



BOX ELDER SCHOOL DISTRICT 960 South Main Brigham City, Utah 84302

August 25, 2025

 CONTRACTING PARTIES: This contract is between the Box Elder School District hereafter referred to as ("District") and CBRE Inc.

Contractor Name	Address	City, State and Zip Code
CBRE Inc.	222 S. Main Street, 4th Floor	Salt Lake City, UT 84101
Contact Person	Telephone Number	Email address
Patrick Juhlin	801-869-8005	patrick.juhlin@cbre.com

- 2. GENERAL PURPOSE OF CONTRACT: Box Elder School District ("District") intends to use the services of CBRE Inc. to assist in purchasing, trading, acquiring, and selling of real estate properties, and to provide consultation in support of strategic planning. CBRE is prepared to provide services, advice, and facilitate real estate land transactions, on behalf of the District, in return for a negotiated commission fee for services rendered.
- 3. PROCUREMENT: This contract is entered into as a result of the procurement process on bid/proposal #BESD-RFQ-05-2024-07-500.
- 4. CONTRACT PERIOD: Effective date August 30, 2025. Termination date August 30, 2030, unless extended in accordance with the terms and conditions of this contract. Renewal options: Contract may be extended, at the option of both parties, for an additional 5-year term or as required by the District. Termination must be given in writing, 30 days in advance.
- 5. CONTRACT COSTS: See attachment B.
- 6. ATTACHMENT A: CBRE Master Services Agreement ATTACHMENT B: CBRE Cost Proposal

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CBRE Inc.	Box Elder School District
Signature	Signature
Print	Print
Title	Title
Date	 Date

MASTER REAL ESTATE SERVICES AGREEMENT

This Master Real Estate Services Agreement ("Agreement") is entered into as of August 30, 2025 ("Effective Date") between Box Elder School District ("Client"), and CBRE, Inc., a Delaware corporation ("CBRE"; together with Client, "Parties"). Client and CBRE agree as follows:

1. SERVICES; TERM; COMPENSATION.

1.1 Services.

- 1.1.1 Client appoints CBRE to provide the services described in the service addenda attached to this Agreement (each, a "Service"; collectively, the "Services"). Such service addenda are each an "Addendum" and collectively the "Addenda", and each Addendum and references thereto shall be deemed to include (a) any exhibits, appendices, or other attachments attached to such Addendum and (b) any engagement letter, work/task order or other document in whatever form pursuant to which CBRE performs the Service(s) set forth in such Addendum. The Addenda are incorporated in and made a part of this Agreement.
- 1.1.2 CBRE accepts such appointment and shall render the Services upon the terms and conditions in this Agreement and the applicable Addendum. CBRE shall perform the Services directly using able, qualified and trained employees of CBRE (to the extent employed to render Services, a "CBRE Employee") for the Services to be performed by CBRE under this Agreement.
- 1.1.3 Client shall furnish all information, data, documentation, estimates, opinions, projections, and assumptions necessary or requested by CBRE for CBRE's performance of the Services and shall render all required approvals and decisions with reasonable promptness for the orderly performance of the Services. CBRE is permitted to rely on such information, data, documentation, estimates, opinions, projections, and assumptions furnished to CBRE by Client or third parties, without verifying its accuracy, reliability, or completeness.
- **1.1.4** CBRE will appoint an account team to supervise and coordinate the Services (the "<u>Account Team</u>"), which Account Team will consist of the following CBRE Employees: <u>Patrick Juhlin and Bruce Zollinger</u>. CBRE will have the right to change members of the Account Team as reasonably necessary and appropriate.

