REAL ESTATE BROKER SERVICES AGREEMENT

This Real Estate Broker Services Agreement (the "Agreement") is made by and between the Town of Lisbon, Maine, a municipal corporation with an address of 300 Lisbon Street, Maine 04250, the Town of Sabattus, a municipal corporation with an address of 190 Middle Road, Sabattus, Maine 04280 (collectively, the "Towns") and Haggerty Realty, a licensed Maine real estate broker with an address of 353 Lisbon Street, Lisbon, ME 04250 (the "Broker" and collectively, with the Towns, the "Parties").

WHEREAS, the Towns have taken title through foreclosure of tax lien mortgages on the property described in a deed recorded in the Androscoggin County Registry of Deeds at Book 4645, Page 1, with a portion located in the Town of Lisbon known as 430 Ridge Road, Tax Map R09, Lot 14, and a portion located in the Town of Sabattus known as 921 Middle Road, Tax Map 2, Lot 26 (collectively "the Property");

WHEREAS, 36 M.R.S.A. §943-C requires the Towns to attempt to dispose of such Property through a real estate broker licensed to practice in Maine;

WHEREAS, the Towns have entered an agreement providing that they will jointly sell the Property and distribute the proceeds of sale as required by 36 M.R.S.A. §943-C ;

WHEREAS, the parties hereto desire to enter into this Agreement to more fully describe the terms and conditions of performance;

NOW THEREFORE, in consideration of the representations, covenants and agreements contained herein, the parties hereto agree as follows:

1. Effective Date. This Agreement shall be effective as of the date last executed by the last Party.
2. Term; Termination. This Agreement shall remain in effect until terminated by the Towns (acting jointly) or by Broker. The Towns (acting jointly) or Broker may terminate this Agreement at any time by providing the other Parties with at least sixty (60) days' written notice of the date of termination. All obligations under Section 8 of this Agreement shall survive the expiration of termination of this Agreement for any reason.
3. Scope of Services. Upon receipt of written notification from both Towns of their readiness to list the Property for sale, the Broker shall be responsible for providing the following services to the Town (the "Services") in relation to such Property:
    a. Performance of market analysis and valuation for the Property;
    b. Development and execution of strategies for the sale of the Property, including but not limited to advertisement, signage, staging, and scheduling and facilitation of on-site walkthroughs;
    c. Listing of the Property on the Multiple Listing Service and other appropriate databases or resources;
    d. Arranging for and coordinating Property appraisals, upon the Town's request;
    e. Cooperating with and advising the Town on negotiations of sale prices for the Property;

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f. Coordinating real estate closings;

g. Publicly presenting information relating to the Property and Services to the Town Council and other Town bodies when requested by the Town; and

h. Providing all other customary activities and services associated with the marketing and sale of real property and provided by real estate brokers.

4. Compensation. For provision of the Services, the Broker shall be entitled to compensation in the form of a commission equal to four percent (4%) of the final sale price of the Property in accordance with this Agreement (the "Commission"), for any sale arising during the effective period of this Agreement. Closing and final sale of the Property shall be a condition precedent to the Towns' payment of any Commission to the Broker. The Towns shall pay the Commission to the Broker at the time of closing for the Property or within fifteen (15) days thereafter. The Broker agrees to reduce the Commission to two percent (2%) in the event that the agreed-upon sale price, after deducing the Commission, will be insufficient to pay the back taxes and fees due on the Property pursuant to 36 M.R.S.A. §943-C. The Broker waives any and all claims or rights to payments from the Towns except for payment of the Commission as described herein.

5. Broker Representations, Warranties and Covenants. The Broker hereby represents, warrants and covenants as follows:

   a. Broker represents and warrants that it is fully licensed and authorized to act as a real estate broker in the State of Maine and to provide the Services described herein.

   b. Broker represents and warrants that it and all persons acting on its behalf have the necessary skills, knowledge, and capacity to provide the Services.

   c. Broker represents and warrants that it shall diligently provide the Services required by this Agreement and shall take all reasonable efforts to maximize the sale price of the Property.

   d. Broker agrees that it is not an agent or employee of either Town and is retained as an independent contractor only. The Broker is solely responsible for determining the manner and means of providing the Services, except to the extent limited by this Agreement, and the Towns have no right to direct or control the Broker in the provision of the Services.

   e. The Broker agrees to maintain and provide to the Towns upon demand an accounting of all fees incurred in connection with the provision of the Services for the Property.

6. Town Representations, Warranties and Covenants. The Towns hereby represent, warrant and covenant as follows:

   a. Towns represent and warrant that, to the best of their knowledge, they have properly taken title to the Property.

b. Towns agree to provide the Broker with reasonable access to the Property and such other information and documents in the Towns' possession as are necessary to perform the Services.

c. Towns agree that they shall provide the Broker with exclusive authority to list and market each Property for the duration of this Agreement and shall direct all inquiries respecting the purchase of the Property to the Broker.

