



Contra Costa School of Performing Arts

Special Board Meeting

Date and Time

Wednesday February 5, 2025 at 5:00 PM PST

Location

Virtual <https://meet.google.com/nkf-yvbi-bxv>

The public may address the Board regarding any item within the jurisdiction of the Board of Directors of ChartHouse Public Schools. To ensure an orderly meeting and an equal opportunity for each speaker, persons wishing to address the Board must fill out a speaker's card. Cards should be turned into the Board Chair/Vice Chairperson prior to the Call to Order. Speakers will be given three minutes for items on the agenda, and two minutes for items not on the agenda. When translation services are utilized to support the participation of a primary Speaker, the translator will be afforded the same duration of time as the primary Speaker. Time may not be yielded to other speakers. In compliance with the Brown Act, the Board may listen to comments from speakers and provide direction to staff, but may not engage in discussion or take action on items that are not already on the agenda.

All Board agendas and minutes will be published at cocospa.org. Any disclosable public records related to an open session Board meeting agenda item and distributed by staff to a majority of the Board of Directors shall be available for public inspection.

The Board of Directors will provide reasonable accommodations for persons with disabilities planning to attend Board meetings so long as notice is provided at least one hour prior to the start of the meeting by contacting the Executive Director's Office at (925) 235-1130.

Board meeting will be held virtually.

*Adding a zoom location per Brown Act, each member attending via zoom will post the agenda in their window, announce their address, and announce if there is anyone over the age of 18 attending with them.

2220 Piedmont Avenue
Berkeley, CA 94720

2125 Ahnieta Drive
Pleasant Hill, CA 94523

4040 Hope Avenue
Concord, CA 94521

1719 West Street
Concord, CA 94521

505 Allegheny Dr
Walnut Creek, CA 94598

4229 20th Street
San Francisco, CA 94114

2121 Chicory Drive
Oakley, CA 94561

2730 Mitchell Drive
Walnut Creek, CA 94598

Agenda

	Purpose	Presenter	Time
I. Opening Items			5:00 PM
Opening Items			
A. Call the Meeting to Order		Heather Vega	
B. Record Attendance		Heather Vega	1 m
C. Establishment of Quorum		Heather Vega	1 m

	Purpose	Presenter	Time
D. Agenda Review and Adoption	Vote	Heather Vega	1 m
<p>The Board will review the agenda and adopt as presented or take action to change the order of items.</p>			
II. PUBLIC COMMENTS			5:03 PM
<p>The public may address the Board regarding any item within the jurisdiction of the Board of Directors of ChartHouse Public Schools. To ensure an orderly meeting and an equal opportunity for each speaker, persons wishing to address the Board must fill out a speaker's card. Cards should be turned into the Board Chair/Vice Chairperson prior to the Call to Order.</p> <p>Speakers will be given three (3) minutes for items <i>on</i> the agenda, and two (2) minutes for items <i>not</i> on the agenda. When translation services are utilized to support the participation of a primary Speaker, the translator will be afforded the same duration of time as the primary Speaker. Time may not be yielded to other speakers. In compliance with the Brown Act, the Board may listen to comments from speakers and provide direction to staff, but may not engage in discussion or take action on items that are not already on the agenda.</p>			
A. Items on the Agenda		Heather Vega	2 m
III. New Business			5:05 PM
A. Real Estate Agreement	Vote	Heather Vega	20 m
<p>Review and vote on listing agreement.</p>			
IV. Governance			5:25 PM
A. Board Assignment	Vote	Heather Vega	5 m
<p>Appointment of Secretary which is needed for our Statement of Information. In California a business's annual report is called the Statement of Information. It's a required filing that keeps the state updated with information about participants in the company. It must be filed on time, and the penalty for being late is hefty: \$250, versus the filing fee of up to \$25.</p>			
V. Closing Items			5:30 PM
A. Adjourn Meeting		Heather Vega	

Coversheet

Real Estate Agreement

Section: III. New Business
Item: A. Real Estate Agreement
Purpose: Vote
Submitted by:
Related Material:
2730 Mitchel Dr Exclusive Sale and Lease Listing Agreement Form-24 (YMC edits) (4928-8722-613
5.v2).docx.pdf



EXCLUSIVE RIGHT AGREEMENT (LEASE AND/OR SALE)

THIS EXCLUSIVE RIGHT AGREEMENT (the “**Agreement**”) is entered into on Insert Date (the “**Effective Date**”) by and between Colliers Parrish International, Inc., a California corporation (“**Colliers**”) and Insert Client Legal Entity (“**Owner**”).