1.2 Term.

- **1.2.1** The term of this Agreement shall commence on the Effective Date and expire on August 30, 2030, unless extended by mutual agreement of the Parties (the "<u>Term</u>"). Renewal options: Contract may be extended, at the option of both parties, for an additional 5-year term or as required by the District. Termination must be given in writing, 30 days in advance. Notwithstanding the foregoing, the term of CBRE's provision of Services pursuant to an Addendum shall be governed by such Addendum.
- 1.2.2 If a Party defaults under this Agreement in any material respect, and such default continues for a period of 30 days after written notice from the other Party, the other Party may terminate this Agreement and/or exercise its available remedies if the defaulting Party fails to cure or remedy such default within such 30-day period. Furthermore, if Client fails to make a payment when due to CBRE, and such non-payment continues for 30 days after written notice thereof, CBRE may also cease or suspend performance of the Services.

1.3 <u>Compensation</u>.

- **1.3.1** CBRE shall be entitled to the compensation and reimbursement amounts as described, and at the times provided, in the applicable Addendum.
- 1.3.2 CBRE shall prepare and present to Client invoices for compensation, reimbursement and any other charges due from Client to CBRE, which invoices shall be in a form reasonably acceptable to Client, including itemization of all reimbursable items and showing applicable fees, and such other information as Client reasonably may need or desire to comply with any applicable laws. Invoices shall be delivered at least once monthly. All payments to CBRE under this Agreement shall be made in the amounts then due and payable without offset, abatement or deduction of any kind whatsoever. All sums due to CBRE from Client under this Agreement shall be paid within 30 days following receipt of an invoice therefore from CBRE or such other payment terms specified in an Addendum and shall be paid pursuant to the instructions in the invoice.

MSA - 1

- 1.3.3 Client will be responsible for all sales, use, excise, service and other taxes with respect to the Services and all information, data, work product, and deliverables delivered to Client related to the Services or otherwise ("Deliverables"), except that CBRE will be responsible for collecting such amounts and paying them to the appropriate tax authorities where required by law.
- **1.3.4** Client's obligation to pay CBRE, with respect to any period falling within the Term of this Agreement or the applicable Addendum or thereafter shall survive the expiration or termination of this Agreement or the applicable Addendum.

2. INSURANCE; INDEMNIFICATION; LIMITATIONS ON LIABILITY.

- 2.1 Insurance. CBRE shall maintain the following insurance policies, covering the activities of CBRE hereunder, throughout the Term: (a) commercial general liability in an amount of \$2,000,000 combined single limit and annual aggregate; (b) comprehensive automobile liability for owned, hired and non-owned motor vehicles in an amount of \$1,000,000 combined single limit; (c) workers' compensation, occupational diseases and disability benefits in accordance with applicable statutory requirements; and (d) employers' liability in an amount of \$1,000,000. Client and CBRE each hereby waive, for itself and its Affiliates, right of recovery, and agrees that no third party shall have any right of recovery by way of subrogation, assignment or otherwise, against the other Party, its Affiliates and their respective agents, directors and employees regarding losses or claims to the extent such losses or claims are insured against or required to be insured against under this Agreement.
- 2.2 Indemnification. Each Party (as the case may be, the "Indemnifying Party") agrees to indemnify, defend, and hold harmless the other Party (the "Indemnified Party") against all third-party claims, liabilities, judgments, actions, penalties, and other expenses (collectively, "Claims") incurred by the Indemnified Party to the extent such Claims are attributable to the Indemnifying Party's negligence, gross negligence, or willful misconduct. This Section 2.2 any other defense, indemnity, or hold harmless provisions in this Agreement or any Addendum shall survive the expiration or termination of this Agreement.

2.3 <u>Limitations on Liability</u>.

