

**AGREEMENT
FOR REAL ESTATE AUCTION SERVICES**

THIS AGREEMENT is made and entered into this 25th day of October, 2005 by and between SARASOTA COUNTY, a political subdivision of the State of Florida, herein after referred to as the "COUNTY" and Fisher Auction Co., Inc., a corporation licensed in the state of Florida, hereinafter referred to as "CONTRACTOR".

WITNESSETH

WHEREAS: the COUNTY has determined that it is necessary, expedient, and in the best interest of the COUNTY to retain a CONTRACTOR to provide real estate services related to the disposition of certain escheated real property in North Port, Florida, and

WHEREAS: the COUNTY issued RFP #5990DW on May 8, 2005 to solicit proposals for such services, and

WHEREAS: the COUNTY desires to employ the CONTRACTOR in connection with the services required, and the CONTRACTOR is desirous of obtaining such employment, has reviewed the services required pursuant to this Agreement and is qualified, willing and able to provide and perform all such services in accordance with its terms;

NOW, THEREFORE, the COUNTY and the CONTRACTOR, in consideration of the mutual covenants contained herein, do agree as follows:

I. CONTRACTOR'S SERVICES

The CONTRACTOR agrees to diligently and timely perform the tasks as described in Exhibit A, Scope of Services, attached hereto.

II. COMPENSATION AND PAYMENT OF CONTRACTOR'S SERVICE

The COUNTY shall owe the CONTRACTOR for services rendered hereunder and completed in accordance with the terms of this Agreement as the total contract amount for performing all elements as set forth in Exhibit A, Scope of Services and as set forth in Exhibit B, Payment Schedule, both attached and made a part hereof. Said amount to include all profit, direct and indirect labor costs, personnel related costs, overhead and administrative costs, travel related out-of-pocket expenses and costs, and all other costs which are necessary to provide the services as outlined in this Agreement. The fees for any other Phases may be negotiated at a later date once specific work details have been established. Such negotiations would be based on the hourly rates as shown in Exhibit B, Payment Schedule, and shall be approved by the Board of County Commissioners.

All payments to CONTRACTOR shall be made solely from funds collected by CONTRACTOR as set forth in Exhibit B.

III. LIABILITY OF CONTRACTOR

The CONTRACTOR shall pay on behalf of or indemnify and hold harmless the COUNTY, its Commissioners, officers, employees, agents and volunteers from and

2005 OCT 28 AM 9:17
KAREN E. RUSSELL
CLERK OF CIRCUIT COURT
SARASOTA COUNTY, FL
BOARD RECORDS
FILED FOR RECORD

3. **AUTOMOBILE LIABILITY INSURANCE:** including bodily injury and property damage including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000 combined single limit covering all work performed under this Agreement.
4. **ERRORS and OMISSIONS INSURANCE:** with limits of not less than \$1,000,000 for services rendered in accordance with this Agreement. The CONTRACTOR shall maintain such insurance for at least two (2) years from the termination of this Agreement and during this two (2) year period, the CONTRACTOR shall use its best efforts to ensure that there is no change of the retroactive date on this insurance coverage. If there is a change that reduces or restricts the coverage carried during the Agreement, the CONTRACTOR shall notify the Sarasota County's Risk Management Division within thirty (30) days of the change.
5. **FIDELITY BOND:** The CONTRACTOR shall furnish to the COUNTY, prior to the commencement of work hereunder, a Fidelity Bond executed by the CONTRACTOR, and a surety company authorized to do business in the State of Florida and with an A.M. Best rating of "A-" (Excellent) or better, in an amount no less than \$1,000,000, with respect to all of the CONTRACTOR'S employees and subcontractors as may be necessary to protect the COUNTY against losses, including, without limitation, those arising from theft, embezzlement, fraud, or misplacement of funds, money, or documents. CONTRACTOR shall notify the COUNTY in writing thirty (30) calendar days prior to the cancellation of, or termination of, any such coverage. CONTRACTOR shall notify the COUNTY in writing thirty (30) calendar days prior to the filing of a claim under such coverage and to assign to the COUNTY the proceeds of such coverage allocable to losses suffered with respect to the property of the COUNTY.

