as the Services required under this Agreement. Consultant will require and ensure that all of its employees, subconsultants, or agents performing or contributing to the Services will comply with the requirements of this Agreement.

1.3. Independent Contractor. Consultant will control the manner and means for performing the Services, acting as an independent contractor and not as an employee of the City. Consultant will not be entitled to any of the benefits that the City provides to its employees, including, but not limited to, health or retirement benefits.

1.4. Subcontracting. If Consultant subcontracts with a subconsultant to perform any of the Services, the City is deemed an intended beneficiary of that subcontract and the subconsultant will owe a duty of due care to the City. City reserves the right to approve or reject any proposed subconsultant, based on the subconsultant’s qualifications, relevant experience, or reputation.

1.5. Third Party Beneficiaries. Except to the extent expressly stated herein, this Agreement will not be construed to create any rights in third parties.

1.6. Time for Performance. Time is of the essence for the performance of all Services and duties under this Agreement. Consultant will commence and complete all Services by the date and within any timeframes set forth in Exhibit "A." Services for which times for performance are not specified in this Agreement will be commenced and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction from the City's Authorized Representative. Consultant will submit all requests for extensions of time to the City in writing no later than ten days after the start of the circumstances or events giving rise to the delay, and no later than the time by which performance is due. The City's approval of any extension of time for performance of the Services will not operate to waive the City's rights or remedies with respect to damages caused by Consultant's delay.

1.7. Unsatisfactory Services. Upon written notice from the City that any of the Services are unsatisfactory or fail to comply with the requirements of this Agreement (collectively, "**Unsatisfactory Services**"), Consultant must promptly correct or cure any such Unsatisfactory Services as specified in the City's written notice. Consultant will not be entitled to any additional compensation or extension of time to correct or cure the Unsatisfactory Services. Consultant's correction or cure of Unsatisfactory Services will not operate to waive the City's rights or remedies with respect to any damages caused by the Unsatisfactory Services, the cost of which may be recovered by the City as an offset from payment otherwise due or to become due to Consultant.

2. COMPENSATION.

2.1. Payment. The City will pay Consultant for Consultant's time and authorized expenses necessary to perform the Services, at the rates and charges set forth in the *Compensation Rates and Charges* attached hereto as **Exhibit "B"** and incorporated herein by reference, as compensation in full for Services satisfactorily performed in compliance with this Agreement. City's total payment to Consultant for performing the Services shall not exceed \$25,000 annually, without prior written authorization from the City. This total payment amount shall not include any non-City payments made to Consultant in the form of commissions related to the purchase or leasing of property on behalf of the City that are paid by a third party. If the City authorizes Consultant to perform services in addition to the Scope of Services set forth in Exhibit "A," Consultant will be compensated in accordance with the rates and charges in Exhibit "B." Consultant will not be entitled to any compensation for additional services performed without the City's prior written consent, or which exceed the scope of the City's written consent.

2.2. Invoices. Consultant will submit a monthly itemized invoice to the City's Authorized Representative for the Services provided during the preceding month. At a minimum, the invoice must identify the Services performed, the hours spent performing the Services, the applicable hourly rate(s), and any authorized expenses based on the rates and charges authorized in Exhibit "B." The City will pay the Consultant within 30 days after approval of each invoice, with the exception of any disputed amounts.

3. AUTHORIZED REPRESENTATIVE. Consultant hereby assigns William Kampton, to serve as the Consultant's authorized representative ("**Consultant's Authorized Representative**"), to personally participate in and manage the Services provided under this Agreement, and to serve as the primary point of contact for all matters pertaining to this Agreement.

3.1. Substitutions. As a material inducement to entering into this Agreement, the City has relied upon Consultant's representations regarding Consultant's qualifications (including the qualifications of Consultant's Authorized Representative, its personnel, and its subconsultants, if any, as identified on Exhibits "A" and "B"). Consultant will not replace Consultant's Authorized Representative (or any of its personnel or its subconsultants, if any, as identified on Exhibits "A" and "B") without the City's prior written consent.

4. NOTICES. All notices or requests required or contemplated by this Agreement will be in writing and delivered to the other party's Authorized Representative by personal delivery, U.S. Mail, nationwide overnight delivery service, email, or as otherwise specified herein. Delivery is deemed effective upon the first to occur of: (a) actual receipt by a party's Authorized Representative, (b) actual receipt at the address identified below, or (c) three business days following deposit in the U.S. Mail of registered or certified mail sent to the address identified below. A party's contact information, below, may be changed by providing written notice of any change to the other party.

TO CITY: LIZ HABKIRK
 ASSISTANT CITY MANAGER
 CITY OF NAPA
 P.O. Box 660
 NAPA, CA 94559-0660
LHabkirk@cityofnapa.org

TO CONSULTANT: WILLIAM KAMPTON
 EXECUTIVE VICE PRESIDENT
 COLLIERS
 1850 Mt. Diablo Blvd., Suite 200
 WALNUT CREEK, CA 94596
Bill.kampton@colliers.com

5. TERM. The term of this Agreement begins on the Effective Date, and is effective until June 30, 2030, unless terminated earlier as provided herein. The following provisions will survive expiration or termination of this Agreement: Section 7.2 (Dispute Resolution), Section 8.1 (Confidentiality), Section 8.4 (Records of Performance), Section 10 (Indemnification), Section 13.3 (Taxes), and Section 14 (General Provisions).

6. CITY'S RIGHT TO TERMINATE. The City may terminate this Agreement for convenience (with or without cause) by providing written notice of termination to Consultant, effective upon the date stated in the notice. If the City terminates the Agreement it will pay Consultant for all Services satisfactorily performed up to and including the effective date of the termination, subject to the provisions of Sections 2 and 8.2.

7. DEFAULT AND DISPUTE RESOLUTION.

7.1. Default. Consultant will be deemed in default of this Agreement if Consultant is not complying with the terms of this Agreement, or the City has reason to believe that Consultant's ability to perform the Services has been or will be impaired. If either of these circumstances exist, the City may give written notice of default to Consultant and demand that the default be cured or corrected within ten days of the notice, unless the City determines that additional time is reasonably necessary to cure the default. If Consultant fails to cure the default within of the time specified in the notice, and the Consultant fails to give adequate written assurance of due performance within the specified time, then the City may terminate this Agreement in accordance with Section 6, or the City may pursue dispute resolution in accordance with Section 7.2.

7.2. Dispute Resolution. If any dispute arises between the parties in relation to this Agreement, the Authorized Representatives for each party will meet, in person, as soon as practicable, to engage in a good faith effort to resolve the dispute informally. If the parties are unable to resolve the dispute, in whole or in part, through informal discussions, the parties agree to participate in mediation. Notwithstanding the existence of a dispute, the Consultant will continue providing the Services during the course of any dispute, unless otherwise directed by the City.

7.2.1. Either party may give written notice to the other party of a request to submit a dispute to mediation, and a mediation session must take place within 60 days of the date that such notice is given, or sooner if reasonably practicable. The parties will jointly appoint a mutually acceptable mediator. The parties will share equally the costs of the mediator; however, each party will pay its own costs of preparing for and participating in the mediation, including any legal costs.

7.2.2. Good faith participation in mediation pursuant to this Section is a condition precedent to either party commencing litigation in relation to the dispute. In addition, any claims by Consultant arising from or related to this Agreement are subject to the claim presentment requirements in the Government Claims Act (Government Code section 900 et seq.).

