

Purchasing

CCAK
10/19/11

**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
THE COUNTY OF GLOUCESTER
AND
NAI MERTZ CORPORATION**

This Contract is made this 9th day of Nov., 2011 by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices at 2 South Broad Street, Woodbury, New Jersey 08096, hereinafter referred to as "County", and **NAI MERTZ CORPORATION** of 21 Roland Avenue, Mt. Laurel, New Jersey 08054, hereinafter referred to as "Contractor".

RECITALS

WHEREAS, there exists a need by the County to obtain realtor services for purposes of marketing and selling certain real property owned by the County; and,

WHEREAS, Contractor represents that it is qualified to perform said services, and desires to so perform pursuant to the terms and provisions of this Contract.

NOW, THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the County and the Contractor do hereby agree as follows:

TERMS OF AGREEMENT

1. COMMENCEMENT OF SERVICES. Contractor shall commence services forthwith upon being given written notice to proceed by the County's Department of Purchasing. Completion of the services shall be expedited with final completion consistent with the schedule required by the Director of the County's Department of Purchasing.

2. COMPENSATION. Contractor shall be compensated pursuant to the unit prices set forth in and subject to all terms and provisions of the Contractor's Proposal for "Realtor Services for Gloucester County" dated September 22, 2011 (hereinafter the "Proposal"). The Proposal is attached as Appendix A, and is incorporated into and made a part of this Contract. The total amount of this Contract shall not exceed \$125,000.00

Contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. DUTIES OF CONTRACTOR. The specific duties of the Contractor shall be as set forth in this Contract; the County's RFP# 011-055 (hereinafter the "RFP"); the Proposal; any agreement, the form of which is attached as Appendix B, that is signed for each County property to be sold (hereinafter the "Listing Agreement"); and, the terms and provisions of the Local Lands and Building Law, N.J.S.A. 40A:12-1, et seq. (hereinafter the "Building Law"). The RFP, any Listing Agreement, and the Building Law are all incorporated in their entirety, and made a part of this Contract. Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements of the Building Law, and the RFP issued by the County.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the parties agree as follows, where applicable:

A. The Contractor will not discriminate against any employee or applicant for employment because of gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. The Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

B. The Contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait.

C. The Contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Agency Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

E. The Contractor or subcontractor, where applicable, agrees to attempt in good faith to employ minority and female workers consistent with the applicable County employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable County employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.

F. The Contractor or subcontractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

G. The Contractor or subcontractor, where applicable, agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decision of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

H. The Contractor or subcontractor, where applicable, agrees to review all procedures relating to

transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey and applicable Federal law and applicable Federal court decisions.

I. The Contractor or subcontractor, where applicable, shall furnish such report or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

J. Only manufactured products of the United States of America, wherever available, shall be used in the execution of the work specified herein.

K. In accordance with the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA), it is expressly understood that if the net amount paid to Contractor pursuant to this Contract exceeds Ten Thousand Dollars (\$10,000.00) in a twelve-month period, Contractor will grant to the Department of Health and Human Services and/or the general Accounting Office access to such of Contractor's books, documents, and records as are necessary to verify the nature and extent of costs of services furnished under this Contract. Contractor agrees to grant such access until the expiration of four (4) years after the services are furnished under the contract. In the event that Contractor carries out any duties of the contract through a subcontract with a related organization which will result in payment to the related organization of Ten Thousand Dollars (\$10,000.00) or more over a twelve-month period, Contractor agrees that any such subcontract shall require that the related organization shall make available such books, documents, and records which are necessary to verify the nature and extent of the costs.

5. **LICENSING.** If the Contractor, or any of its subcontractors, is required to maintain a license in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to the County a copy of all current licenses to operate in the State of New Jersey, which license shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Contractor shall notify the County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Contractor or its agents and/or subcontractors.

6. **TERMINATION.** This Contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in the RFP, which are specifically referred to and incorporated herein by reference.

B. If Contractor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Contractor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

C. If, through any cause, the Contractor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports

prepared by the Contractor under this Contract, shall be forthwith delivered to the County.

D. Either party may terminate this Contract at any time by giving thirty (30) days prior written notice to the other of such termination. If the Contract is terminated as provided herein, the Contractor will be paid for the services rendered, direct costs and marketing expenses to the time of termination, or pursuant to the terms of any Listing Agreement in effect at the time of such termination.