1. **Colliers as Exclusive Selling and Leasing Agent.** Commencing on the Effective Date and continuing through **Insert Termination Date** (the “**Term**”) Owner hereby appoints Colliers as sole and exclusive agent granted with the exclusive right to lease (including any lease, assignment, or other occupancy agreement) and/or sell (including any sale, sale/leaseback, net or ground lease or any other non-Lease transfer) all or any portion of the real property commonly known as and located at **Insert Property Address**, as outlined on Exhibit A, attached hereto and made a part hereof, with all improvements now or hereafter made on or to the real property (the “**Property**”). Owner agrees to promptly disclose to Colliers any personal property to be included in the sale and/or lease. Owner authorizes Colliers to insert or correct the legal description over Owner’s signature.

2. **Terms.**
 - a. **Terms of Sale.** The offering price of the Property shall be **Insert Desired Sale Price - TBD OK Dollars** (\$), or any other price acceptable to Owner, which shall be payable, at the option of the purchaser, in cash or cash and assumption of any existing assumable loan. Any offer to purchase the Property may contain normal and customary contingencies such as the purchaser’s approval of a preliminary title report, survey, soils test, feasibility study and existing leases. The purchaser shall take possession of the Property on the closing date. Other terms include the following:

 - b. **Terms of Lease.** The terms of all leases shall be subject to Owner’s approval.

3. **Negotiations and Cooperation.** All communications, inquiries and offers which Owner receives in connection with the Property shall be promptly referred to Colliers and all negotiations shall be conducted solely by Colliers or under its direction. Owner shall cooperate fully with Colliers and shall provide Colliers access to the Property at all reasonable times.

4. **Advertising.** Unless expressly agreed otherwise in writing, Colliers is authorized to publish this listing with an online listing site such as CoStar, MLS, etc., (each, an “**O.L.S**”) and otherwise advertise the Property and prepare and/or secure plans of the Property, subject to Owner’s approval and at Owner’s expense. The cost of brochures and other advertising materials approved by Owner shall be paid by Owner, except that the costs of industry-standard single-page advertising flyers prepared by Colliers shall be paid by Colliers. Colliers shall have the right to place signs advertising the Property for sale or lease on the Property at Colliers’ expense. Owner understands and agrees that the information contained in this Agreement or otherwise given to the O.L.S becomes the property of the O.L.S, is not confidential, and will be available to third parties, including prospective purchasers, other members of the O.L.S who do not represent Owner and who may represent prospective purchasers and/or tenants, and other parties granted access to such listing information.

5. **Cooperation with Other Brokers.** Owner understands and agrees that Colliers may, when appropriate, solicit the cooperation of other real estate brokers licensed by the State of California (each, an “**Outside Broker**”) and, regardless of whether the Outside Broker is the broker of the purchaser or tenant, Owner, neither or both, Colliers may share any commissions that are received by Colliers under the terms of this Agreement. Colliers shall have no liability or responsibility to such Outside Broker unless and until Colliers receives the Outside Broker’s commission. For purposes of this Agreement, any broker or salesperson associated with Colliers other than the Listing Agent(s) (defined below) which procures a prospect shall be treated as an Outside Broker.

6. **Extension.** If during the Term or Pending Period (defined below) of this Agreement, an escrow is opened or negotiations involving the sale, transfer, conveyance, or leasing of the Property have commenced or are



continuing, then the Term or Pending Period, as applicable, shall be extended through the earlier of either the termination of such negotiations or the consummation of such transaction.

7. **Commissions.** With respect to a sale of the Property, Owner hereby agrees to pay a commission to Colliers in an amount equal to **Insert Sale Commission Percentage percent** (%) of the gross purchase price or other consideration (including without limitation any existing mortgage that is assumed) pursuant to the payment provisions set forth in Section 8 of this Agreement. With respect to a lease of all or any portion of the Property, Owner hereby agrees to pay a commission or commissions in accordance with the Schedule of Commissions set forth on Exhibit B, attached hereto and made a part hereof. Colliers shall earn a commission upon the occurrence of any of the following events:

