#### PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("Agreement") is made by and between the Sanger Economic 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**, the 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 & Development Strategy (the "Project"); and

**WHEREAS**, the Professional desires to render professional services 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 for twelve months, 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 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 twenty eight thousand dollars (\$28,000 (\$27,500 Project Fee + \$500 in "Not To Exceed" Expenses)).

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

5.1The 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 schedule without the time decreasing the effectiveness of the performance of services required under Agreement, and shall be compensated for such additional services as agreed between the PartiesThe 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 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.

- 6.5 <u>Amendments</u>. This Agreement may be amended by the mutual written agreement of the Parties.
- 6.6 <u>Severability</u>. 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 <u>Independent Contractor</u>. 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 <u>Notice</u>. 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:

Attn:
Shani Bradshaw, BREC, CTED
Sanger Economic Development Corporation
201 Boliver St.
Sanger, TX 76266

If intended for Professional:

Attn: Aaron Farmer Partner 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 CLIENT SHALL NOT BE LIABLE FOR ANY LOSS, Indemnification. 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 <u>Counterparts</u>. 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 <u>Exhibits</u>. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

[Signature Page to Follow]

EXECUTED this	_day of	, 2025
		Sanger Economic Development Corporation
		By: Name:
		Title:
EXECUTED this	_day of	2025
		The Retail Coach, LLC
		By:
		Name <u>Aaron Farmer</u> Title: <u>Partner</u>

# EXHIBIT "A" Scope of Services



**Exhibit A: Scope Of Services** 

Sanger, Texas

Retail Recruitment & Development Strategy



PREPARED BY:

Aaron Farmer
President
662.231.0608
afarmer@theretailcoach.net

We Recruit Retail.

## We Recruit Retail.

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# More Than 6 Million SF of New Retail Recruited in the Last 5 Years

Our proven Retail:360<sup>®</sup> Process has been instrumental in recruiting new retailers and developers to our client communities.









# More Than 6 Million SF of New Retail Recruited in the Last 5 Years

From Bass Pro Shops to Dollar General - we recruit the retail and retailers that fit our clients' markets.





#### **COMPANY PROFILE**



## National Expertise. Local Focus.

Our work throughout the country allows our team to stay current on retail trends and deepen our relationships with national and regional brands.

These relationships create unique opportunities for our client communities. When brands begin planning to expand into new markets, we are often one of the first to know and retailers/brokers will often look to our client list or ask our team for prospective markets to consider.

850+

**SERVED** 

43
STATES WE'VE
WORKED IN

90%+
REPEAT CLIENT RATE





## What Makes Us Different?

## **Experienced & Connected**

We pioneered the retail recruitment industry more than 25 years ago and leverage more than two decades of experience and relationships to help drive retail growth in your community.

#### **Our Team is Your Team**

We take a partnership approach and become an extension of your team. Our clients are invited to participate in the recruitment process, allowing you to learn and expand your network.

## **Full Transparency**

We track recruitment activity and prospect feedback in your custom retail recruitment dashboard and host monthly calls with your team to keep you updated on progress.

#### We are Consultants. Not Brokers.

We pride ourselves on being consultants, not brokers.

We only do what is in the best interest of our client communities and their future growth. We don't take shortcuts or go with the path of least resistance to fill retail spaces.



# Retail Recruitment is a Process, Not an Event.

Through our proprietary **Retail 360<sup>®</sup> Process**, we offer a dynamic system of products and services that enable communities to expand their retail base and generate additional sales tax revenue.

Our Retail 360<sup>®</sup> Process identifies **strengths**, **weaknesses**, **opportunities**, **and threats** to your community's ability to attract retail and highlights your community's advantage over competing cities. Through our multi-phase approach to recruiting new retailers, we are able to help communities build a long-term retail economic development plan.



# MARKET-BASED SOLUTIONS

We understand that every client community has its own unique set of development needs.

That's why we work with our clients to determine those needs and offer custom, tailored, data-driven solutions.

# ON-THE-GROUND ANALYSIS

Just as each client has their own set of needs, we know that each client has a unique position in the marketplace as it competes to recruit new retailers.

We spend time in your community with leaders and stakeholders, which enables us to determine your market position and identify retailers that fit your community.