E. Notwithstanding the above, the Contractor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of this Contract by the Contractor; and the County may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the County from the Contractor is determined.

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract.

7. NO ASSIGNMENT OR SUBCONTRACT. This Contract may not be assigned nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County, and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

8. INSURANCE. Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's and Workers' Compensation insurance in amounts and with companies deemed satisfactory by County. Said policies shall be in compliance with any applicable requirements of the State of New Jersey and of the United States. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming the County as an additional insured.

If Contractor is a member of a profession which is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract.

The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Contractor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

The County shall maintain liability insurance, with commercially reasonable limits, for any property for which the County requires the services of Contractor under this Contract. The County will name Contractor as an additional insured party on such liability insurance policy, and will provide Contractor with a copy of such policy.

9. SET-OFF. Should Contractor either refuse or neglect to perform the service which Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

10. PREVENTION OF PERFORMANCE BY COUNTY. In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Contractor shall be suspended without liability for the period during which the County is so prevented.

11. **NONWAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

12. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

13. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

14. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey, and of the United States, and of any other entity having jurisdiction pertaining to the performance of Contractor's services.

15. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent contractor and is not an agent of the County.

16. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

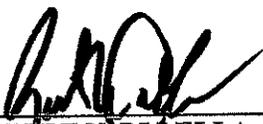
17. **CONTRACT PARTS.** This Contract consists of this Contract, the Proposal attached as Appendix A, the form Listing Agreement attached as Appendix B, any Listing Agreement signed by the parties, any specifications or schedule issued by the County in connection with the work to be performed, and the Building Law. If there is a conflict between this Contract and the Proposal or a Listing Agreement, this Contract will control. If there is a conflict between the RFP and this Contract, then this Contract will control.

18. **LISTING AGREEMENTS.** The County and Contractor agree to enter into a separate Listing Agreement for each property for which the County requires the services of Contractor. The form of the Listing Agreement that shall be utilized is attached as Appendix B. Upon execution, each such Listing Agreement shall be and become a part of this Contract.

THIS CONTRACT shall be effective as of the 21st day of December, 2011, as December 20, 2011 is the date that Contractor's prior contract for realtor services expires.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Freeholder Director, attested by its Clerk, and its corporate seal affixed hereunto, pursuant to a Resolution of the said party of the first part passed for that purpose; and Contractor has caused this instrument to be signed by its properly authorized representative, and its corporate seal affixed the day and year first above written.

ATTEST:


ROBERT N. DI LELLA, CLERK

**BOARD OF CHOSEN FREEHOLDERS
OF THE COUNTY OF GLOUCESTER**


ROBERT M. DAMMINGER, DIRECTOR

ATTEST:



NAI MERTZ


BARRY P. MERTZ
PRESIDENT

APPENDIX A

RFP #011-055

Standard Requirements of Technical Proposal

SECTION 3

A

NAI Mertz Corporation
21 Roland Avenue
Mount Laurel, New Jersey 08054

B

Age of firm: founded in 1980
Average number of employees over the last three years: 30 personnel

C

Please see biographical information in the attached addendum

1. John Brown, Broker Associate
2. Fred Meyer SIOR, Director of Corporate Services
3. Barry Mertz SIOR, President

D

Over the last 10 years NAI Mertz Corporation has completed over 2,500 sale and lease transactions in Southern New Jersey. In Gloucester County we completed 134 transactions representing, among others, the following:

- ⇒ Gloucester County - reference Pete Mercanti (856-853-3420)
- ⇒ Exeter Property Group - reference Henry Steinberg (610-234-3215)
- ⇒ Pureland Industrial Complex - reference Charles Walters (856-467-2333)
- ⇒ Mercedes Freightliner/ c/o NAI Norris, Beggs & Simpson - reference Randy Young (503-273-0535)
- ⇒ Liberty Property Trust - reference Tony Ewing (856-722-1000)
- ⇒ TD Bank - reference Mike Rovinsky (856-470-5953)

NAI Mertz has long standing relationships representing numerous Southern New Jersey landlords and businesses - including:

- ⇒ The Bleznak Organization - reference Alan Bleznak (856-665-3410)
- ⇒ Cherry Hill Business Park - reference Ben Cohen (610-664-8300)
- ⇒ PSE&G Site Finders - reference Will Steffens (973-430-6360)

E

For a detailed plan for providing services, please see response to Section 4.1: Scope of Work.