- a. During the Term (i) Owner enters into an agreement to lease all or any portion of the Property to a tenant procured by Colliers, Owner, an Outside Broker or any other person or entity; (ii) Colliers, Owner, an Outside Broker or any other person or entity procures a purchaser who is ready, willing and able to purchase the Property on the terms set forth in Section 2 hereof, or on any other terms acceptable to Owner; (iii) Owner enters into any other contract to sell, transfer, convey, or otherwise exchange the Property or any interest therein or grants an option to purchase the Property to any person or entity procured by Colliers, Owner, an Outside Broker or any other person or entity; or (iv) Owner withdraws the Property from the market, makes the Property unmarketable, fails to cooperate with Colliers pursuant to Section 3 of this Agreement, or otherwise prevents Colliers from selling the Property, in which event Owner shall be deemed to have sold the Property for the price set forth in Section 2;
- b. Owner either (i) enters into an agreement to lease or negotiations commence and lead to execution of a lease of all or any portion of the Property within one hundred eighty (180) days after expiration of the Term (the “**Pending Period**”) to a tenant to whom such lease was submitted by Colliers, Owner, an Outside Broker, or any other person or entity during the Term, or to whom the Property was shown or a proposal for lease was tendered by Colliers, Owner, an Outside Broker, or any other person or entity during the Term, or (ii) Owner enters into any contract to sell, transfer, convey, or otherwise exchange the Property or any interest therein or Owner grants an option to purchase the Property; or negotiations commence and continue leading to the sale or exchange of, or an option to purchase, the Property or any interest therein during the Pending Period to any person or entity to whom Colliers submitted information regarding the availability of the Property for sale or with whom Colliers negotiated or discussed potential terms of such a sale, or any person or entity who submitted to Owner through Colliers a written offer to purchase the Property, and such sale is subsequently closed. The identity of such persons may but need not be conclusively established by mailing a list of such persons or entities to Owner within thirty (30) days after the expiration date of the Term; or
- c. During the Term, Owner receives notice that an entity having the power of condemnation has condemned or intends to condemn all or a substantial portion of the Property; provided, all or a substantial portion of the Property is thereafter conveyed to or condemned by such entity either during or after the Term.

8. **Payment of Commissions.** Any commission earned pursuant to Section 7 shall be due and payable on or before the earlier of:

- a. if the commission is earned with respect to a sale, transfer, conveyance or exchange of the Property or any interest therein, the commission shall be paid in full in wired, certified, or bank funds from escrow upon the closing of such sale, transfer, conveyance or exchange of the Property or any interest therein;
- b. if the commission is earned with respect to a lease of all or any portion of the Property, the commission shall be paid as follows: (i) fifty percent (50%) upon the execution of the lease, and (ii) fifty percent (50%) upon the commencement of the term of the lease;
- c. if the commission is earned with respect to an option to purchase the Property, then **Insert Commission - may be different than above percent** (%) of each option payment on the date such payment is due and a commission calculated as set forth in Section 7 above in full in wired, certified, or bank funds from escrow upon the closing of such sale, transfer, conveyance or exchange described in the option;



- d. the date upon which Owner first acts or fails to act, which act or omission delays or prevents a closing, sale, lease or exchange of the Property for which Colliers would be entitled to receive a commission;
- e. the date upon which Owner withdraws the Property from the market, makes the Property unmarketable or fails to cooperate with Colliers pursuant to Section 3 of this Agreement, or otherwise prevents Colliers from selling the Property; or
- f. the date upon which Owner transfers or contracts to transfer any portion of the Property to any other person or entity, other than by sale, exchange or lease.

Owner agrees that the Property is commercial real estate and that this Agreement may be recorded pursuant to the applicable commercial real estate broker lien laws.