POLICY FORM

1. All policies required by this contract, with the exception of Errors and Omissions and Workers' Compensation, or unless specific approval is given by Risk Management, are to be written on an occurrence basis, shall name the County of Sarasota, its Commissioners, Officers, Agents, Employees and Volunteers as additional insured as their interest may appear under this Contract. Insurer(s), with the exception of Professional Liability and Workers' Compensation, shall agree to waive all rights of subrogation against the County of Sarasota, its Commissioners, Officers, Agents, Employees or Volunteers.
2. Insurance requirements itemized in this Agreement, and required of the CONTRACTOR, shall be provided on behalf of all subcontractors to cover their operations performed under this Agreement. The CONTRACTOR shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.

(1660 Ringling Boulevard, 3rd Floor, Sarasota, FL 34236) prior to commencement of work AND a minimum of thirty (30) calendar days prior to expiration of the insurance contract, when applicable. Sarasota County Risk Management shall receive all insurance certificates before the CONTRACTOR will be allowed to commence or continue work.

11. Notices of Accidents (occurrences) and Notices of Claims associated with work being performed under this Contract, shall be provided to the CONTRACTOR'S/sub-contractor's insurance company and Sarasota County Risk Management as soon as practicable after notice to the insured.

V. RESPONSIBILITIES OF THE CONTRACTOR

- A. The CONTRACTOR shall be responsible for the professional quality, technical accuracy, and the coordination of all reports, designs, specifications, other documents and data used or produced by or at the behest of the CONTRACTOR under this Agreement. The CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in its reports, designs, specifications, other documents and data.
- B. If the CONTRACTOR is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- C. The CONTRACTOR warrants that he has not employed or retained any company or person (other than a bona fide employee working solely for the CONTRACTOR), to solicit or secure this Agreement and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the CONTRACTOR; any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
- D. The CONTRACTOR covenants and agrees that it and its employees shall be bound by the Standards of Conduct of the Florida Statutes, Chapter 112.313, as it relates to work performed under this Agreement. The CONTRACTOR agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.
- E. Prior to entering into this Agreement, the CONTRACTOR shall file a sworn statement with the COUNTY as described for Public Entity Crimes of the Florida Statutes, Chapter 287.133, and the CONTRACTOR shall thereafter comply with Florida Statutes concerning such activities.
- F. The CONTRACTOR shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- G. The CONTRACTOR shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Agreement which shall be available

VIII. OBLIGATIONS OF COUNTY

- A. The COUNTY'S Administrative Agent is designated to serve as project coordinator and shall administer the terms and conditions of this Agreement. The responsibilities of the COUNTY'S Administrative Agent shall include:
1. Examination of all reports, sketches, drawings, estimates, proposals, and other documents presented by the CONTRACTOR, and render in writing, decisions pertaining thereto within a reasonable time.
 2. Transmission of instructions, receipt of information, interpretation and definition of COUNTY policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement.
 3. Review for approval or rejection all of the CONTRACTOR'S documents and payment requests.
- B. The COUNTY shall, upon request, furnish the CONTRACTOR with all existing data, plans, studies and other information in the COUNTY'S possession which may be useful in connection with the work of this Project, all of which shall be and remain the property of the COUNTY and shall be returned to the COUNTY'S Administrative Agent upon completion of the services to be performed by the CONTRACTOR.
- C. The COUNTY'S Administrative Agent shall conduct periodic reviews of the work of the CONTRACTOR necessary, for the completion of the CONTRACTOR'S services during the period of this Agreement and may make other COUNTY personnel available, where required and necessary to assist the CONTRACTOR. The availability and necessity of said personnel to assist the CONTRACTOR shall be determined solely within the discretion of the COUNTY.
- D. The COUNTY'S Administrative Agent shall have the authority to transfer funds among the tasks and sub-tasks in Exhibit A, Scope of Services, when, in the sole opinion of said Agent, such transfers are appropriate.
- E. The COUNTY shall not provide any services to the CONTRACTOR in connection with any claim brought on behalf of or against the CONTRACTOR.

