

## ENGAGEMENT AGREEMENT FOR PROFESSIONAL REAL ESTATE SERVICES

This engagement agreement for Professional Real Estate Services (the "Agreement") is entered into effective as of August 8, 2023 (the "Effective Date"), by and between the County of Hidalgo, Texas (the "County") and Rodolfo David Guerra, Coldwell Banker Commercial RGV ("Realtor").

WHEREAS, the Hidalgo County Commissioners Court (the "County") has requested that the County contract with a licensed Real Estate Broker to provide services to the County on an as needed basis; and

WHEREAS, on August 8, 2023, the Commissioners Court authorized the Hidalgo County Purchasing Agent to negotiate and engage the services of Realtor as a professional real estate agent to provide services on an as needed basis; and

WHEREAS, County has determined that the Realtor has demonstrated the necessary competence and ability to perform the services for a fair and reasonable fee; and

Now therefore, in consideration of the terms and conditions as outlined in this agreement and supporting documentation, the parties agree as follows:

1. During the term of this Agreement, Realtor agrees to render and provide the services in accordance with specifications and terms contained in the following documents attached hereto and incorporated by reference as follows (as modified) and subject to the additional terms and conditions stated below:
  - Exhibit "A" Representation Agreement
  - Exhibit "B" Information about Brokerage Services
2. County and Realtor hereby agree that this Agreement is entered into in order to provide the Services to **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.
3. Realtor will be engaged on an as needed basis and does not retain the sole or exclusive right to act as the County's real estate agent.
4. County will determine when Realtor's services are to be provided and/or are necessary to assist County with acquiring property in the market area and negotiating the acquisition of same.

5. To the extent there is a conflict between this agreement and the additional documents attached hereto, describing the business relationship between Realtor and County, this agreement supersedes and controls, specifically as to any conflicting items.
6. During the term of this Agreement, Realtor shall be obligated and hereby promises and agrees to render and provide the Services in accordance with the terms and conditions contained herein. Services will be performed within **Hidalgo County** following a request for Services by the **County** or its designated agent. Realtor agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further, Hidalgo County reserves the right to request these services from other sources other than Realtor and shall not be in violation of any terms or conditions of this Agreement.
7. **Non-Exclusive Agreement.** County hereby retains Realtor to act as County's real estate agent/broker and to provide the Services (as defined below), on a non-exclusive basis. County represents that it has not entered into an exclusive brokerage agreement with any other agent/broker.
8. **Term.** This Agreement shall be for a period of **one (1) year**, commencing on **August 8, 2023** and expiring on **August 7, 2024**, and may be extended at the sole discretion of the County for an additional two (2) one (1) year terms under the same rates, terms and conditions unless this Agreement is terminated pursuant to the provisions herein, whichever occurs first.
9. **Licenses.** As a condition of this Agreement, Realtor shall hold and maintain throughout the term of this Agreement all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services. If such license or permit is suspended or revoked, this Agreement shall automatically be terminated and Realtor shall immediately notify the County.
10. **Consideration.** As consideration for rendering the Services provided for in this Agreement, the County agrees to pay Realtor the negotiated fee amounts specified in Exhibit "A" attached hereto. To the extent payment of fees is not incorporated into any lease, closing and/or settlement documents, requests for payment shall be submitted by written invoice in accordance with this Agreement and pursuant to the Texas Prompt Payment Act. Tex Govt.CodeCh.2251.

11. **Insurance:** Consistent with its status as an independent contractor and at its sole expense, Realtor agrees that throughout the duration of the work under this Agreement and any extension hereof, it shall provide and maintain any and all insurances and abide by any requirements which are specified herein and/or which may be necessary in providing Services or are otherwise required by law. Insurance policies shall cover, but are not limited to, Realtor's activities and all persons, vehicles, equipment and property connected with providing Services, to include theft or loss. The amount of insurance required shall be in accordance with amounts specified by the County or as prescribed by law, but in no event shall any amount be less than the minimum amounts prescribed by law, including, but not limited to the Texas Tort Claims Act. These requirements do not establish limits of Realtor's liability. Any and all applicable insurance requirements and amounts are incorporated herein by reference for all purposes. Realtor is responsible for ensuring all required insurance policies are valid for the duration of the contract. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas and acceptable to County. Realtor shall cause all subcontractors/agents utilized by Realtor to also comply with these specifications. Realtor shall furnish to County certificate(s) of coverage, and all renewals throughout the duration of the Project, issued by the insurer that such insurance is in full force and effect. For each applicable policy, Realtor shall name the County as an additional insured. Realtor shall notify County a minimum of thirty (30) days in advance of cancellation of all or part of a policy. Realtor shall make any other insurance documentation available to County upon request.
12. **Indemnification.** **Realtor shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Realtor under this Contract. Said indemnity shall cover any act or failure to act by the Realtor, its agents or employees.**
13. **Assignment.** This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.
14. **Independent Contractor.** It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Realtor, and that Company is an independent contractor under this Contract.
15. **Notice.** Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:                      The County of Hidalgo