NAI Mertz

Commercial Real Estate Services, Worldwide.

RFP #011-055

4.6 Proposal Amount

We propose a commission schedule that is consistent with the statutory rate applicable to a Sheriff's Sale:

- ⇒ 6% of the first \$10,000 of the selling price
- ⇒ 4% of the balance of the selling price
- ⇒ Cooperating brokers will be invited to participate in the program, but will be treated as agents of the prospective purchaser they represent, and will be compensated by the prospective purchaser in the form of a "Buyer's Premium". We recommend fixing the rate of the Buyer's Premium at no more than three percent (3%) of the purchase price.
- ⇒ Certain marketing expenses (such as the cost of the web site, property signs, and newspaper advertising), as previously outlined above in Section 4.3, will also be allocated to each property and included in the Buyer's Premium.

NAI Mertz

Commercial Real Estate Services, Worldwide.



Commercial Real Estate Services, Worldwide.

NAI MERTZ CORPORATION
21 Roland Avenue
Mt. Laurel, NJ 08054-1096

tel 856 234 9600
fax 856 234 4957
www.naimertz.com
21 Roland Avenue
Mt. Laurel, NJ 08054

RE: Exclusive Right to Sell Agreement
<Insert Property Address, Lot and Block Number(s), and/or Tax Parcel Number(s)>

In accordance with the Contract for Professional Services dated <Insert Date>, The County of Gloucester, the owner ("Owner") of the above-referenced property, hereby grants to NAI Mertz Corporation, ("Broker") the exclusive right to sell the above-referenced Property, subject to the following provisions:

1. TERMS AND PRICES

In consideration of Broker's promise to list for sale and endeavor to secure a purchaser for Owner's Property located at <Insert Property Address, Lot and Block Number(s), and/or Tax Parcel Number(s)> for a sale price of <Insert Sale Price> and on such terms as may be acceptable to Owner, Owner hereby grants to Broker the sole and exclusive right to sell the Property during the term (as hereinafter defined) of this Agreement. The ("Term") of this Agreement shall be coterminous with the term of the separate Contract for Professional Services dated _____, 2010 between Owner and Broker (hereinafter the "Contract"), which is incorporated herein by reference. Either party may terminate this Agreement upon thirty (30) days prior written notice.

2. COMMISSIONS

(a) Owner agrees that upon a sale (or exchange) of the Property, or any portion of the Property, at any time during the Term, Broker shall have and is hereby given the exclusive right to negotiate such sale (or exchange), and regardless of who may negotiate the same, which includes sale negotiations of Owner, if any, Owner shall pay to Broker a commission equal to Six Percent (6%) of the first \$10,000 of the gross sale price (or the market value of the consideration received by the Owner in an exchange) of the Property plus Four Percent (4%) of the gross sale price (or the market value of the consideration received by the Owner in an exchange) of the Property over \$10,000 ("Sales Commission") regardless of whether the buyer is an individual person, a corporation, partnership or other entity, or a governmental authority that acquire the Property by negotiation or condemnation. This commission shall be payable whenever closing occurs, as long as the Agreement of Sale was executed during the Term. For purposes of this paragraph, if the Property constitute substantially all the assets of a corporation, agency, or other entity, a sale or exchange of the stock or other interest in such entity shall be deemed a "sale or exchange of the Property" under this Agreement. The sales commission shall be earned, due and payable upon closing of title to the Property, as long as the Agreement of Sale was executed during the Term. Owner further agrees that if a party is interested in leasing the Property on terms and conditions acceptable to Owner, Owner will pay Broker a commission equal to Six Percent (6%) of the first \$10,000 of aggregate rent due over the term of such lease plus Four Percent (4%) of the aggregate rent due over the term of such lease above \$10,000 ("Leasing Commission"). The Leasing Commission will be due and payable by Owner at the time a lease agreement is consummated. Owner will pay and additional Leasing Commission to Broker upon each and every renewal or extension of such lease. Owner will also pay Broker a Sales Commission if such tenant (or any party or entity related to such tenant) purchases the property during or incidental to such lease.