# ACTION PLAN FOR GROWTH

We analyze, recommend, and execute aggressive strategies for pursuing the ideal retailers, as well as coaching our clients through the recruitment and development process.

This partnership typically produces best results when, together, we derive short-term and long-term strategies based on market data and opportunities.



## **Project Deliverables**

#### **Analyzing the Market**

Competing Communities Analysis
Custom Retail Trade Area Map
Mobile Data Studies As Needed
Retail Trade Area Demographic Profile
Retail Trade Area Psychographic Profile
City Demographic Profile
Discussions with Key Community and Business Stakeholders

### **Determining Retail Opportunities**

Retail Demand Analysis Retail Void Analyses for Key Vacancies and Available Retail Sites

## **Identifying Development & Redevelopment Opportunities**

Analysis of Development/Redevelopment Sites Retail Site Profiles for Available Retail Sites

### **Identify Retailers & Developers**

Target List of Retailers (and Restaurants)

#### **Marketing & Branding**

Retail Market Profile
Retail Market Flyer
Customized Retailer Feasibility Packages
Developer Opportunity Package

Online Retail Dashboard (Retail 360<sup>®</sup> Website)

## **Recruitment of Retailers & Developers**

Retail Recruitment Plan Retailer & Developer Recruitment Status Dashboard (AirTable) Recruitment

#### **Ongoing Recruitment & Coaching**

Ongoing Coaching and Support from The Retail Coach Team Representation of the City at Regional and National Retail Industry Events



## **Analyzing the Market**

The Retail Coach will perform extensive market research and analysis to evaluate the Sanger community and surrounding area. This "macro to micro" approach enables The Retail Coach to analyze competitive and economic forces that may impact Sanger's retail recruitment and development plan.

## **Competing Community Analysis**

It is important to monitor what is occurring in area communities from a retail economic development perspective. What are their advantages and/or challenges? Are they experiencing positive or negative growth? What are their current retail offerings?

The Retail Coach will look at competing communities to identify competitive advantages, through economic and market forces, that have a direct impact on retail recruitment and development in Sanger.

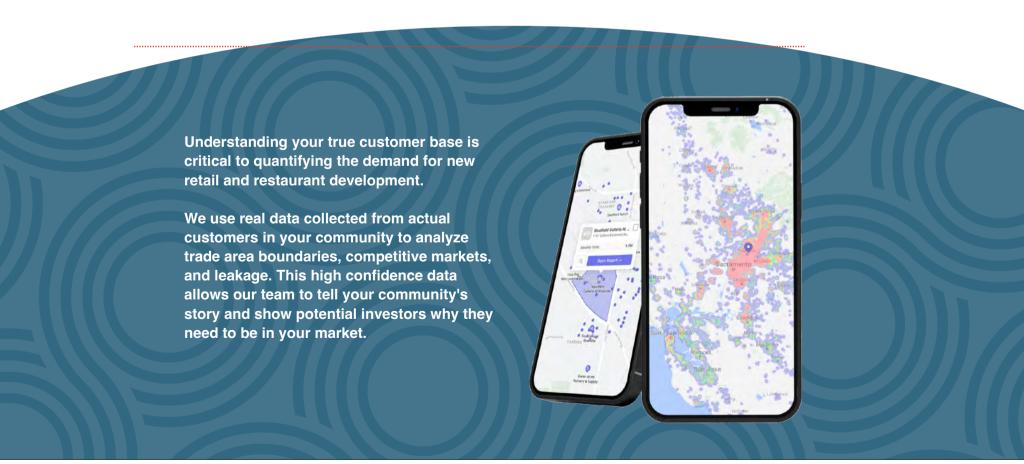
#### **Custom Retail Trade Area Determination**

The Retail Trade Area is the geographical area from which the community's retailers derive a majority of their business. It is the foundational piece of the retail plan and its accuracy is critical.

High-Impact Mobile Data Analysis

The Retail Coach will utilize mobile location technology that analyzes location and behavioral data collected from mobile devices to determine consumer visits to Sanger. This high-confidence data is used to determine Retail Trade Areas and validate retail site selection decisions.

The Retail Coach will hand draw the Retail Trade Area map for Sanger based on mobile phone data from consumers, as well as on-the-ground analysis from The Retail Coach Team.





