



COMMERCIAL BUYER/TENANT REPRESENTATION AGREEMENT

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1. PARTIES: The parties to this agreement are:

Client: Hidalgo County
ATTN: Richard Cortez
Address: 100 E. Cano Ste 302
City, State, Zip: Edinburg, TX 78539
Phone: _____ Fax: _____
E-Mail: _____

Broker: Coldwell Banker Commercial RGV
Address: 508 E. Dove
City, State, Zip: McAllen, TX 78504
Phone: (956)309-5002 Fax: _____
E-Mail: rdavidguerra@outlook.com

2. APPOINTMENT: Client grants to Broker the ~~exclusive~~ right to act as Client's real estate agent for the purpose of acquiring property in the market area.

3. DEFINITIONS:

- A. "Acquire" means to purchase or lease.
- B. "Closing" in a sale transaction means the date legal title to a property is conveyed to a purchaser of property under a contract to buy. "Closing" in a lease transaction means the date a landlord and tenant enter into a binding lease of a property.
- C. "Market area" means that area in the State of Texas within the perimeter boundaries of: HIDALGO COUNTY
- D. "Property" means any interest in real estate. Client intends to acquire 1 properties in the market area. If Client intends to acquire more than one property, the terms "property", "price", "purchase", and "lease" will be read to include the plural.

4. TERM: This agreement begins on June 2, 2020 and ends at the earlier of:
A. 11:59 p.m. on June 2, 2021; or
B. the closing of the transaction of the last property that Client intends to acquire.

5. BROKER'S OBLIGATIONS: Broker will:
A. use Broker's best efforts to assist Client in acquiring property in the market area;
B. assist Client in negotiating the acquisition of property in the market area; and
C. comply with other provisions of this agreement.

6. CLIENT'S OBLIGATIONS: Client will:
A. work ~~exclusively~~ through Broker when acquiring property in the market area and negotiate the acquisition of property in the market area ~~only~~ through Broker;

(TXR-1502) 4-1-14 Initialed for Identification by Client _____, _____ and Broker/Associate [Signature] Page 1 of 7

- B. inform other brokers, salespersons, sellers, and landlords with whom Client may have contact that Broker ~~exclusively~~ represents Client for the purpose of acquiring property in the market area and refer all such persons to Broker; and
- C. comply with other provisions of this agreement.

7. REPRESENTATIONS:

- A. Each person signing this agreement represents that the person has the legal capacity and authority to bind the respective party to this agreement.
- B. Client represents that Client is ~~not~~ now a party to another buyer or tenant representation agreement with another broker for the acquisition of property in the market area.
- C. Client represents that all information relating to Client's ability to acquire property in the market area Client gives to Broker is true and correct.

8. INTERMEDIARY: (Check A or B only.)

- A. Intermediary Status: If Client wishes to acquire one of Broker's listings, Client authorizes Broker to act as an intermediary and Broker will notify Client that Broker will service the parties in accordance with one of the following alternatives.
 - (1) If the owner of the property is serviced by an associate other than the associate servicing Client under this agreement, Broker may notify Client that Broker will: (a) appoint the associate then servicing the owner to communicate with, carry out instructions of, and provide opinions and advice during negotiations to the owner; and (b) appoint the associate then servicing Client to the Client for the same purpose.
 - (2) If the owner of the property is serviced by the same associate who is servicing Client, Broker may notify Client that Broker will: (a) appoint another associate to communicate with, carry out instructions of, and provide opinions and advice during negotiations to Client; and (b) appoint the associate servicing the owner under the listing to the owner for the same purpose.
 - (3) Broker may notify Client that Broker will make no appointments as described under this Paragraph 8A and, in such an event, the associate servicing the parties will act solely as Broker's intermediary representative, who may facilitate the transaction but will not render opinions or advice during negotiations to either party.
- B. No Intermediary Status: Client does not wish to be shown or acquire any of Broker's listings.

Notice: If Broker acts as an intermediary under Paragraph 8A, Broker and Broker's associates:

- ♦ may not disclose to Client that the seller or landlord will accept a price less than the asking price unless otherwise instructed in a separate writing by the seller or landlord;
- ♦ may not disclose to the seller or landlord that Client will pay a price greater than the price submitted in a written offer to the seller or landlord unless otherwise instructed in a separate writing by Client;
- ♦ may not disclose any confidential information or any information a seller or landlord or Client specifically instructs Broker in writing not to disclose unless otherwise instructed in a separate writing by the respective party or required to disclose the information by the Real Estate License Act or a court order or if the information materially relates to the condition of the property;
- ♦ shall treat all parties to the transaction honestly; and
- ♦ shall comply with the Real Estate License Act.