8. INFORMATION AND RECORDS.

8.1. Confidentiality. Consultant will not disclose any information or records related to the performance of this Agreement, including information and records received from the City, as well as information and records created by the Consultant, to any person other than a City employee, unless and only to the extent that the City provides the

Consultant with prior written consent to make a disclosure. Consultant will notify the City's Authorized Representative of any request for disclosure of information, or any actual or potential disclosure of information, under this Agreement.

8.2. Title to Records. All original documents or records ("**work product**"), whether paper or electronic, required by this Agreement to be prepared by Consultant (including its employees and subconsultants), whether complete or in progress, are the property of the City. Consultant will promptly deliver all such work product to the City at the completion of the Services, upon termination, or upon demand by the City. However, Consultant may make and keep copies of the work product.

8.3. Contract Cost Disclosure. For any document or report prepared in whole or in part by Consultant pursuant to this Agreement, Consultant will include the numbers and dollar amounts of related contracts or subcontracts as further specified by Government Code Section 7550.

8.4. Records of Performance. Consultant will maintain adequate records of performance under this Agreement (including Services provided, invoices for payment, and payments received) and make these records available to the City for inspection, audit, and copying, during the term of this Agreement and until four years after the Agreement has expired or been terminated.

8.5. Electronic Communications. Consultant will use reasonable good faith efforts to avoid transmitting electronic viruses or other damaging coding, and will promptly advise the City if Consultant discovers that an electronic virus or similar destructive coding may have been transmitted to the City.

8.6. Copyrights/Patents. In performing the Services under this Agreement, Consultant will not unlawfully infringe on any copyrighted or patented work. Consultant is solely responsible for the cost of any authorizations necessary to use any copyrighted or patented work.

9. ACCIDENT REPORT. If any death, personal injury, or property damage occurs in connection with the performance of the Services, Consultant will promptly submit to the City Clerk's Office a written notice of the incident of damage with the following information:

9.1. A description of the damage including date, time, and location, and whether any City property was involved;

9.2. Name and contact information of any witness;

9.3. Name and address of the injured or deceased person(s); and

9.4. Name and address of Consultant's insurance company.

10. INDEMNIFICATION. To the full extent permitted by law, Consultant will indemnify, hold harmless, release, and defend the City (including its officers, elected or appointed officials, employees, volunteers, and agents) from and against any and all liability or claims (including actions, demands, damages, injuries, settlements, losses, or costs [including legal costs and attorney's fees]) (collectively, "**Liability**") of any nature, arising out of, pertaining to, or relating to Consultant's acts or omissions under this Agreement. Consistent with Civil Code Section 2782, Consultant will not be obligated to indemnify City for the proportionate share of the Liability caused by the City's active negligence, sole negligence, or willful misconduct. Consultant's indemnification obligations under this Agreement are not limited by any limitations of any insurance held by Consultant, including, but not limited to, workers' compensation insurance.

11. INSURANCE. Consultant will not perform Services under this Agreement until Consultant has obtained all insurance required under Section 11 and such insurance has been approved by the City Attorney as to form and the Risk Manager as to carrier and sufficiency. The City of Napa is now utilizing an online insurance verification system called PINS Advantage. After being selected for an agreement with the City, Consultant/Contractor will receive an email with instructions to log into the PINS Advantage System. Consultant/Contractor shall upon receiving the email noted above, log into the system and upload Certificates of Insurance and any endorsements required by this Agreement. For questions or issues with setting up your PINS Advantage account, please contact

insurancecerts@cityofnapa.org. All requirements provided in this Section must appear either in the body of the insurance policies or as endorsements and must specifically bind the insurance carrier.

11.1. Policies and Limits. Without limiting Consultant's indemnification obligations in Section 10, Consultant will procure and maintain throughout the period of this Agreement the following policies of insurance and endorsements from insurers (if other than the State Compensation Fund) with a current A.M. Best rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of Consultant, its agents, employees or subconsultants:

11.1.1. General Liability Policy. Consultant must procure and maintain Commercial General Liability Insurance (CGL) at least as broad as CG 00 01 (occurrence form), with minimum limits of no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury, personal injury, property damage, products and completed operations, and contractual liability. If the Services involve explosive, underground or collapse risks, an XCU endorsement is required.

11.1.2. Automobile Liability Policy. Consultant must procure and maintain Automobile Liability Insurance at least as broad as ISO form number CA 0001, Code 1 (any auto), covering use of all owned, non-owned, and hired automobiles and all vehicles used in the performance of this Agreement with minimum limits not less than \$1,000,000 per accident, combined single limit for bodily injury and property damage liability.

11.1.3. Workers' Compensation. Consultant must procure and maintain Workers' Compensation in such amounts as will fully comply with the laws of the State of California and which will indemnify, insure and provide legal defense for both Consultant and City against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by Consultant in the course of carrying out the Services and Employer's Liability with minimum limits of \$1,000,000 per accident for bodily injury or disease. If Consultant is not subject to California Workers' Compensation requirements, Consultant must file a completed certificate of exemption form which may be obtained from the City prior to commencing any activity authorized hereunder.

11.2. Endorsements.

11.2.1. The CGL and automobile liability policies must contain an endorsement naming the City, its officers, elected or appointed officials, employees, volunteers, and agents, as covered parties for liability arising out of the operations performed by or on behalf of Consultant. The coverage will contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, volunteers, and agents.

11.2.2. All policies of insurance provided by Consultant pursuant to this Agreement will be primary and non-contributory to any coverage maintained by the City. Any insurance carried by City will not contribute to, or be excess of, insurance maintained by Consultant, nor in any way provide benefit to Consultant, its affiliates, officers, directors, employees, subsidiaries, parent company or agents.

11.2.3. The inclusion of more than one insured will not operate to impair or limit the rights of one insured against another, and the coverage will apply as though separate policies have been issued to each insured. Additionally, if the commercial general liability insurance or other form of insurance with a general aggregate limit is used, either the general aggregate limit will apply separately to this Agreement or the general aggregate will be twice the required occurrence limit.

11.3. All Policies.

11.3.1. For all insurance policies required under this Agreement, each certificate of insurance will state that the coverage afforded by the policy or policies will not be reduced, cancelled, or allowed to expire without at least 30 days written notice to City, unless due to non-payment of premiums, in which case at least 10 days written notice is required. Notice required under this subsection will be sent by certified mail. Each required policy will include an endorsement providing that the insurer agrees to waive any right of subrogation it may have against the City. The endorsements will be on forms provided by City or as approved by City's Risk Manager.

11.3.2. Any deductible or self-insured retention will be disclosed to the City prior to City's execution of this

Agreement and is subject to approval by the City.

11.3.3. If Consultant does not keep all required insurance policies in full force and effect, the City may, in addition to other remedies under this Agreement, terminate or suspend this Agreement.

11.3.4. The coverage types and limits required pursuant to this Agreement will in no way limit the liability of Consultant.

12. CONFLICTS OF INTEREST. Consultant warrants that as of the Effective Date of this Agreement it has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services. Consultant further warrants that in the performance of the Services, Consultant will not employ or enter into a subcontract with any person or entity having any such conflict of interest.