IX. TERMINATION

- A. The COUNTY shall have the right at any time upon thirty (30) calendar days written notice to the CONTRACTOR to terminate the services of the CONTRACTOR and, in that event, the CONTRACTOR shall cease work and shall deliver to the COUNTY all documents, (including reports, designs, specifications, and all other data) prepared or obtained by the CONTRACTOR in connection with its services. The COUNTY shall, upon receipt of the aforesaid documents, pay to the CONTRACTOR and the CONTRACTOR shall accept as full payment for its services, a sum of money equal to (1) the fee for each completed and accepted task or sub-task as shown in Exhibit A, Scope of Services, plus (2) the percentage of the work completed in any commenced but uncompleted task or sub-task, less (3) all

Pompano Beach, FL 33062-4945

Sarasota, FL 34236

TELEPHONE: (954) 942-0917 Ext. 18
FAX: (954) 782-8143

TELEPHONE: (941) 861-5140
FAX: (941) 861-5593

F. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

IN WITNESS WHEREOF, the parties have executed the Agreement as of the date first above written.

WITNESS: *Ando JB*

CONTRACTOR:

Fisher Auction Co., Inc.

BY: *Lamar P. Fisher*
Lamar P. Fisher

ITS: President

DATE: 10-17-05

BOARD OF COUNTY COMMISSIONERS
of SARASOTA COUNTY, FLORIDA

BY: *Gene A. Mercer*
CHAIRMAN

DATE: 10/25/05

ATTEST:
KAREN E. RUSHING, Clerk of the Circuit Court and
Ex-Officio Clerk of the Board of COUNTY Commissioners

BY: *Michelle Argo*
DEPUTY CLERK

Approved as to form and correctness:

BY: *Steph S. Miller*
COUNTY ATTORNEY

SCOPE of SERVICES
REAL ESTATE AUCTION SERVICES

The overall objective of this contract is to secure auction services related to the disposition of certain escheated properties located in the City of North Port, Sarasota County, Florida and provide such services as enumerated. This scope of services required for the provision of REAL ESTATE AUCTION SERVICES includes, but is not limited to, factors as follows:

- 1.0 Quality Control of Marketing Plan.
- 2.0 Compile, Package and Distribute Due Diligence Materials
- 3.0 Create and Implement an Effective Advertising and Marketing Program
 - ✓ 3.1 Combined Media Advertising
 - 3.1.1 Print / Electronic
 - 3.1.2 Radio and Television
 - ✓ 3.2 Advance Notice Campaign
 - ✓ 3.3 Internet
 - ✓ 3.4 Property Signage
 - ✓ 3.5 Auction Brochure
 - ✓ 3.6 Public Relations Campaign
- 4.0 Tracking
- 5.0 Create and Implement Effective Call Back Program
- 6.0 Bidder / Broker Seminar
- 7.0 Bidder Registration Process
- 8.0 Implement a Property Tour Plan
- 9.0 Pre sale Sales Program
10. Staff and Implement all Auction Day
11. Auction Day Activities
12. The Closing Room
13. Coordinate All Post-Auction Tracking and Activity
14. Brokerage Cooperation
15. Reporting Documents
16. Auction Sales Center
17. Foreign Language Ability
18. Tasks to be Accomplished

The Auction Marketing Plan will be developed and conducted in such a manner as to ensure that both the Presale Sales Program and Live Auction are accorded an equal level of attention with regard to marketing and advertising efforts. This approach will enhance the public's perception of Sarasota County and the City of North Port as efficient liquidators of real estate assets at the highest return possible. The Contractor will endeavor to provide maximum exposure of the properties to qualified bidders and Florida Licensed Real Estate Brokers, "brokers", and in a manner least disruptive of the local market.

Once the due diligence compilation is complete, the Contractor will forward their Opinion of Value on the project indicating any negative impact on value or marketability which may exist.

The Contractor will compile and reproduce Property Information for distribution to all interested bidders and brokers in hard copy and CD format. The Property Information packages must contain substantially all the information a prospective bidder requires to make an informed decision. The Contractor shall establish a local Auction Office/Sales Center in the City of North Port of sufficient size to stage the auction marketing effort or such other site as acceptable to County/City. The Auction Office/Sales Center will allow bidders and brokers easy access to Property Information Packages and Contractor staff. Contractor staff shall be available and able to answer specific property questions.