## **Analyzing the Market**

## **Demographic Profiling**

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

The Retail Coach will create comprehensive 2020 Census and 2025 and 2030 demographic profiles for the Retail Trade Area and Sanger community. The comprehensive profile includes population and projected population growth, ethnicities, average and median household incomes, median age, households and household growth, and educational attainment.

## **Psychographic Profiling**

As retail site selection has evolved from an art to a science, psychographic lifestyle segmentation has become an essential element of retailers' preferred location criteria. Understanding a consumer's propensity to purchase certain retail goods and services—as well as specific retail brands—is valuable to national, regional, and local retailers. Knowing the retail sectors and products that consumers demand removes a great deal of risk for businesses.

The Retail Coach will develop a Segmentation Profile of the households in the Retail Trade Area. This is done by using the most advanced socioeconomic and demographic data to measure consumer attitudes, values, lifestyles, and purchasing behaviors, to understand the sectors and brands of retailers that may be of interest.



## **Determining Retail Opportunities**

## **Retail Demand Analysis**

A community is able to quantify its retail demand through a Retail Demand Analysis, which provides a summary of the projected retail demand growth — or opportunities — for 68 retail sectors. The analysis is ultimately used to identify specific recruitment targets for the community.

#### The Retail Demand Analysis will:

- Identify retail demand growth opportunities for more than 68 retail sectors
- Distinguish retail sectors with the highest propensity for success and qualify their ultimate potential

The Retail Coach will determine the level of retail demand for the Retail Trade Area and use projected demand to help identify opportunity areas and prioritize retail market sectors for recruitment.



## Identifying Development & Redevelopment Opportunities

## Identifying & Marketing Available Sites

Retailers are not only interested in market data on your community, but also interested in evaluating all available property vacancies and sites that fit their location preferences. A community must create and maintain a database of prime available properties along with accurate and current market information. Successful retail recruitment begins with the introduction of available sites.

The Retail Coach will identify priority retail vacancies and development/redevelopment sites to market. Factors influencing site selection for priority sites will include:

- Existing market conditions
- Retail Trade Area population
- Traffic counts and traffic patterns
- Site-line visibility from primary & secondary traffic arteries
- Ingress/egress
- Adequate parking
- Site characteristics
- Proximity to retail clusters

#### **Retail Site Profiles**

A critical step in attracting retailers is providing accurate and current information on each identified available site.

The Retail Coach will create a Retail Site Profile for each identified key vacancy and site with current site-specific information, including location, aerial photography, site plan, demographic profile, size/dimensions, traffic count(s), and appropriate contact information.



## Identifying Retailers & Developers for Recruitment

The Retail Coach has been successful in recruiting leading retail brands to our client communities for more than 25 years. Our process is driven by providing accurate and current data sets, as well as site-specific information, to retailers that "fit" the community.

## **Identifying Potential Retailers**

The Retail Coach will target national and regional brands that are a "good fit" for Sanger. This means that the Retail Trade Area population, ethnicities, incomes, ages, and educational levels meet the retailers' ideal location criteria.

The Retail Coach will develop and review a master list of potential retailers with Sanger staff and work together to prepare a final target list of retailers for recruitment. This list will include fist-to-the-market concepts that may be a good fit for the community.

## **Identifying Potential Developers**

Much of our recruitment success comes from establishing a network of regional and national retail developers over the past 25 years. Developer networking and recruitment have become key components in a community's retail recruitment and development/redevelopment success. If a retailer were to express interest in the community, and there was not ready-to-lease properties matching their needs and brand requirements, a developer must be identified to build the interested retailer a suitable property.

The Retail Coach will utilize its network to identify retail real estate developers active in Sanger and the region for recruitment.



RETAIL 360®: PHASE 5

## **Marketing & Branding**

To attract targeted retailers, a critical step is to provide accurate and current community and Retail Trade Area data and information. It is important that this marketing information positively reflects the community's positive attributes and brand to corporate site selectors, real estate brokers, and developers. This information is essential for them in making initial decisions about locating in the community.

#### **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 for Sanger. The profile serves as a community introduction, and includes:

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

## **Specialized Recruitment Packages & Reports**

Retail economic development enjoys a broad definition throughout the industry and, oftentimes, highly specialized reports are needed. These reports are developed to address the specific needs of our clients, retailers and/or developers.



## **Marketing & Branding**

## **Developer Package**

The Retail Coach will create a marketing package for retail developers active in the community and region to generate their interest in retail development opportunities.