12.1. Financial Interest. Consultant will not make or participate in making or in any way attempt to use Consultant's position to influence a City decision in which Consultant knows, or has reason to know, Consultant has a financial interest other than the compensation promised by this Agreement. Consultant represents that it has diligently conducted a search and inventory of its financial interests, as defined in the regulations promulgated by the Fair Political Practices Commission, and has determined that Consultant does not, to the best of Consultant's knowledge, have a financial interest that would conflict with Consultant's duties under this Agreement. Consultant will immediately notify the City in writing if Consultant learns of a financial interest that may conflict with Consultant's obligations under this Agreement. Consultant may not act as Dual Agent

12.2. Covenant Against Contingent Fees. Consultant warrants that it has not employed, retained, or entered into a contract with any person or entity, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement; and that it has not paid or agreed to pay any person or entity, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the making of this Agreement. For breach or violation of this warranty, the City may void this Agreement without liability or any further obligation to Consultant, or, alternatively, may elect to deduct from payments due or to become due to Consultant, the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

12.3. Statement of Economic Interest. If the City determines Consultant (or any of its employees or subconsultants) is subject to disclosure requirements under the Political Reform Act (Government Code section 87100 et seq.), Consultant (including any required employees or subconsultants) will complete and file a "Statement of Economic Interest" (Form 700) with the City Clerk's Office disclosing Consultant's financial interests.

12.4. Subsequent Contracts. Unless otherwise specified in Exhibit "A," Consultant's duties and Services under this Agreement do not include preparing or assisting the City with any portion of the City's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the City. The City will at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Unless otherwise specified in Exhibit "A," Consultant's participation in the planning, discussions, or drawing of project plans or specifications will be limited to conceptual, preliminary, or initial plans or specifications. Consultant will cooperate with the City to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Consultant pursuant to this Agreement, if any.

13. COMPLIANCE WITH LAW.

13.1. Legal and Licensing Compliance. Consultant will comply with all applicable federal, state and local laws, rules, and regulations related to the Services under this Agreement. Consultant represents and warrants to City that Consultant has and will keep in effect during the term of this Agreement all licenses (including, but not limited to, the City of Napa business license), permits, qualifications, and approvals of whatsoever nature which are legally required for Consultant to practice Consultant's profession or perform the Services.

13.2. Nondiscrimination. At all times during the term of this Agreement, Consultant will comply with all applicable federal, state, and local laws, rules, and regulations prohibiting discrimination based on race, ethnicity, color, national origin, religion, marital status, age, sex, sexual orientation, disability (including any physical or mental

impairment that substantially limits a major life activity), medical condition, or any protected class.

13.3. Taxes. Consultant will file tax returns as required by law and pay all applicable taxes on amounts paid pursuant to this Agreement. Consultant will be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes.

13.4. Provisions Deemed Inserted. Every provision of law required to be inserted or referenced in this Agreement will be deemed to be inserted or referenced.

14. GENERAL PROVISIONS.

14.1. Headings. The heading titles for each section of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.

14.2. Severability. If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement will be construed as not containing that term, and the remainder of this Agreement will remain in full force and effect; provided, however, this section will not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.

14.3. Governing Law, Jurisdiction, and Venue. The interpretation, validity, and enforcement of this Agreement will be governed and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement will be filed and heard in a court of competent jurisdiction in the County of Napa.

14.4. Attorney's Fees. If any litigation is commenced to enforce or interpret this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.

14.5. Assignment and Delegation. This Agreement will not be assigned or transferred in whole or in part, nor will any of the Consultant's duties be delegated without the City's prior written consent. Any attempt to assign, transfer, or delegate this Agreement, in whole or any part, without the City's prior written consent will be void and of no force or effect. Any consent by the City to one assignment, transfer, or delegation will not be deemed to be consent to any subsequent assignment, transfer, or delegation.

14.6. Modifications. This Agreement may not be amended or modified orally. No amendment or modification of this Agreement is binding unless it is in a writing signed by both parties.

14.7. Waivers. No waiver of a breach, default, or duty under this Agreement will be effective unless it is in writing and signed by the party waiving the breach, default, or duty. Waiver of a breach, default, or duty under this Agreement will not constitute a continuing waiver or a waiver of any subsequent breach, default, or duty under this Agreement.

14.8. Entire Agreement. This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the Services. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all. If any provision in any document attached or incorporated into this Agreement conflicts or is inconsistent with a provision in the body of this Agreement, the provisions in the body of this Agreement will control over any such conflicting or inconsistent provisions.

14.9. Interpretation. Each party to this Agreement has had an opportunity to review the Agreement, and to consult with its respective legal counsel regarding the meaning of the Agreement. Accordingly, Civil Code Section 1654 will not apply to interpret any uncertainty in the meaning of the Agreement.

[Signature page follows.]

15. SIGNATURES.

15.1. Counterparts. This Agreement may be executed in counterparts, each one of which is deemed an original, but all of which together constitute a single instrument.

15.2. Signatures; Electronic Signatures. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Consultant and the City. The parties agree that this Agreement may be executed and transmitted electronically and that electronic signatures shall have the same force and effect as original signatures in accordance with the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. 7001 et seq.; the California Uniform Electronic Transactions Act, Civil Code Section 1633.1 et seq. and California Government Code Section 16.5.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the Effective Date set forth below.

CITY:
CITY OF NAPA, a California charter city

CONSULTANT:
Colliers Parrish International, Inc., a California Corporation
Doing Business As Colliers

By: _____
Steve Potter, City Manager

By: _____
Scott Ellis, Executive Managing Director

By: _____
William Kampton, Executive Vice President

Date: _____
("Effective Date")

COUNTERSIGNED:

Erika Leahy, City Auditor

APPROVED AS TO FORM:

Christopher Diaz, Interim City Attorney

EXHIBIT "A"

SCOPE OF SERVICES AND SCHEDULE OF PERFORMANCE

1.0. SCOPE OF SERVICES. Consultant will perform the Services described in this Exhibit "A," in accordance with the terms of the Agreement. Consultant shall not act as a "dual agent" for any transaction involving the City and shall only represent the City as buyer/lessee or seller/lessor in a transaction and cannot also represent the other party in the same transaction. In the event the Consultant represents the other party in a transaction the City is contemplating entering into, then the City has the full right to select any other real estate broker to provide the services based on pricing and terms solely agreed to by the City.

Task 1: At request of CITY, assist CITY with leasing transactions with CITY as Lessor or Lessee (e.g., lease acquisitions, base lease, renewals, extensions, expansions, subleasing), including but not limited to: needs assessment, market research, proposal solicitation, marketing, document/lease review, and negotiations.

Task 2: At request of CITY, assist CITY with the purchase or sale of real property, including but not limited to:

- Provide analysis and recommendations on certain City-owned properties.
- Identify or confirm encumbrances and/or constraints on properties utilizing official records and geographic information systems.
- Verify zoning and land use requirements including flood map designations, available utilities, and related jurisdiction requirements.
- Complete market comparable and availability analyses.
- Prepare and/or review documents, including but not limited to real estate documents, property documents, and legal notices.
- Assist with marketing and sale of City-owned property according to applicable requirements of the California Government Code.
- Assist CITY with property sale and purchase negotiations, including assistance with due diligence requests.
- Provide status reports at agreed upon frequencies.