- **2.3.1** Neither Party to this Agreement shall be liable for any lost or prospective profits or any other indirect, consequential, special, incidental, punitive, or other exemplary losses or damages, regardless of the foreseeability, cause or basis of such liability.
- **2.3.2** CBRE shall have no liability arising out of (a) any information, data, documentation, estimates, opinions, projections, and assumptions data provided by Client or any reliance thereon by CBRE, Client, or any third party or (b) Client's failure to comply with its obligations under this Agreement.
- **2.3.3** Client acknowledges and agrees that Client and its legal counsel and other professional advisors are solely responsible for determining the legal sufficiency, legal effect, tax or accounting consequences of any transaction or documentation contemplated by this Agreement or Addendum and none of CBRE, or their agents or employees shall have any responsibility or incur any liability therefor. Client is urged to seek the advice of counsel, accountants and advisors as to the legal, tax and accounting consequences thereof.
- **2.3.4** Client acknowledges and agrees that (a) Client will decide whether to implement any recommendations or advice given by CBRE as part of the Services and (b) Client shall be fully responsible for its use of any Deliverables relating to the Services or otherwise provided to Client, and CBRE will not be liable for any such decision or use.
- **2.3.5** This Section 2.3 and any other limitations on liability provisions in this Agreement or any Addendum shall survive the expiration or termination of this Agreement.
- and/or business operations, strategies or ideas of a Party (the "<u>Disclosing Party</u>") that provides the Disclosing Party with a competitive advantage, that is not generally known by persons not employed by the Disclosing Party and that could not easily be determined or learned by someone outside its organization, including each Party's respective Intellectual Capital ("<u>Confidential Information</u>") and disclosed to the other Party (the "<u>Receiving Party</u>") may not be disclosed by the Receiving Party unless otherwise permitted by this Agreement or as necessary in the performance or receipt of the Services. Confidential Information shall not include information (a) in the public domain, (b) disclosed with the written permission of the Disclosing Party, (c) known to the Receiving Party from a source other than the Disclosing Party without a breach hereof by the Receiving Party, (d) independently developed by the Receiving Party without information received from the Disclosing Party, or (e) aggregated or anonymized such that the Receiving Party cannot reasonably identify Confidential Information from the aggregated or anonymized data. In addition, the Parties may disclose Confidential Information (a) in any action to enforce the

Rev: 09/2023

provisions of this Agreement, (ii) as required by applicable law or legal process, or (iii) to accountants, attorneys, advisors and insurers who agree to or are otherwise required to maintain the information in confidence.

4. INTELLECTUAL PROPERTY: RIGHTS IN DELIVERABLES.

- **4.1** Notwithstanding any provision hereof to the contrary, all methodologies, systems, procedures, management tools, software, ideas, know-how and other intellectual capital that a party has developed, created or acquired prior to, during or after the Term ("Intellectual Capital") shall remain the exclusive proprietary property of such party, and the other party shall not acquire any right, claim, title or interest in or to any of such party's Intellectual Capital.
- **4.2** To the extent that any of CBRE's Intellectual Capital is incorporated into any Deliverable, whether individually by CBRE or jointly with Client, then upon final payment by Client for such Service, Client shall have a non-exclusive, worldwide, royalty-free, non-transferable right and license to use such Intellectual Capital of CBRE for internal purposes during the Term of this Agreement, but only to the extent reasonably necessary for Client to continue to use or access such Deliverable for the purposes for which it was developed.
- **4.3** All Deliverables provided by CBRE, whether presented orally or in writing, shall be solely for Client's internal use and shall not be disclosed to and may not be used or relied upon by any third party without the prior written approval of CBRE. CBRE disclaims all responsibility to third parties deriving from the use of or reliance of said Deliverables.
- **4.4** This Section 4 shall survive the expiration or termination of this Agreement.

MISCELLANEOUS.

