



## EXCLUSIVE AUTHORIZATION AND RIGHT TO SELL

1. **Right to Sell.** I (we), **City of Coalinga**, (hereinafter called "Seller") hereby employ and grant MID STATE REALTY (hereinafter called "Broker") the exclusive and irrevocable right to sell or exchange the real property situated in the City of **Coalinga**, County of **Fresno**, California.
2. **Term.** Broker's right to sell shall commence on January 1, 2020 and expire at midnight on December 31, 2020.
3. **Terms of Sale.**
  - a. The following items of personal property are to be included in the above-stated price: **None**
  - b. Broker is hereby authorized to accept on my behalf a deposit upon the purchase price in an amount of: **To be designated by the Seller at time of offer acceptance**
  - c. Evidence of title to the property shall be in the form of a CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY OF TITLE INSURANCE in the amount of the selling price to be paid for by **Seller**. I warrant that I am the owner of the property or have the authority to execute this Authorization. I hereby agree to permit a FOR SALE sign to be placed on my property by Broker named herein.

**NOTICE: THE AMOUNT OR RATE OF REAL ESTATE COMMISSIONS IS NOT FIXED BY LAW. THEY ARE SET BY EACH BROKER INDIVIDUALLY AND MAY BE NEGOTIABLE BETWEEN THE SELLER AND BROKER.**

4. **Compensation to Broker.** I hereby agree to compensate the Broker As follows:
  - a. **Five percent (5%)** of the selling price, if the property is sold during the terms hereof, or any extension thereof, by Broker on the terms herein set forth or any other price and terms I may accept, or through any other person, or by me, or **Five percent (5%)** of the price. If said property is withdrawn from sale, transferred, conveyed, leased or rented without the consent of Broker, by my voluntary act during the term hereof or any other extension thereof.
  - b. The compensation provided for in subparagraph a. above if property is sold, conveyed, or otherwise transferred or if negotiations have been initiated and are ongoing within 180 calendar days after the termination of this authority or any extension thereof to anyone with whom Broker has had negotiations prior to final termination, provided I have received notice in writing, including the names of the prospective purchasers, within ten (10) days after termination of this Authorization or any extension hereof. However, I shall not be obligated to pay the compensation provided for in subparagraph a. if sale, lease, or exchange of the property is made during or after the term of said protection period to anyone other than the above names of prospective purchasers provided to me by MID STATE REALTY.
  - c. I authorize Broker to cooperate with other Brokers, to appoint subagents, and to divide with other Brokers such compensation in any manner acceptable to Brokers. In the event of an exchange, permission is hereby given to Broker to represent all parties and collect compensation or commissions from them, provided there is full disclosure to all principles of such agency. Broker is authorized to divide with other Brokers such compensation or commissions in any manner acceptable to Brokers. However, Broker may not enter into any commission arrangements with other brokers or others that would be inconsistent with the terms of this Authorization or which would increase the total amount of Seller's obligation for a commission hereunder, and Seller's sole obligation and liability for a commission shall be to Broker as provided in this paragraph 4.
  - d. In the event money intended as consideration for sale of property is received by Seller outside of escrow and/or is not reflected in the sale price, the commission as agreed in paragraph 4.a. above shall apply to such monies.
  - e. A commission that has been earned by Broker shall be payable solely from the proceeds of the sale or the property upon the closing of escrow for the sale. If requested by Broker, Seller shall execute and deliver an escrow instruction irrevocably assigning Broker's compensation in an amount equal to the compensation provided in subparagraph a. (above) from the Seller's Proceeds.
5. **Disclosure.** Seller shall execute a Disclosure Statement required by California law concerning the condition of the property. Broker is authorized to provide copies to prospective Buyers. Seller agrees to save and hold Broker harmless from all claims, disputes, litigation, and/or judgments to the extent arising from any information supplied by Seller that Seller actually knows is incorrect or misleading in any material way, or from any material fact known to Seller, which Seller fails to disclose where Seller actually knows that such failure to disclose is misleading in any material way. For all purposes of this Authorization, actual

knowledge of Seller shall mean and be limited to only matters within the actual knowledge of Seller's City Manager or any employee of Seller expressly authorized by Seller's governing body to carry out the terms of this Authorization on behalf of Seller. [Initial] (\_\_\_\_\_/\_\_\_\_\_).