Task 3: At request of CITY, provide consulting services related to real estate feasibility and marketing analysis, including but not limited to:

- Provide opinions of value, assist in obtaining real property appraisal and other evaluation services.
- Assist with preparation or review of legal documents such as deeds, easements and associated agreements.
- Participate in property inspections and provide assistance or make recommendations related to suitable property for leasing, acquisition, and/or sale.
- Consult on other miscellaneous real estate matters, as requested.

Reports and Deliverables: Ensure that any reports, and any deliverable to the City be delivered in a manner to ensure non-discrimination and equal access to City services and digital properties such as websites, documents, and applications by persons with a disability under the Americans with Disabilities Act (ADA) and under Section 508 of the Rehabilitation Act of 1973. Successful respondent shall ensure that any deliverable, including but not limited to, reports, documents, videos, multimedia productions, live broadcasts and any and all other web content and information communications technology are fully accessible and in compliance with federal accessibility standards and laws and with City's Web Content Accessibility Standards. Examples of accessibility measures include, but are not limited to, providing closed captions, video, descriptions, and 508 compliant players.

Exclusive Authorization to Sell and Lease Agreement(s): Prior to Consultant receiving any compensation based on a commission amount for Task 1 and 2 assignments CITY and Consultant shall first enter into an appropriate Exclusive Authorization to Sell/Lease Agreement. Exhibit "C" which is attached hereto and incorporated by reference, is the current form of Exclusive Authorization that would be used for such tasks, subject to any changes deemed necessary by the City to ensure the Exclusive Authorization is consistent with the terms of this Agreement, with the understanding by both parties that the terms of the Agreement shall control over any inconsistent terms in the Exclusive Authorization. Any final Exclusive Authorization to Sell/Lease Agreement shall be approved by the City Attorney's Office prior to its execution. Additionally, as noted above, the Exclusive Authorization will be revised from the existing form to match the rates for those specified tasks as set forth in this Agreement and more particularly described in Exhibit "B." Through the Council's authorization of the City Manager's execution of this Agreement, City hereby authorizes the City Manager, or their designee, to execute an Exclusive Authorization to Sell/Lease Agreement. It is within the City's sole discretion to

grant an Exclusive Authorization to Sell/Lease Agreement.

2.0. SCHEDULE OF PERFORMANCE.

2.1. REQUESTS FOR SERVICES. Upon request by City, Consultant will provide the Services described above, beginning on April 1, 2025, and ending on June 30, 2030. The Services will be provided for a variety of individual matters, as required by the City. Upon request by the City's Authorized Representative for Consultant to perform Services for a particular matter, Consultant will provide a written estimate of the time within which Services for the matter will be completed, and the estimated cost for providing the requested Services. Following written authorization from the City's Authorized Representative, Consultant will perform and complete the Services as specified in the written authorization. Consultant is not entitled to payment for any Services performed without a written authorization, or for Services that exceed the scope of a written authorization. For purposes of this Section, the written estimate and written authorization may be provided on paper or in an electronic form.

EXHIBIT "B"**COMPENSATION RATES AND CHARGES****1. COMPENSATION**

Consultant will be compensated as outlined in this Exhibit B, subject to the not-to-exceed limit in Section 2.1 of the Agreement.

- 1.1. Compensation for sale and lease transactions will be based on a percentage of the sale price or total of the lease payments as detailed in Section 1.3 below.
- 1.2. For consulting assignments, Consultant shall be compensated on an hourly basis. The hourly rate for consulting assignments shall be \$275.00. Generally speaking, if Consultant has been compensated hourly on a consulting assignment, and a commission is to be paid by the City for the same assignment, then any commission to be paid shall be reduced by the amount of hourly compensation already received by Consultant from the City.
- 1.3. The following is the breakdown for commission transactions:

- 1.3.1. For the sale of property, a sales commission of 2.5% will be paid to Colliers. Should the transaction require a fee to be paid to an outside broker representing a buyer, the amount of that fee will be set on a case-by-case basis but shall not exceed 2.5%.
- 1.3.2. Should Consultant represent the City in the purchasing of property and provide material assistance, Consultant will request a fee equal to the percentage identified in Section 1.3.1. above to be paid by the Seller. Should the Seller refuse, the City will pay Consultant and the purchase price will reflect the cost to the City at the following sliding scale percentage of the final purchase price as adjusted to reflect any reductions, offsets, deductions or credit backs that are made to the final purchase price ("Purchase Commission Basis"). The applicable percentage shall vary for different portions of the Purchase Commission Basis and will be reduced for higher portions, as shown by the following table:

Purchase Commission Basis	Commission Percentage
For the portion from \$1.00 up to \$2,500,000	2.5%
For the portion from \$2,500,001 up to \$5,000,000	1.5%
For the portion from \$5,000,001 and above	1.0%

- 1.3.3. For the leasing of property owned by the City, a lease commission of 3.0% will be paid to Consultant. The lease commission will be based on the aggregate stream of monthly lease payments to be paid to the City during the stated initial full term of the lease, using the base monthly rent rate as the basis for calculation, without considering or including in the calculation any payments that may be made in any later option periods, renewals or extensions of the lease. Should the transaction require a fee to be paid to an outside broker representing a tenant, the amount of that fee will be set on a case-by-case basis but shall not exceed 3.0%.
- 1.3.4. Should Consultant represent the City in the leasing of property, Consultant will request a fee equal to the percentage identified in Section 1.3.3 above to be paid by the Landlord. Should the Landlord refuse, the City will pay Consultant and the lease rate will reflect the cost to will reflect the cost to the City at the following sliding scale of the aggregate stream of monthly

lease payments to be paid by the City during the stated initial full term of the lease, using the base monthly rent rate as the basis for calculation, without considering or including in the calculation any payments that may be made in any later option periods, renewals or extensions of the lease ("Lease Commission Basis"). The applicable percentage shall vary for different portions of the Lease Commission Basis and will be reduced for higher portions, as shown by the following table:

Lease Commission Basis	Commission Percentage
For the portion from \$1.00 up to \$2,500,000	2.5%
For the portion from \$2,500,001 up to \$5,000,000	1.5%
For the portion from \$5,000,001 and above	1.0%

1.4. There are no reimbursable expenses for this assignment

EXHIBIT "C"

EXCLUSIVE RIGHT AGREEMENT (LEASE AND/OR SALE)

THIS EXCLUSIVE RIGHT AGREEMENT (the "**Agreement**") is entered into on Insert Date (the "**Effective Date**") by and between Colliers Parrish International, Inc., a California Corporation ("**Colliers**") and Insert Client Legal Entity ("**Owner**").