The Contractor shall utilize the following three methods of delivering property information and packages to prospective bidders and brokers.

- (1) Provide a condensed Executive Summary of the properties that Contractor can easily send by fax or mail at no charge to the bidder/broker.
- (2) Provide Property Information Packages in its Auction Office/Sales Center that bidders and brokers can review.
- (3) The Contractor will send out full Property Information Packages to bidders and brokers upon request. Contractor will charge the requesting party a fee per package to defray production and mailing costs. These parties will be able to pay by cash, check or major credit card.

Prospects desiring property data may request full Property Information Packages by:

- Calling the contact person listed in the Auction Brochure
- Contacting or Visiting the Auction Office/Sales Center.
- Completing the Property Information Package order form located on the web site

These requests shall be filled within the same business day as received and registered on the computerized tracking system.

Prior to the beginning of the 60 day marketing period, Contractor will have a showing of the Auction Office/Sales Center to allow Sarasota County / City of North Port input into this sales effort. At this showing, the Contractor will present to Sarasota County / City of North Port the Auction Brochure, property information packages, property market analysis and all other materials being used in the Auction Event.

3.0 Create and Implement an Effective Advertising and Marketing Program

The advertising strategy of this important auction event will revolve around the following elements.

- Combined Media Advertising
 - Print

Contractor will upload the Auction Event information onto their web site with links to all major Industry Trade web sites and the Sarasota County / City of North Port's P.S.A. page(s). Potential bidders and brokers will be invited to contact Contractor for more information and place online offers during the presale phase and also bid online at the live Auction. Additionally, Contractor will send eblast notification of the auction event every 10 business days during the presale marketing period to over 600,000 opt in portal / distribution channels of real estate entities / individuals.

3.4 Property Signage

As property signage is vitally important to access by the local investor and brokerage segments, Contractor shall meet with County/City staff and develop a detailed signage plan for the sales area to ensure highly visible signage placed in strategic locations to maximize access to properties and meeting the necessary road speed criteria and in full compliance with governing regulations. This plan shall be approved by the County and City prior to Contractor proceeding with lot showings. In addition, Contractor and local brokerage staff will randomly inspect signage during the auction marketing period to assure signage is not removed prior to the Auction. Any signs removed will be immediately replaced by the inspecting Contractor / local agent. Contractor shall ensure that all signage is removed by brokers from the properties within thirty (30) days after completion of the auction event.

3.5 Auction Brochure

For the Sarasota County / City of North Port's Auction Marketing Program, Contractor shall develop a high quality, four-color Auction Brochure, featuring color photographs and primary information about the properties and the salient terms of the sale. This brochure includes: date, time and location of the bidder and broker "How to Bid" Seminar and Auction, broker participation rules, registration forms, property descriptions, location maps, and directions. Additionally, the properties will have Contractor's local broker contact listed with a telephone number for immediate responses to additional buyer's questions. These brochures will be available at a minimum of forty-five (45) days in advance of the Auction date and shall be mailed the same business day of request. The Auction Brochure will be subject to the Sarasota County / City of North Port's approval, and will have the Sarasota County and City of North Port "logos" prominently displayed.

3.6 Public Relations Campaign

Contractor shall provide for distribution of pre-approved press releases, news articles and radio / television releases to all newspapers, television, and radio stations in each market area of the Auction Event. All press releases will be subject to the County / City approval. In addition, Contractor will send Sarasota County / City of North Port weekly reports, detailing all responses to its Public Relations Campaign.

money deposit than the bidder registration deposit, the purchaser will deposit the balance of the earnest money to Contractor's subcontracted Title Company in the form of a personal check. Only parties who are able to present the required good faith bid deposit in the form of a cashier's check, as published in the Auction Brochure, will be allowed to bid at the Auction. Contractor shall develop a document entitled "General Terms and Conditions of Sale" that includes at a minimum the information contained in the sample document provided in Contractors proposal response.