6. **Natural Hazard Disclosure.** A Natural Hazard Disclosure Report will be ordered through escrow and will be paid by Seller.
7. **Tax Withholding.** Seller agrees to perform any act reasonably necessary to carry out the provisions of FIRPTA (IRC-1445) and regulations promulgated thereunder.
8. **Equal Housing Opportunity.** This property is offered in compliance with state, local and federal anti-discrimination laws.
9. **Broker not Responsible for Descriptions of Acreage or Lot Size.** The information, if any, about acreage or lot size contained in this Authorization or in the Disclosure Statement is based upon information supplied by Seller or other sources, and Broker assumes no responsibility for any errors or omissions in that information. In the event that any third party seeks damages from Broker because of errors or omissions relating to acreage or lot size provided by Seller in this Authorization or in the Disclosure Statement, Seller shall defend, indemnify and hold Broker harmless, at Seller's sole expense, against and from any such claims.
10. **Broker not Responsible for Representations about Water or Water Quality.** The information, if any, about water availability and quality contained in this Authorization or in the Disclosure Statement is based upon information supplied by Seller, and Broker assumes no responsibility for any errors or omissions in that information. In the event that any third party seeks damages from Broker because of errors or omissions relating to water availability or quantity provided by Seller in this Authorization or in the Disclosure Statement, Seller shall defend, indemnify and hold Broker harmless, at Seller's sole expense, against and from any such claims.
11. **Hazardous Waste.**

**IMPORTANT NOTICE CONCERNING HAZARDOUS WASTES**

- a. Seller hereby acknowledges that Seller has read and understands and agrees with the matters set forth in the following "Important Notice Concerning Hazardous Wastes":  
Public concern about hazardous wastes has led to the passage of strict laws regulating hazardous wastes and underground storage tanks. "Hazardous wastes" are generally considered to include petroleum base products; paints and solvents; lead; cyanide; DDT; printing inks; acids; pesticides; ammonium compounds; asbestos; PCB's; cleaning materials; and photographic materials. The foregoing list is illustrative only and may not include substances classified as hazardous wastes by appropriate state or federal agencies. If property is to be sold or leased, is, has been, or will be the site of activities involving hazardous wastes, all parties to the transaction should consult with their own legal counsel and other appropriate experts and public officials about their individual rights and liabilities, including the possible costs involved. The same precaution holds true when the property is, has been, or will be the site of underground storage tanks. To the extent of its actual knowledge, MID STATE REALTY is committed to providing buyers, sellers, and tenants with all information about hazardous wastes and underground storage tanks in transactions in which it serves as Broker. Neither MID STATE REALTY nor its agents/employees, however, are experts with respect to the laws governing hazardous wastes. MID STATE REALTY and its agents/employees cannot offer advice about the right and liabilities of buyers, sellers, or tenants with respect to hazardous wastes and underground storage tanks. Neither can MID STATE REALTY or its agent/employees be responsible for the accuracy of information about hazardous wastes and underground storage tanks on particular parcels of property. Such information is obtained from the sellers of the property or public agencies, and MID STATE REALTY merely conveys the information to prospective buyers, sellers, or tenants. Each party to a real estate sales or lease transaction assumes the responsibility for making an independent investigation as to whether an actual or potential problem with hazardous wastes or underground storage tanks exists on the subject property.
- b. Seller hereby authorizes Broker to give the preceding notice to a prospective purchaser and to otherwise alert the prospective purchaser of the necessity of obtaining independent legal advice, as well as expert opinion as to the potential liability and financial responsibility that may exist if hazardous wastes or substances or underground storage tanks are present on the property.
- c. Seller represents to Broker that Seller has in its actual possession written inspection reports pertaining to hazardous wastes or substances or underground storage tanks listed as follows: (If none, write "NONE.") [Initial](\_\_\_\_\_/\_\_\_\_\_). Seller agrees to deliver copies of the reports to Broker, as well as any future reports received by Seller. Seller authorizes Broker to deliver copies of the reports to a prospective purchaser.

