

**BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA
PROFESSIONAL SERVICES AGREEMENT
Contract No. 25-RFP01011/AP**

THIS AGREEMENT made and entered into this _____ day of _____, 2025, by and between HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS, 15470 Flight Path Drive, Brooksville, Florida, a political subdivision of the State of Florida, hereinafter called the COUNTY and McLeod Real Estate LLC, 315 Howell Ave, Brooksville FL 34601 duly authorized to conduct business in the State of Florida, hereinafter called the PROFESSIONAL.

RECITALS:

WHEREAS, the PROFESSIONAL has reviewed the consulting services required pursuant to this Agreement and is qualified, willing and able to provide and perform all such services in accordance with its terms.

WHEREAS, the COUNTY does hereby retain the PROFESSIONAL to furnish certain services in connection with:

Real Estate Broker and Marketing Agent Services

NOW, THEREFORE, the COUNTY and the PROFESSIONAL, in consideration of the mutual covenants contained herein, agree as follows:

SECTION 1. CONSULTANT SERVICES. The PROFESSIONAL and the COUNTY mutually agree to furnish, each to the other, the respective services, information and terms as described in Exhibit "A" (Scope of Services), attached hereto and made a part hereof.

SECTION 2. MODIFICATIONS. This Agreement may only be amended or modified by mutual consent of duly authorized parties, in writing, through the issuance of a modification to this Agreement or purchase order as appropriate.

SECTION 3. TERM. The services indicated in Exhibit "A" to be rendered by the PROFESSIONAL shall be commenced, subsequent to the execution of this Agreement, upon written notice from the Hernando County Administrator. This Agreement shall take effect the date when this Agreement becomes fully executed by all parties hereto and shall terminate thirty-six (36) months hence. This Agreement may be renewed for two (2) additional twelve (12) month periods, upon mutual agreement of both parties. If any such renewal results in changes to the terms and conditions, such changes shall be reduced to writing as an amendment to this Agreement which shall be executed by both parties.

SECTION 4. COMPENSATION AND PAYMENT OF CONSULTANTS'S SERVICES. The COUNTY agrees to pay the PROFESSIONAL compensation as detailed in Exhibit "B" (Compensation and Payment Method), attached hereto and made a part hereof. Unless otherwise agreed to, this is a commission contract. No additional fees or expenses will be paid.

A. Adjustment of compensation and contract time because of any major changes in the work that may become necessary or desirable as the work progresses shall be left to the absolute discretion

of the COUNTY and supplemental agreements for same shall be entered into by the parties in accordance herewith.

- B. Unless otherwise agreed upon pursuant to section 4.A., the maximum compensation due to PROFESSIONAL is shown in Exhibit B hereto, subject to the following formulae:
- (i) In any purchase or sale for which the PROFESSIONAL is acting as the COUNTY's agent, if the COUNTY pays the commission, the percentage shown in Exhibit B is the maximum compensation owed to the PROFESSIONAL. In such instances, the PROFESSIONAL shall bear all responsibility for compensating the co-broker according to the commission-split agreement between the PROFESSIONAL and the co-broker, if any; the COUNTY will not bear any responsibility or liability for ensuring the PROFESSIONAL and co-broker adhere to their commission-split agreement, if any, regardless of whether such agreement is in writing.
 - (ii) In any purchase or sale for which the PROFESSIONAL is acting as the COUNTY'S agent, if a party or parties other than the COUNTY pays the commission, and the commission-split agreement between the PROFESSIONAL and the co-broker, if any, provides that the PROFESSIONAL's share of the commission is less than half of the percentage shown in Exhibit B, the COUNTY will compensate the PROFESSIONAL in the amount equal to half the percentage shown in Exhibit B less the commission amount PROFESSIONAL actually receives for that purchase or sale.
- C. Any commission-split agreement, whether or not in writing, between the PROFESSIONAL and the co-broker, if any, shall be the responsibility of the PROFESSIONAL and the co-broker. The COUNTY bears no responsibility or liability for ensuring the PROFESSIONAL and co-broker adhere to their commission-split agreement, if any, regardless of whether such agreement is in writing. This Section 4 is not intended to, and does not, confer upon any person other than the parties hereto any rights or remedies hereunder, and is not enforceable by any third-party including but not limited to any co-broker or other party.