1. **Colliers as Exclusive Selling and Leasing Agent.** Commencing on the Effective Date and continuing through **Insert Termination Date** (the "**Term**") Owner hereby appoints Colliers as sole and exclusive agent granted with the exclusive right to lease (including any lease, assignment, or other occupancy agreement) and/or sell (including any sale, sale/leaseback, net or ground lease or any other non-Lease transfer) all or any portion of the real property commonly known as and located at **Insert Property Address**, as outlined on Exhibit A, attached hereto and made a part hereof, with all improvements now or hereafter made on or to the real property (the "**Property**"). Owner agrees to promptly disclose to Colliers any personal property to be included in the sale and/or lease. Owner authorizes Colliers to insert or correct the legal description over Owner's signature.
2. **Terms.**
 - a. **Terms of Sale.** The offering price of the Property shall be **Insert Desired Sale Price - TBD OK Dollars (\$** **)**, or any other price acceptable to Owner, which shall be payable, at the option of the purchaser, in cash or cash and assumption of any existing assumable loan. Any offer to purchase the Property may contain normal and customary contingencies such as the purchaser's approval of a preliminary title report, survey, soils test, feasibility study and existing leases. The purchaser shall take possession of the Property on the closing date. Other terms include the following:
 - b. **Terms of Lease.** The terms of all leases shall be subject to Owner's approval.
3. **Negotiations and Cooperation.** All communications, inquiries and offers which Owner receives in connection with the Property shall be promptly referred to Colliers and all negotiations shall be conducted solely by Colliers or under its direction. Owner shall cooperate fully with Colliers and shall provide Colliers access to the Property at all reasonable times.
4. **Advertising.** Unless expressly agreed otherwise in writing, Colliers is authorized to publish this listing with an online listing site such as CoStar, MLS, etc., (each, an "**O.L.S**") and otherwise advertise the Property and prepare and/or secure plans of the Property, subject to Owner's approval and at Owner's expense. The cost of brochures and other advertising materials approved by Owner shall be paid by Owner, except that the costs of industry-standard single-page advertising flyers prepared by Colliers shall be paid by Colliers. Colliers shall have the right to place signs advertising the Property for sale or lease on the Property at Colliers' expense. Owner understands and agrees that the information contained in this Agreement or otherwise given to the O.L.S becomes the property of the O.L.S, is not confidential, and will be available to third parties, including prospective purchasers, other members of the O.L.S who do not represent Owner and who may represent prospective purchasers and/or tenants, and other parties granted access to such listing information.
5. **Cooperation with Other Brokers.** Owner understands and agrees that Colliers may, when appropriate, solicit the cooperation of other real estate brokers licensed by the State of California (each, an "**Outside Broker**") and, regardless of whether the Outside Broker is the broker of the purchaser or tenant, Owner, neither or both, Colliers may share any commissions that are received by Colliers under the terms of this Agreement. Colliers shall have no liability or responsibility to such Outside Broker unless and until Colliers receives the Outside Broker's commission. For purposes of this Agreement, any broker or salesperson associated with Colliers other than the Listing Agent(s) (defined below) which procures a prospect shall be treated as an Outside Broker.
6. **Extension.** If during the Term or Pending Period (defined below) of this Agreement, an escrow is opened or negotiations involving the sale, transfer, conveyance, or leasing of the Property have commenced or are continuing, then the Term or Pending Period, as applicable, shall be extended through the earlier of either the termination of such negotiations or the consummation of such transaction.
7. **Commissions.** With respect to a sale of the Property, Owner hereby agrees to pay a commission to Colliers in an amount equal to **Insert Sale Commission Percentage percent (** **%)** of the gross purchase price or other consideration (including without limitation any existing mortgage that is assumed) pursuant to the payment provisions set forth in Section 8 of this

Agreement. With respect to a lease of all or any portion of the Property, Owner hereby agrees to pay a commission or commissions in accordance with the Schedule of Commissions set forth on Exhibit B, attached hereto and made a part hereof. Colliers shall earn a commission upon the occurrence of any of the following events:

- a. During the Term (i) Owner enters into an agreement to lease all or any portion of the Property to a tenant procured by Colliers, Owner, an Outside Broker or any other person or entity; (ii) Colliers, Owner, an Outside Broker or any other person or entity procures a purchaser who is ready, willing and able to purchase the Property on the terms set forth in Section 2 hereof, or on any other terms acceptable to Owner; (iii) Owner enters into any other contract to sell, transfer, convey, or otherwise exchange the Property or any interest therein or grants an option to purchase the Property to any person or entity procured by Colliers, Owner, an Outside Broker or any other person or entity; or (iv) Owner withdraws the Property from the market, makes the Property unmarketable, fails to cooperate with Colliers pursuant to Section 3 of this Agreement, or otherwise prevents Colliers from selling the Property, in which event Owner shall be deemed to have sold the Property for the price set forth in Section 2;
 - b. Owner either (i) enters into an agreement to lease or negotiations commence and lead to execution of a lease of all or any portion of the Property within one hundred eighty (180) days after expiration of the Term (the “**Pending Period**”) to a tenant to whom such lease was submitted by Colliers, Owner, an Outside Broker, or any other person or entity during the Term, or to whom the Property was shown or a proposal for lease was tendered by Colliers, Owner, an Outside Broker, or any other person or entity during the Term, or (ii) Owner enters into any contract to sell, transfer, convey, or otherwise exchange the Property or any interest therein or Owner grants an option to purchase the Property; or negotiations commence and continue leading to the sale or exchange of, or an option to purchase, the Property or any interest therein during the Pending Period to any person or entity to whom Colliers submitted information regarding the availability of the Property for sale or with whom Colliers negotiated or discussed potential terms of such a sale, or any person or entity who submitted to Owner through Colliers a written offer to purchase the Property, and such sale is subsequently closed. The identity of such persons may but need not be conclusively established by mailing a list of such persons or entities to Owner within thirty (30) days after the expiration date of the Term; or
 - c. During the Term, Owner receives notice that an entity having the power of condemnation has condemned or intends to condemn all or a substantial portion of the Property; provided, all or a substantial portion of the Property is thereafter conveyed to or condemned by such entity either during or after the Term.
8. **Payment of Commissions.** Any commission earned pursuant to Section 7 shall be due and payable on or before the earlier of:
- a. if the commission is earned with respect to a sale, transfer, conveyance or exchange of the Property or any interest therein, the commission shall be paid in full in wired, certified, or bank funds from escrow upon the closing of such sale, transfer, conveyance or exchange of the Property or any interest therein;
 - b. if the commission is earned with respect to a lease of all or any portion of the Property, the commission shall be paid as follows: (i) fifty percent (50%) upon the execution of the lease, and (ii) fifty percent (50%) upon the commencement of the term of the lease;
 - c. if the commission is earned with respect to an option to purchase the Property, then **Insert Commission - may be different than above percent** (%) of each option payment on the date such payment is due and a commission calculated as set forth in Section 7 above in full in wired, certified, or bank funds from escrow upon the closing of such sale, transfer, conveyance or exchange described in the option;
 - d. the date upon which Owner first acts or fails to act, which act or omission delays or prevents a closing, sale, lease or exchange of the Property for which Colliers would be entitled to receive a commission;
 - e. the date upon which Owner withdraws the Property from the market, makes the Property unmarketable or fails to cooperate with Colliers pursuant to Section 3 of this Agreement, or otherwise prevents Colliers from selling the Property; or
 - f. the date upon which Owner transfers or contracts to transfer any portion of the Property to any other person or entity, other than by sale, exchange or lease.

Owner agrees that the Property is commercial real estate and that this Agreement may be recorded pursuant to the applicable commercial real estate broker lien laws.