8.0 Implement a Property Tour Plan

Contractor shall inspect the properties, become familiar with them and make arrangements for the properties to be shown on scheduled days, dates and times beginning four weeks prior to the Auction. At each property tour, Property Information Packages (PIP's) will be available for review. Contractor and their representatives shall show the properties upon request and see that potential buyers get answers to their questions. The Contractor and their representatives shall be able to speak knowledgeably regarding the properties, their condition, the immediate market area and general market conditions. Records will be maintained regarding each prospective purchaser attending a guided property tour. These records will enable Contractor to determine interest in the properties and identify specific concerns and objections. An executed Preview Release of Liability form indemnifying the County/City will be required from each bidder / broker prior to taking the guided property tour. All interested prospects will also be encouraged to drive by the properties at their own convenience and risk.

9.0 Presale Sales Program

The Contractor shall conduct a presale sales program to provide opportunity and fair equality for interested prospects prior to the Auction. The presale campaign will allow for offers to be submitted and contracts accepted for thirty (30) days on those properties meeting and / or exceeding the established minimum bids. Offers may be submitted at Contractor's local information sales office, online with Contractor's "Online Ring Lots" software program and other appropriate formats for submitting offers. Those properties with acceptable offers will be removed from the inventory and not be included in the live Auction. The Contractor shall conduct the presale sales program so as to further identify market interest; assist in determining the blue print for a successful live Auction and allow interested prospects interested in only one or a few select properties to secure properties of their choice prior to the Auction. Contractor will place sufficient emphasis on the presale sales program as a means of disposing of as many lots as possible prior to the live Auction event. Contractor shall market and advertise the presale sales event with an equal high degree of emphasis as is contemplated for the live Auction.

10. Staff and Implement all Auction Day Activities

- Sign the combined Purchase and Sale Agreement instructions forms.
- Endorse the required good faith bid deposit cashier's check to the Title Company and provide a check for the balance of the deposit amount if needed.
- Meet with appropriate closing staff for scheduling a preliminary closing date.

13. Coordinate all Post-Auction Tracking and Activity

In addition, to maintaining close contact with the County / City during the closing period, the Contractor shall also generate a comprehensive, computerized closing status report each week to be sent to the County / City. Working with all parties to the transaction, the Contractor shall closely monitor the closing coordinators who are responsible for identifying problems and finding solutions in an effort to close the properties as quickly as possible following the sale.

14. Brokerage Cooperation

The Contractor shall undertake efforts to actively involve as many of the local real estate brokers as possible to provide the maximum exposure necessary for a successful auction. Participating brokers will receive a commission under the auction broker participation guidelines of soliciting and registering buyers who bid and close on a property. To achieve this participation, the following strategies will be used:

- A cooperating brokerage fee of 3% will be paid at closing.
- The advertising program will indicate this fee and that active broker participation is encouraged. It will further indicate this policy to those buyers who choose to work with a broker.
- The Advance Notice Campaign, as previously described, will put the Auction information in the local, national and international broker's offices containing information about the properties and how they may earn a commission.
- The Bidder/Broker Seminar will explain to the brokers how to participate in the auction process.
- A broker registration program will be instituted to protect the brokers. The prospect will be required to register the broker. These registrations will be tracked on the Contractor's computer system in the following manner:
 - Broker Name/Signature/Email
 - Tax I.D./S.S. Number
 - Broker's Real Estate License Number
 - Broker's Company Name
 - Client's Name/Address/Phone/Email
 - Broker's Address
 - Client's Signature
 - Date of Registration

This report will be readily available to provide to the County / City the day of the sale. All registered bidders will be known and this will allow for the proper checks and balances to

- All post-auction activities, including, but not limited to, copies of all advertisements and all press releases, and a publicity compilation identifying all known publicity obtained.

16. Auction Sales Center

The Contractor shall staff and have a fully operational office within the City of North Port as Contractor's Auction Sales Center beginning seventy-five (75) days prior to the Presale Sales Program and Auction. This office in the City of North Port shall be designed to have prospects walk into the offices and pick up brochures, Property Information Packages (PIPs), and/or talk to knowledgeable licensed real estate personnel who can assist them with questions about the properties and the Auction process. The office shall be staffed Monday through Saturday from 10:00 A.M. to 5 P.M. local time and Sunday from 1:00 P.M. to 5:00 P.M. and highlighted in the Auction Brochure.