9. COMPETING CLIENTS: Client acknowledges that Broker may represent other prospective buyers or tenants who may seek to acquire properties that may be of interest to Client. Client agrees that Broker may, during the term of this agreement and after it ends, represent such other prospects, show to the other prospects the same properties that Broker shows to Client, and act as a real estate broker for such other prospects in negotiating the acquisition of properties that Client may seek to acquire.

10. CONFIDENTIAL INFORMATION: Broker may not knowingly disclose information obtained in confidence from Client except as authorized by Client or required by law. Broker may not disclose to Client any

information obtained in confidence regarding any other person Broker represents or may have represented except as required by law.

11. BROKER'S FEES:

A. Broker's fees under this agreement are as follows: *(Check all that apply.)*

(1) Commission: Broker will receive a commission calculated as follows:

if Client purchases a property:

6.000 % of the gross sales price; or

and if Client leases a property:

4.000 % of all base rents to be paid over the term of the lease and the same percentage of the following items to be paid over the term of the lease:

expense reimbursements based on initial amounts;

_____ ; or

(a) Source of Commission Payment:

(1) Broker will seek to obtain payment of the commission specified in Paragraph 11A(1) first from the seller, landlord, or their agents. If such persons refuse or fail to pay Broker the amount specified, Client will pay Broker the amount specified less any amounts Broker receives from such persons.

(2) Client will pay Broker the commission specified in Paragraph 11A(1).

(b) Earned and Payable: A person is not obligated to pay Broker a commission until such time as Broker's commission is *earned* and *payable*.

(1) Broker's commission is *earned* when Client enters into an agreement to acquire property in the market area.

(2) Broker's commission is *payable*, either during the term of this agreement or after it ends, upon the earlier of:

(A) the closing of the transaction to acquire property in the market area;

(B) Client's breach of a written contract to acquire property in the market area; or

(C) Client's breach of this agreement.

(3) If Client acquires more than one property, Broker's commissions for each property acquired are earned as each property is acquired and are payable at each closing.

(c) Additional Compensation: If a seller, landlord, or their agents offer compensation in excess of the amount stated in Paragraph 11A(1) (for example, marketing incentives or bonuses to cooperating brokers) Broker may retain the additional compensation in addition to the commission specified above. Client is not obligated to pay any such additional compensation to Broker.

(d) Acquisition of Broker's Listing: Notwithstanding any provision to the contrary, if Client acquires a property listed by Broker, Broker will be paid in accordance with the terms of Broker's listing agreement with the owner and Client will have no obligation to pay Broker unless specified by a subsequent separate agreement.

(2) Hourly Fees: Client will pay Broker fees at the rate of \$ _____ per hour. If Broker also receives fees under Paragraph 11A(1) or if Client acquires one of Broker's listings, Broker will refund the hourly fees upon receipt of the fees under Paragraph 11A(1) or the listing. Broker's hourly fees are earned when Broker's services are rendered and are payable when billed.

(3) Advance Fee: Before this agreement begins, Client will pay Broker an advance fee of \$ n/a . The advance fee is earned at the time it is paid. Broker will credit the advance fee against any other fee Broker receives under this agreement at the time Broker receives the other fee.

(4) Client's Purchase of Property Leased by Client: If Client agrees to lease property in the market area during the term of this agreement or any applicable protection period, and subsequently, during the term of the lease, including any renewal, extension, or expansion of the lease, Client agrees to purchase all or part of the property in which the leased property is located by oral or written agreement or option, Client assures Broker that the seller or Client will pay Broker, at the time the sale closes, a fee of:

(i) 3.000 % of the sales price; or

(ii) _____ .

This Paragraph 11A(4) survives termination of this agreement. This Paragraph 11A(4) does not apply if another Texas-licensed real estate broker represents Client in the negotiations for the purchase and the other broker receives a fee for negotiating the purchase.

(5) Renewals, Extensions, or Expansions of Property Leased by Client: If Client agrees to lease property in the market area during the term of this agreement or any applicable protection period, and subsequently, during the primary term of the lease, Client and the landlord agree to renew, extend, or expand the lease, Client assures Broker that the landlord or Client will pay Broker, at the time the renewal, extension, or expansion becomes effective, a fee of:

(i) _____ % of all base rents to be paid over the term of the renewal or extension and the same percentage of the following items to be paid over the same term: expense reimbursements based on initial amounts _____ ;

(ii) _____ % of all base rents to be paid over the term of the expansion and the same percentage of the following items to be paid over the same term: expense reimbursements based on initial amounts _____ ; or

(iii) n/a _____ .

This Paragraph 11A(5) does not apply if another Texas-licensed real estate broker represents Client in the negotiations for the renewal, extension, or expansion and the other broker receives a fee for negotiating the renewal, extension, or expansion. In addition to their ordinary meanings, "extensions," "renewals," and "expansions" include new leases for more, less, or different space in the building or complex in which the property is located.

