

AGREEMENT FOR CONSULTING SERVICES

SERVICE TYPE Consulting Services

DATE OF AGREEMENT May 19, 2022

PARTIES TO AGREEMENT

Client	Kevin Emenaker, Executive Director, Administrative Services
Client Company	Alvord Unified School District
Address	9 KPC Parkway
City, State, Zip	Corona, CA 92879
Office	(951) 609-6110 ext. 226110
Email	kevin.emenaker@alvordschools.org

Consultant	Steven R. Fontes, MAI, CCIM
Consultant Company	Mission Property Advisors, Inc.
Address	231 E. Alessandro Boulevard #616
City, State, Zip	Riverside, CA 92508
Phone	(951) 656-1100 ext. 1
Mobile	(951) 640-5616
eFax	(951) 848-9300
E-mail	Steven@MissionPropertyAdvisors.com

Client hereby engages Consultant to complete the scope of work later outlined:

SUBJECT PROPERTY IDENTIFICATION

4601 La Sierra Avenue
Riverside, CA 92505
Riverside Assessor Parcel Number 146-261-015

PROPERTY TYPE

The subject property is an 11,516sf 2-story bank branch building reportedly currently leased and built in 1982.

INTENDED USERS

Client

INTENDED USE

The client is seeking assistance in establishing a price to make an offer for purchase.

ANTICIPATED SCOPE OF WORK

The consultant will conduct a site visit and will inspect the property interior if permitted by the listing agent.

The scope of work for consulting services that I will provide by Tuesday May 31, 2022 is as follows.

1. Interview of listing broker
2. Analysis of current bank lease¹, which is purportedly still in place
3. Spreadsheet analysis of land comps less the estimated cost of demolition for the building
4. Spreadsheet analysis of single tenant building sales. If the remaining lease term is 1 year or less, then vacant buildings will be used. If the remaining lease term is more than 1 year, then leased comps will be used.
5. Consultation to the District on value scenario and recommendation on what to offer for purchase

Client will need to have an attorney draft any such offer you may make, since I will not be providing brokerage services. They will need to have an agreement teed up and ready to go since I can't perform any sooner than May 31, 2022, that only gives a few days to submit an offer.

Client will also need proof of funds to show the sellers broker.

DELIVERY DATE

My analysis will be delivered no later than May 31, 2022 provided a signed contract and retainer check are received within the next 3 business days.

PAYMENT TO CONSULTANT

\$25,000. A \$15,000 retainer is required to begin work with the balance due upon completion.

Please make check payable to Mission Property Advisors, Inc.

PAYMENT DUE DATE

Consultant shall invoice Client for services rendered pursuant to this Agreement based upon the fees specified in this Agreement. Consultant's invoices are considered due upon receipt by Client and shall be deemed delinquent if not paid within 30 days of the date of Consultant's invoice. Client shall be assessed a late charge of 10% of the unpaid balance per month until paid in full. Additional late charges shall be assessed each additional month thereafter that an invoice remains unpaid in whole or in part. In the event Consultant pursues collection efforts to recover unpaid balances owed by Client. Client shall pay Consultant's costs of collection, including attorneys'

¹ Assuming it is provided by the listing agent for review.

CANCELLATION

Client may cancel this Agreement at any time prior to Consultant's delivery of the work product upon written notification to Consultant. Client shall pay Consultant for work completed on assignment prior to Consultant's receipt of written cancellation notice, unless otherwise agreed upon by Consultant and Client in writing. At the point of cancellation, Consultant will estimate the percentage complete and bill Client accordingly (which will not be less than the retainer amount). Payment must be made to Consultant within 30 calendar days of Client's receipt of the invoice (either by email or US mail, whichever is earlier). The retainer is not refundable once received.

NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement shall create a contractual relationship between Consultant or Client and any third party, or any cause of action in favor of any third party. This Agreement shall not be construed to render any person or entity a third-party beneficiary of this Agreement, including, but not limited to, any third parties identified herein.

TESTIMONY AT COURT OR OTHER PROCEEDINGS

Consultant's assignment pursuant to this Agreement shall include Consultant's participation in or preparation for, whether voluntarily or pursuant to subpoena, any oral or written discovery, sworn testimony in a judicial, arbitration or administrative proceeding, or attendance at any judicial, arbitration, or administrative proceeding relating to this assignment. In the event that Consultant is subpoenaed to testify as either a percipient witness or an expert witness, Client shall be responsible for payment to Consultant for testimony time, including preparation and travel to and from the place of testimony. Consultant's hourly rate for these additional services are \$500 per hour, with a 4-hour minimum per day, plus travel time to and from the venue for deposition(s) and/or trial.

CONSULTANT LIABILITY

Consultant will consulting services pursuant to the terms and conditions of this contract for the agreed upon fee as noted. Unless Consultant is found by a court of law to be 1) professionally negligent or 2) to have committed fraud relating to the services outlined in this contract, Consultant's liability to Client for any *actual* financial loss or *claim* of financial loss arising from Consultant performing the duties outlined in this contract shall be limited to the total fee collected by Consultant from Client. Consultant shall bear no responsibility or liability to the Client in the event that the Seller of the property elects to choose another buyer and not the Client.

EXPIRATION OF AGREEMENT

This Agreement is valid only if signed by both Consultant and Client within 3 business days of the Date of Agreement specified.

GOVERNING LAW AND JURISDICTION

The interpretation and enforcement of this Agreement shall be governed by the laws of the State of CA in which Consultant's principal place of business is located, exclusive of choice of law rules.

By Consultant:



Steven R. Fontes, MAI, CCIM

Printed name

May 19, 2022

Date

By Client:



Dated: 5/20/2022