The Corporate Offices of Contractor located at 2745 East Atlantic Boulevard, Suite 200, Pompano Beach, Florida will continue to compile property information, lay-out the brochure, prepare/print PIPs and serve as the liaison to the County / City of North Port Offices.

17. Foreign Language Ability

The Contractor shall possess a foreign language capacity 1) in its Corporate Office, 2) in the use of its "800" operator service and 3) at the auction bidding site itself. Additionally, the Contractor shall utilize other real estate offices to further assist in that goal of maximizing communications. The Contractor shall be required to determine whether the properties are located in an area where there is a significant non-English speaking population, (e.g. Spanish, Ukranian, etc.), and enlist the assistance of local brokers to ensure the availability of several staff with specific foreign language abilities.

18. Tasks to be Accomplished

TASKS TO BE ACCOMPLISHED**CONTRACTOR/SUBCONTRACTOR
ASSIGNED TO PERFORM****1) Preparation for Presales/Auction**

- a. Ordering Owner and Encumbrance (O&E) Title Reports for the 2100 +/- identified parcels.
- b. Review of the O & E Title Reports for Sale and Marketability.

Watson Title

Watson Title/The Urban Group

TASKS TO BE ACCOMPLISHED

**CONTRACTOR/SUBCONTRACTOR
ASSIGNED TO PERFORM**

- | | |
|---|---|
| n. Set up 800-toll free automated phone for 24/7 information. | Fisher Auction Co., Inc./The Urban Group/Estate Brokers of Florida |
| o. Implement an aggressive proactive Public Relations campaign. | Fisher Auction Co., Inc. / Creative Marketing Specialists, Inc. / North Port-Sarasota County |
| p. Select Presale Headquarters location and auction site for auction. | Fisher Auction Co., Inc./Estate Brokers of Florida/Online Ringman/The Urban Group/Watson Title/North Port-Sarasota County |
| q. Print the Property Information Packages for distribution to interested prospects. | Fisher Auction Co., Inc./The Urban Group/Estate Brokers of Florida |
| r. Conduct a broker / buyer seminar on "How to participate and earn commissions". | Fisher Auction Co., Inc. / The Urban Group / Watson Title/Estate Brokers of Florida/North Port-Sarasota County |
| s. Development Frequently Asked Questions and Answers, Broker Registration form, Absentee Bid form, Property Information Package order form, Disclaimers. | Fisher Auction Co., Inc. |
| t. Report all tracking processes and responses to the marketing campaign. | Fisher Auction Co., Inc. |
| u. Meet with City of North Port-Sarasota County for regular updates. | Fisher Auction Co., Inc. / Watson Title / The Urban Group/Estate Brokers of Florida/North Port-Sarasota County |
| v. Invoice for expenses to date. | Fisher Auction Co., Inc. |

2) Conduct Presale and Auction / Day Activities

- | | |
|--|--|
| a. Post available properties for presales and award acceptable contracts/collect escrow/set closings | Fisher Auction Co., Inc./Estate Brokers of Florida/Online Ringman/Watson Title/The Urban Group |
| b. Register all bidders (online and live) with certified funds for the live auction event. | Fisher Auction Co., Inc./Estate Brokers of Florida/Online Ringman |
| c. Test all audio / visual equipment. | Fisher Auction Co., Inc./Online Ringman |
| d. Contract with entertainment and security for the event. | Fisher Auction Co., Inc. |
| e. Meet with Press in attendance | Fisher Auction Co., Inc. / North Port-Sarasota County/Creative Marketing Specialists, Inc. |

EXHIBIT B

PAYMENT SCHEDULE REAL ESTATE AUCTION SERVICES

The following addresses issues related to the financial reporting obligations and payment of the Contractor for real estate auction services provided under this contract. The unique nature of this undertaking requires that all elements of Contractor payment be strictly observed. The Contractor shall develop a written plan detailing the process to be followed for the submission and processing of all documents necessary for the County to perform its due diligence and fiduciary responsibility. Upon approval of this contract, Contractor shall immediately coordinate with the County's Office of Financial Planning and Clerk's Office of Finance to establish an approved fiscal process to be followed.

