

**Project Data Entry Form**  
**(for Tenant Rep / Buyer Rep / Consulting / BOV / Referral)**

**NOTE: If you have a Listing Agreement - DO NOT USE THIS FORM.**  
**Use the New Listing Form and Commercial Listing Checklist**

Completed By **Paul P Partyka**

Date **3/31/2020**

**Project Information**

Deal Name	City of Winter Springs Acquisitions - CONFIDENTIAL	
Deal Type (Choose from List)	Acquisition	▼
Status		
Business Line (Choose from List)	Corporate Services	▼
Office Location	Winter Springs City Hall	
Side Represented	Buyer	▼
Assignment Start Date	02/04/20	
Assignment End Date (optional)		

**Contacts**

Primary NAI Realvest Broker	Paul P Partyka	
Additional NAI Realvest Broker	na	
Additional NAI Realvest Broker		
Additional NAI Realvest Broker		
Client Company Name	City Of Winter Springs	
Client Company Street Address	Rt 434, City Hall	
Client Company City, State, Zip	Winter Springs, FL 32708	
Client Contact Name	Shawn Boyle, City Manager	
Client Contact Phone	407-327-1800	
Client Contact Email	sboyle@winterspringsfl.org	
Referring Broker (if applicable)	na	
NAI Global NAIDC # (if applicable)	na	

**Pipeline Information**

Estimated Total Transaction Value (\$)		
Estimated Probability of Closing (%)		
Estimated Closing Date		
Estimated Commission % of Transaction Value		

**Deal Share - NAI Realvest Brokers (split among brokers, not split with house - must equal 100%)**

NAI Realvest Broker(s) only - No outside brokers	Percentage
(1) Paul P Partyka	100
(2)	
(3)	
(4)	

**Additional Comments**

have the following targets to buy:

lot on 434 - 1.3 acres - \$150,000	wagner point - 7 individual parcels @ 200,000 = total 1,400,000
event parcel - 8.1 acres - \$2,100,000	
property by torcaso park - house and land - 250,000	

**CITY OF WINTER SPRINGS, FLORIDA  
EXCLUSIVE BUYER REPRESENTATION SERVICES**

**THIS AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the **CITY OF WINTER SPRINGS**, a Florida municipal corporation, hereinafter referred to as "City," and REALVEST EQUITIES PARTNERS, a LLC FLORIDA COMPANY, hereinafter referred to as "Realtor." DBA NAE REALVEST

**WITNESSETH:**

**WHEREAS**, the City is desirous of retaining exclusive buyer representation services of a duly licensed Florida real estate broker for purposes of locating, negotiating and acquiring suitable real property for municipal purposes; and

**WHEREAS**, the Realtor is a duly licensed Florida real estate broker who desires to provide exclusive buyer representation services on behalf of the City pursuant to the terms and conditions of this Agreement; and

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and promises herein contained, the parties hereto agree as follows:

1. **Exclusive Buyer Brokerage Services.** The City hereby grants to Realtor the exclusive right to work with and assist the City in locating and negotiating the acquisition of suitable real property as described and directed by the City's City Manager under this Agreement. The City's City Manager will be responsible for describing the type, location, price range, and other preferred terms and conditions of the real property sought to be acquired by the City. The City's City Manager shall be solely responsible for authorizing any offers or contracts to acquire real property under this Agreement, subject to City Commission approval. The term "acquire" or "acquisition" shall mean the purchase of real property in fee simple title.

2. **Term.** The Term of this Agreement shall begin on \_\_\_\_\_ and will terminate at such time either party, at its discretion, terminates this Agreement by providing written notice to the other party ("Termination Date"). If Realtor terminates this Agreement, the City will be released from all further obligations under this Agreement. However, if the City terminates this Agreement and enters into an agreement to acquire real property that is pending on the Termination Date, this Agreement shall continue in effect until that transaction has closed or otherwise terminated.

3. **Compensation.** Realtor's sole compensation under this Agreement shall be earned when, during the term of this Agreement, the City or Realtor acting on behalf of the City (as a "strawman") contracts to acquire real property as described and directed by the City under this Agreement. The City will be responsible for paying the Realtor 5 % of the total purchase price for the acquired property, less any amount which Realtor receives from the seller or a real estate licensee who is working with the seller, to be paid on the condition that the closing occurs and the City acquires the property. To be clear, no compensation shall be paid to Realtor until and unless the closing occurs on any contract to acquire real property authorized by the City under and during the term of this Agreement.