The Retail Coach will create a Developer Package to highlight development and redevelopment opportunities in Sanger. This package may include:

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

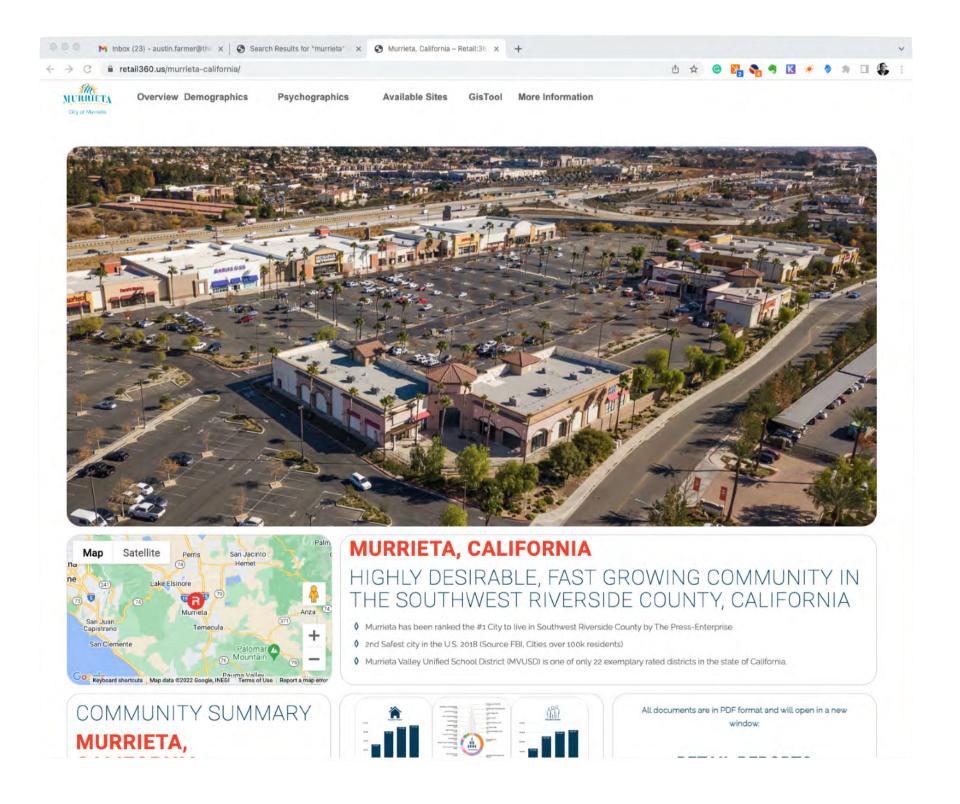


## Marketing & Branding

#### Online Retail Dashboard

Being able to quickly and easily access and share retail opportunity information greatly increases a community's opportunity for success. To assist with this, we develop a custom online retail dashboard that can be accessed anytime through a branded Retail360® link. With a few clicks, retailers, brokers and developers can learn about your community's retail potential like never before.

Our team will develop a customized Retail360 Dashboard for Sanger.