Nature of Payment and Transactions: The nature of the transactions for the sale of the properties will treat payment to Contractor as one of the several payments due at closing with the exception of any payments due Contractor that are based on incentives per Attachment B-1 to this Exhibit. Such incentive payments, if any, will be remitted to Contractor following final reconciliation after sale of all lots.

Marketing and Advertising: Contractor shall carry out a marketing and advertising program as set forth in Exhibit A, Scope of Services. County hereby commits to pay for certain marketing and advertising expenses as more fully set forth in Attachment B-2. These expenses shall not exceed \$209,950. Contractor agrees to provide the necessary operating capital to provide advance payment for these goods and services and obtain reimbursement from County based on actual expenditures supported by receipts. County shall provide reimbursement solely from sale revenue for incurred expenses made in accordance with Attachment B-2. In the event that County directs Contractor to discontinue the sale, County shall reimburse Contractor for expenses incurred prior to such sales event being cancelled to the limit of the commitment in Attachment B-2.

Buyers Premium: Registered Buyers that are successful bidders will be required to submit, along with their payment for their bid price, an amount equal to six percent (6%) of the bid price to be placed in escrow. Such funds, along with sales proceeds, shall be the source of funds to pay all County costs owed as a consequence the sale. Such costs shall include: Contractor services fixed flat rate per lot, contractor incentive payment per Attachment B-1, registered real estate broker premium (3%), marketing and advertising costs per Attachment B-2, and County's share of closing costs. No other costs shall be payable unless expressly authorized in writing by County.

Additional Services: Upon written request by County, additional services may be provided by Contractor at a agreed upon hourly rate not to exceed \$126.00 per hour, .per person for appraisal, environmental and due diligence consultation services. Such additional services shall be approved in writing by the County's Administrative Agent. Costs incurred will be paid solely from sale proceeds.

**REAL ESTATE AUCTION SERVICES
PAYMENT FOR SERVICES RENDERED**

Base Payment Amount: The Contractor shall be paid a Fixed Flat Rate of \$489.00 per lot applied to all lots that are sold and closed. This fee shall be treated as part of closing costs and remitted to Contractor at closing. No base payment to the Contractor shall be made except upon a satisfactory closing of the property sale.

Incentive Payment: In order to recognize and reward Contractors extraordinary effort to maximize the sales revenue of the properties sold, an incentive payment shall be earned as set forth below. Such payment shall not be treated as a transaction closing cost but rather shall be determined at the close of the sale proceedings following final reconciliation and disposition of all properties. Such incentive payment will be a single payment, based upon excess revenues above the established total base value described below, calculated in the aggregate.

In order for Contractor to be eligible for an incentive payment, Contractor shall be required to dispose of the entire inventory of escheated lots. For the purposes of payment of an incentive, such incentive payment shall be defined as the amount of one and one-quarter percent (1.25%) of all revenue realized above \$46,200,000 for all lots in inventory sold and closed. The total base sales value shall be deemed to be \$46,200,000. No incentive payment shall be due Contractor unless and until all lots in the inventory have been sold and closed and the total base sales value threshold of \$46,200,000 has been attained pursuant to this contract.

If earned, this incentive payment shall be paid in addition to the Flat Fee Rate of \$489.00 per lot sold and closed.