- 5.1 <u>Independent Contractor Status</u>. CBRE's status under this Agreement shall be that of an independent contractor and not that of an agent or employee of Client.
- 5.2 Notices. All notices, waivers, approvals, consents, demands, requests or other communications under this Agreement shall be in writing and deemed properly given, served and received in every case addressed to the Party to be notified as follows: if by mail: to CBRE, Attn: Patrick Juhlin, 222 South Main Street, 4th Floor, Salt Lake City, UT 84101, if by email: patrick.juhlin@cbre.com and if by mail: to (Client) Box Elder School District, Attn: (Name)

 (Address, City, ST, Zip)________, and if by email: _______, or to such other address as a Party may designate in the manner provided above.
- 5.3 Conflicts. Client acknowledges that CBRE or an Affiliate may be involved in representing other parties in transactions involving Client contemplated by this Agreement. If, at any time, the Account Team becomes aware that CBRE or an Affiliate represents the counterparty to that transaction, CBRE agrees to notify Client promptly upon discovering such facts. In the event of a conflict between CBRE's representation of Client under this Agreement with respect to such transaction and the obligations of CBRE or its Affiliate to the counterparty with respect to such transaction, CBRE shall establish appropriate internal procedures to prevent any communication or collusion between those employees of CBRE or its Affiliate who represent parties in such transactions in which such a conflict of interest may exist. Neither CBRE's performance of the Services nor anything contained herein shall be deemed to prohibit or interfere with CBRE's provision of similar services to third parties, provided that CBRE in so doing does not use or disclose any Confidential Information of Client.
- 5.4 <u>Warranty</u>. CBRE warrants that the Services will be performed in a good and workmanlike manner and in accordance with the applicable standards set forth in this Agreement. THE PRECEDING IS CBRE'S ONLY WARRANTY CONCERNING THE SERVICES, DELIVERABLES AND ANY OTHER WORK PRODUCT AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, ALL OF WHICH ARE DISCLAIMED.
- 5.5 <u>Valuation.</u> With respect to any comparative market analysis, price opinion, brokers opinion of value performed or other estimate of value provided by CBRE as part of or in furtherance of the Services ("BOV"), Client acknowledges and agrees that (a) such BOV has not been performed in accordance with the Uniform Standards of Professional Appraisal Practice and is not to be construed as an appraisal and may not be used as such for any purpose and (b) neither Client (or any of its Affiliates), nor any third parties, may use or rely on any BOV for any tax purposes, estate work, litigation, lending or any other matter other than Client's direct use in connection with the Services.
- **5.6** Compliance with Law. Each party agrees to comply with all applicable federal, state and local laws, regulations, codes, ordinances and administrative orders having jurisdiction over the parties, any property that is the subject of any transaction contemplated by this Agreement or the subject matter of this Agreement.
- 5.7 <u>Assignment: Successors and Assigns.</u> Neither Party shall assign this Agreement in whole or in part (other than an assignment to an Affiliate or by operation of law) without the prior written consent of the other Party. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

Rev: 09/2023

- 5.8 Force Majeure. No delay or failure in performance by a Party shall constitute a default hereunder to the extent caused by Force Majeure. Unless the Force Majeure substantially frustrates performance of the Services, Force Majeure shall not operate to excuse, but only to delay, performance of the Services. If Services are delayed by reason of Force Majeure, CBRE promptly shall notify Client. Once the Force Majeure event ceases, CBRE shall resume performance of the Services as soon as possible. "Force Majeure" means any event beyond the control of the Party claiming inability to perform its obligations and which such Party is unable to prevent by the exercise of reasonable diligence, including, without limitation, the combined action of workers, fire, acts of terrorism, catastrophes, changes in laws, condemnation of property, governmental actions or delays, national emergency, war, civil disturbance, floods, unusually severe weather conditions or other acts of God. Inability to pay or financial hardship shall not constitute Force Majeure regardless of the cause thereof and whether the reason is outside a Party's control.
- **5.9** Covenant of Good Faith and Fair Dealing. This Agreement imposes an obligation of good faith and fair dealing on Client and CBRE in the performance and enforcement of their duties and obligations as specified herein.
- **5.10** Severability. If any one or more of the provisions contained in this Agreement shall be adjudged illegal or unenforceable in whole or in part, such adjudication shall not affect the validity of any other provision of this Agreement. Each provision of this Agreement is severable from every other provision and constitutes a separate and distinct covenant.
- 5.11 Order of Precedence. Except as otherwise set forth in an Addendum, if there is any conflict or inconsistency between this Agreement, or Addendum, such conflict or inconsistency will be resolved by giving precedence: (a) first to the applicable Addendum; (b) second to this Agreement.
- 5.12 Attorney's Fees; Governing Law; Jury Waiver. If either party institutes a legal proceeding against the other party relating to this Agreement, the prevailing party shall recover from the non-prevailing party all of its (I) reasonable attorneys' fees and costs, (ii) expert-related fees and costs and (iii) other related out-of-pocket expenses. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah without regard to conflicts of laws principles. EACH PARTY, AFTER HAVING THE OPPORTUNITY TO CONSULT WITH COUNSEL OF ITS CHOICE, KNOWINGLY AND VOLUNTARILY, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION IN ANY WAY RELATED TO THIS AGREEMENT.
- **5.13** Entire Agreement; Amendment; Counterparts. This Agreement contains the entire agreement and understanding of the Parties with respect to the subject matter hereof. This Agreement may not be amended or modified, nor may any terms be waived, except by a written agreement signed by both Parties. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

