

MASTER SERVICES AGREEMENT FOR PROFESSIONAL REAL ESTATE SERVICES BETWEEN ELITE REALTY AND CITY OF CHIPLEY, FLORIDA

I. Preamble

This Master Services Agreement (the "Agreement") is made and entered into by and between Elite Realty, a company duly organized and existing under the laws of the State of Florida, with its principal place of business located in Chipley, Florida (hereinafter referred to as the "Service Provider"), and the City of Chipley, Florida, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter referred to as the "Client"), collectively referred to as the "Parties" and individually as a "Party".

This Agreement is entered into pursuant to Service Provider's response to Client's Request for Qualifications No. 28-003 ("RFQ"), which are incorporated herein by reference. The Parties wish to establish a general agreement governing the provision of services by the Service Provider to the Client. This Agreement sets forth the terms and conditions under which the Service Provider will provide services to the Client.

II. Definitions

For the purposes of this Agreement, the following terms shall have the meanings set forth below:

- **"Agreement"** means the Master Services Agreement.
- **"Service Provider"** means Elite Realty.
- **"Client"** means the City of Chipley, Florida.
- **"Parties"** means Elite Realty and City of Chipley, Florida collectively.
- **"Party"** means either Elite Realty or City of Chipley, Florida individually.

III. Appointment and Scope of Work

The Client hereby appoints the Service Provider, and the Service Provider hereby accepts such appointment, to perform certain services as may be agreed upon by the Parties from time to time. The specific services to be provided under this Agreement (the "Services") shall be described in detail in Task Work Orders, which shall be mutually agreed upon by the Parties in writing and incorporated herein by reference. Each Task Work Order shall specify the scope of work, the fees for such Services, and any other relevant terms and conditions. It is understood that the Task Work Orders may incorporate elements from the FAR/BAR Exclusive Listing Agreement, in part or in whole, as applicable and as agreed upon by the Parties.

IV. Order of Precedence

In the event of any conflict or inconsistency between the terms of this Agreement and any Task Work Order, the terms of this Agreement shall control unless specifically stated otherwise in the Task Work Order. The Parties acknowledge that Task Work Orders are intended to supplement, not supersede, the terms and conditions set forth in this Agreement.

Nothing in this Agreement shall be construed to create an exclusive relationship between the Client and the Service Provider. In accordance with applicable state law and local ordinance, Client is free to engage other service providers for services similar to or different from the Services provided hereunder, and the Service Provider is free to offer and provide services to other clients, provided that such activities do not materially interfere with the Service Provider's obligations under this Agreement.

V. Independent Contractor Status

Service Provider is an independent contractor and not an employee, agent, partner, or joint venturer of Client. Service Provider shall have no authority to bind Client in any manner, and Client shall not be responsible for Service Provider's acts or omissions. Service Provider acknowledges that it will not be entitled to any employee benefits from Client.

VI. Term and Termination

This Agreement shall commence on July 9, 2025 and shall continue in full force and effect until terminated as provided herein. The initial term of this Agreement shall be for a period of one (1) year from the Effective Date ("Initial Term"). Unless either Party provides written notice of its intention not to renew at least thirty (30) days prior to the end of the Initial Term or any subsequent renewal term, this Agreement shall automatically renew for successive one (1) year terms ("Renewal Term(s)").

Either Party may terminate this Agreement upon providing the other Party with written notice of termination in the following circumstances:

1. By the Service Provider, if the Client fails to make any payment due under this Agreement and such failure continues for a period of thirty (30) days after written notice of such failure;
2. By the Client, if the Service Provider fails to perform any of its material obligations under this Agreement and such failure continues for a period of thirty (30) days after written notice of such failure;
3. By either Party, immediately upon giving written notice to the other Party, if the other Party becomes insolvent, files for bankruptcy, or is otherwise unable to pay its debts as they become due;

4. By mutual agreement of the Parties.

Upon termination of this Agreement for any reason, the Service Provider shall be entitled to payment for all Services performed up to the date of termination, subject to the terms and conditions of this Agreement. Any provisions of this Agreement that, by their nature, should survive termination will remain in effect after termination, including, but not limited to, confidentiality obligations, indemnification obligations, and dispute resolution procedures.

a. Task Work Order Termination

Individual Task Work Orders may be terminated independently without affecting this Master Services Agreement or other Task Work Orders. Either Party may terminate an individual Task Work Order by providing five (5) days written notice to the other Party, specifying the Task Work Order to be terminated and the effective date of termination.

Upon termination of an individual Task Work Order, the Service Provider shall not be entitled to any payment for Services performed under that Task Work Order, including any work in progress, unless explicitly provided for in the applicable Task Work Order. Where payment upon termination is specifically agreed to in the Task Work Order, the Client shall pay all undisputed amounts due within thirty (30) days of receiving the final invoice for the terminated Task Work Order.