(b) Broker agrees that it shall not be entitled to any commission amount from the Owner in excess of the amount allowable under and pursuant to the terms and provisions of the Local Lands and Building Law, N.J.S.A. 40A:12-1, et seq, or that exceeds the total compensation in the Contract.

3. OWNER AFFILIATES

For purposes of this Agreement, "Owner" shall be deemed to include (a) any agency, authority, or entity which is controlled by Owner ("Affiliated Entity"), (b) any partnership, joint venture, or trust in which Owner,

or any official or agent of Owner ("Controlling Person"), or any Affiliated Entity or any Controlling Person has a controlling interest and (c) any agents, successors, and assigns of Owner.

4. SALE OF FURNITURE, FIXTURES, EQUIPMENT, FRANCHISES AND LICENSES

Owner and Broker understand and agree that any furniture, fixtures, equipment, on the Property are not part of the Property unless specifically listed on an addendum to this Agreement. If so listed on an addendum, such furniture, fixtures, and equipment will be included in the value ascribed to the sale price for the purpose of determining the Sales Commission, regardless of whether such items are characterized as personal property or real property at closing.

5. SALE AFTER TERMINATION

In the event any person, corporation, partnership or other entity who, during the Term, has been shown the Property, or has made an offer to purchase or lease the Property, enters into a contract to purchase or lease the Property, ("Prospective Purchaser") within six (6) months of the expiration of the Term, Owner shall pay to Broker the Sales Commission or Leasing Commission outlined in paragraph 2 above.

6. FINANCIAL CONDITION OF PURCHASER

Owner represents and covenants that Owner shall make its own investigation of the financial condition of all prospective purchasers of the Property and will not rely on any representations of Broker as to any aspect of Purchaser's or Tenant's creditworthiness. Although Owner agrees to pay to Broker all Sales Commissions due to Broker out of the proceeds of settlement upon the sale or exchange of the Property, Broker's right to a Sales Commission under this Agreement shall not be conditioned upon the payment of any funds to Owner under any purchase money mortgage, lease, or otherwise.

7. MARKETING AND PROMOTION

Owner acknowledges, understands, accepts, and agrees that Broker will market and promote the sale of the Property by employing a competitive bidding program intended to elicit the highest and best offers for the Property. As part of this process, Broker will list the Property for sale on LoopNet and CoStar – two MLS type services used by commercial real estate practitioners in the Southern New Jersey market and elsewhere. Broker will also require prospective purchasers (and/or their agents and representatives) to sign confidentiality agreements and submit financial qualification statements. Upon the execution of a confidentiality agreement and submission of a financial qualification statement, Broker will provide prospective purchasers (and, where applicable, their agents) with access to confidential documents posted in an on-line "e-room". These documents may include site plans, building plans, environmental reports, title reports, property condition reports, zoning and building code information, and other information needed by prospective purchasers to evaluate the Property and complete their due diligence, which will collectively termed "Evaluation Material". Owner agrees to provide Broker with such information as it may have in its possession, custody or control that may be reasonably required for such evaluation by a prospective purchaser. Owner further agrees that Broker may post the Evaluation Material in an online document e-room provided that access to the Evaluation Material is limited (by way of secured login) to prospective purchasers (and, where applicable, their agents) who have signed a confidentiality agreement and who have submitted a financial qualification statement. Broker will be reimbursed for marketing expenses at the time of Closing via a Buyer's Premium that will be paid by the Buyer in addition to the sale price.

8. ENVIRONMENTAL CONDITION OF PROPERTY

(a) Owner acknowledges and agrees that the Broker, a licensed real estate broker, is not an expert in construction, engineering, environmental or legal matters, nor is being asked to, nor will, make any representations or warranties respecting the condition, including but not limited to the environmental condition or suitability of the Property;

(b) Owner agrees to disclose in writing to Broker and to prospective buyers and/or tenants any and all information which the Owner has regarding the condition of the Property, including but not limited to the presence of asbestos, radon, PCB transformers, other toxic, hazardous or contaminating substances and underground storage tanks, in, on, under or migrating from the Property.

9. OWNER WARRANTY AND REFERRALS

- (a) Owner represents and warrants to Broker that Owner holds good and marketable title to the Property and has the ability to convey good and marketable title and to convey a leasehold interest in the Property, as contemplated by this Agreement.
- (b) Owner shall promptly refer to Broker, in writing, all prospects who have expressed an interest in leasing or purchasing the Property.