The Parties have executed this Agreement effective as of the Effective Date.

Box Elder School District	CBRE, INC.
By:	Ву:
Name:	Name:
Title:	Title:

ADDENDUM FOR BROKERAGE SERVICES

This Addendum for Brokerage Services is attached to the Master Real Estate Services Agreement entered into between Box Elder School District, for itself and its Affiliates ("<u>Client</u>") and CBRE, Inc. ("<u>CBRE</u>") dated August 30, 2025 ("Agreement"). This Addendum is effective as of August 30, 2025. Any capitalized terms used herein that are not otherwise defined in this Addendum will have the meanings assigned to them in the Agreement.

- 1. SERVICES GENERALLY. Client appoints CBRE to be Client's exclusive provider throughout Utah or as otherwise needed of the brokerage services described in Section 2 below ("Brokerage Services") with respect to the real estate acquisitions, dispositions, leasing and subleasing transactions of Facilities designated by Client. "Facilities" means those facilities and properties owned, leased or otherwise controlled by Client or an Affiliate (or contemplated to be owned, leased or controlled by Client or an Affiliate) with respect to which CBRE is to provide Services.
- 2. BROKERAGE SERVICES. The Account Team will (a) coordinate the Services, (b) be responsible for the supervision and management of third-party brokers, CBRE brokers and Subagents providing Brokerage Services, (c) supervise and coordinate transactions and advise and make recommendations to Client with respect thereto, and (d) coordinate transaction strategy, resource allocation and process consistency on transactions. The following chart provides an overview of the Brokerage Services:

<u>Function</u>	Description
Selection	Coordinate market survey of available sites for any acquisition; coordinate RFP, if applicable; negotiation; prepare comparative analysis; analyze test fits.
Presentation	Present issues and advice to Client management and business units regarding any particular transaction as Client may reasonably request from time to time.
Negotiation	Negotiate; perform due diligence review; complete analysis and reporting; review comments to transaction documents and commission agreements, as applicable.
Closure	Coordinate transaction execution and property close out coordination.
Documentation	Coordinate transaction documentation

