

PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services (“Agreement”) is made by and between the Rollingwood Community Development Corporation (“Client”) and The Retail Coach, LLC, a limited liability company (“Professional”) (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

RECITALS:

WHEREAS, Client desires to engage the services of the Professional as an independent contractor, and not as an employee, to provide the services described in Exhibit “A” (the “Scope of Services”) to assist Client in creating a Retail Recruitment and Development Strategy (the “Project”); and

WHEREAS, the Professional desires to render professional services for Client on the terms and conditions set forth in this Agreement;

NOW THEREFORE, in exchange for the mutual covenants set forth herein, and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

Article I Term

1.1 This Agreement shall commence on the last date of execution hereof (“Effective Date”) and continue until completion of the services, unless sooner terminated as provided herein.

1.2 Either Party may terminate this Agreement by giving thirty (30) days prior written notice to the other Party. In the event of such termination the Professional shall deliver to Client all finished and unfinished documents, data, studies, surveys, drawings, maps, reports, photographs or other items prepared by the Professional in connection with this Agreement. Professional shall be entitled to compensation for any services completed to the reasonable satisfaction of the Client in accordance with this Agreement prior to such termination.

Article II Scope of Service

2.1 The Professional shall perform the services in connection with the Project as set forth in the Scope of Services.

2.2 The Parties acknowledge and agree that any and all opinions provided by the Professional in connection with the Scope of Services represent the professional judgment of the Professional, in accordance with the professional standard of care applicable by law to the services performed hereunder.

**Article III
Schedule of Work**

The Professional agrees to complete the required services in accordance with the Scope of Services outlined in Exhibit "A".

**Article IV
Compensation and Method of Payment**

4.1 Professional will be compensated in accordance with the payment schedule and amounts set forth in the Scope of Services, not to exceed a total amount of fifteen thousand dollars (\$15,000).

**Article V
Devotion of Time; Personnel; and Equipment**

5.1 The Professional shall devote such time as reasonably necessary for the satisfactory performance of the services under this Agreement. Should Client require additional services not included under this Agreement, the Professional shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement, and shall be compensated for such additional services as agreed between the Parties.

5.2 The Professional shall furnish the facilities, equipment and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

**Article VI
Miscellaneous**

6.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

6.2 Assignment. The Professional may not assign this Agreement without the prior written consent of Client. In the event of an assignment by the Professional to which the Client has consented, the assignee shall agree in writing with Client to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

6.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

6.4 Governing Law. The laws of the State of Texas shall govern this Agreement. Should there be a need for any legal proceedings, the venue shall be in Travis County, Texas.

6.5 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

6.6 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

6.7 Independent Contractor. It is understood and agreed by and between the Parties that the Professional, in satisfying the conditions of this Agreement, is acting independently, and that Client assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Professional pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of Client. Professional shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

6.8 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for Client:

Ashley Wayman
Asst. City Administrator
City of Rollingwood
403 Nixon Dr.
Rollingwood, Texas 78746

If intended for Professional:

Attn: Aaron Farmer
The Retail Coach, LLC PO
Box 7272
Tupelo, MS 38802

6.9 Insurance.

- (a) Professional shall during the term hereof maintain in full force and effect the following insurance: (i) a comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Professional's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00

per occurrence for injury to persons (including death), and for property damage; (ii) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of Professional's employees involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00; and (iii) Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than \$1,000,000.00 per claim and \$1,000,000.00 in the aggregate.

- (b) All policies of insurance shall be endorsed and contain the following provisions: (1) name Client, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability; and (2) provide for at least thirty (30) days prior written notice to the Client for cancellation of the insurance; (3) provide for a waiver of subrogation against the Client for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability Insurance. The Professional shall provide written notice to the Client of any material change of or to the insurance required herein.
- (c) A certificate of insurance and copies of the policy endorsements evidencing the required insurance shall be submitted prior to commencement of services and upon request by Client.

