

MORRIS GREGORY HAAS, LLC.
LISTING AGREEMENT

PARTIES

This agreement is made as of _____, 2013 (the "Effective Date") by and between the SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA located at 301 4th Street Southwest, Largo, FL 33770 ("Owner") and **MORRIS GREGORY HAAS, LLC**, with offices at 504 Royal Greens Drive, Temple Terrace, FL 33617-3846 ("Broker"). In consideration of the covenants herein contained, the parties agree as follows:

EMPLOYMENT

1.1 Owner hereby appoints and employs Broker and Broker hereby agrees to act as broker to sell, as specified and limited below, the Owner's land and building known as North Ward Secondary, located at 327 11th Avenue North, St. Petersburg, Florida 33701 further described as Parcel Number 18-31-17-43560-001-0010 (the "Property").

TERM

2.1 This agreement shall commence upon the Effective Date and continue for one year thereafter. Notwithstanding the foregoing, either party may terminate this agreement upon 60 days notice by providing written notice to the other party of its desire to so terminate. If cancelled by Owner, Owner will cover the actual costs of marketing materials and other documented expenses incurred by Broker, but not to include time expended by salesperson. Provided, however, that if either a contract or closing cannot reasonably be effected within such sixty (60) day period and Broker, Seller or Purchaser are pursuing negotiations in good faith, with diligence and continuity, then Broker shall have such additional time as is reasonably necessary to effect such to finalize the contract or meet contingencies in the contract.

CONTINUING EFFECT OF THIS AGREEMENT

2.2 Within 30 days of the termination or expiration of this Agreement, Agent shall prepare and submit to Owner, in writing, a list of prospective buyers for the Property. For a period of two (2) months following the expiration or effective termination date, Agent shall be entitled to a commission in accordance with the provisions of this Agreement, should any buyer on said list enter into a purchase agreement with Owner and close on the Property.

SALE OF PROPERTY

3.1 Owner authorizes Broker to display "appropriate" signs at Broker's cost on the Property, advertise for sale and solicit offers from potential users, developers and investors for the disposition of the Property. All brochures and advertising, including display signs, shall be subject to approval by Owner's administrative agent. Broker is specifically directed to use a sales contract as approved by Owner. Property will be initially marketed for ~~Two Million Five Hundred Thousand~~ (\$2,500,000.00). Owner reserves the right, in Owner's sole and absolute discretion, to change the sale price and terms at any time during the term of this Agreement.

3.2 Broker agrees to use commercially reasonable efforts toward the satisfactory sale of the Property. Broker will pay to other cooperating registered real estate brokers any brokerage "splits" set forth in Paragraph 4.3. In connection therewith, Broker further agrees to accomplish the following at Broker's expense:

- (a) Acquire and maintain knowledge of the local market for properties similar to that of Owner, recommend pricing and marketing strategies for Owner's consideration and establish general marketing guidelines and procedures for approval by Owner's Administrative Agent;
- (b) At Broker's expense, prepare and distribute a brochure to describe the Property and to present, in an accurate and attractive manner, the advantages of the Property;
- (c) Arrange for showing by appointment of the Property to prospective purchasers;
- (d) Submit all offers, applications, proposals, and communications from interested purchasers;
- (e) Unless expressly authorized in writing by Owner, Broker shall not execute on Owner's behalf any documents. No sale may be effected by anyone other than duly authorized employees of Owner;
- (f) The Broker as Agent shall not be responsible for the physical care or condition of the Property.

SALE COMMISSIONS

4.1 As compensation to Broker for its efforts to sell the property in accordance with this Agreement, Owner agrees to pay sales commissions as herein described while this Agreement remains in effect. During the term of this Agreement, the Owner will refer to the Agent any and all inquiries received by the Owner from any source with respect to or concerning said property, together with the name and address of each person or corporation making such inquiry as well as other inquiries or offers received or directed to the Agent.

SALE COMMISSION CALCULATION

As to sales, Broker's commission shall be:

4.2 **SOLE BROKER:** Commissions for a sale procured solely through Broker's efforts will be calculated as follows: 5% of the gross sales price.

4.3 **COOPERATING BROKER:** Commissions for a sale procured through a cooperating broker will be calculated as follows: 7% of the gross sales price. In the event that there are multiple brokers involved, Morris Gregory Haas, LLC is to receive no less than 3.5% of the gross sales price as commission.

TIME OF PAYMENT

4.4 Commissions earned and calculated as above provided shall be payable to Broker at Closing.

MISCELLANEOUS

5.1 This Agreement shall bind and inure to the benefit of the parties hereto. The Agreement may not be changed orally, but only in writing signed by both parties hereto.



NOTICES

6.1 All notices given under this Agreement are effective only if sent by certified mail, postage prepaid, addressed to the party to receive notice at the address specified in the first paragraph of this Agreement, or at such other address as may be specified by such party by notice given to the other party in the manner provided by this Paragraph 6.1.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized officers and their corporate seals to be affixed, all as of the day of the year first set forth above.

OWNER/SELLER

PINELLAS BOARD OF PUBLIC INSTRUCTION

SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA

By: _____

Title: _____

Date: _____

ATTEST:

Superintendent

Approved as to form

Sharon J. Wallace
School Board Attorney

AGENT

MORRIS GREGORY HAAS, LLC

By: Morris A. Haas
Morris Gregory Haas, Broker

Date: 7-18-13