7. Insurance. For the duration of this Agreement and for at least 90 days after the termination of this Agreement, the Broker shall at its own cost maintain insurance coverages of the type and amounts described in this section. Upon request, the Broker shall provide the Towns with evidence of all insurance coverages required herein. The Broker shall maintain insurance coverages of the following types and amounts:

a.	Professional Errors & Omissions	$1,000,000 per claim / $1,000,000 aggregate
b.	Automobile	$1,000,000 per claim / $1,000,000 aggregate
c.	Worker's Compensation	Statutory Minimum

8. Release and Indemnification. The Broker understands and agrees that the Towns have taken title to the Property through a statutory tax lien foreclosure process, that the Towns are not responsible for the condition of the Property or any buildings thereon and cannot make any representations as to the safety, habitability, maintenance or history of the Property or the presence or absence of any defects or other hazards (whether visible, latent or otherwise). The Broker, its employees and agents, understand and agree that entering onto the Property and any buildings thereon may pose risk of personal injury or damage to person or property and hereby assume full responsibility for any such injury or damage and release and discharge, to the fullest extent permitted by law, the Towns, their officers, employees, agents and representatives from all claims, damages, losses, costs, liabilities and expenses (including, without limitation, any legal fees and expenses) of any kind whatsoever that the Broker, its employees and agents, may have or assert arising out of or resulting from their presence on the Property.

   The Broker shall indemnify, defend, and hold harmless the Towns, their officers, employees and agents from and against any and all liabilities, causes of action, judgments, claims, damages, losses and expenses (including, without limitation, reasonable attorneys' fees and costs) for personal injury (including bodily harm or death) or property damage arising out of, or in consequence of, any negligent or intentional act or omission of the Broker, its employees or agents. This indemnity shall apply to all claims against and liability of the Towns, their officers, employees, agents and representatives regardless of any applicable insurance policies or coverage limits. For the purposes of the foregoing indemnification (bodily injury) only, Broker waives any immunities to which it may be otherwise entitled under workers' compensation laws, and assumes liability in any amount claimed by an employee of Broker against either of the Towns.

9. Assignment. This is a professional services contract and the Broker may not assign any of its duties or rights hereunder without the prior written agreement of the Towns.

10. Amendment; Waiver. This Agreement may not be amended except in writing executed by the parties hereto. No terms, requirements, conditions, rights or remedies contained within this Agreement may be waived except in writing signed by the waiving party. Any forbearance in the assertion of any rights or remedies under this Agreement may not be considered a waiver of the ability to exercise any such right or remedy in the future nor shall the acceptance or performance of any of the Services be deemed a waiver of any term or condition of this Agreement.

11. Notices. All notices or communications required under this Agreement shall be made by mail to the following addresses or to such other address as the parties may from time to time agree, and shall be effective upon receipt or refusal of receipt:

To the Town of Lisbon:
Samantha Bryant, Finance Director
Town of Lisbon
300 Lisbon Street
Lisbon, ME 04250

To the Broker:
Cheryl Haggerty
Haggerty Realty
353 Lisbon Street
Lisbon, ME 04250

To the Town of Sabattus
Erik Baker, Interim Town Manager
Town of Sabattus
190 Middle Road
Sabattus, ME 04280

12. Severability. If any part of this Agreement is found to be invalid, illegal or otherwise unenforceable, such part shall be inoperative only insofar as is necessary to correct such invalidity, illegality or unenforceability and the remainder of this Agreement shall continue in full force and effect. The parties agree to work in good faith to amend the Agreement as is necessary to correct any invalid, illegal or unenforceable provision.

13. Entire Agreement. This Agreement represents the entire understanding of the Towns and Broker and supersedes all prior representations, agreements and understandings, whether verbal or written.

14. Arbitration. Any dispute regarding this Agreement shall be decided by binding arbitration under the Commercial Rules of the American Arbitration Association, which shall be conducted in Lisbon, Maine. The parties agree that any questions or disputes regarding the arbitrability of any dispute shall be decided by the arbitrator. Judgment may be entered upon any arbitration award in any court of appropriate jurisdiction, and that this Section 14 shall not preclude a party from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

The parties hereto, being duly authorized, have executed this Agreement on the dates set forth below.

TOWN OF LISBON, MAINE

_____ Date: _____
By: Glenn Michalowski, Town Manager

TOWN OF SABATTUS, MAINE

_____ Date: _____
By: Erik Baker, Interim Town Manager

HAGGERTY REALTY

_____ Date: _____
By: Cheryl Haggerty