

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement (referred hereafter as “AGREEMENT”) for contract lobbying services is entered into this 11th day of March 2020, by and between Ridge Strategy Group, LLC (including its members, partners, associates, contractors, employees and/or agents), doing business at 1507 E. 53rd Street, #146, Chicago, Illinois 60615 (referred hereafter individually as “RSG”), partnering with CapitolHall Partners, LLC (including its members, partners, associates, contractors, employees and/or agents), doing business at 10001 S. Seeley Ave. Chicago, Illinois 60643, , (referred hereafter individually as “CHP”), (together and collectively referred hereafter as “CONSULTANTS”), and Chicago Association of Realtors (referred hereafter as “CLIENT”) doing business at 430 N. Michigan Avenue #800, Chicago, Illinois 60611, pursuant to which CONSULTANTS will perform consulting and contract lobbying services (referred hereafter as “SERVICES”) on CLIENT’s behalf. In consideration of the covenants and undertakings set forth herein, the parties agree as follows:

Section 1. General Description of Consultants Services

CONSULTANTS are public affairs and business development firms with collectively over 40 years of experience specializing in government relations and procurement, business development, lobbying, strategic planning, reputation management, public and community relations, airport operations and concessions.

CHP’s legislative and business expertise in Chicago will assist CLIENT by developing, implementing and evaluating a detailed strategy. It is CHP’s belief that the consulting services requirements of CLIENT can be met through the utilization of CHP’s professional knowledge and wide-ranging network in government relations to develop, pursue and implement CLIENT’s agenda specifically as it relates to the city of Chicago.

RSG works directly with key city stakeholders from the Mayor's Office to every Alderman in the city. RSG's client list covers international Fortune 100 companies, sports and entertainment venues, national information technology companies, community-based organizations, co-working and community development companies, and RSG's approach stays the same: impactful client engagement to understand perspective, situation and goals; identification of stakeholders that can positively affect goals; and customization of a strategic plan of operation accompanied with zealous advocacy during execution.

Section 2. Services

CLIENT hereby engages CONSULTANTS, and CONSULTANTS hereby accept such engagement, as independent contractors to provide the Services described in this AGREEMENT to CLIENT on the terms and conditions set forth in this AGREEMENT. CLIENT shall not control the manner or means by which CONSULTANTS, or their employees or contractors, perform the SERVICES, including without limitation the time and place CONSULTANTS perform the SERVICES. Unless otherwise set forth in this AGREEMENT, CONSULTANTS will furnish, at CONSULTANTS' own expense, the equipment, supplies, and other materials used to perform the Services. CONSULTANTS will provide services related to CLIENT's business strategy, legislative strategy, public policy strategy and operations within the purview of the City of Chicago's government agencies, including the Office the Mayor and the City of Chicago City Council. , including:

- a) Undertake general advocacy efforts, regarding legislation and regulations that may affect CLIENT, including register to lobby, lobby on behalf of CLIENT's interests with government agencies and elected officials, drafting, distributing and presenting relevant information to governmental committees;
- b) Report on government affairs activity and provide copies of briefs, amendments, roll call votes and other documents distributed in connection with related legislative or executive activity;

- c) Provide strategic assistance for CLIENT in development of local stakeholder constituencies, including, but not limited to governmental entities, business groups, community and faith-based organizations;
- d) Perform in a professional manner and not use improper methods when urging consideration of any matter or otherwise working on behalf of the CLIENT; and
- e) Comply fully with all applicable federal, state and local laws and regulations when performing its obligations under this engagement.

Section 3. Term and Termination

3.1 The term of the AGREEMENT will commence on the date first written above and will end on March 11, 2021 ("Term"), unless the parties mutually agree to extend the Term in writing prior to the expiration of the Term. CONSULTANTS engagement may be terminated by (i) CLIENT upon CONSULTANTS failure to perform any obligation hereunder which is not remedied within fifteen (15) days of the receipt of CLIENT's written notice thereof or (ii) by CONSULTANTS or CLIENT, for any reason whatsoever, with or without cause, on thirty (30) days written notice. If CLIENT terminates the engagement they will have no liability or payment obligations to CONSULTANTS after the effective date provided in the notice of termination, except for approved compensation or expenses incurred prior to that date. If CHP or RSG terminates individually, CLIENT may terminate the AGREEMENT immediately or may, at CLIENT'S sole option, continue the AGREEMENT as between CLIENT and the non-terminating CONSULTANT.

Section 4. Compensation, Invoice and Expenses

4.1 **Compensation.** In payment for the SERVICES rendered by CONSULTANTS during the term of this AGREEMENT, CLIENT will pay CONSULTANTS (monthly retainer in US dollars) \$6,000.00 per month. CLIENT will make individual \$3,000.00 payments to CHP and

RSG within 30 (thirty) days of receipt of each monthly invoice. Consideration paid to CONSULTANTS is not contingent upon the success of any undertaking hereunder.