10. DUAL AGENCY

Owner acknowledges that Broker shall have the right to represent prospective purchasers or lessees as well as the Owner, and consents to such dual representation, provided that Owner receives written notice from Broker of any such dual representation prior to commencement of any negotiations with each such prospective purchaser or lessee.

11. COOPERATION WITH AND COMPENSATION TO COOPERATING BROKERS

Owner agrees that Broker may work with other licensed real estate brokers ("Cooperating Brokers") to secure a purchaser for the Property. Owner further acknowledges, understands, accepts and agrees that Broker will not be offering to share, split, or provide any portion of the Sales Commission with such Cooperating Brokers and will advise them that (a) they will be deemed the agent of any prospective purchaser on whose behalf they express interest in the Property and (b) they will have to look to such prospective purchaser for any compensation for their efforts in the sale or lease of the Property. Owner understands and agrees that Broker will require Cooperating Brokers and the prospective purchasers they represent to agree to and acknowledge these terms of cooperation and compensation before providing such parties access to information about the Property contained within the on-line document library.

12. EXTENT OF CONTRACT

This Agreement shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. Upon execution of an Agreement of Sale this Agreement and all rights and obligations hereunder shall be automatically extended through the date of actual settlement or closing.

13. GOVERNING LAW

This Agreement shall be construed according to the laws of the State of New Jersey.

14. VALIDITY OF FAXED SIGNATURES

This Agreement shall be effective when signed below or in counterpart, and photocopy, facsimile, electronic or other copies shall have the same effect for all purposes as an ink-signed original.

15. NEW JERSEY LAW

Required Notice: Please find below a notice which we are required to furnish you under the New Jersey Administrative Code (11:5-6.4):

COMMISSION SPLITS

LISTING BROKERS USUALLY COOPERATE WITH OTHER BROKERAGE FIRMS BY SHARING INFORMATION ABOUT THEIR LISTINGS AND OFFERING TO PAY PART OF THEIR COMMISSION TO THE FIRM THAT PRODUCES A BUYER. THIS IS GENERALLY REFERRED TO AS THE "COMMISSION SPLIT."

SOME LISTING BROKERS OFFER TO PAY COMMISSION SPLITS OF A PORTION OF THE GROSS COMMISSION, USUALLY EXPRESSED AS A PERCENTAGE OF THE SELLING PRICE, LESS A

SIGNIFICANT DOLLAR AMOUNT. OTHER LISTING BROKERS OFFER A PORTION OF THE GROSS COMMISSION LESS ONLY A MINIMAL LISTING FEE OR LESS ZERO.

THE AMOUNT OF COMMISSION SPLIT YOUR BROKER OFFERS CAN AFFECT THE EXTENT TO WHICH YOUR PROPERTY IS EXPOSED TO PROSPECTIVE BUYERS WORKING WITH LICENSEES FROM OTHER BROKERAGE FIRMS.

ON THIS LISTING, THE BROKER IS NOT OFFERING TO SPLIT THE SALES COMMISSION WITH COOPERATING BROKERS AND IS, INSTEAD, REQUIRING COOPERATING BROKERS TO ARRANGE TO BE PAID BY THE PROSPECTIVE BUYER THEY REPRESENT.

IF YOU FEEL THAT THIS MAY RESULT IN YOUR PROPERTY RECEIVING LESS THAN MAXIMUM EXPOSURE TO BUYERS, YOU SHOULD DISCUSS THOSE CONCERNS WITH THE LISTING SALESPERSON OR HIS/HER SUPERVISING BROKER.

BY SIGNING THIS LISTING AGREEMENT THE OWNER(S) ACKNOWLEDGE HAVING READ THIS STATEMENT ON COMMISSION SPLITS.

16. ENTIRE CONTRACT

This Agreement, and the Contract, together contain the entire agreement and understandings between the parties; and there are no related oral agreements or representations. If there is a conflict between the Agreement, and the Contract, then the Contract shall control.

17. NOTICES

All notices which may be required or desired to be given by either party hereto shall be given in writing and in accordance with the notice provisions of the Contract.

OWNER: COUNTY OF GLOUCESTER

BROKER: NAI MERTZ CORPORATION

By: _____
Robert M. Damminger
Title: Freeholder Director

By: _____
Barry P. Mertz, SIOR, President