9. **Agency/Dual Agency.** Owner authorizes Colliers to appoint **Insert Name(s) of Broker Team** to act as Owner's listing agent(s) (the "**Listing Agent(s)**"). It is understood and agreed that this Agreement creates an agency relationship with Listing Agent(s) and Colliers only, not with any other salespersons or brokers employed by or associated with Colliers; provided, Owner authorizes Colliers to appoint other salespersons or brokers employed by or associated with Colliers as subagents to act on Owner's behalf as and when needed, at Colliers' sole discretion. Any broker or salesperson other than Listing Agent(s) will not be representing Owner and may represent the purchaser/lessee. Accordingly, for purposes of this Agreement, "Colliers" means Listing Agent(s), including any subagents, and Listing Agent's Broker, Designated Broker or Branch Manager, unless expressly stated otherwise. Owner agrees that if all or any portion of the Property is sold or leased to a purchaser/lessee represented by one of Colliers' salespersons or brokers other than the Listing Agent(s), then Owner consents to Colliers acting as a dual agent. Owner further agrees that if the Property is leased or sold to a purchaser/lessee who Listing Agent(s) also represents, then Owner consents to Listing Agent(s) and Colliers acting as dual agents. Owner understands and agrees that different salespersons or brokers employed by or associated with Colliers may represent different owners in competing transactions involving the same purchaser/lessee. Owner hereby consents to such representation and agrees that it shall not be considered action by Colliers that is adverse or detrimental to the interests of either owner, nor shall it be considered a conflict of interest on the part of Colliers. If Colliers acts as a dual agent, then Colliers shall be entitled to the entire commission payable under this Agreement plus any additional compensation Colliers may have negotiated with the purchaser/lessee. Acceptance of referral fees between salespersons or brokers employed by or associated with Colliers will not be considered an action that is adverse or detrimental on the part of the salespersons or brokers employed by or associated with Colliers or Colliers, nor shall it be considered a conflict of interest by the salespersons, brokers, or Colliers.

Owner acknowledges receipt to the Disclosure Regarding Real Estate Agency Relationship. If applicable, Owner acknowledges receipt of the pamphlet entitled "The Law of Real Estate Agency" and/or any such required materials of the State of California.

10. **Responsibility for Maintenance.** Colliers shall not be responsible for maintenance of the Property or for damages of any kind to the Property or its contents, including, but not limited to, vandalism and theft, unless Colliers caused such damage by its gross negligence. Owner hereby releases and waives all rights, claims and causes of action against Colliers, except claims based on its gross negligence, for damages to the Property or its contents.
11. **Indemnification.** Owner shall defend, indemnify and hold harmless Colliers, its parent, subsidiaries, affiliates, shareholders, officers, managers, directors, employees and agents, from and against any and all claims, lawsuits, harm, costs, demands, settlements, judgments, losses, liabilities, damages and expenses, including, but not limited to, reasonable attorneys' fees, costs and related expenses (collectively, the "Liabilities"), relating to, arising out of or in connection with (a) any sale or lease of the Property pursuant to this Agreement, (b) the use of, or access to, the Property by any person pursuant to this Agreement, (c) Colliers' good faith performance of its obligations under this Agreement. Owner shall not be responsible for indemnification for Liabilities to the extent caused by Colliers' gross negligence or willful misconduct in performing its obligations under this Agreement.



Colliers shall defend, indemnify and hold harmless Owner and its respective officers, directors, shareholders, partners, members, beneficiaries, trustees, managers, employees, and representatives from and against any and all Liabilities brought by a third party to the extent caused by Colliers' gross negligence or willful misconduct in performing its obligations under this Agreement.

In the event of a claim or suit to which either of the foregoing indemnification, defense and hold harmless provisions apply, the indemnified party agrees to the following: (i) to give the indemnifying party prompt written notice of any such claim; (ii) to permit the indemnifying party to defend at its own expense any such claim with counsel of its own choosing, subject to the indemnified party's approval, which approval shall not be unreasonably withheld, conditioned or delayed; (iii) to cooperate with the reasonable requests of the indemnifying party in the defense of any such claim; and (iv) not to settle or compromise any such claim or suit without the indemnifying party's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

12. **Limitation of Liability.** Neither party shall be liable to the other for, and each party hereby waives any and all rights to claim against the other, any special, indirect, incidental, consequential, punitive or exemplary damages in connection with this Agreement, including, but not limited to, lost profits, even if the party has knowledge of the possibility of such damages; and in no event shall Colliers' liability to Owner for any transaction exceed the fees paid to Colliers in connection with such transaction.
13. **Disclosure; Hazardous Substances.** Owner agrees to promptly disclose to Colliers and any prospective tenant or purchaser all known material defects, if any, of the Property and any knowledge Owner has or may hereafter acquire regarding the production, disposal, storage, or release of any hazardous wastes or other toxic or hazardous substances on or in the Property. Colliers is authorized to disclose all pertinent information regarding the condition of the Property to prospective tenants and purchasers, and Owner shall indemnify and hold harmless Colliers and any Outside Brokers to the same extent set forth in Section 11 of this Agreement in the event Owner fails to make any required disclosure or makes any misrepresentation about the Property or its condition.
14. **Third Party Information Disclaimer.** Any provision of third-party information or related materials to Owner by Colliers is for general informational purposes only. In addition, any information furnished by Colliers is not intended to be tax, legal, investment, or transaction advice. Colliers makes no guarantees, representations or warranties of any kind, express or implied regarding the accuracy, authenticity, completeness, legality, or reliability of any third-party information. Owner and any other interested party should undertake their own inquiries as to the accuracy of the third party information, and acknowledges and agrees that Colliers shall not be liable for any errors, omission or inaccuracies of any third party information provided.