6.10 Indemnification. Client SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF THE PROFESSIONAL PURSUANT TO THIS AGREEMENT. PROFESSIONAL HEREBY WAIVES ALL CLAIMS AGAINST Client, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "Client") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF Client OR BREACH OF CLIENT'S OBLIGATIONS HEREUNDER. PROFESSIONAL AGREES TO INDEMNIFY AND SAVE HARMLESS Client FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE PROFESSIONAL'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF PROFESSIONAL, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO NEGLIGENCE OF THE Client, IN WHOLE OR IN PART, IN WHICH CASE PROFESSIONAL SHALL INDEMNIFY Client ONLY TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO PROFESSIONAL AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION). THE PROFESSIONAL'S OBLIGATIONS UNDER THIS

SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PROFESSIONAL UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.


6.11 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

6.12 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

[Signature Page to Follow]

EXECUTED this 9th day of December, 2021.

Rollingwood Community Development Corporation

By: 
Name: Emily Doran
Title: President

EXECUTED this 9th day of December, 2021.

The Retail Coach, LLC


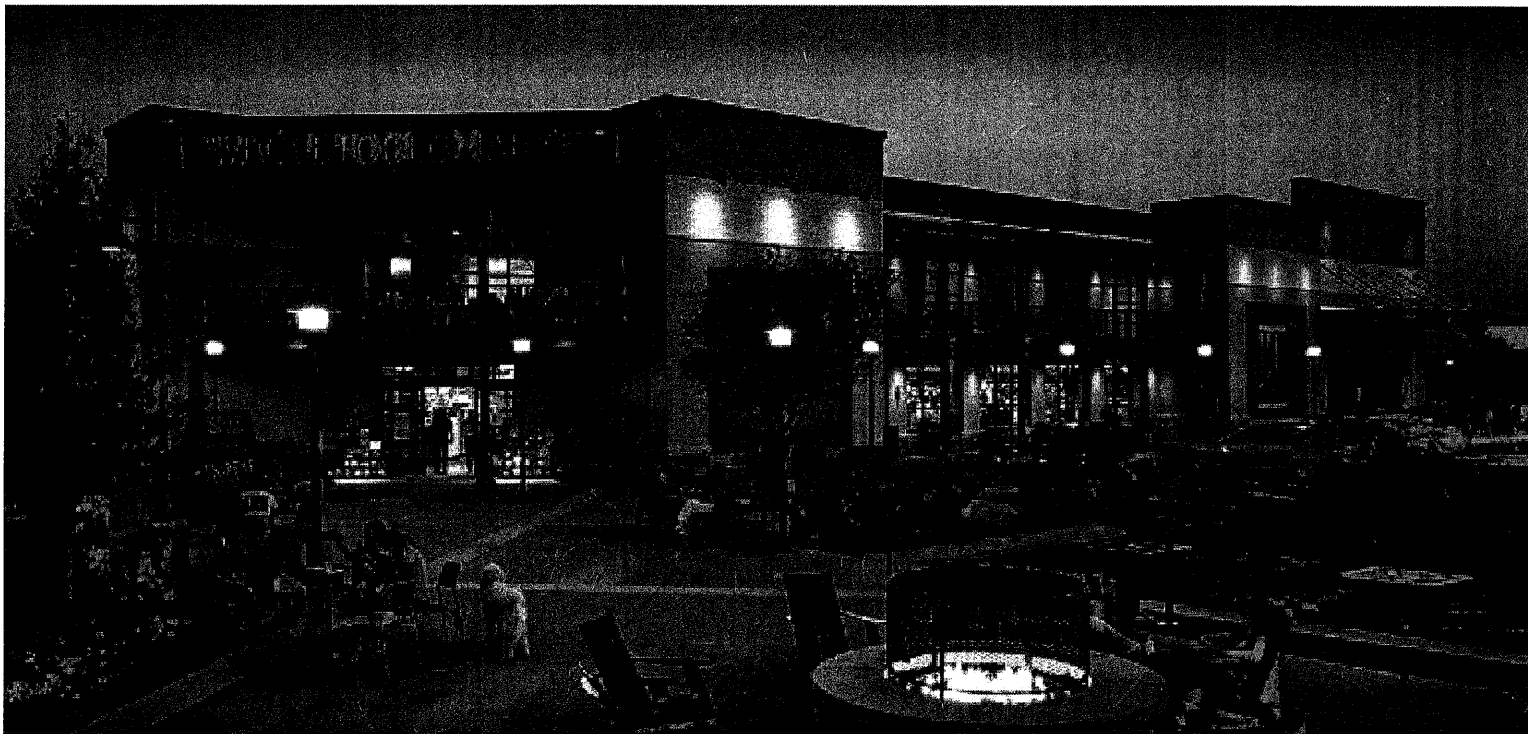
By: 
Name: Aaron Farmer
Title: President

