



REAL ESTATE BROKER SERVICES AGREEMENT
Agreement for real estate services for the City of Deadwood

AGREEMENT

This Real Estate Broker Services Agreement ("Agreement") is entered into by and between the City of Deadwood, South Dakota ("City"), and Real Properties of Lead-Deadwood, with Mike Perceovich serving as Owner/Broker ("Broker"). The City desires to retain Broker to provide professional real estate brokerage services in connection with the sale, purchase, negotiation, marketing, and closing of real property transactions as authorized by the City.

APPOINTMENT AND RELATIONSHIP OF PARTIES

The City appoints Broker to provide real estate brokerage services as requested by the City from time to time during the term of this Agreement. Broker shall act as an independent contractor and not as an employee, officer, or agent of the City except to the limited extent expressly authorized in writing for a specific real property transaction.

SCOPE OF SERVICES

Broker shall provide professional real estate brokerage services for the City, its departments, and its commissions as requested and authorized by the City. Services may include, but are not limited to, the following:

1. Develop strategies for the sale or purchase of identified properties, as appropriate.
2. To perform all acts permitted by SDCL 6-13-5.2 in selling city property if required by the City under that statute.
3. Review offers submitted by prospective buyers or sellers and advise the City with respect to negotiations.
4. Represent the City in negotiations with prospective buyers or sellers from the initial offer through closing.
5. Coordinate the closing of real estate transactions.
6. Perform all other customary activities and services associated with real estate transactions on behalf of the City.

COMPENSATION

Broker shall be compensated only upon successful closing of an authorized real property transaction, unless otherwise approved in writing by the City. The applicable brokerage fee shall be calculated as follows:

1. If Broker represents the City in selling real property, the fee shall be three percent (3%) of the gross sales price.
2. If Broker represents the City as buyer in acquiring real property, the fee shall be two and one-half percent (2.5%) of the purchase price.

3. If Broker represents both buyer and seller in a transaction involving the City, the fee shall be four percent (4%) of the gross sales price or purchase price, as applicable to the transaction.

Broker shall disclose in writing any commission, fee, referral payment, or other compensation received or expected to be received in connection with a City transaction. No fee shall be due unless the City has authorized the transaction and the transaction closes, except as otherwise expressly agreed in writing by the City.

TERM, RENEWAL, AND TERMINATION

The initial term of this Agreement shall be one (1) year beginning on the effective date approved by the City and signed by the parties. This Agreement may be renewed for additional one-year terms by written agreement of the parties, for a total maximum period of five (5) consecutive years, including the initial term. Either party may terminate this Agreement without cause upon thirty (30) days' written notice to the other party. Termination shall not affect any compensation earned by Broker for an authorized transaction that closed before the effective date of termination, or any other obligation that expressly survives termination.

AUTHORIZATION OF TRANSACTIONS

Broker shall not list, market, negotiate, purchase, sell, or otherwise bind the City with respect to any specific real property transaction unless the City has authorized such action in writing and in accordance with South Dakota law and City ordinances. All offers, counteroffers, purchase agreements, listing agreements, agency agreements, closing documents, and related transaction documents shall be subject to City review and approval before execution.

BROKER OBLIGATIONS

Broker shall perform services in a professional, diligent, and lawful manner consistent with applicable federal, state, county, and local requirements, including South Dakota real estate licensing and brokerage requirements. Broker shall maintain all licenses, registrations, and authorizations required to perform the services and shall use forms and disclosures required for real estate brokerage services in South Dakota.

1. Act in the best interests of the City and provide timely advice regarding real estate strategy, pricing, negotiation, marketing, offers, and closing matters.
2. Maintain appropriate confidentiality regarding City information, negotiations, and transaction strategy unless disclosure is authorized by the City or required by law.
3. Promptly disclose any actual, potential, or perceived conflict of interest, including any dual agency or limited agency relationship, before undertaking or continuing representation in a transaction.
4. Provide regular status updates to the City at mutually agreed-upon intervals and upon reasonable request.
5. Coordinate with City staff, legal counsel, title companies, surveyors, appraisers, inspectors, and other transaction participants as reasonably necessary.
6. Maintain records relating to services performed under this Agreement and provide copies to the City upon request.

CONFLICTS OF INTEREST AND DUAL REPRESENTATION

Broker shall avoid any activity that could impair Broker's independent and objective judgment in serving the best interests of the City. Broker shall not represent both the City and another party in the same transaction unless such representation is permitted by law and the City has provided prior written consent after full disclosure. Any dual representation shall comply with applicable South Dakota real estate relationship disclosure, agency agreement, and brokerage requirements.

NON-APPROPRIATION

The obligations of the City under this Agreement are subject to annual appropriation of funds. If funds are not appropriated or otherwise made available for any renewal term or portion of this Agreement, the City may terminate this Agreement without penalty upon written notice to Broker.

INSURANCE AND INDEMNIFICATION

Broker shall maintain insurance coverage customary and appropriate for the services provided under this Agreement, including professional liability/errors and omissions coverage if applicable to Broker's practice. To the extent permitted by law, Broker shall be responsible for Broker's negligent acts, errors, omissions, or willful misconduct in performing services under this Agreement.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Venue for any dispute arising under this Agreement shall be in the appropriate state court having jurisdiction in Lawrence County, South Dakota, unless otherwise required by law.

ENTIRE AGREEMENT; AMENDMENTS

This Agreement constitutes the entire agreement between the parties regarding the subject matter stated herein and supersedes all prior discussions, proposals, or understandings. Any amendment, renewal, extension, or modification of this Agreement must be in writing and signed by authorized representatives of both parties.

SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Real Estate Broker Services Agreement as of the dates written below.

CITY OF DEADWOOD

By: _____
Charlie Struble Mook, Mayor

ATTEST:

Jessicca McKeown, Finance Officer

Real Properties of Lead-Deadwood.

By: _____

Its: _____

State of South Dakota)
) SS
County of _____)

On this ____ day of _____, 2026, before me, the undersigned officer, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have set my hand and official seal.

Notary Public
My Commission Expires: _____

(SEAL)