The termination of an individual Task Work Order shall not affect the validity or enforceability of this Master Services Agreement or any other Task Work Orders that remain in effect between the Parties. All obligations, rights, and responsibilities under this Master Services Agreement and any other active Task Work Orders shall continue in full force and effect.

For clarity, termination of this Master Services Agreement shall automatically terminate all active Task Work Orders, while termination of individual Task Work Orders shall not affect the continued validity of this Master Services Agreement or other Task Work Orders.

VII. Compensation and Payment Terms

The Client agrees to compensate the Service Provider for the Services rendered in accordance with the terms set forth in the individual Task Work Orders. Each Task Work Order will specify the fees for the Services to be provided.

Payment from the Client to the Service Provider shall be due within thirty (30) days of the Client receiving a detailed invoice from the Service Provider. The invoice shall include a breakdown of the fees for the Services rendered, along with any other charges agreed upon in the respective Task Work Order. Late payments by the Client will incur a late fee of 1.5% per month on the unpaid balance or the maximum rate permitted by law, whichever is less.

In the event of a dispute concerning the invoice or the quality of the Services provided, the Client must notify the Service Provider in writing within fifteen (15) days of receipt of the invoice, detailing the nature of the dispute. Failure to notify the Service Provider within this timeframe will result in the invoice being deemed accepted by the Client.

All payments hereunder shall be made in United States dollars and shall be free and clear of, and without deduction for, any and all taxes, levies, imposts, duties, charges, fees, deductions, withholdings, compulsory loans, and restrictions or conditions of any nature.

VIII. Confidentiality

During the term of this Agreement and thereafter, each Party agrees to hold in strict confidence, and not to use, except as required to perform its obligations under this Agreement, or disclose to any third party any Confidential Information of the other Party without the prior written consent of the other Party. "Confidential Information" means all non-public information disclosed by a Party ("Disclosing Party") to the other Party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes, but is not limited to, information relating to the Disclosing Party's business and current or future products or technology, sales, customers, software, developments, inventions, processes, designs, drawings, engineering, marketing plans, financial information, and business strategies. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

Upon termination or expiration of this Agreement, the Receiving Party shall promptly return to the Disclosing Party or destroy all copies of Confidential Information received under this Agreement, at the Disclosing Party's option.

IX. Compliance with Laws

The Service Provider agrees to comply with all federal, state, and local laws, ordinances, regulations, and codes that are applicable to the performance of the Services under this Agreement, including but not limited to Florida Real Estate License Law (Chapter 475, Florida Statutes) and associated regulations, including but not limited to those relating to environmental protection, labor, employment, and anti-discrimination. The Service Provider

shall also obtain all necessary permits, licenses, and approvals required for the performance of the Services. The Service Provider shall promptly notify the Client of any changes in laws, regulations, or ordinances that may affect the Services provided under this Agreement.

The Client agrees to comply with all applicable laws and regulations in its use of the Services and in its activities under this Agreement. The Client shall not request the Service Provider to undertake any action or provide Services in a manner that would cause the Service Provider to be in violation of any applicable laws, regulations, or ethical standards.

Both Parties agree to provide reasonable assistance to each other in complying with applicable legal requirements. In the event of any conflict between the provisions of this Agreement and any applicable legal requirement, the Parties shall negotiate in good faith to amend the Agreement as necessary to comply with the law, while endeavoring to preserve the original intent of the Parties as closely as possible.

Failure by either Party to comply with this clause may constitute a material breach of this Agreement, entitling the other Party to terminate the Agreement upon written notice to the non-compliant Party.

X. Insurance and Indemnification

1. Insurance:

The Service Provider shall, at its own expense, maintain during the term of this Agreement and any extensions thereof, the following insurance coverage with insurance companies acceptable to the Client:

a. Commercial General Liability Insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, covering bodily injury, property damage, and personal and advertising injury.

b. Workers' Compensation Insurance, as required by the laws of the State of Florida, with limits of not less than \$1,000,000 per accident for bodily injury or disease.

c. Professional Liability Insurance with limits of not less than \$500,000 per claim and \$1,000,000 aggregate.

d. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services provided under this Agreement, with a minimum combined single limit of \$500,000 per accident.

The Service Provider shall provide the Client with certificates of insurance evidencing the required coverage and shall include the Client as an additional insured on the Commercial

General Liability and Automobile Liability policies. The insurance certificates shall contain a provision that coverage afforded under the policies will not be canceled or modified until at least thirty (30) days' prior written notice has been given to the Client.

2. Indemnification:

The Service Provider shall indemnify, defend, and hold harmless the Client, its officers, directors, employees, agents, and successors from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to the performance of the Services under this Agreement, except to the extent caused by the negligence or willful misconduct of the Client.