- **2.1** <u>Acquisitions.</u> CBRE shall provide the following Services relating to acquisitions of Land or Facilities that are designated and approved by Client:
 - **2.1.1** Purchases and Leases. For the purchase and lease of Land or Facilities by Client CBRE shall: (a) assist in obtaining input from Client operating units on Facility program requirements (i.e., Facility type, utilization, location, size, budget, schedule and related items), (b) evaluate program requirements, provide input on cost, schedule, constraints, fees, budget and related items, (c) document and present alternative solutions, (d) assess costs, transaction terms, conditions, approval requirements, schedule, fees and related issues, (e) coordinate negotiations and if requested by Client provide input on transaction documents.
 - **2.1.2** Lease Renewals/Extensions/Renegotiations. For the renewal, extension or renegotiations of Client leases for Land or Facilities CBRE shall: (a) for each lease approaching lease expiration, evaluate the renewal or extension terms contained in existing leases, if any, and provide input on renegotiation potential (cost, terms, business points, alternatives and related items), (b) upon approval by Client, negotiate and use commercially reasonable efforts to improve the terms, (c) coordinate negotiations and if requested by Client provide input on transaction documents.
- 2.2 <u>Dispositions.</u> CBRE shall provide the following Services relating to disposition of land or Facilities that are designated and approved by Client:
 - **2.2.1** Sale, Leasing and Subleasing of Land or Facilities. For the sale, leasing or subleasing of Client Land or Facilities, CBRE shall: (a) determine Client's objectives and requirements; (b) research existing Client lease and sublease provisions or review ownership document, as applicable; (c) inspect Facility; (d) coordinate negotiations and if requested by Client provide input on transaction documents and coordinate with Client's legal counsel.

3. COMPENSATION.

3.1 Generally. As compensation for the Services CBRE shall be entitled to the fees and reimbursements described in this Section 4. All fees shall be paid on a "per-transaction" basis and shall be earned by CBRE if Client consummates any of the transactions described herein, "Market Commission" means CBRE's then standard brokerage commission applicable in the local geographic area where the relevant Facility is located for similar transactions involving like properties; provided, however, that if CBRE does not have standard brokerage commission terms in such geographic area, then, with respect to such transaction, the Market Commission shall mean the commission determined on the basis of the then prevailing local market commission terms in such geographic area, as mutually agreed by the Parties. Where Client is acquiring a site, building or any other real property through a purchase, lease, sublease or other structure, CBRE shall use commercially reasonable efforts to obtain payment of a Market Commission with respect to such transaction from the seller or landlord or from the seller or landlord's broker. Client shall support CBRE in such efforts to obtain such Market Commission from the landlord or seller including by delivery of a letter in support of CBRE.

3.2 <u>Acquisitions</u>.

3.2.1 Purchases and Leases. Where Client is acquiring Land or a Facility whether through a purchase, lease or sublease, CBRE shall earn a Market Commission if Client enters into an agreement to purchase (and such purchase closes), lease or sublease a Facility, whether such transaction is procured by CBRE, Client, or anyone else. To the extent that CBRE is unable to obtain payment of a Market Commission from the seller or landlord (or the seller or landlord's broker), such commission shall be payable by Client, in the case of Client's purchase of a Facility, upon closing (whether such closing occurs during or after the expiration of the Term); and, in the case of Client's lease or sublease of a Facility, fifty percent (50%) upon the commencement thereof.

3.3 <u>Dispositions</u>.

- 3.3.1 Sales, Leases and Subleases. Client shall pay to CBRE and, if applicable, any Cooperating Broker Market Commissions for the subleasing of space leased by Client and the selling and leasing of space owned by Client. Fees with respect to sales of Land or Facilities shall be earned if Client enters into an agreement for the sale of Land or a Facility with a purchaser procured by CBRE, Client, or anyone else, and payable to CBRE at the closing of such sales (whether the closing occurs during or after the Term). All fees with respect to leases or subleases involving Client as lessor or sublessor of the Land or Facility shall be earned if Client executes an agreement to lease or sublease Land or a Facility with a tenant or subtenant procured by CBRE, Client, or anyone else, and payable to CBRE fifty percent (50%) upon the execution of such leases or subleases and fifty percent (50%) upon the commencement thereof (or otherwise upon a termination of this Agreement resulting from a Client default).
- 3.4 Fee Protection on Expiration or Termination. Within 30 days after the expiration or termination of the Agreement, CBRE shall provide Client with a list of all parties with whom CBRE was engaged in active negotiations for transactions for which fees could be earned under this Addendum. If within 180 days after such expiration or termination date, Client enters into any agreement with a party on such list for which a fee would have been earned hereunder, CBRE shall earn the fee provided for under this Addendum to the same extent as if the Agreement had not expired or terminated. Upon the expiration of the 180-day period, CBRE may present to Client for its consideration an extension of the fee protection period for any existing transactions which remain active and imminent. Client shall not be obligated to extend such period, but the Parties shall negotiate in good faith a fair compensation arrangement for the work performed by CBRE (or its Subagents) prior to termination. This Section shall survive the termination or expiration of the Agreement.