SECTION 5. DELAYS. In the event there are delays on the part of the COUNTY as to the approval of any of the materials submitted by the PROFESSIONAL, or if there are delays occasioned by circumstances beyond the control of the PROFESSIONAL which delay the project schedule completion date, the COUNTY shall grant to the PROFESSIONAL, by "Letter of Time Extension," an extension of the contract time, equal to the aforementioned delays, provided there are no changes in compensation or scope of work except those changes that may be agreed upon between the parties hereto.

- A. ***It shall be the responsibility of the PROFESSIONAL to ensure at all times that sufficient contract time remains within which to complete all services on the project.*** In the event there have been delays that would affect the project completion date, the PROFESSIONAL shall submit a written request to the COUNTY that identifies the reasons for the delay and the amount of time related to each reason. The COUNTY shall timely review the request and determine whether to grant all or part of the requested extension.
- B. In the event the contract time expires, and the PROFESSIONAL has not requested, or if the COUNTY has denied an extension of the completion date no further payment for the project will be made until a time extension is granted or all work has been completed and accepted by the COUNTY.

SECTION 6. RESPONSIBILITIES OF PROFESSIONAL.

- A. The PROFESSIONAL shall provide Project Schedule progress reports in a format acceptable to the COUNTY, either monthly or at intervals established by the COUNTY. The COUNTY is entitled at all times to be advised, at its request, of the status and details of the PROFESSIONAL's work. Coordination shall be maintained by the PROFESSIONAL with representatives of the COUNTY. Either party to the Agreement may request and be granted a conference.
- B. The PROFESSIONAL shall maintain an adequate and competent professional staff within the State of Florida and may associate with specialists, sub-professionals, or other professionals, for the purpose of its services hereunder, without additional cost to the COUNTY. Should the PROFESSIONAL desire to utilize other specialists, sub-professionals, or professionals in the performance of the work, the PROFESSIONAL shall be responsible for satisfactory completion of all such specialists', sub-professionals', or other professionals' work, and may not assign or transfer work under this Agreement to other specialists, sub-professionals, or professionals unless approved in writing by the COUNTY. It is agreed that only specialists, sub-professionals, or other professionals that have been approved by an authorized representative of the COUNTY will be used by the PROFESSIONAL. It is also agreed that the COUNTY will not, except for services so designated herein, or as may be approved by the COUNTY, permit or authorize the PROFESSIONAL to perform less than the total contract work with other than its own organization.
- C. All final plans, documents, reports, studies, and other data prepared by the PROFESSIONAL shall bear the endorsement of a person in the full employ of the PROFESSIONAL and duly registered in the appropriate professional category.
- D. The PROFESSIONAL shall comply with all federal, state, and local laws and ordinances applicable to the work or payment therefor, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of this Agreement.
- E. The PROFESSIONAL shall perform and complete all work in a workmanlike manner to the best of its abilities and in accordance with professional consulting practices and principles.
- F. In performing the services, the PROFESSIONAL may be requested to act as agent of the COUNTY. Whether the PROFESSIONAL is acting as the buying agent or the selling agent of the COUNTY, the PROFESSIONAL will inform the COUNTY of every offer and listing that fits the criteria identified by the COUNTY, regardless of the total commission or the commission-split with the co-broker, if any.

SECTION 7. OWNERSHIP OF WORK PRODUCTS. All tracings, plans, specifications, maps, surveys, field survey notes, and reports prepared by the PROFESSIONAL or its specialists, sub-professionals or professionals under this Agreement shall be considered works made for hire and shall become the property of the COUNTY restricted to the terms of (6) above; and the PROFESSIONAL shall provide to the COUNTY reproducible copies upon request, at direct printing costs, at any time during the period of this

Agreement. Records of costs incurred in the performance of this Agreement shall be maintained and made available upon request of the COUNTY at all times during the period of this Agreement and for five (5) years after final payment is made. The PROFESSIONAL shall furnish copies of these documents and records to the COUNTY upon request at direct printing cost.