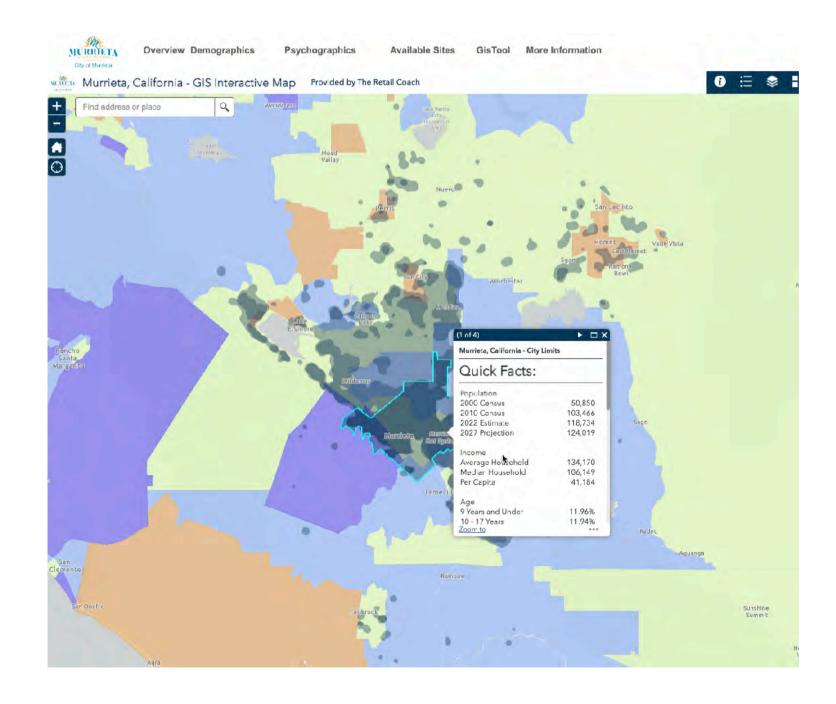


## Marketing & Branding

## **Interactive Site Mapping**

Retail site selectors do much of their research while in hotel rooms and in airports, so a visual GIS platform that streamlines data and sites into one interactive and centralized location is a powerful tool.

We will develop a concise, easy-to-access, interactive site mapping platform for Sanger, along with the preloaded prime vacancies and development/redevelopment sites that we will be marketing. Data can be presented by demographic, socioeconomic, psychographic, and retail spending layers that are detailed down to the block level, to meet the needs of each individual user — whether they be a retailer, developer, or even a local entrepreneur.





## **Recruiting Retailers & Developers**

#### **Recruitment of Retailers**

We were the first national retail recruitment firm to introduce retailer and developer recruitment specifically for communities. More than 25 years and 850 projects later, the recruitment of retailers remains one of our primary metrics of success. Today, our success has proven that a community must move beyond just gathering data sets, and proactively recruit retail.

The Retail Coach will actively recruit retailers to Sanger. Our process includes:

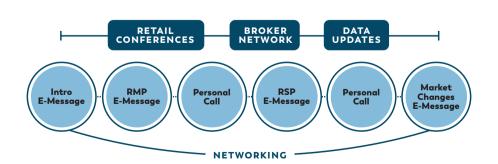
- Introductory emails and retail market profile are sent to each targeted retailer.
- Personal calls are placed to measure interest level.
- Personal emails and retailer feasibility packages are sent to each targeted retailer.
- Personal emails and retail site profiles for prime vacancies are sent to the appropriate targeted retailers.
- Personal emails are sent to inform targeted retailers of significant market changes.
- Personal emails are sent to decision markers once per quarter to continue seeking responses regarding their interest level in the community.
- 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 retail real estate developers over the past 25 years. Oftentimes, a retailer or retailers may have interest in a community, only to find that suitable properties do not exist.

The Retail Coach will actively recruit developers for Sanger, if an opportunity is identified. Our process includes:

- Introductory emails and opportunity packages are sent to developers.
- Personal 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.