4. **Realtor's Obligations.** The Realtor shall have the following obligations under this Agreement:

- a. Use Realtor's professional knowledge and skill;
- b. Discuss and strategize regarding property requirements and assist City in locating and viewing suitable properties;
- c. Assist City to make offers and contract for property, monitor deadlines and close any resulting transaction;
- d. Cooperate with Seller or real estate licensees working with seller, if any, to effectuate a transaction. Realtor understands that even if Realtor is compensated by a seller or a real estate licensee who is working with a seller, such compensation does not compromise Realtor's duties to City;
- e. Will avoid any interests in conflict with the City's interests under this Agreement including, but not limited to, working with other prospective buyers who want to acquire the same property as City or making competing offers to acquire the same property as City;
- f. Maintain the City's confidence and anonymity regarding any City interest in acquiring any real property unless authorized by the City's City Manager;
- g. Will not disclose the existence of this Agreement or relationship with the City without the City's City Manager's prior consent; and
- h. Will not disclose any confidential discussions or information provided by the City without the prior approval of the City's City Manager.
- i. Adhere to the principles expressed in the Fair Housing Act and will not participate in any act that unlawfully discriminates on the basis of race, color, religion, sex, handicap, familial status, country of national origin or any other category protected under federal, state or local law.
- j. When requested by the City, recommend the hiring of appropriate professionals for tax, environmental, engineering, foreign reporting requirements and other specialized advice related to any transaction under this Agreement.

5. **City's Obligations.** City agrees to cooperate with Realtor in accomplishing the objectives of this Agreement, including:

- a. Conducting all negotiations and efforts to locate suitable property only through Realtor and referring to Realtor all inquiries of any kind from real estate licensees, property owners or any other source.
- b. Providing Realtor with accurate information requested by Realtor in connection with ensuring City's ability to acquire property.
- c. Being available to meet Realtor at reasonable times for consultations and to view properties.
- d. Indemnify and hold Realtor harmless from and against all losses, damages, costs and expenses of any kind, including attorney's fees, and from liability to any person, that Realtor incurs because of acting on City's behalf in furtherance of direction expressly provided by the City to Realtor under this Agreement.
- e. Not asking or expecting to restrict the acquisition of a property according to race, color, religion, sex, handicap, familial status, country of national origin or any other category protected under federal, state or local law.
- f. consulting the City Attorney regarding legal issues and appropriate professionals for tax, environmental, engineering, foreign reporting requirements and other specialized advice.

6. **Confidentiality Clause.** The City gives authorization to Realtor to act confidentially on the City's behalf in contracting for the acquisition of property under this Agreement. The Parties acknowledge that the existence and the terms of this Agreement and any oral or written information exchanged between the Parties in connection with the preparation and performance of this Agreement are regarded as confidential information. Each Party shall maintain confidentiality of all such confidential information, and without obtaining the written consent of the other Party, it shall not disclose any relevant confidential information to any third parties, except for the information that: (a) is or will be in the public domain (other than through the receiving Party's unauthorized disclosure); (b) is under the obligation to be disclosed pursuant to the applicable laws or regulations, or orders of the court or other government authorities; or (c) is required to be disclosed by any Party to its officers, employees, shareholders, investors, legal counsels or professionals regarding the property acquisition transactions contemplated hereunder, provided that such officers, employees, shareholders, investors, legal counsels or professionals shall be bound by the confidentiality obligations similar to those set forth in this Section. Disclosure of any confidential information by the staff members or agencies hired by any Party shall be deemed disclosure of such confidential information by such Party, which Party shall be held liable for breach of this Agreement. All copies of information developed by Realtor in connection with the Agreement are the property of and will be returned to the City, upon termination of this Agreement or upon request. Realtor reserves the right to shred or otherwise dispose of information at such time records may be discarded in accordance with the Florida Public Records Act, unless it receives instructions to the contrary from City. Realtor will not reveal or disclose either information or findings concerning this Agreement with anyone who does not have a substantial need-to-know and who has not been expressly authorized in writing by City to receive the information/findings. The Realtor must ensure that all safeguards and proper procedures are implemented to protect confidential information. This Section shall survive the termination of this Agreement for any reason.

7. **Party Representatives.** The City Manager or his duly designated representatives shall be considered the City representative for this Agreement. Any and all services performed pursuant to this Agreement shall be done so only at the specific request of the City representative. \_\_\_\_\_ or his duly designated representative shall be considered the Realtor representative. All property acquisitions desired by the City must be submitted in writing to the City's designated representative.

8. **Assignment; Title for Transactions.** Realtor agrees to make no assignment of any of its rights, duties or obligations under this Agreement without the express, written approval of the City. However, the Parties acknowledge and agree that depending on the structure of the property acquisition transactions and for purposes of maintaining the City's anonymity and confidentiality requirements hereunder, Realtor may be required to obtain binding property acquisition contracts from the seller in the name of the Realtor subject to the express unconditional right to assign said contracts to the City. The property will be assigned and title in the name of the City and/or assigns at closing, or upon agreement of the Parties, a simultaneous closing agreement will be entered into between the Realtor and City under which the property will be transferred from the seller to Realtor and then simultaneously transferred to the City.

9. **Liability Insurance.** Realtor shall purchase and maintain such insurance as will protect it from claims which may arise out of or result from its performance under the

Agreement, whether such performance be by Realtor or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The insurance shall be written for not less than the greater of \$1,000,000 and any limits required by law, and shall include contractual liability insurance as applicable to Realtor's obligations under any applicable indemnification clause of this Agreement.

10. **Limit of Liabilities.** The City's liability under this Agreement is expressly limited to the amount of compensation that Realtor may be entitled to pursuant to Section 3 of this Agreement. Furthermore, notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. As such, the City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than one hundred thousand dollars (\$100,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of two hundred thousand dollars (\$200,000.00). This paragraph shall survive termination of this Agreement.