Colliers shall not be held liable for any statutory disclosures, including but not limited to, California Assembly Bill 1103 and California Civil Code §1938, codified Senate Bill 1186, for which Owner is responsible for providing, or failed to provide, its prospective purchaser(s) and/or prospective tenant(s) of the Property.

15. **No Discrimination.** Owner hereby acknowledges that it is illegal to refuse to display, sell or lease the Property to any person because of race, color, religion, national origin, sex, marital status, age or physical disability.
16. **Owner's Warranty; Sale of Building.** Owner warrants that Owner has full authority to execute this Agreement and to sell, lease or exchange the Property, and that all information concerning the Property provided by Owner to Colliers is accurate. The person(s) executing this Agreement on behalf of Owner warrant(s) that such person(s) have full authority to do so and in so doing to bind Owner. Owner confirms that following closing or lease of the Property, the amount of the purchase price or rent and any other terms of the sale/lease of the Property shall not be deemed confidential information and Owner authorizes disclosure of the same. In the event Owner shall sell or transfer its interest in the Property after entering into a lease, all earned but unpaid lease commission(s), including any future installments thereof, shall be accelerated and paid upon the date of conveyance of title. Further, Owner agrees to include as a condition of the sale or transfer that this Agreement shall remain in full force and effect and, that the purchaser or transferee shall assume Owner's obligations hereunder and Owner shall provide a copy of the assumption agreement to Colliers at closing.



17. **Attorneys' Fees.** In the event of a dispute between the parties to enforce a right or rights provided by or arising out of this Agreement, the non-prevailing party shall pay to the prevailing party reasonable attorneys' fees and other costs and expenses of enforcement proceedings. The "prevailing party" shall be the party receiving a net affirmative award or judgment.
18. **Amendments.** No provision of this Agreement may be waived, modified, amended, discharged or terminated, except by an instrument signed by the party against whom the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.
19. **Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and/or permitted assigns; provided, however, that neither party may assign this Agreement without the prior written consent of the other party. Colliers may assign this Agreement to a related party in whole or in part without the consent of Owner, but Colliers shall provide notice to Owner of any such assignment.
20. **Notice.** Any notices or other communications contemplated or required under this Agreement, in order to be valid, shall be in writing and shall be given via personal delivery or via a nationally recognized courier at the addresses set forth beneath the parties' signatures below. If to Colliers, with a copy to Colliers International, 1114 Avenue of the Americas, New York, New York 10036, Attn: Legal Department.
21. **Entire Agreement.** This Agreement embodies and constitutes the entire understanding between the parties with respect to the transaction contemplated herein, and all prior agreements, understandings, representations and statements, verbal or written, are superseded by this Agreement.
22. **Severability.** The terms of this Agreement shall be deemed severable so that if any term should be found illegal or unenforceable, the remaining terms shall nevertheless continue in full force and effect.
23. **Counterparts.** This Agreement may be executed in one or more counterparts, all of which, taken together, shall constitute the entire Agreement. Facsimile and PDF signatures shall have the same validity and effect as original signatures.
24. **Negotiation and Construction.** This Agreement and each of the terms and provisions hereof have been negotiated between the parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either party, and each party has sought and obtained independent legal advice from counsel of his or her own selection, and that having had such advice and with such knowledge, the parties clearly understand and assent to all the provisions hereof and each of them is signing this Agreement freely and voluntarily.
25. **Governing Law.** This Agreement is entered into and shall be governed and construed in accordance with the laws of the State of California and all proceedings hereunder shall occur in Insert County County, California. Each party hereby consents and irrevocably submits to the exclusive personal jurisdiction of the state or federal court of competent jurisdiction located in Insert County County in the State of California, and each party waives any objection to the convenience of each such venue. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION AT LAW OR IN EQUITY IN ANY OTHER PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

[Signatures on the following page]



IN WITNESS WHEREOF, the parties hereto have reviewed and executed this Agreement and it is effective as of the Effective Date.