EXHIBIT A



November 2021

Exhibit A:

Retail Recruitment and Development Strategy



Prepared for: Rollingwood
Community Development
Corporation

Prepared by:

Aaron Farmer | President
afarmer@theretailcoach.net
(662) 231-0608

Scope of Services

Analyzing The Market

Custom Retail Trade Areas

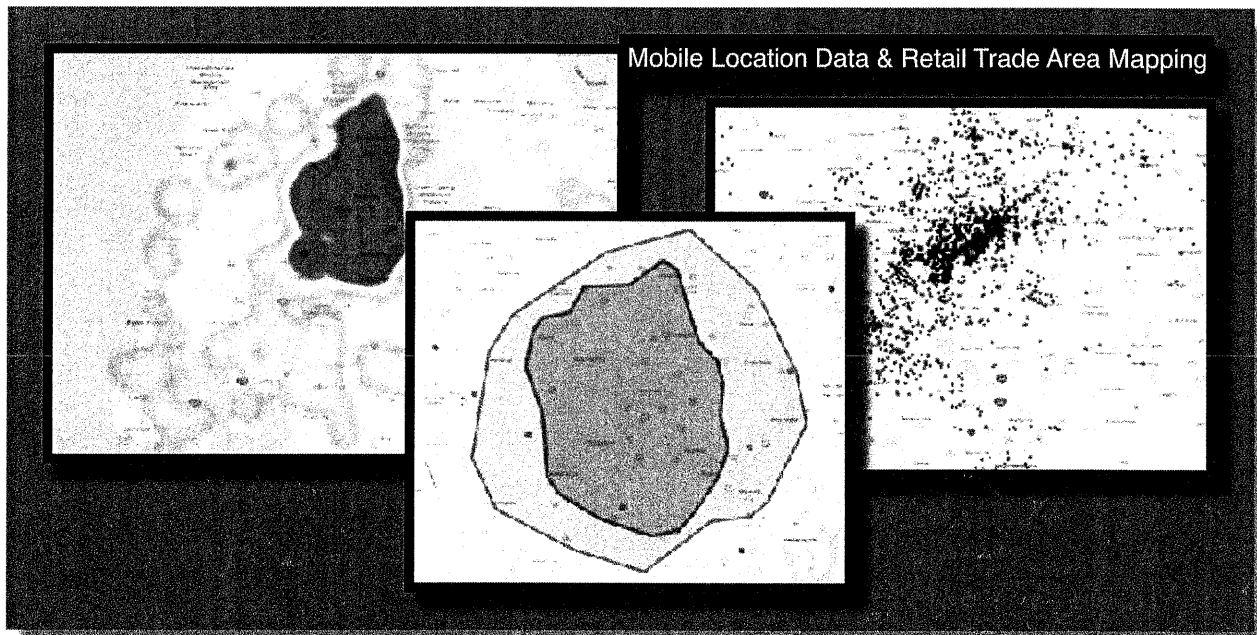
The Retail Trade Area (RTA) is the foundation of retail recruitment strategy, and its accuracy is critical. The Retail Trade Area is the geographical area from which a community's retailers derive a majority of their business. Drive times and radial analysis are not the best way to depict an accurate Retail Trade Area. To best confirm a community's Retail Trade Area, we will execute the following strategic steps:

Mobile Data for Location Decisions

The Retail Coach will utilize mobile location technology that analyzes location and behavioral data collected from mobile devices to determine consumer visits to Rollingwood. This high-confidence data is used to verify Retail Trade Areas and validate retail site selection decisions. Cell Phone Analysis Reports will be run on up to five locations in Rollingwood.