9. **Agency/Dual Agency.** Owner authorizes Colliers to appoint **Insert Name(s) of Broker Team** to act as Owner's listing agent(s) (the "**Listing Agent(s)**"). It is understood and agreed that this Agreement creates an agency relationship with Listing Agent(s) and Colliers only, not with any other salespersons or brokers employed by or associated with Colliers; provided, Owner authorizes Colliers to appoint other salespersons or brokers employed by or associated with Colliers as subagents to act on Owner's behalf as and when needed, at Colliers' sole discretion. Any broker or salesperson other than Listing Agent(s) will not be representing Owner and may represent the purchaser/lessee. Accordingly, for purposes of this Agreement, "Colliers" means Listing Agent(s), including any subagents, and Listing Agent's Broker, Designated Broker or Branch Manager, unless expressly stated otherwise. Owner agrees that if all or any portion of the Property is sold or leased to a purchaser/lessee represented by one of Colliers' salespersons or brokers other than the Listing Agent(s), then Owner consents to Colliers acting as a dual agent. Owner further agrees that if the Property is leased or sold to a purchaser/lessee who Listing Agent(s) also represents, then Owner consents to Listing Agent(s) and Colliers acting as dual agents. Owner understands and agrees that different salespersons or brokers employed by or associated with Colliers may represent different owners in competing transactions involving the same purchaser/lessee. Owner hereby consents to such representation and agrees that it shall not be considered action by Colliers that is adverse or detrimental to the interests of either owner, nor shall it be considered a conflict of interest on the part of Colliers. If Colliers acts as a dual agent, then Colliers shall be entitled to the entire commission payable under this Agreement plus any additional compensation Colliers may have negotiated with the purchaser/lessee. Acceptance of referral fees between salespersons or brokers employed by or associated with Colliers will not be considered an action that is adverse or detrimental on the part of the salespersons or brokers employed by or associated with Colliers or Colliers, nor shall it be considered a conflict of interest by the salespersons, brokers, or Colliers.

Owner acknowledges receipt to the Disclosure Regarding Real Estate Agency Relationship. If applicable, Owner acknowledges receipt of the pamphlet entitled "The Law of Real Estate Agency" and/or any such required materials of the State of California.

10. **Responsibility for Maintenance.** Colliers shall not be responsible for maintenance of the Property or for damages of any kind to the Property or its contents, including, but not limited to, vandalism and theft, unless Colliers caused such damage by its gross negligence. Owner hereby releases and waives all rights, claims and causes of action against Colliers, except claims based on its gross negligence, for damages to the Property or its contents.
11. **Indemnification.** Owner shall defend, indemnify and hold harmless Colliers, its parent, subsidiaries, affiliates, shareholders, officers, managers, directors, employees and agents, from and against any and all claims, lawsuits, harm, costs, demands, settlements, judgments, losses, liabilities, damages and expenses, including, but not limited to, reasonable attorneys' fees, costs and related expenses (collectively, the "Liabilities"), relating to, arising out of or in connection with (a) any sale or lease of the Property pursuant to this Agreement, (b) the use of, or access to, the Property by any person pursuant to this Agreement, (c) Colliers' good faith performance of its obligations under this Agreement. Owner shall not be responsible for indemnification for Liabilities to the extent caused by Colliers' gross negligence or willful misconduct in performing its obligations under this Agreement.

Colliers shall defend, indemnify and hold harmless Owner and its respective officers, directors, shareholders, partners, members, beneficiaries, trustees, managers, employees, and representatives from and against any and all Liabilities brought by a third party to the extent caused by Colliers' gross negligence or willful misconduct in performing its obligations under this Agreement.

In the event of a claim or suit to which either of the foregoing indemnification, defense and hold harmless provisions apply, the indemnified party agrees to the following: (i) to give the indemnifying party prompt written notice of any such claim; (ii) to permit the indemnifying party to defend at its own expense any such claim with counsel of its own choosing, subject to the indemnified party's approval, which approval shall not be unreasonably withheld, conditioned or delayed; (iii) to cooperate with the reasonable requests of the indemnifying party in the defense of any such claim; and (iv) not to settle or compromise any such claim or suit without the indemnifying party's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

12. **Limitation of Liability.** Neither party shall be liable to the other for, and each party hereby waives any and all rights to claim against the other, any special, indirect, incidental, consequential, punitive or exemplary damages in connection with this Agreement, including, but not limited to, lost profits, even if the party has knowledge of the possibility of such

damages; and in no event shall Colliers' liability to Owner for any transaction exceed the fees paid to Colliers in connection with such transaction.

13. **Disclosure; Hazardous Substances.** Owner agrees to promptly disclose to Colliers and any prospective tenant or purchaser all known material defects, if any, of the Property and any knowledge Owner has or may hereafter acquire regarding the production, disposal, storage, or release of any hazardous wastes or other toxic or hazardous substances on or in the Property. Colliers is authorized to disclose all pertinent information regarding the condition of the Property to prospective tenants and purchasers, and Owner shall indemnify and hold harmless Colliers and any Outside Brokers to the same extent set forth in Section 11 of this Agreement in the event Owner fails to make any required disclosure or makes any misrepresentation about the Property or its condition.
14. **Third Party Information Disclaimer.** Any provision of third-party information or related materials to Owner by Colliers is for general informational purposes only. In addition, any information furnished by Colliers is not intended to be tax, legal, investment, or transaction advice. Colliers makes no guarantees, representations or warranties of any kind, express or implied regarding the accuracy, authenticity, completeness, legality, or reliability of any third-party information. Owner and any other interested party should undertake their own inquiries as to the accuracy of the third party information, and acknowledges and agrees that Colliers shall not be liable for any errors, omission or inaccuracies of any third party information provided.

Colliers shall not be held liable for any statutory disclosures, including but not limited to, California Assembly Bill 1103 and California Civil Code §1938, codified Senate Bill 1186, for which Owner is responsible for providing, or failed to provide, its prospective purchaser(s) and/or prospective tenant(s) of the Property.
15. **No Discrimination.** Owner hereby acknowledges that it is illegal to refuse to display, sell or lease the Property to any person because of race, color, religion, national origin, sex, marital status, age or physical disability.
16. **Owner's Warranty; Sale of Building.** Owner warrants that Owner has full authority to execute this Agreement and to sell, lease or exchange the Property, and that all information concerning the Property provided by Owner to Colliers is accurate. The person(s) executing this Agreement on behalf of Owner warrant(s) that such person(s) have full authority to do so and in so doing to bind Owner. Owner confirms that following closing or lease of the Property, the amount of the purchase price or rent and any other terms of the sale/lease of the Property shall not be deemed confidential information and Owner authorizes disclosure of the same. In the event Owner shall sell or transfer its interest in the Property after entering into a lease, all earned but unpaid lease commission(s), including any future installments thereof, shall be accelerated and paid upon the date of conveyance of title. Further, Owner agrees to include as a condition of the sale or transfer that this Agreement shall remain in full force and effect and, that the purchaser or transferee shall assume Owner's obligations hereunder and Owner shall provide a copy of the assumption agreement to Colliers at closing.
17. **Attorneys' Fees.** In the event of a dispute between the parties to enforce a right or rights provided by or arising out of this Agreement, the non-prevailing party shall pay to the prevailing party reasonable attorneys' fees and other costs and expenses of enforcement proceedings. The "prevailing party" shall be the party receiving a net affirmative award or judgment.
18. **Amendments.** No provision of this Agreement may be waived, modified, amended, discharged or terminated, except by an instrument signed by the party against whom the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.
19. **Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and/or permitted assigns; provided, however, that neither party may assign this Agreement without the prior written consent of the other party. Colliers may assign this Agreement to a related party in whole or in part without the consent of Owner, but Colliers shall provide notice to Owner of any such assignment.
20. **Notice.** Any notices or other communications contemplated or required under this Agreement, in order to be valid, shall be in writing and shall be given via personal delivery or via a nationally recognized courier at the addresses set forth beneath the parties' signatures below. If to Colliers, with a copy to Colliers International, 1114 Avenue of the Americas, New York, New York 10036, Attn: Legal Department.