This indemnification obligation shall survive the termination or expiration of this Agreement.

XI. Indemnification

The Service Provider shall indemnify, defend, and hold harmless the Client, its officers, directors, employees, agents, and successors from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to the performance of the Services under this Agreement, except to the extent caused by the negligence or willful misconduct of the Client.

This indemnification obligation shall survive the termination or expiration of this Agreement.

XII. Limitation of Liability

Notwithstanding any other provision in this Agreement, neither Party shall be liable to the other Party for any indirect, special, incidental, consequential, or punitive damages, including but not limited to loss of profits, revenue, or data, arising out of or in connection with the performance of its obligations under this Agreement, whether such liability arises from any claim based upon contract, warranty, tort (including negligence), product liability or otherwise, and whether or not the Party has been advised of the possibility of such loss or damage.

However, this limitation of liability shall not apply to:

1. Any obligations of the Parties under the Confidential Information provisions of this Agreement;
2. Liability for gross negligence or willful misconduct;
3. Any liability which cannot be excluded or limited under applicable law.

The Parties agree that this limitation of liability is a fair and reasonable allocation of risk between the Parties and is an essential element of the basis of the bargain between the Parties.

XIII. Public Records.

IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

Name: Sherry Snell, City Clerk

Phone: (850) 638-6350

Email Address: ssnell@cityofchipley.com

Mailing Address: Post Office Box 1007
Chipley, Florida 32428

Provider shall comply with the Florida Public Records laws. In particular, the Provider shall, unless waived in writing by the City:

Keep and maintain public records required by the City to perform the service.

Upon request from the City’s custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Provider does not transfer the records to the City.

Upon completion of performance under the Agreement, transfer, at no cost, to the City all public records in possession of the Provider or keep and maintain public records required by the City to perform the service. If the Provider transfers all public records to the City upon completion of the contract, the Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Provider keeps and maintains public records upon completion of the contract, the Provider shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the City, upon the request from the City’s custodian of public records, in a format that is compatible with the City’s information technology systems.

The City and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Provider with the terms, conditions, obligations, limitations, restrictions and requirements of the Agreement and such right shall extend for a period of three (3) years after any termination of the Agreement.

Failure to provide the public records to the public agency within a reasonable time may subject the Provider to penalties under s. 119.10 and s. 119.0701(4), Florida Statutes.

XIV. Intellectual Property

Ownership of Work Product. All work product, deliverables, reports, analyses, recommendations, documents, data, materials, and other intellectual property created, developed, or produced by the Service Provider in the course of performing the Services under this Agreement ("Work Product") shall be deemed "work made for hire" under the United States Copyright Act and shall be owned exclusively by the Client. To the extent that any Work Product is not deemed "work made for hire," the Service Provider hereby assigns, transfers, and conveys to the Client all right, title, and interest in and to such Work Product, including all intellectual property rights therein.

Pre-Existing Intellectual Property. Each Party shall retain ownership of all intellectual property, proprietary information, trade secrets, know-how, and other materials that existed prior to the commencement of this Agreement or that are developed independently outside the scope of the Services ("Pre-Existing IP"). The Service Provider grants to the Client a non-exclusive, royalty-free license to use any Pre-Existing IP of the Service Provider that is incorporated into or necessary for the Client's use of the Work Product.

Derivative Works and Improvements. Any derivative works, modifications, enhancements, or improvements to Pre-Existing IP that are created during the performance of the Services shall be owned by the Party that owns the underlying Pre-Existing IP, subject to the license granted above. Any derivative works, modifications, enhancements, or improvements that combine Pre-Existing IP of both Parties shall be jointly owned by the Parties.

Third-Party Materials. The Service Provider represents and warrants that any third-party materials, software, or intellectual property incorporated into the Work Product are properly licensed for such use and that the Client's use of the Work Product will not infringe upon the intellectual property rights of any third party.

Cooperation in Protection. The Service Provider agrees to cooperate with the Client in obtaining and maintaining intellectual property protection for the Work Product, including executing any documents necessary to perfect the Client's ownership rights or to obtain patent, trademark, or copyright protection.

XV. Dispute Resolution

In the event of any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, enforcement, interpretation, or validity thereof (a "Dispute"), the Parties shall first attempt to resolve the Dispute through good faith negotiation within thirty (30) days of the Party receiving notice of the Dispute. If the Dispute cannot be resolved through negotiation, the Parties agree to submit the Dispute to mediation. If mediation is unsuccessful, either Party may pursue any remedies available to it under law or equity in a court of competent jurisdiction.

The place of mediation shall be Chipley, Florida. The mediation shall be conducted in the English language. Each Party shall bear its own costs and expenses and an equal share of the mediator's fees.

Notwithstanding the foregoing, either Party may seek from a court of competent jurisdiction in Chipley, Florida any interim or provisional relief that is necessary to protect the rights or property of that Party.