**REAL ESTATE AUCTION SERVICES
MARKETING AND ADVERTISING CAMPAIGN BUDGET**

<u>PRE-SALE SALES PROGRAM ADVERTISING</u>	\$20,000.00
Thirty day pre-sale sales campaign including Kick off Event/Reception Photography, Direct Mail Printing, Postage, Mailing Lists, Teaser Ads, Virtual Tour, Sales Packages w/contract, Broker / Buyer Seminar, etc.	
<u>INTERNATIONAL / NATIONAL NEWSPAPERS</u>	\$37,500.00
-Wall Street Journal Global -International Herald Tribune -New York Times -Florida Journal (German Edition-Distributed in Germany/Austria/Switzerland/The Netherlands/Luxemburg)	
<u>REGIONAL / LOCAL AREA NEWSPAPERS</u>	\$20,000.00
-Wall Street Journal (Florida Region) -Chicago Tribune -Sarasota Herald Tribune -North Port Sun -Charlotte Sun Herald -Ft. Myers News Press -Naples Daily News -St. Pete Times -Tampa Tribune -Miami Herald -Palm Beach Post -Ft. Lauderdale Sun Sentinel	
<u>REAL ESTATE TRADE JOURNALS</u>	\$12,500.00
-Southeast Real Estate Business -Heartland Real Estate Business -Sanibel/Captiva Coastal Homes Magazine -Harmon Homes Magazine -Homes & Land -Florida Real Estate Journal	
<u>BROADCAST / RADIO ADVERTISING</u>	\$12,500.00
Advertising on numerous radio stations in the Market Area	
<u>SPECIALTY PUBLICATIONS/INFLIGHT MAGAZINES (subject to deadlines)</u>	\$20,500.00
Continental Airlines In-flight Promo Video 48,000 flights and In-flight Magazine LTU International Airways German Language Magazine distributed aboard flights from Duesseldorf to Ft. Myers. Swiss Air German Magazine distributed aboard flights from Zurich to Miami	
<u>INTERNET ADVERTISING</u>	\$ 5,000.00
Advertising on numerous Industry Trade Websites and Email blasts	
<u>DIRECT MAIL</u>	\$ 4,500.00
Auction Brochure 5,000 quantity; 8.5 x 11 full color brochures with photographs. Printed on 100 lb. Coated enamel paper; mailed flat	

**REAL ESTATE AUCTION SERVICES
PROJECT TIMELINE**

<i>Major Event Activities</i>		Responsible Entity	Start Date	Completed ✓
1.	Contract Approved / Begin Project	NPSC	10/26/05	
2.	Compile, Package & Distribute Due Diligence Materials	NPSC/FAC/WT/EBF	10/27/05	
3.	Submit Reporting Documents	FAC/WT/EBF	11/2/05	
4.	Create & Implement an Effective Advertising & Marketing Campaign	FAC/CMS	11/8/05	
5.	Public Relations Campaign	NPSC/FAC/CMS	11/9/05	
6.	Emphasize Broker Cooperation at Area Sales Meetings	FAC/EBF	11/15/05	
7.	Property Signage Installed	NPSC/FAC/EBF/TUG	11/21/05	
8.	Tracking of Responses to Marketing Plan	FAC/EBF	12/7/05	
9.	Auction Sales Center Open	FAC/EBF/TUG/WT	12/12/05	
10.	Presale / Auction Brochure Printed / Mailed	FAC/CMS	12/17/05	
11.	Presale Bidder Registration	FAC/EBF	12/27/05	
12.	Implement Property Tour Plan	EBF/FAC	1/2/06	
13.	Presale Sales Program	OLR/FAC/EBF/WT	1/3/06	
14.	Follow-up Telemarketing to Inquiries	FAC/EBT	1/4/06	
15.	Closings	WT/FAC/EBF/TUG/NPSC	1/25/06	
16.	Bidder / Broker Seminar	NPSC/FAC/EBF/WT/TUG	1/31/06	
17.	Staff Conduct all Live Auction Day & Closing Room Activities	FAC/EBF/WT/TUG/OLR	2/11/06	
18.	Coordinate all Post Auction Tracking	WT/FAC/EBF/TUG	2/12/06	

IMPORTANT NOTE: *This timeline represents those dates Contractor reasonably expects to start proposed events. Such dates are subject to modification with the approval of County/City due their ongoing evaluation of program implementation factors, where such modifications will result in an improved outcome.*

Legend:

NPSC - City of North Port – Sarasota County
 FAC - Fisher Auction Co., Inc.
 WT - Watson Title
 TUG - The Urban Group
 EBF - Estate Brokers of Florida
 OLR - Online Ringman
 CMS - Creative Marketing Specialists, Inc.