- A. Records of costs incurred includes the PROFESSIONAL project accounting records, together with supporting documents and records of the PROFESSIONAL and all specialists, sub-professionals, and other professionals performing work on the project, and all other records of the PROFESSIONAL and specialists, sub-professionals, and other professionals the COUNTY considers necessary for a proper audit of project costs.
- B. The PROFESSIONAL shall furnish to the COUNTY at direct printing cost all final work documents, papers and letters, or any other such materials which may be subject to the provisions of Chapter 119, Florida Statutes, made or received by the PROFESSIONAL in conjunction with this project. Failure by the PROFESSIONAL to provide such records shall be grounds for immediate unilateral cancellation of the Agreement by the COUNTY.

SECTION 8. TERMINATION. The COUNTY may terminate this Agreement in whole or in part at any time the interest of the COUNTY requires such termination. Additionally:

- 1) If the COUNTY reasonably determines that the performance of the PROFESSIONAL is not satisfactory, the COUNTY shall have the option of:
 - a) immediately terminating this Agreement;
 - b) notify the PROFESSIONAL of the deficiency, with a requirement that the deficiency be corrected within a reasonable specified time, otherwise the Agreement will be so terminated at the end of such time.
- 2) If the COUNTY requires termination of this Agreement for reasons other than unsatisfactory performance of the PROFESSIONAL, the COUNTY shall notify the PROFESSIONAL of such termination and specify the state of work at which time this Agreement is to be terminated.

SECTION 9. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

SECTION 10. The PROFESSIONAL shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by a negligent error, omission, or act for which the insured is legally liable; such professional liability insurance will provide coverage in the amount of \$1,000,000 min. per claim and in the aggregate. The PROFESSIONAL shall provide to the COUNTY proof of such insurance upon execution of this Agreement.

Additionally, the PROFESSIONAL shall procure and maintain Commercial General Liability insurance in the amount of \$1,000,000/\$2,000,000; \$1,000,000 for Auto; and Statutory amounts for Worker's

Compensation coverage whenever PROFESSIONAL enters County property.

The PROFESSIONAL shall also cause specialists, sub-professionals and other professionals retained by PROFESSIONAL for performance of this Agreement to procure and maintain comparable insurance coverage. Before commencing the work, the PROFESSIONAL shall furnish the COUNTY a certificate(s) showing compliance with this paragraph. *Said certificate(s) shall provide that policy(ies) shall not be changed or canceled until 30 days prior written notice has been given to the COUNTY; per policy provisions and per the standard ISO ACORD insurance form; the PROFESSIONAL, specialists, sub-professionals and other professionals shall name Hernando County as additional insured as to general liability, including a waiver of subrogation and Certificate Holder must read: Hernando County Board of County Commissioners.*

SECTION 11. The PROFESSIONAL warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the PROFESSIONAL, to solicit or secure this Agreement, and that he has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted.

For the breach or violation of this section (11) the COUNTY shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from any commission due to PROFESSIONAL pursuant to Exhibit "B", or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 12. Unless otherwise required by law or judicial order, the PROFESSIONAL agrees that it shall make no statements, press releases, or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of this Agreement, without first notifying the COUNTY and securing its consent in writing. The PROFESSIONAL also agrees that it shall not publish, copyright, or patent any of the site-specific data furnished in compliance with this Agreement; it being understood that, under section (7) hereof, such data or information is the property of the COUNTY. This does not include materials previously or concurrently developed by the PROFESSIONAL for "In House" use. The data generated by PROFESSIONAL for work under this Agreement shall be the property of the COUNTY.