21. **Entire Agreement.** This Agreement embodies and constitutes the entire understanding between the parties with respect to the transaction contemplated herein, and all prior agreements, understandings, representations and statements, verbal or written, are superseded by this Agreement.
22. **Severability.** The terms of this Agreement shall be deemed severable so that if any term should be found illegal or unenforceable, the remaining terms shall nevertheless continue in full force and effect.
23. **Counterparts.** This Agreement may be executed in one or more counterparts, all of which, taken together, shall constitute the entire Agreement. Facsimile and PDF signatures shall have the same validity and effect as original signatures.
24. **Negotiation and Construction.** This Agreement and each of the terms and provisions hereof have been negotiated between the parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either party, and each party has sought and obtained independent legal advice from counsel of his or her own selection, and that having had such advice and with such knowledge, the parties clearly understand and assent to all the provisions hereof and each of them is signing this Agreement freely and voluntarily.
25. **Governing Law.** This Agreement is entered into and shall be governed and construed in accordance with the laws of the State of California and all proceedings hereunder shall occur in Insert County County, California. Each party hereby consents and irrevocably submits to the exclusive personal jurisdiction of the state or federal court of competent jurisdiction located in Insert County County in the State of California, and each party waives any objection to the convenience of each such venue. **THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION AT LAW OR IN EQUITY IN ANY OTHER PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.**

[Signatures on the following page]

IN WITNESS WHEREOF, the parties hereto have reviewed and executed this Agreement and it is effective as of the Effective Date.

Owner: Insert Client Legal Entity

Colliers: Colliers Parrish International, Inc.,
a California Corporation
License No: 00490878

By: _____
Name:
Its:
Date:
Address:
City, State, ZIP:

By: _____
Name: Scott Ellis
Its: Executive Managing Director
Date:
Address: 380 Chadbourne Road, Suite D
City, State, ZIP: Fairfield, CA 94534

By: _____
Name: Insert Broker Name Here
Its:
Date:

**EXHIBIT A
LEGAL DESCRIPTION**

Insert Description of Property - include complete property address, suite/unit where applicable, and space size

EXHIBIT B
SCHEDULE OF LEASE COMMISSIONS COMMERCIAL/INDUSTRIAL PROPERTIES

This Schedule of Lease Commissions for Commercial/Industrial Properties (“**Schedule**”) supplements the Exclusive Right Agreement (Lease and/or Sale) (“**Agreement**”), entered into on Insert Date, by and between, Colliers Parrish International, Inc., a California Corporation (“**Colliers**”) and Insert Client Legal Entity (“**Owner**”).

1. **Rates:** Commissions shall be calculated at the following rates:

GROSS LEASE	NET LEASE
6% of total rental for the first 12 months	7% of total rental for the first 12 months
6% of total rental for the second 12 months	7% of total rental for the second 12 months
6% of total rental for the third 12 months	6% of total rental for the third 12 months
4% of total rental for the fourth 12 months	5% of total rental for the fourth 12 months
4% of total rental for the fifth 12 months	5% of total rental for the fifth 12 months
3% of total rental for the next 60 months	4% of total rental for the next 60 months
2% of total rental for the balance of the term	3% of total rental for the balance of the term

* Owner acknowledges that Broker is an international real estate firm who may represent existing or prospective tenants. In this case, Broker shall be treated as the Outside Broker for the payment of commissions. In the event a Listing Agent (as defined in the Agreement) exclusively represents a tenant in the market (as evidence by an exclusive representation document), then in such case, the commission paid will be as if there is an Outside Broker, including any market incentives.

2. **Computation of Commissions:** “**Total rental**” shall mean the aggregate of all rental required by the terms of the lease, excluding, however, any sums payable pursuant to escalation provisions for increases in taxes, operating costs and cost of living. If Owner agrees to any rental concession abating rent for one or more months at the commencement of the lease term, then, for the purposes of computing the commission, the first five (5) years of the lease term shall be deemed to be the five (5) calendar years commencing on the first day of the first full month for which rent is payable.

Full service gross rental shall include base rent, utilities, base year property taxes, insurance, common area maintenance and janitorial service. Modified gross or net leases, as applicable, will be grossed up using owner’s reasonable estimates to equal the full-service gross rental.

3. **Time of Payment:** One-half of the commission shall be paid upon execution and delivery of the lease by and between Owner and a tenant, and the balance shall be paid upon commencement of the term of the lease. Commissions not paid when due shall bear interest from the due date at the rate of six percent (6%) per annum, but in no event at a rate greater than permitted by law. This provision shall not give any party the right to delay or extend the time for payment of commissions.
4. **Options to Renew, Extend or Take Additional Space:** If a lease for which Colliers is paid a commission is renewed or extended, or if a tenant of such lease rents additional space pursuant to an option or right set forth in such lease, then Owner shall pay to Colliers an additional commission at the rates stated above based upon the total rental for the renewal or extension term, or for the additional space, as the case may be. Such additional commission shall be paid at the time of such renewal or extension, or at the time of the exercise of such option or right, as the case may be. If a tenant rents additional space from Owner within the first year of the term of a lease, whether or not such lease includes an option to rent such additional space, Owner shall pay to Colliers a commission at the rates stated above and computed in accordance with this Schedule.
5. **Sale or Exchange:** In the event Owner sells or exchanges, or enters into any contract to sell or exchange, the Property and/or the real property on which the Property is located (collectively, the “Property”), or any interest therein, or an option to purchase the Property (a) during the Term, or (b) during the one hundred eighty (180) days after the Term, where the transferee is a party with whom Colliers negotiated on Owner’s behalf with respect to a sale or lease of the Property during the Term, Owner shall pay to Colliers a commission in the amount of five percent (5%) of the gross sales price. The commission earned pursuant to this section shall be paid to Colliers in wires, certified, or bank funds from escrow at closing.

6. **Cancellation Clauses:** Where a lease provides that a tenant has, or Owner and tenant each have, the right to cancel a lease after commencement of the lease term but prior to the expiration date set forth therein, then, at the time(s) set forth in paragraph 3 above, Owner shall pay to Colliers a commission which is computed by multiplying the rates set forth in paragraph 1 above by the sum of the total rental for the portion of the term which may not be cancelled plus the amount of any cancellation penalty or fee to be paid by the tenant in the event the lease is cancelled. If the lease is not cancelled, is waived, or if the right of cancellation is exercised by Owner only, Owner shall pay to Colliers an additional commission computed by multiplying the rates set forth in paragraph 1 above by the total rental for the balance of the term stated in the lease, less the cancellation penalty or fee. The additional commission so computed shall be paid at the time the right of cancellation lapses, is waived or is exercised, as the case may be. If the cancellation is made by mutual agreement and not pursuant to any provision contained in the lease, or if the right of cancellation is contingent on Owner's acts or failure to act, or is otherwise within Owner's control, Owner shall pay to Colliers a commission based upon the entire term stated in the lease without regard to a right of cancellation.