Retail Trade Area Mapping

The Retail Coach will delineate a boundary map of the Retail Trade Area using mobile data collected.



Demographic Profiling

A community must be able to instantaneously provide information and data sets sought by retailers during the site selection and site evaluation process. The data must be accurate, current, and readily available.

The Retail Coach will create comprehensive 2021, and 2026 demographic profiles for the Retail Trade Area and Rollingwood community. The profile includes population and projected population growth, race, ethnicities, average and median household incomes, median age, households and household growth, and educational attainment.

Determining Retail Opportunities

Retail Demand Outlook Analysis

A Retail Demand Outlook Analysis (RDOA) will determine the level of retail demand for a designated Retail Trade Area. The analysis computes the retail potential of the Retail Trade Area for more than 70 retail categories and sub-categories. This analysis will distinguish retail categorizes with the highest prospect for success and quantify their retail potential.

"For years I researched firms to help me with retail development and The Retail Coach continued to surface as the best choice provider. Over and over again I heard about the 'service after the sale.' This was important. You see, a lot of firms can run data and put together fancy reports.

What allows The Retail Coach to stand out is the coaching. A tool is useless unless someone 'coaches' you on the best way to utilize it. When you hire The Retail Coach you are not just buying data, you are hiring a coach to help you with your retail development needs.

I highly recommend them to any community seeking to effectively recruit retail ."

Dave Quinn, CEcD, Executive Director
Previously Bastrop, Texas
Economic Development Corporation

Marketing & Branding

To attract targeted retailers, the most critical step is providing accurate, current, and site-specific information on the community and its Retail Trade Area. It is important that this marketing information positively reflects your community's attributes and brand to corporate site selectors, real estate brokers, and developers.

Retail Market Profile

The Retail Coach will develop a retail market profile tailored to the specific needs of targeted retailers' essential site selection and location criteria. The profile serves as a community introduction and includes:

- Retail Trade Area Map
- Location Map
- Traffic Count Map
- Demographic Profile Summary
- Appropriate logo and contact information



Retailer Feasibility Packages

The Retail Coach will create a retailer-specific feasibility package to address essential location criteria. The feasibility package includes:

- Community Overview
- Retail Site Profiles
- Location Map
- Retail Trade Area Map
- Existing Retailer Aerial Map
- Retailer Location Map
- Retail Trade Area Demographic Profile Summary
- Retail Gap Analysis Summary Table
- Retail Trade Area Psychographic Profile
- Retail Trade Area Demographic Profile
- Community Demographic Profile
- Area Traffic Generators
- Appropriate logo and contact information

Real Estate Developer Opportunity Package

The Retail Coach will create a developer opportunity package to highlight the need for development / redevelopment. This will include:

- Community Overview
- Location Map
- Retail Trade Area
- Demographic Trends
- Aerial Imagery
- Traffic Counts
- Site-line visibility from major traffic arteries
- Ingress/egress for primary traffic arteries
- Median cuts or possibilities
- Traffic signal existence or possibilities
- Site characteristics and topography
- Appropriate Zoning
- Area Retail
- Residential clustering and support
- Proximity to "anchor" retailers
- Top Employers
- Workplace Population
- Potential retail tenants

Identifying Retailers & Developers for Recruitment

The Retail Coach has been successful in recruiting leading retail brands to our client communities for more than 20 years. Our process is driven by providing accurate and current data sets, as well as site-specific information to retailers that “fit” the community.

Identification of Retail Prospects (Retail includes traditional retail, restaurants, and entertainment)

The Retail Coach will target national and regional retail brands that are a good “fit” for the community. This means that the Retail Trade Area population, disposable incomes, consumer spending habits, and education levels meet the retailers’ ideal location criteria.