SECTION 13. Standards of Conduct - Conflict of Interest - The PROFESSIONAL covenants and agrees that it and its employees shall be bound by the standards of conduct provided in Section 112.313, Florida Statutes, as it relates to work performed under this contract, which standards are hereby incorporated and made a part of this Agreement as though set forth in full. The PROFESSIONAL agrees to incorporate the provisions of this section in any subcontract into which it might enter with reference to the work performed.

SECTION 14. The COUNTY reserves the right to suspend, cancel, or terminate this Agreement without penalty in the event one or more of the PROFESSIONAL'S corporate officers is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the PROFESSIONAL for or on behalf of the COUNTY under this Agreement. The COUNTY

further reserves the right to suspend the qualifications of the PROFESSIONAL to do business with the COUNTY upon any such indictment or direct information. In the event that any such person against whom any such indictment or direct information is brought shall have indictment or direct information dismissed or be found not guilty, such suspension on account hereof shall be immediately lifted by the County Administrator. The COUNTY also reserves the right to terminate or cancel this Agreement in the event the PROFESSIONAL shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. In the event of termination under this section, PROFESSIONAL shall immediately turn over to the COUNTY reproducible copies of all tracings, plans, specifications, maps, and data prepared or obtained under this Agreement in conformity with the provisions of section (7) hereof. The COUNTY shall compensate the PROFESSIONAL for its services rendered up to the time of any such termination in accordance with section (8) hereof.

SECTION 15. PROFESSIONAL shall indemnify and hold harmless the COUNTY and its authorized agents and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of PROFESSIONAL and other persons employed or utilized by PROFESSIONAL in the performance of this Agreement.

This section shall survive the expiration or earlier termination of this Agreement. Nothing in this Agreement shall be construed to affect in any way the County's rights, privileges, and immunities as set forth in the Florida Statutes 768.28.

SECTION 16. NOTICES. All notices given by one party to the other party under this Agreement must be delivered to the receiving party's address set forth on this Agreement either by hand, qualified courier, or e-mail and will be deemed received the day after it is transmitted. If the County is the recipient, the notice must be addressed to Chief Procurement Officer, Hernando County Board of County Commissioners, 15470 Flight Path Drive, Brooksville, FL 34604 or emailed to crossiter-smith@hernando.co.fl.us.

SECTION 17. The COUNTY reserves the right to audit the PROFESSIONAL's records that relate to services and expenditures used, provided, and incurred in performance of this Agreement. Such records include, but are not limited to: all books, records, and memoranda of every description, pertaining to performance of this Agreement. The COUNTY further reserves the right to reproduce any of the aforementioned documents.

SECTION 18. Unless otherwise required by law, this Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute arising from this Agreement shall be litigated in the appropriate court in Hernando County, Florida, or the United States District Court, Middle District of Florida. IN ANY LITIGATION ARISING FROM THIS AGREEMENT, THE PARTIES SHALL BEAR THEIR OWN COSTS AND ATTORNEYS' FEES. BY SIGNING THIS AGREEMENT, THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL IN ANY LEGAL DISPUTE ARISING UNDER THIS AGREEMENT.

SECTION 19. INTERPRETATION

This Agreement shall not be construed for or against any party hereto, regardless of which party is wholly or partly responsible for its drafting.

SECTION 20. SUCCESSORS AND ASSIGNS; ASSIGNMENT. - The COUNTY and the PROFESSIONAL each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the COUNTY nor the PROFESSIONAL shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other.

Section 21. TRAVEL. No travel or per diem reimbursement expenses will be paid unless expressly authorized in the Agreement and approved by the COUNTY in writing in advance. All bills for any authorized travel expenses will be submitted and paid in accordance with the rates and procedures specified in section 112.061, Florida Statutes, and in compliance with the COUNTY's policy for travel expenses.

Section 22. INDEPENDENT CONTRACTOR. The PROFESSIONAL shall be legally considered an independent contractor and neither the PROFESSIONAL, its employees nor sub-contractors shall, under any circumstances, be considered servants or agents of the COUNTY; and the COUNTY shall at no time be responsible for any negligence or other wrongdoing by the PROFESSIONAL, its servants, agents, employees or subcontractors.