(6) Construction: If Client uses Broker's services to procure or negotiate the construction of improvements to property that Client owns or may acquire, Client will pay Broker at the time the construction is substantially complete a fee equal to: n/a _____

_____ . This Paragraph 11A(6) does not apply if the contractor pays Broker the amount specified in this paragraph under a separate agreement.

(7) Service Providers: If Broker refers Client or any party to a transaction contemplated by this agreement to a service provider (for example, mover, cable company, telecommunications provider, utility, or contractor) Broker may receive a fee from the service provider for the referral.

(8) Other: n/a _____

B. Protection Period: "Protection period" means that time starting the day after this agreement ends and continuing for 60 days. Not later than 10 days after this agreement ends Broker may send Client written notice identifying the properties in the market area called to Client's attention during this

17. SPECIAL PROVISIONS:

18. AGREEMENT OF THE PARTIES:

- A. Entire Agreement: This document contains the entire agreement of the parties and may not be changed except by written agreement.
- B. Assignment: Neither party may assign this agreement without the written consent of the other party.
- C. Binding Effect:
 - (1) Client's obligations to pay Broker earned fees are binding upon Client and Client's heirs, administrators, executors, successors, and permitted assigns.
 - (2) If Client does not acquire a property under this agreement, but a related party of Client acquires (within the applicable periods under this agreement) a property that Broker brings to Client's attention, Broker will be entitled to all compensation under this agreement as if Client had acquired property. "Related party" means any assignee of Client, any family member or relation of Client, any officer, director, or partner of Client, any entity owned or controlled, in whole or part, by Client, and any entity that owns or controls Client, in whole or part.
- D. Joint and Several: All Clients signing this agreement are jointly and severally liable for the performance of all its terms.
- E. Governing Law: Texas law governs the interpretation, validity, performance, and enforcement of this agreement.
- F. Severability: If a court finds any clause in this agreement invalid or unenforceable, the remainder of this agreement will not be affected and all other provisions of this agreement will remain valid and enforceable.
- G. Notices: Notices between the parties must be in writing and are effective when sent to the receiving party's address, fax, or e-mail specified in Paragraph 1.

19. ADDITIONAL NOTICES:

- A. Broker's fees and fees between brokers are not fixed, controlled, recommended, or suggested by Texas REALTORS®, its local affiliates, or any listing service. Broker's fees are negotiable.
- B. Broker's services are made available without regard to race, color, religion, national origin, sex, disability, or familial status. Local ordinances and the National Association of REALTORS® Code of Ethics may provide for additional protected classes (e.g., creed, status as a student, marital status, sexual orientation, or age).
- C. Broker is not a property inspector, surveyor, engineer, or environmental assessor. Client should seek experts to render such services for any property Client seeks to acquire.
- D. If Client purchases property, Client should have an abstract covering the property examined by an attorney of Client's selection, or Client should be furnished with or obtain a title policy.

CONSULT AN ATTORNEY: Broker cannot give legal advice. This is a legally binding agreement. READ IT CAREFULLY. If you do not understand the effect of this agreement, consult your attorney BEFORE signing.

Client: Hidalgo County

ATTN: Richard Cortez

By: _____

By: (signature) _____

Printed Name: _____

Title: _____ Date: _____

By: _____

By: (signature) _____

Printed Name: _____

Title: _____ Date: _____

Broker:

Broker / Company Name: Coldwell Banker Commercial RGV

License No. 582850

By: (signature) 

Printed Name: Sally Fraustro Guerra

Title: Broker Associate License No. 0508895

Date: 6-24-20



Information About Brokerage Services

Texas law requires all real estate licensees to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

TYPES OF REAL ESTATE LICENSE HOLDERS:

- **A BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- **A SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of each party to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
 - that the owner will accept a price less than the written asking price;
 - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
 - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

Coldwell Banker La Mansion Real Estate	582851	bgarza@bagarza.net	(956)631-1322
Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
Betty Garza	0308334	BGarza@BGarza.net	(956)631-1322
Designated Broker of Firm	License No.	Email	Phone
Betty Garza	308334	bgarza@bgarza.net	(956)631-1322
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
Sally Fraustro Guerra	508895	Sally.Guerra@ColdwellBanker.com	(956)458-0085
Sales Agent/Associate's Name	License No.	Email	Phone

Buyer/Tenant/Seller/Landlord Initials

Date

Regulated by the Texas Real Estate Commission

TXR-2501

Coldwell Banker/La Mansion R, 508 E. Dove McAllen TX 78504
Sally Guerra

Information available at www.trec.texas.gov

IABS 1-0 Date

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