Nothing in this clause shall be construed to preclude any Party from seeking injunctive relief or other equitable remedies in any court of competent jurisdiction to protect its intellectual property or Confidential Information.

XVI. Entire Agreement

This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all previous agreements, understandings, and negotiations, whether written or oral, between the Parties. No amendment, change, or modification of this Agreement shall be valid unless in writing and signed by both Parties. This Agreement may not be amended or modified by any oral agreement. By entering into this Agreement, the Parties acknowledge that they have not relied on any representation, warranty, or agreement of the other Party or of any other person on behalf of the other Party, except for those expressly contained in this Agreement.

XVII. Amendment and Waiver

This Agreement may be amended, modified, or supplemented only by a written instrument signed by both Parties. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any future instances, nor shall it be construed as a waiver of any other provision.

Notwithstanding the foregoing, either Party may, by giving written notice to the other, waive any of the conditions of this Agreement intended for its benefit, provided that such waiver

shall not affect the rights of the waiving Party under this Agreement unless such Party expressly states otherwise in the written notice of waiver.

XVIII. Notices

All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given, made, and received only upon the following:

1. When delivered personally to the recipient's address as appearing in the introductory clause of this Agreement;
2. One business day after being sent to the recipient's address as appearing in the introductory clause of this Agreement by reputable overnight courier service (charges prepaid);
3. Three business days after being mailed to the recipient's address as appearing in the introductory clause of this Agreement by United States certified or registered mail, return receipt requested, postage prepaid; or
4. When sent by email to the recipient's email address as specified in this Agreement or as subsequently modified by written notice, provided that the sender does not receive an electronic notification indicating that the email was not delivered.

Any Party may change its address for notices under this Agreement by giving the other Party notice of such change in accordance with the provisions of this section.

- a. The name and address of City's Agent for this Agreement is:

Name Patrice A. Tanner, City Administrator
(850) 638-6350

Phone Number
ptanner@cityofchipley.com

Email Address
Post Office Box 1007

Mailing Address
Chipley, Florida 32428

Mailing Address

- b. The name and address of Elite Realty's Agent for this Agreement is:

Name

Phone Number

Email Address

Mailing Address

Mailing Address

If different representatives or addresses are designated by either Party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other Party to this Agreement. Such change shall not require a formal amendment of the Agreement.

XIX. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any legal action related to this Agreement shall be in Washington County, Florida, in accordance with Section 47.011, Florida Statutes. Each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

XX. Assignment

This Agreement may not be assigned by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed. Any attempted assignment in violation of this section shall be null and void.

For the purposes of this clause, an "affiliate" is defined as any entity that directly or indirectly controls, is controlled by, or is under common control with the Service Provider.

XXI. Severability

If any provision of this Agreement, or the application thereof to any person or circumstance, is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable to any extent, such provision shall be deemed severed from this Agreement, but such determination shall not affect the validity, legality, or enforceability of the remaining provisions of this Agreement or the application of such provision to other persons or circumstances, which remaining provisions shall continue in full force and effect as if this Agreement had been executed with the invalid, illegal, or unenforceable provision eliminated. The Parties hereby agree to substitute for any invalid, illegal, or unenforceable provision a valid, legal, and enforceable provision that most closely approximates the intent and economic effect of the invalid, illegal, or unenforceable provision.

XXII. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Agreement, delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

XXIII. Force Majeure

Neither Party shall be liable for any failure to perform its obligations under this Agreement if such failure is caused by the occurrence of any unforeseen event beyond its reasonable control, including but not limited to acts of God, natural disasters, wars, insurrections, terrorist acts, riots, civil disturbances, strikes, lockouts, or other labor disputes, fires, explosions, laws, regulations, governmental actions, or any other cause beyond the reasonable control of the Party affected ("Force Majeure Event").

Upon occurrence of any Force Majeure Event, the affected Party shall notify the other Party in writing within ten (10) business days, providing details of the Force Majeure Event and its expected duration. The affected Party shall use all reasonable efforts to mitigate the effects of the Force Majeure Event and to continue to perform its obligations under the Agreement to the extent possible.

If the Force Majeure Event persists for more than sixty (60) days, either Party may terminate this Agreement upon written notice to the other Party. Such termination shall be without prejudice to the rights and obligations of the Parties accrued prior to the date of termination.

Notwithstanding the foregoing, the obligation to make payments under this Agreement shall not be suspended by the occurrence of a Force Majeure Event.

XXIV. Signatures

Elite Realty

City of Chipley, Florida

By: _____

By: _____

Print Name: _____

Hon. Tracy L. Andrews, Mayor

Its: _____

Date: _____

Date: _____

Witness: _____

Attest: _____

Print Name: _____

Sherry Snell, City Clerk