The Retail Coach will review a master list with Rollingwood staff and work together to prepare a final target list of retailers for recruitment.

Identification of Developer Prospects

Much of our recruitment success comes from establishing a network of regional and national developers over the past 20 years. Developer networking and recruitment have become key components in a community’s recruitment and development/redevelopment success. If a higher-tier prospect were to express interest in a community, and there was not sufficient ready-to-lease/build properties matching their needs and requirements, a developer must be identified to build the interested prospect a suitable property.

The Retail Coach will use its network to identify commercial real estate developers active in the region for recruitment.

Recruiting Retailers & Developers

Recruitment of Retailers

The Retail Coach is the first national retail recruitment firm to introduce retailer and developer recruitment specifically for communities. Twenty years and over 500 projects later, the recruitment of retailers remains one of the primary metrics of success. Today, our experience has proved that a community must move beyond just gathering data sets, and proactively recruit retail.

The retailer recruitment process includes the following steps:

1. Introductory emails and retail market profiles are sent to each targeted retailer.
2. Personal telephone calls are placed to measure interest level.
3. Personal emails and retailer feasibility packages are sent to each targeted retailer.
4. Personal emails and retail site profiles for prime vacancies and sites are sent to the appropriate targeted retailer.
5. Personal emails are sent to inform targeted retailers of significant market changes.
6. Personal emails are sent to decision makers, once per quarter, to continue seeking responses regarding their interest level.

A retailer status report is provided with each retailer's complete contact information and comments resulting from recruitment activities.

Recruitment of Developers

Much of our recruitment success comes from having established a network of national developers over the past twenty years. Oftentimes, a prospect may have interest in a community, only to find that suitable "for lease" properties do not exist.

Our developer recruitment process includes the following steps:

- Introductory emails and opportunity packages are sent to developers.
- Personal telephone calls are placed to measure interest level.
- Personal emails are sent to inform developers of the status of interested retailers, and any significant market changes.

A developer status report is provided with each developer's complete contact information and comments resulting from recruitment activities.

Retail Conferences

The Retail Coach will assist in marketing Rollingwood, and its vacancies and sites, to retailers, commercial developers, and brokers with whom we meet at retail industry conferences. Upcoming conferences include:

- ICSC Here We Go: December 2021
- ICSC Recon: May 2022
- and many others

Retail Coaching

Coaching

The Retail Coach will partner with Rollingwood on a long-term basis, and will be available when you have questions, new ideas, or need access to GIS mapping and current data and statistics. We are also available if Rollingwood needs to brainstorm opportunities as the community grows and develops.

PROJECT EXPECTATIONS

Timeline & Pricing



REPORTING

The Retail Coach will provide written or electronic project updates on a monthly basis.



PROJECT TIMELINE

The Retail Coach is available to begin work immediately upon agreement of terms with a project duration of 12 months.

Project Pricing

Work Fees

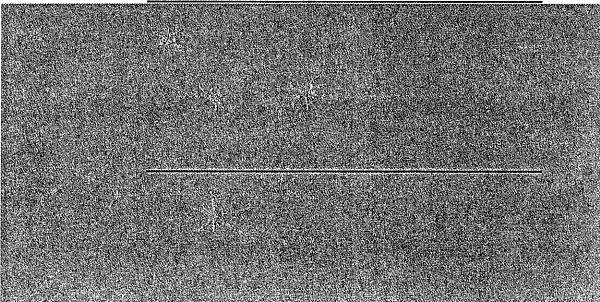
The total fee for completion of this work is \$15,000, payable in two installments:

- a) \$7,500 upon execution of the agreement;
- b) \$7,500 at 90 days following execution of contract.



PLEASE CONTACT:

Aaron Farmer
President
The Retail Coach, LLC
Ph. 662.231.0608
Fx. 662.844.2738



**Building Partnerships.
Developing Communities.**

 TheRetailCoach®