4.2 Invoices. CONSULTANTS will invoice CLIENT monthly, individually from CHP and RSG, with payment due in full and payable by check or wire transfer to CHP and RSG, individually, within 30 days upon receipt of invoices. The first invoices will be submitted upon AGREEMENT commencement.

4.3 Expenses. CONSULTANTS are solely responsible for any travel or other costs or expenses incurred by CONSULTANTS in connection with the SERVICES that are not authorized by CLIENT for reimbursement pursuant to this section. CLIENT agrees to reimburse CONSULTANTS for reasonable and necessary expenses, as determined by CLIENT, incurred in connection with the SERVICES, but only after CLIENT's prior written approval to reimburse such expense. CONSULTANTS will present expenses as a straight pass-through without mark-up.

Section 5. Amendment

5.1 This AGREEMENT may be amended by the mutual agreement of the parties in a writing to be attached to and incorporated into this AGREEMENT.

Section 6. Confidential Information

6.1 CONSULTANTS agree that any information received by CONSULTANTS during the performance under this AGREEMENT will be treated by CONSULTANTS in full confidence and will not be revealed to any other persons, firms, or organizations. CONSULTANTS further agree not to use such information in any manner other than in furtherance of this AGREEMENT.

Section 7. Entire Agreement

7.1 This AGREEMENT supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter of this AGREEMENT, and no other agreement, statement, or promise relating to the subject matter of this AGREEMENT that is not contained in this AGREEMENT shall be valid or binding.

Section 8. Severability

8.1 In the event that any one or more of the provisions contained in this AGREEMENT shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision and this AGREEMENT shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in this AGREEMENT.

Section 9. Indemnification; Insurance

9.1 Each CONSULTANT agrees, to the fullest extent permitted by law, to hold harmless and indemnify CLIENT and its directors, officers, agents, and employees from any claims, causes of action, suits, judgments and associated costs and expenses relating to such, arising out of or in connection with an action by the other party to this AGREEMENT. However, CLIENT shall not be indemnified by CONSULTANTS for any loss, liability, damage, or expense resulting from CLIENT'S own negligence or willful misconduct.

9.2 During the Term, you shall maintain in force adequate forms of insurance, in each case with insurers reasonably acceptable to CLIENT, with policy limits sufficient to protect and indemnify CLIENT and its affiliates, and each of their officers, directors, agents, employees,

subsidiaries, partners, members, controlling persons, and successors and assigns, from any losses resulting from CONSULTANTS' conduct, acts, or omissions or the conduct, acts, or omissions of your agents, contractors, servants, or employees.

Section 10. Attorney's Fees

10.1 If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, each party shall be responsible to bear its own attorneys' fees.

Section 11. Governing Law

11.1 The validity of this AGREEMENT and of any of its terms or provisions as well as the rights and duties of the parties under this AGREEMENT, shall be governed by the laws of the State of Illinois, County of Cook.

12. Relationship of the Parties.

12.1 CONSULTANTS are independent contractors, and this Agreement does not create, and shall not be construed to create, any association, partnership, joint venture, employee or agency relationship between CONTRACTORS and CLIENT for any purpose. CONTRACTORS have no authority (and shall not hold themselves out as having authority) to bind CLIENT and CONSULTANTS shall not make any agreements or representations on CLIENT's behalf without CLIENT's written consent.

12.2 Without limiting Section 12.1, CONSULTANTS will not be eligible to participate in any vacation, group medical or life insurance disability, profit sharing or retirement benefits or any other fringe benefits or benefit plans offered by CLIENT to its employees, and CLIENT will not be responsible for withholding or paying any income, payroll, social security, or other federal, state, or local taxes, making any insurance contributions, including for unemployment or

disability, or obtaining workers' compensation insurance on your behalf. CONSULTANTS shall be responsible for, and shall indemnify CLIENT against, all such taxes or contributions, including penalties and interest. Any persons employed or engaged by CONSULTANTS in connection with the performance of the SERVICES shall be CONSULTANTS' employees or contractors and CONSULTANTS shall be fully responsible for them and indemnify CLIENT against any claims made by or on behalf of any such employee or contractor.

12.3 Any responsibility of CONSULTANTS pursuant to this AGREEMENT applies jointly to each CONSULTANT except for responsibilities specifically designated by reference to apply only to "RSG" or "CHP" individually.

This Agreement executed as of the day and year first above written.

CONSULTANTS

CAPITOLHALL PARTNERS, LLC

By 

Margaret Houlihan Smith

Its Manager

RIDGE STRATEGY GROUP, LLC

By 

Gyata M.J. Kimmons

Its Manager

CLIENT

CHICAGO ASSOCIATION OF REALTORS

By _____

Kristopher J. Anderson

Its Government & External Affairs Director