Section 23. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion will be deemed stricken, and such holding will not affect the validity of the remaining portion thereof.

Section 24. WAIVER. The delay or failure by either Party to exercise or enforce any of its rights under this Agreement will not constitute or be deemed a waiver of the Party's right thereafter to enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise of that or any other right.

Section 25. NO WARRANTY BY THE COUNTY. Approval by the COUNTY of any of the PROFESSIONAL's work, including but not limited to drawings, design specifications, written reports, or any work products furnished hereunder, shall not relieve the PROFESSIONAL of responsibility for the technical accuracy and adequacy of work under this Agreement. Neither the COUNTY's approval or acceptance, or payment for any services furnished under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement.

SECTION 26. NO THIRD-PARTY BENEFICIARIES. This Agreement is for the sole benefit of the parties hereto and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

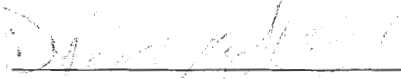
SECTION 27. This Agreement, including its Exhibit "A" Scope of Services, Exhibit "B" Compensation and Method of Payment, Exhibit "C" Anti-Human Trafficking Affidavit and Exhibit "D" Foreign Countries of Concern Exhibits attached hereto, and COUNTY Purchase Orders, all incorporated herein, represent the entire agreement between COUNTY and the PROFESSIONAL with respect to the subject matter hereof and

supersedes all prior agreements, negotiations, or understandings between the parties in any way relating to the subject matter of this Agreement.

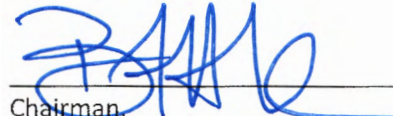
In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:

- Agreement
- Attachments:
 - Exhibit "A" Scope of Services
 - Exhibit "B" Compensation and Method of Payment
 - Exhibit "C" Anti-Human Trafficking Affidavit
 - Exhibit "D" Foreign Countries of Concern

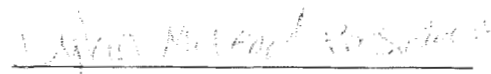
IN WITNESS WHEREOF, the parties hereto have caused these present to be executed, the day and year first above written.



Signature



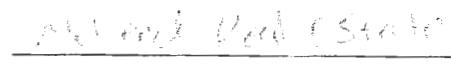
Chairman,
HERNANDO COUNTY BOARD OF COUNTY
COMMISSIONERS



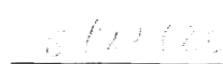
Printed Name and Title

9-23-2025

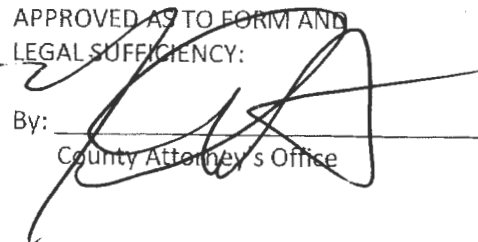
Date



Firm Name



Date

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:


By: _____
County Attorney's Office

Exhibit "A" Scope of Services

A. SALE OF REAL PROPERTY

1. Recommend the listing price of the sites based on their marketability and similar sales in the area. However, the listing price shall not be below the Hernando County Property Appraiser's stated market value.
2. Recommend a minimum sales price for each site.
3. Develop a marketing plan for the sale of each property utilizing:
 - a. "FOR SALE" signs where appropriate
 - b. newspaper or flyer advertisements
 - c. development and distribution of marketing materials
 - d. notification letters via U.S. mail to adjoining landowners advising of property availability
 - e. placing all properties on the Hernando County and other Multiple Listing Services (MLS)
 - f. social media
 - g. other marketing platforms
4. Advertise and market the property for sale in any additional and appropriate manner over and above the mandatory minimum requirement listed above.
5. Present any offers with recommendation for acceptance or refusal.
6. Provide bi-monthly status reports, if requested:
 - a. Competitive Market Analysis (CMA)
 - b. Advertising Plan(s)
 - c. Date(s) and listing(s) of properties advertised
 - d. Listing of contacts made, either in response to specific inquiries or realtor initiated.
 - e. Impression as to progress of marketing effort.
 - f. Suggestions, if any, as to how to change or improve the marketing plan.
 - g. Copy of MLS monthly reports showing all County properties listed.
7. Participate in site tours and/or other events concerning a showing of the property.
8. Analyze offers from potential buyers.
9. Presentations at public BOCC meetings may be required.
10. Recommendation on repair, inspection or maintenance issues that are critical to the ability to sell the property.
11. Negotiating with potential buyers on behalf of the County.