Owner: 2730 Mitchell Drive Insert Client Legal Entity

Colliers: Colliers Parrish International, Inc.,
a California corporation
License No: 00490878

By: _____
Name:
Its:
Date:
Address:
City, State, ZIP:

By: _____
Name: Scott Ellis
Its: Executive Managing Director
Date:
Address: 1850 Mt. Diablo Blvd., Suite 200
City, State, ZIP: Walnut Creek, CA 94596

By: _____
Name: Insert Broker Name Here
Its:
Date:

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**EXHIBIT A
LEGAL DESCRIPTION**

Insert Description of Property - include complete property address, suite/unit where applicable, and space size

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**EXHIBIT B
SCHEDULE OF LEASE COMMISSIONS COMMERCIAL/INDUSTRIAL PROPERTIES**

This Schedule of Lease Commissions for Commercial/Industrial Properties (“**Schedule**”) supplements the Exclusive Right Agreement (Lease and/or Sale) (“**Agreement**”), entered into on February 5, 2025Insert Date, by and between, Colliers Parrish International, Inc., a California corporation (“**Colliers**”) and Insert Client Legal Entity (“**Owner**”).

1. **Rates:** Commissions shall be calculated at the following rates:

GROSS LEASE	NET LEASE
6% of total rental for the first 12 months	7% of total rental for the first 12 months
6% of total rental for the second 12 months	7% of total rental for the second 12 months
6% of total rental for the third 12 months	6% of total rental for the third 12 months
4% of total rental for the fourth 12 months	5% of total rental for the fourth 12 months
4% of total rental for the fifth 12 months	5% of total rental for the fifth 12 months
3% of total rental for the next 60 months	4% of total rental for the next 60 months
2% of total rental for the balance of the term	3% of total rental for the balance of the term

* Owner acknowledges that Broker is an international real estate firm who may represent existing or prospective tenants. In this case, Broker shall be treated as the Outside Broker for the payment of commissions. In the event a Listing Agent (as defined in the Agreement) exclusively represents a tenant in the market (as evidence by an exclusive representation document), then in such case, the commission paid will be as if there is an Outside Broker, including any market incentives.

2. **Computation of Commissions:** “**Total rental**” shall mean the aggregate of all rental required by the terms of the lease, excluding, however, any sums payable pursuant to escalation provisions for increases in taxes, operating costs and cost of living. If Owner agrees to any rental concession abating rent for one or more months at the commencement of the lease term, then, for the purposes of computing the commission, the first five (5) years of the lease term shall be deemed to be the five (5) calendar years commencing on the first day of the first full month for which rent is payable.

Full service gross rental shall include base rent, utilities, base year property taxes, insurance, common area maintenance and janitorial service. Modified gross or net leases, as applicable, will be grossed up using owner’s reasonable estimates to equal the full-service gross rental.

3. **Time of Payment:** One-half of the commission shall be paid upon execution and delivery of the lease by and between Owner and a tenant, and the balance shall be paid upon commencement of the term of the lease. Commissions not paid when due shall bear interest from the due date at the rate of six percent (6%) per annum, but in no event at a rate greater than permitted by law. This provision shall not give any party the right to delay or extend the time for payment of commissions.
4. **Options to Renew, Extend or Take Additional Space:** If a lease for which Colliers is paid a commission is renewed or extended, or if a tenant of such lease rents additional space pursuant to an option or right set forth in such lease, then Owner shall pay to Colliers an additional commission at the rates stated above based upon the total rental for the renewal or extension term, or for the additional space, as the case may be. Such additional commission shall be paid at the time of such renewal or extension, or at the time of the exercise of such option or right, as the case may be. If a tenant rents additional space from Owner within the first year of the term of a lease, whether or not such lease includes an option to rent such additional space, Owner shall pay to Colliers a commission at the rates stated above and computed in accordance with this Schedule.
5. **Sale or Exchange:** In the event Owner sells or exchanges, or enters into any contract to sell or exchange, the Property and/or the real property on which the Property is located (collectively, the “Property”), or any interest therein, or an option to purchase the Property (a) during the Term, or (b) during the one hundred eighty (180) days after the Term, where the transferee is a party with whom Colliers negotiated on Owner’s



behalf with respect to a sale or lease of the Property during the Term, Owner shall pay to Colliers a commission in the amount of five percent (5%) of the gross sales price. The commission earned pursuant to this section shall be paid to Colliers in wires, certified, or bank funds from escrow at closing.