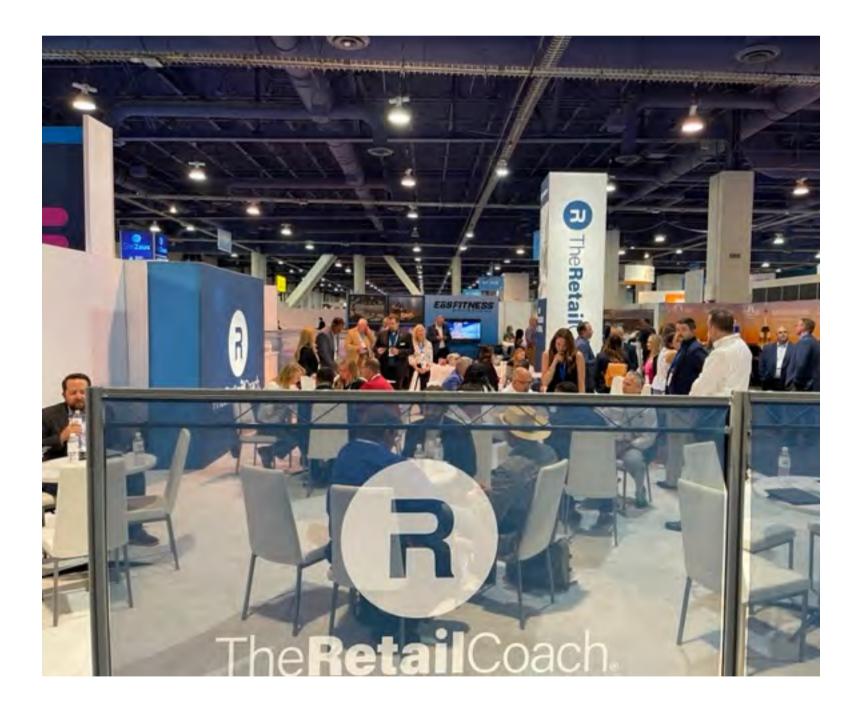


## **Recruiting Retailers & Developers**

## **Retail Conferences**

The Retail Coach helps communities connect with retailers and developers at retail conferences such as Retail Live!, the annual ICSC RECon and other regional events attended.

Our team will will represent Sanger at Industry Trade Shows throughout our partnership.



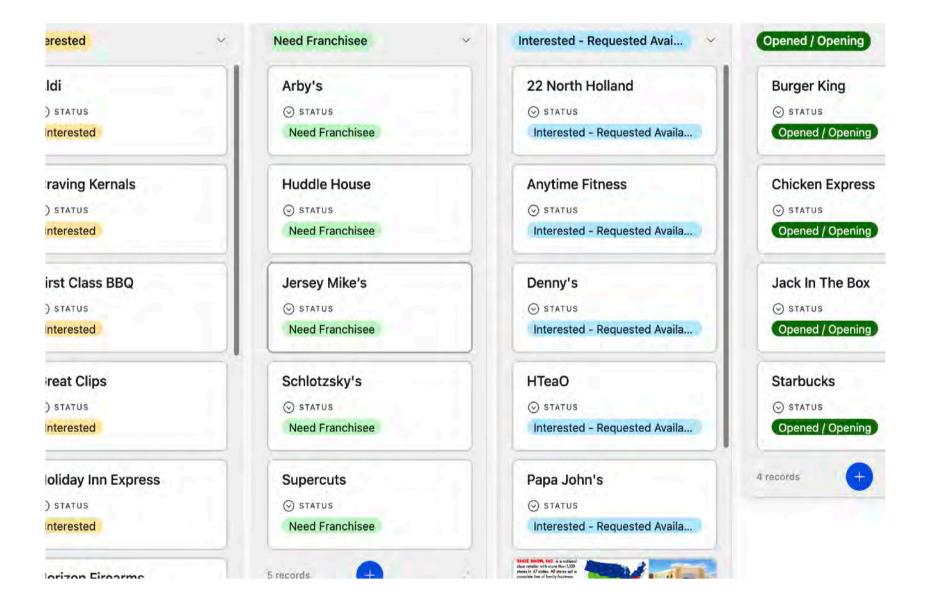


## **Recruiting Retailers & Developers**

## **Retail Recruitment Accountability Dashboard**

As part of our recruitment process, we provide access to a real-time recruitment dashboard where Sanger staff can see which retailers are being recruited, the latest touch points with each, and contacts we are actively communicating with along with their interest level in the community.

The Retail Coach will set up a recurring monthly meeting with staff to review on-going recruitment activity, feedback received from prospects, and any additional next steps or follow up items needed to advance recruitment with interested retailers.





## **Coaching & Ongoing Support**

## **Retail Coaching**

The Retail Coach partners with communities on a long-term basis and will be available when they have questions, new ideas, or need data updates. We are also available if clients need to brainstorm opportunities as the community grows and develops.

The Retail Coach will provide on-going coaching and support for retail recruitment activities throughout the project.





## **Project Timeline & Pricing**

#### **Project Communication**

At a minimum, The Retail Coach will schedule monthly updates with staff to provide progress reports and feedback.

#### **Project Timeline**

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

## **Pricing**

The total fee for completion of this work is \$27,500 payable in three installments, plus up to \$500 in "Not to Exceed" expenses":

- a) \$10,000 to be invoiced on execution
- b) \$10,000 in 90 days
- c) \$7,500 in 180 days

**Optional Project Extension:** If Sanger elects to extend the project period, the additional fee shall be: \$25,000 for an additional 12 month period of data updates, ongoing recruitment, monthly updates and coaching.





### PREPARED BY:

Aaron Farmer
President
662.231.0608
afarmer@theretailcoach.net

We Recruit Retail.