- d. Seller shall divulge to Broker and to any prospective purchaser information actually known to Seller as to the past or present existence of hazardous wastes or substances or underground storage tanks on the property.
  - e. Seller acknowledges that Broker is not expert in regards to the legal ramifications and technical problems and liabilities associated with hazardous wastes or substances or underground storage tanks, and that of necessity Broker must rely on Seller's representations or written report provided to Seller by experts regarding such matters.
12. **Agency.** Seller acknowledges that Seller has been informed that it is the policy of MID STATE REALTY to be the exclusive agent of Seller when another brokerage company represents the potential Buyer, and to be a dual agent of both Sellers and the potential Buyer when the potential Buyer elects to be represented by MID STATE REALTY. In the negotiation of a potential sale of the property by Seller, Broker is authorized to act as a dual agent representing both Seller and the purchaser, provided Broker gives Seller notice of such dual agency and obtains Seller's consent in advance. Seller will not withhold consent unreasonably. Broker also will give Seller all disclosures of dual agency required by law. Seller acknowledges that, when performing as a dual agent, Broker will not disclose to Seller the best terms upon which the purchaser is willing to purchase the property, unless authorized to do so by the purchaser. Similarly, Broker agrees not to disclose to a potential purchaser the best terms on which the Seller is willing to sell the property, unless expressly authorized to do so by Seller.
13. **Entire Authorization.** Seller warrants that Seller is the owner of the property and has the authority to execute this Authorization. The Seller and Broker further intend that this Authorization constitutes the complete and exclusive statement of its terms. This Authorization supersedes any and all agreements, either oral or written, between the parties here to with respect to the property. No representations, inducements, promises, or agreements, oral or otherwise, have been made by either party that are not embodied herein, and no other agreement, statement or promise concerning the matters described in this Authorization and not contained herein shall be valid or binding.
14. **Additional Terms:** Listing Contract to include the following parcels: Any and all properties owned by City of Coalinga, Successor Agency or Successor Housing Agency.

#### ARBITRATION OF DISPUTES

IN THE EVENT A CLAIM OR CONTROVERSY ARISES OUT OF THIS AUTHORIZATION, INCLUDING ANY FAILURE TO PAY BROKER ALL OR ANY PORTION OF THE AMOUNTS PROVIDED HEREIN, SELLER AND BROKER HEREBY AGREE THAT SUCH CLAIM OR CONTROVERSY SHALL BE SETTLED BY FINAL BINDING ARBITRATION IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION, WHICH RULES ARE INCORPORATED HEREIN BY REFERENCE, AND NOT BY COURT ACTION EXCEPT AS PROVIDED BY CALIFORNIA LAW FOR JUDICIAL REVIEW OF ARBITRATION AWARDS. JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. IN THE EVENT ANY ARBITRATION PROCEEDING OR ANY LEGAL ACTION TO ENFORCE AN ARBITRATION AWARD IS COMMENCED, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER ITS EXPENSES AND ATTORNEY'S FEES INCURRED THEREIN FROM THE OTHER PARTY. VENUE AND JURISDICTION FOR ANY SUCH ARBITRATION SHALL BE FRESNO, COUNTY OF FRESNO, CALIFORNIA. SELLER AGREES TO ELECT BINDING ARBITRATION IN ANY SUBSEQUENT AGREEMENTS RELATING TO THE SALE THE PROPERTY SUBJECT TO THIS AUTHORIZATION TO RESOLVE ANY AND ALL DISPUTES, WHICH INVOLVE BROKER.

"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OF JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISIONS. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION.

BROKER'S INITIALS	

SELLER'S INITIALS	

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THIS AUTHORIZATION AND HAVE RECEIVED A COPY.

**SELLER: CITY OF COALINGA**

BY: \_\_\_\_\_ Address: 155 W. Durian Avenue  
City Manager Coalinga, California 93210

Date: \_\_\_\_\_

Phone: Office (559) 935-1533 ext. 111 Fax: (559) 935-5912

Email: mtrejo@coalinga.com

IN CONSIDERATION OF THE ABOVE, BROKER AGREES TO USE DILIGENCE IN PROCURING A PURCHASER.

**BROKER: MID STATE REALTY**

By: \_\_\_\_\_ Address: 395 E. Elm Ave. Suite #A  
Tawnya Stevens, (Broker/Owner) Coalinga, California 93210

Date: \_\_\_\_\_

Phone: Office-559-935-5123/ Cell-559-647-2682 Fax: 559-935-5122

Email: tawnyastevens@sbcglobal.net License #: 01202124