11. **Jurisdiction; Venue; Dispute Resolution; Attorney's Fees.** This Agreement shall be construed in accordance with the laws of the State of Florida and any remedies of the parties pertaining hereto shall likewise be governed by the Laws of the State of Florida. The parties further agree that venue for any dispute under this Agreement shall be in Seminole County, Florida. Any unresolvable dispute between City and Realtor under this Agreement will be mediated. If a settlement is not reached in mediation, the matter will be submitted to binding arbitration in accordance with the rules of the American Arbitration Association or other mutually agreeable arbitrator. The Parties will split the cost of mediation and arbitration. Except as expressly provided in this Agreement, each Party agrees to bear their own attorney's fees and legal costs under this Agreement including during any mediation or arbitration proceeding.

12. **Conflict of Interest.** The Realtor is aware of the conflict of interest laws of the State of Florida, Chapter 112, Florida Statutes, as amended, and agrees that it will fully comply in all respects with the terms of said laws. It is the intention of both the City and the Realtor that the Realtor maintains the highest standards of ethical propriety in connection with its duties under this Agreement. Any potential conflicts of interest and the full scope of such conflicts shall be disclosed to the City by the Realtor, so that the City may determine if the potential conflict of interest is one that it wishes to waive or the potential conflict may be resolved.

13. **Entire Agreement.** This Agreement constitutes the entire Agreement and understanding between the City and the Realtor with respect to property acquisition services. This Agreement supersedes any and all agreements, either oral or written, between the Parties hereto with respect to said services and contains all the covenants and agreements between the Parties with respect to the rendering of such services. This Agreement may be modified or amended only by a written document signed by the Parties hereto.

14. **Waiver and Severability.** The failure of a party to insist upon strict adherence to any term of the Agreement shall not be considered a waiver, or deprive the party of the right thereafter to insist upon strict adherence to that term, or any other term of the Agreement. Any



breach or default by a party shall not be waived or released other than in writing signed by the other party. Each provision of the Agreement shall be deemed to be severable from all other provisions of the contract and, if one or more of the provisions of the contract shall be declared invalid, the remaining provisions of the contract shall remain in full force and effect.

15. **Third Party Dealings.** Realtor will not provide information related to the City to third parties except with the permission of, and under the specific direction of, City's City Manager.

16. **Warranty.** Realtor represents and warrants that all work performed under this Agreement will be performed by individuals who are qualified to do so in accordance with requirements as are from time-to-time issued by various realtor and other professional bodies. Realtor further represents and warrants that Realtor has no direct or indirect financial relationship to the City, other than the relationship described in this Agreement.

17. **Public Records.** Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, Realtor agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of Realtor related, directly or indirectly, to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record, whether in the possession or control of City or the Realtor. Said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of Realtor subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records.

IF REALTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE REALTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, ANDREA LORENZO LUACES, CITY CLERK, AT (407) 327-5955, ALUACES@CITYOFWINTERSPRINGS.ORG, 1126 EAST STATE ROAD 434, WINTER SPRINGS, FLORIDA 32708.

Realtor is required to and agrees to comply with public records laws. Realtor shall keep and maintain all public records required by City to perform the services as agreed to herein. Realtor shall provide the City, upon request from the City's City Clerk, copies of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. Realtor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term. Upon completion of the Agreement, Realtor shall transfer to City, at no cost, all public records in possession of the Realtor. Upon such transfer, Realtor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must

be provided to City, upon request from the City Clerk, in a format that is compatible with the information technology systems of City. Should the Realtor does not possess public records relating to this Agreement which are requested to be inspected or copied by the City or any other person, the City shall immediately notify Realtor of the request and Realtor shall then provide such records to the City or allow the records to be inspected or copied within a reasonable time. If Realtor does not comply with a public records request, the City enforce this Section to the extent permitted by law. Realtor acknowledges that if Realtor does not provide the public records to the City within a reasonable time, Realtor may be subject to penalties under Section 119.10, Florida Statutes. Realtor acknowledges that if a civil action is filed against Realtor to compel production of public records relating to this Agreement, the court may assess and award against Realtor the reasonable costs of enforcement, including reasonable attorney fees. All public records in connection with this Agreement shall, at any and all reasonable times during the normal business hours of Realtor, be open and freely exhibited to the City and City's contractors and agents for the purpose of examination, audit, or otherwise. Failure by Realtor to grant such public access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the City upon delivery of a written notice of cancellation. If Realtor fails to comply with this Section, and the City must enforce this Section, or the City suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Realtor's failure to comply with this Section, the City shall collect from Realtor prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Realtor. And, if applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City had to pay a third party because of Realtor's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written.

ATTEST


  
Andrea Lorenzo-Luaces, City Clerk  
Christian Gowan, Interim City Clerk

CITY OF WINTER SPRINGS, FLORIDA


  
Shawn Boyle, City Manager

Date: 02/04/2020

ATTEST

  
By: Christian Gowan, Interim City Clerk

REALTOR

  
By: PAUL R. PARTYSKA PARTNER

Date: 1/30/2020