A lease shall not be deemed to be cancelled within the meaning of this paragraph unless the tenant vacates the leased premises. If the lease is cancelled and the tenant remains in possession of the leased premises under a new agreement, either oral or written, and if Colliers participates in negotiations of such new agreement, then Owner shall pay to Colliers a commission calculated in the manner set forth in this Schedule.

7. **Definitions:** The term "lease" as used in this Schedule shall include all subleases. The terms "Owner" and "tenant" shall include subsidiaries, affiliates, assigns and nominees of such persons or entities.



Please note that the terms “Seller” and “Buyer” are defined by the CA Civil Code to include a lessor and lessee, respectively.

If you are the Listing Agent – you must deliver the form to the seller/lessor in the Representation Agreement. You must also deliver the form to the buyer/lessee once the Letter of Intent is prepared, or where a legitimate interest/intent to be bound is shown (e.g. no outstanding negotiations).

If you are the Buyer’s Agent- you must deliver the form to the buyer/lessee in the Representation Agreement. In addition, you must deliver the form to the seller/lessor once the Letter of Intent is prepared, or where a legitimate interest/intent to be bound is shown (e.g. no outstanding negotiations).

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP
(As required by the Civil Code)

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer. In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
- (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered. The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on the reverse hereof. Read it carefully.

Colliers Parrish International, Inc., a California Corporation
License No. 00490878

Insert Client Legal Entity

Authorized Signature (date)
 Scott Ellis | Executive Managing Director
Printed Name & Title

Seller/Lessor Signature (date)
Insert Signee's Name
Seller/Lessor Printed Name

Seller/Lessor Signature (date)
Seller/Lessor Printed Name

2079.13. As used in Sections 2079.14 to 2079.24, inclusive, the following terms have the following meanings:

- (a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained.
- (b) "Associate licensee" means a person who is licensed as a real estate broker or salesperson under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code and who is either licensed under a broker or has entered into a written contract with a broker to act as the broker's agent in connection with acts requiring a real estate license and to function under the broker's supervision in the capacity of an associate licensee. The agent in the real property transaction bears responsibility for his or her associate licensees who perform as agents of the agent. When an associate licensee owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the associate licensee functions.
- (c) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee.
- (d) "Commercial real property" means all real property in the state, except single-family residential real property, dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, mobilehomes, as defined in Section 798.3, or recreational vehicles, as defined in Section 799.29.
- (e) "Dual agent" means an agent acting, either directly or through an associate licensee, as agent for both the seller and the buyer in a real property transaction.
- (f) "Listing agreement" means a contract between an owner of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer.
- (g) "Listing agent" means a person who has obtained a listing of real property to act as an agent for compensation.
- (h) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the listing agent.
- (i) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property.
- (j) "Offer to purchase" means a written contract executed by a buyer acting through a selling agent that becomes the contract for the sale of the real property upon acceptance by the seller.
- (k) "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property that constitutes or is improved with one to four dwelling units, any commercial real property, any leasehold in these types of property exceeding one year's duration, and mobilehomes, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code.
- (l) "Real property transaction" means a transaction for the sale of real property in which an agent is property that are not known to, or within the diligent attention and observation of, the employed by one or more of the principals to act in that transaction, and includes a listing or an offer to purchase.
- (m) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer, and includes exchanges of real property 95 Ch. 200 — 2 —between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration.
- (n) "Seller" means the transferor in a real property transaction, and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor.
- (o) "Selling agent" means a listing agent who acts alone, or an agent who acts in cooperation with a listing agent, and who sells or finds and obtains a buyer for the real property, or an agent who locates property for a buyer or who finds a buyer for a property for which no listing exists and presents an offer to purchase to the seller.
- (p) "Subagent" means a person to whom an agent delegates agency powers as provided in Article 5 (commencing with Section 2349) of Chapter 1 of Title 9. However, "subagent" does not include an associate licensee who is acting under the supervision of an agent in a real property transaction.

2079.14. Listing agents and selling agents shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and, except as provided in subdivision (c), shall obtain a signed acknowledgment of receipt from that seller or buyer, except as provided in this section or Section 2079.15, as follows:

- (a) The listing agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement.
- (b) The selling agent shall provide the disclosure form to the seller as soon as practicable prior to presenting the seller with an offer to purchase, unless the selling agent previously provided the seller with a copy of the disclosure form pursuant to subdivision (a).
- (c) Where the selling agent does not deal on a face-to-face basis with the seller, the disclosure form prepared by the selling agent may be furnished to the seller (and acknowledgment of receipt obtained for the selling agent from the seller) by the listing agent, or the selling agent may deliver the disclosure form by certified mail addressed to the seller at his or her last known address, in which case no signed acknowledgment of receipt is required.
- (d) The selling agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase, except that if the offer to purchase is not prepared by the selling agent, the selling agent shall present the disclosure form to the buyer not later than the next business day after the selling agent receives the offer to purchase from the buyer.

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent, or an associate licensee acting for an agent, shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16. The disclosure form required by Section 2079.14 shall have Sections 2079.13 to 2079.24, inclusive, excluding this section, printed on the back, and on the front of the disclosure form the following shall appear:

DISCLOSURE REGARDING
REAL ESTATE AGENCY RELATIONSHIP
(As required by the Civil Code)

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer:

A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
- (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction.

This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on the reverse hereof. Read it carefully.

SAMPLE ONLY- DO NOT COMPLETE

Agent	(date)	Buyer/Seller	(date)
		(Signature)	
Associate Licensee	(date)	Buyer/Seller	(date)
(Signature)		(Signature)	

2079.17. (a) As soon as practicable, the selling agent shall disclose to the buyer and seller whether the selling agent is acting in the real property transaction exclusively as the buyer's agent, exclusively as the seller's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the selling agent prior to or coincident with execution of that contract by the buyer and the seller, respectively.

(b) As soon as practicable, the listing agent shall disclose to the seller whether the listing agent is acting in the real property transaction exclusively as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the listing agent prior to or coincident with the execution of that contract by the seller.

(c) The confirmation required by subdivisions (a) and (b) shall be in the following form:

SAMPLE ONLY- DO NOT COMPLETE

_____ is the agent of

- (Name of Listing Agent)
(check one):
 the seller exclusively; or
 both the buyer and seller.

_____ is the agent of

- (Name of Selling Agent if not the same as the Listing Agent)
(check one):
 the buyer exclusively; or
 the seller exclusively; or
 both the buyer and seller.

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14.

2079.18. No selling agent in a real property transaction may act as an agent for the buyer only, when the selling agent is also acting as the listing agent in the transaction.

2079.19. The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20. Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21. A dual agent shall not disclose to the buyer that the seller is willing to sell the property at a price less than the listing price, without the express written consent of the seller. A dual agent shall not disclose to the seller that the buyer is willing to pay a price greater than the offering price, without the express written consent of the buyer.

agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller:

A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Seller.

To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.

(b) A duty of honest and fair dealing and good faith.

(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the parties.

This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22. Nothing in this article precludes a listing agent from also being a selling agent, and the combination of these functions in one agent does not, of itself, make that agent a dual agent.

2079.23. A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

2079.24. Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.