12. All other customary activities and services associated with real estate transactions.
13. Purchaser receives a statutory deed, not a warranty deed. No warranty or guarantee will be issued by the County.
14. All properties are sold "As Is."
15. Buyer is to pay all closing costs including title insurance if requested by buyer.

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B. PURCHASE OF REAL PROPERTY

1. Purchases of real property on behalf of the County.
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C. FACILITATE LEASE OF PROPERTY

1. Facilitate the lease of a property on behalf of Hernando County to include negotiating lease terms, advising on market rent rates, and/or handling lease agreements.
-

D. FACILITATE PURCHASE OR LEASE OF PROPERTY (OFF MARKET)

1. Facilitate the purchase or leasing of a property on behalf of Hernando County which:
 - a. is not listed for sale
 - b. is not listed for lease
 - c. property is listed with another real estate broker or contracted realtor and seller/owner is not offering a co-broker commission paid by the seller/owner
 - d. commission is not at minimum amount

Exhibit "B" Compensation and Method of Payment

Compensation under this AGREEMENT is as per commission schedule paid at closing through the Title Company:

Schedule No. 1:

NOT CO-BROKERED* Commission Rates (based on Purchase Price, Sales Price and/or Lease Price)

*NOT CO-BROKERED: Agent represents only one party to the transaction (either buyer or seller), and no commission or compensation will be shared with another brokerage. No cooperating broker is involved, and the transaction will be conducted exclusively within the agent's brokerage.

Line Item	Description	Unit of Measure	Percentage
RESIDENTIAL SALES:			
1	Residential Property Sale	each	3.0%
2	Residential Property Sale below \$20,000	each	3.0%
COMMERCIAL SALES:			
3	Commercial Property Sale	each	3.0%
4	Commercial Property Sale below \$20,000	each	3.0%
RESIDENTIAL PURCHASES:			
5	Residential Property Purchase	each	3.0%
6	Residential Property Purchase Sale below \$20,000	each	3.0%
COMMERCIAL PURCHASES:			
7	Commercial Property Purchase	each	3.0%
8	Commercial Property Purchase below \$20,000	each	3.0%
LEASES:			
9	Residential Property Lease	each	10.0%
10	Commercial Property Lease	each	10.0%
OFF-MARKET PURCHASE AND LEASE:			
11	Off-Market Residential Property Purchase	each	3.0%
12	Off-Market Commercial Property Purchase	each	3.0%
13	Off-Market Residential Property Lease	each	3.0%
14	Off-Market Commercial Property Lease	each	3.0%
UN-LISTED SALE, PURCHASE AND/OR LEASE:			
15	Residential Properties Not Listed (Sale)	each	3.0%
16	Commercial Properties Not Listed (Purchase)	each	3.0%
17	Residential Properties Not Listed (Lease)	each	3.0%
18	Commercial Properties Not Listed (Lease)	each	3.0%

Schedule No. 2:

CO-BROKERED* Commission Rates (based on Purchase Price, Sales Price and/or Lease Price)

* CO-BROKERED: Real Estate Transaction where two different brokerage firms (or agents from different firms) work together to complete a real estate transaction (either sale or purchase).