4. OTHER TERMS AND CONDITIONS.

- **4.1** Client acknowledges that CBRE and its Affiliates provide a wide range of real estate services and certain CBRE Affiliates (including employees), may: (a) assist with the transaction(s) contemplated by this Addendum; (b) represent clients who have competing interests in such transaction(s), and (c) pay and/or receive referral fees and other compensation relating to the foregoing, including to and from CBRE.
- 4.2 Client acknowledges and agrees that (a) CBRE assumes no responsibility for matters of a legal nature affecting the property valued or the title thereto, and CBRE does not render any opinion as to the title, (b) CBRE assumes no responsibility for hidden or unapparent conditions of the property, subsoil or structures or any hazardous materials or environmental conditions or issues affecting the property that would render it more or less valuable; and (c) neither all nor any part of the

Rev: 09/2023

contents of any valuation report provided by CBRE or a copy thereof (including conclusions as to property value or the identity of CBRE) shall be used for any purpose by anyone but Client without the prior written consent of CBRE.

- **4.3** Client acknowledges and agrees that CBRE makes no warranty or representation as to the accuracy of information supplied by any landlord, seller or other third party pertaining to any given transaction, and CBRE shall not be held liable for any misstatement or misrepresentation of fact or information related thereto. CBRE urges Client to retain appropriate consultants to review and investigate the condition of any property or building which Client may consider including, without limitation, investigations of the possible presence of hazardous substances, a review of zoning, building code and life safety issues, structural integrity, and an analysis of the condition of the roof and the building systems and equipment and the suitability of the property or building for Client's intended use
- 4.4 In no event shall CBRE incur liability under this Addendum or otherwise relating to the Services beyond the amount of fees (excluding any reimbursed amounts) received and retained by CBRE for the Services during the immediately preceding 12 months.

Box Elder School District	CBRE, INC.
By:	Ву:
Name:	Name:
Title:	Title:

Cost Proposal



BROKERAGE FEES

CBRE has a very competitive rate for brokerage services. Under a Master Services Agreement, all marketing costs such as signs, photos, advertising on property websites and the MLS are included in the earned commission at no extra cost to the client. We also provide consultation and BOV's as needed at no extra cost to the client.

COMMISSION SCHEDULE FOR ACQUISTIONS

CBRE will always ask the seller to pay a 3% commission fee. In the event that the seller is unwilling to pay all or a portion of the 3% fee, Box Elder School District would be responsible for the commission amount.

*Acquisition commission not to exceed 3% of the purchase price.

COMMISSION SCHEDULE FOR DISPOSITIONS

\$0 to \$1,000,000 - 6% of the gross sales price

\$1,000,000 to \$3,000,000 - 5% of the gross sales price

\$3,000,000 and up - 4% of the gross sales price

VALUATION AND ADVISORY SERVICES (APPRAISALS)

As described herein, our Valuation and Advisory Services would be available to Box Elder School District. CBRE would like to offer the following pricing for appraisal reports:

- \$3,000 Summary
- \$4,000 Self-Contained
- · Standard timing is three (3) weeks

*Pricing is for unimproved commercial land (non-subdivision); Commercial and Land Appraisal does not include residential, single family appraisals

CONTACT US

Bruce Zollinger

First Vice President +1 801 869 8040 bruce.zollinger@cbre.com **Patrick Juhlin**

First Vice President +1 801 869 8005 patrick.juhlin@cbre.com