6. **Cancellation Clauses:** Where a lease provides that a tenant has, or Owner and tenant each have, the right to cancel a lease after commencement of the lease term but prior to the expiration date set forth therein, then, at the time(s) set forth in paragraph 3 above, Owner shall pay to Colliers a commission which is computed by multiplying the rates set forth in paragraph 1 above by the sum of the total rental for the portion of the term which may not be cancelled plus the amount of any cancellation penalty or fee to be paid by the tenant in the event the lease is cancelled. If the lease is not cancelled, is waived, or if the right of cancellation is exercised by Owner only, Owner shall pay to Colliers an additional commission computed by multiplying the rates set forth in paragraph 1 above by the total rental for the balance of the term stated in the lease, less the cancellation penalty or fee. The additional commission so computed shall be paid at the time the right of cancellation lapses, is waived or is exercised, as the case may be. If the cancellation is made by mutual agreement and not pursuant to any provision contained in the lease, or if the right of cancellation is contingent on Owner's acts or failure to act, or is otherwise within Owner's control, Owner shall pay to Colliers a commission based upon the entire term stated in the lease without regard to a right of cancellation.

A lease shall not be deemed to be cancelled within the meaning of this paragraph unless the tenant vacates the leased premises. If the lease is cancelled and the tenant remains in possession of the leased premises under a new agreement, either oral or written, and if Colliers participates in negotiations of such new agreement, then Owner shall pay to Colliers a commission calculated in the manner set forth in this Schedule.

7. **Definitions:** The term "lease" as used in this Schedule shall include all subleases. The terms "Owner" and "tenant" shall include subsidiaries, affiliates, assigns and nominees of such persons or entities.

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Please note that the terms “Seller” and “Buyer” are defined by the CA Civil Code to include a lessor and lessee, respectively.
If you are the Listing Agent – you must deliver the form to the seller/lessor in the Representation Agreement. You must also deliver the form to the buyer/lessee once the Letter of Intent is prepared, or where a legitimate interest/intent to be bound is shown (e.g. no outstanding negotiations).
If you are the Buyer’s Agent- you must deliver the form to the buyer/lessee in the Representation Agreement. In addition, you must deliver the form to the seller/lessor once the Letter of Intent is prepared, or where a legitimate interest/intent to be bound is shown (e.g. no outstanding negotiations).

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP
 (As required by the Civil Code)

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer. In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
- (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered. The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on the reverse hereof. Read it carefully.

Colliers Parrish International, Inc., a California corporation
 License No. 00490878

Insert Client Legal Entity

Authorized Signature (date)
 Scott Ellis | Executive Managing Director
 Printed Name & Title

Seller/Lessor Signature (date)
Insert Signee's Name
 Seller/Lessor Printed Name

Seller/Lessor Signature (date)
 Seller/Lessor Printed Name

2079.13. As used in Sections 2079.14 to 2079.24, inclusive, the following terms have the following meanings:

- (a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained.
- (b) "Associate licensee" means a person who is licensed as a real estate broker or salesperson under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code and who is either licensed under a broker or has entered into a written contract with a broker to act as the broker's agent in connection with acts requiring a real estate license and to function under the broker's supervision in the capacity of an associate licensee. The agent in the real property transaction bears responsibility for his or her associate licensees who perform as agents of the agent. When an associate licensee owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the associate licensee functions.
- (c) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee.
- (d) "Commercial real property" means all real property in the state, except single-family residential real property, dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, mobilehomes, as defined in Section 798.3, or recreational vehicles, as defined in Section 799.29.
- (e) "Dual agent" means an agent acting, either directly or through an associate licensee, as agent for both the seller and the buyer in a real property transaction.
- (f) "Listing agreement" means a contract between an owner of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer.
- (g) "Listing agent" means a person who has obtained a listing of real property to act as an agent for compensation.
- (h) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the listing agent.
- (i) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property.
- (j) "Offer to purchase" means a written contract executed by a buyer acting through a selling agent that becomes the contract for the sale of the real property upon acceptance by the seller.
- (k) "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property that constitutes or is improved with one to four dwelling units, any commercial real property, any leasehold in these types of property exceeding one year's duration, and mobilehomes, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code.
- (l) "Real property transaction" means a transaction for the sale of real property in which an agent is property that are not known to, or within the diligent attention and observation of, the employed by one or more of the principals to act in that transaction, and includes a listing or an offer to purchase.
- (m) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer, and includes exchanges of real property 95 Ch. 200 — 2 —between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration.
- (n) "Seller" means the transferor in a real property transaction, and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor.
- (o) "Selling agent" means a listing agent who acts alone, or an agent who acts in cooperation with a listing agent, and who sells or finds and obtains a buyer for the real property, or an agent who locates property for a buyer or who finds a buyer for a property for which no listing exists and presents an offer to purchase to the seller.
- (p) "Subagent" means a person to whom an agent delegates agency powers as provided in Article 5 (commencing with Section 2349) of Chapter 1 of Title 9. However, "subagent" does not include an associate licensee who is acting under the supervision of an agent in a real property transaction.