Line Item	Description	Unit of Measure	Percentage
RESIDENTIAL SALES:			
19	Residential Property Sale	each	2.%
20	Residential Property Sale below \$20,000	each	2.%
COMMERCIAL SALES:			
21	Commercial Property Sale	each	2.%
22	Commercial Property Sale below \$20,000	each	2.%
RESIDENTIAL PURCHASES			
23	Residential Property Purchase	each	2.%
24	Residential Property Purchase Sale below \$20,000	each	2.%
COMMERCIAL PURCHASES:			
25	Commercial Property Purchase	each	2.%
26	Commercial Property Purchase below \$20,000	each	2.%
LEASE:			
27	Residential Property Lease	each	2.%
28	Commercial Property Lease	each	2.%
OFF-MARKET PURCHASE:			
29	Off-Market Residential Property Purchase	each	2.%
30	Off-Market Commercial Property Purchase	each	2.%
31	Off-Market Residential Property Lease	each	2.%
32	Off-Market Commercial Property Lease	each	2.%
UNLISTED SALE, PURCHASE AND/OR LEASE:			
33	Residential Properties Not Listed (Sale)	each	2.%
34	Commercial Properties Not Listed (Purchase)	each	2.%
35	Residential Properties Not Listed (Lease)	each	2.%
36	Commercial Properties Not Listed (Lease)	each	2.%

Anti-Human Trafficking Affidavit

In compliance with Fla. Stat. § 787.06(13), this affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Hernando County or any of its subordinate units (the "Governmental Entity").

1. My name is Yvonne M. Borchert and I am over eighteen years of age. The following information is given from my own personal knowledge.
2. I am an officer or representative with Palmetto Real Estate, a non-governmental entity (the "Nongovernmental Entity"). I am authorized to provide this affidavit on behalf of Nongovernmental Entity.
3. Neither Nongovernmental Entity, nor any of its subsidiaries or affiliates, uses *coercion for labor or services*, as such italicized terms are defined in Fla. Stat. § 787.06, as it may be amended from time to time.
4. If, at any time in the future, Nongovernmental Entity does use coercion for labor or services, Nongovernmental Entity will immediately notify Governmental Entity and no contracts may be executed, renewed, or extended between the parties.
5. This declaration is made pursuant to Fla. Stat. § 92.525. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I Yvonne M. Borchert, declare that I have read the foregoing Anti-Human Trafficking Affidavit and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NAUGHT.

Palmetto Real Estate
Name of Nongovernmental Entity

Yvonne M. Borchert
Printed Name of Affiant

Owner / Broker
Title of Affiant

Yvonne M. Borchert
Signature of Affiant

6/12/14
Date

Exhibit "D" Foreign Countries of Concern

Pursuant to Florida Statutes, § 287.138, effective July 1, 2023, the County may not enter into contracts which grants an entity access to personal identifiable information if: a) the entity is owned by the government of a Foreign Country of Concern (as defined by the statute); (b) the government of a Foreign Country of Concern has a controlling interest in the entity; or (c) the entity is organized under the law of or has its principal place of business in a Foreign Country of Concern.

Beginning July 1, 2025, a governmental entity is prohibited from extending or renewing a contract with an entity meeting the requirements of (a), (b) or (c) above, if the contract would give such entity access to an individual's personal identifying information.

The Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit Form ("Form") is required by Florida Statutes, § 287.138, which is deemed as being expressly incorporated into this Form. The Affidavit must be completed by a person authorized to make this attestation on behalf of the entity for the purpose of submitting a bid, proposal, quote, or other response, or otherwise entering into a contract with the County. The associated bid, proposal, quote, or other response will not be accepted unless and until this completed and executed Affidavit is submitted to the County.

PROFESSIONAL's Legal Company Name: Melred Real Estate does not meet any of the criteria set forth in Florida Statutes, § 287.138(2)(a)-(c).

Pursuant to Florida Statutes, § 92.525, under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of PROFESSIONAL's Authorized Representative: Gregory Melred

Title of PROFESSIONAL's Authorized Representative: President / Broker

Signature of PROFESSIONAL's Authorized Representative: Gregory Melred

Date: 5/22/24