2079.14. Listing agents and selling agents shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and, except as provided in subdivision (c), shall obtain a signed acknowledgment of receipt from that seller or buyer, except as provided in this section or Section 2079.15, as follows:

- (a) The listing agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement.
- (b) The selling agent shall provide the disclosure form to the seller as soon as practicable prior to presenting the seller with an offer to purchase, unless the selling agent previously provided the seller with a copy of the disclosure form pursuant to subdivision (a).
- (c) Where the selling agent does not deal on a face-to-face basis with the seller, the disclosure form prepared by the selling agent may be furnished to the seller (and acknowledgment of receipt obtained for the selling agent from the seller) by the listing agent, or the selling agent may deliver the disclosure form by certified mail addressed to the seller at his or her last known address, in which case no signed acknowledgment of receipt is required.
- (d) The selling agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase, except that if the offer to purchase is not prepared by the selling agent, the selling agent shall present the disclosure form to the buyer not later than the next business day after the selling agent receives the offer to purchase from the buyer.

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent, or an associate licensee acting for an agent, shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16. The disclosure form required by Section 2079.14 shall have Sections 2079.13 to 2079.24, inclusive, excluding this section, printed on the back, and on the front of the disclosure form the following shall appear:

**DISCLOSURE REGARDING
REAL ESTATE AGENCY RELATIONSHIP
(As required by the Civil Code)**

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

- To the Seller:
A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Seller.
- To the Buyer and the Seller:
(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
(b) A duty of honest and fair dealing and good faith.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

- To the Buyer:
A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Buyer.
- To the Buyer and the Seller:
(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
(b) A duty of honest and fair dealing and good faith.
(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
 - (b) Other duties to the Seller and the Buyer as stated above in their respective sections.
- In representing both Seller and Buyer, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction.

This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on the reverse hereof. Read it carefully.

SAMPLE ONLY- DO NOT COMPLETE

Agent	(date)	Buyer/Seller (Signature)	(date)
Associate Licensee (Signature)	(date)	Buyer/Seller (Signature)	(date)

2079.17. (a) As soon as practicable, the selling agent shall disclose to the buyer and seller whether the selling agent is acting in the real property transaction exclusively as the buyer's agent, exclusively as the seller's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the selling agent prior to or coincident with execution of that contract by the buyer and the seller, respectively.

(b) As soon as practicable, the listing agent shall disclose to the seller whether the listing agent is acting in the real property transaction exclusively as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the listing agent prior to or coincident with the execution of that contract by the seller.

(c) The confirmation required by subdivisions (a) and (b) shall be in the following form:

SAMPLE ONLY- DO NOT COMPLETE

_____ is the agent of

- (Name of Listing Agent)
(check one):
 the seller exclusively; or
 both the buyer and seller.

_____ is the agent of

- (Name of Selling Agent if not the same as the Listing Agent)
(check one):
 the buyer exclusively; or
 the seller exclusively; or
 both the buyer and seller.

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14.

2079.18. No selling agent in a real property transaction may act as an agent for the buyer only, when the selling agent is also acting as the listing agent in the transaction.

2079.19. The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20. Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21. A dual agent shall not disclose to the buyer that the seller is willing to sell the property at a price less than the listing price, without the express written consent of the seller. A dual agent shall not disclose to the seller that the buyer is willing to pay a price greater than the offering price, without the express written consent of the buyer.

This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22. Nothing in this article precludes a listing agent from also being a selling agent, and the combination of these functions in one agent does not, of itself, make that agent a dual agent.

2079.23. A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

2079.24. Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in

(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the parties. connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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