Attn: County Judge  
100 E. Cano, 2<sup>nd</sup> Floor  
Edinburg, Texas 78539

If to Realtor: Rodolfo David Guerra  
423 Nighthale Avenue  
McAllen, Texas 78504

16. **Provisions.** In case 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 thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
17. **Termination.** This Agreement may be terminated by County without cause upon thirty (30) days written notice.
18. **Successors.** This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
19. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.
20. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Realtor. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County. *Agreements for the acquisition, including lease of real or personal property under Tex. Loc. Govt. Code §271.903:* In the event that, during any term hereof, the Commissioner's Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Realtor, County agrees, however, to use a best efforts attempt to obtain and appropriate funds for payment of

the Agreement. The parties intend this provision, if applicable, to be a continuing right to terminate this at the expiration of each budget period of County in accordance with Tex. Loc. Govt. Code §271.903 (Vernon Supp. 1996).

21. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise.
22. **Immunities:** Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.
23. **Nondiscrimination:** Realtor, including subcontractors, assignees and successors in interest, ensures that no person shall on the grounds of race, religion, color, national origin, sex, age, or disability, or any other protected class under law, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation in any federally or non-federally funded program or activity when providing any services described herein under this contract/agreement.
24. **Additional Documents:** The parties hereto covenant and agree that they will execute each such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this contract/agreement.
25. **Required Contract Provision for Contracts Subject to Federal Award (if applicable):** Pursuant to 2 CFR 200.327, a non-federal entity's contracts must contain the applicable provisions described in appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Additionally, County contracts under Federal award which are subject to assistance from the Federal Emergency Management Agency (FEMA) are also required to contain additional contract clauses. The applicable required contract clauses are incorporated herein and made part of this agreement for all purposes.

**EXECUTED** as of the day and year first written above.

**APPROVED BY COMMISSIONERS' COURT ON August 8, 2023.**

**Agenda Item No. 91816**

**Executive Office: \_\_\_\_\_**

**VENDOR:**  
Coldwell Banker Commercial RGV

**COUNTY:**  
COUNTY OF HIDALGO

\_\_\_\_\_  
Rodolfo David Guerra

\_\_\_\_\_  
Hon. Richard F. Cortez, County Judge

**APPROVED AS TO FORM**  
Office of the Hidalgo County  
Criminal Justice Attorney,  
Toribio "Terry" Palacios

**ATTEST:**

\_\_\_\_\_  
Robert Viña III, Assistant District Attorney

\_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

**ATTACHMENTS:**  
(If Applicable)

**SUPPLEMENTAL SIGNATURES:**  
(If Applicable)



# COMMERCIAL BUYER/TENANT REPRESENTATION AGREEMENT

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.  
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**1. PARTIES:** The parties to this agreement are:

Client: Hidalgo County

Address: 100 Closner Blvd

City, State, Zip: Edinburg, TX 78539

Phone: (956)292-7090 Mobile: \_\_\_\_\_ Fax or E-Mail: \_\_\_\_\_

Broker: Coldwell Banker Commercial Real Estate Rio Grande Valley

Address: 508 E Dove Ave

City, State, Zip: McAllen, TX 78504

Phone: (956)631-1322 Mobile: (956)309-5002 Fax or 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, TX
- D. "Property" means any interest in real estate. Client intends to acquire land/commercial 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 August 8, 2023 and ends at the earlier of:

- A. 11:59 p.m. on August 7, 2024; 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) 07-08-22 Initialed for Identification by Client \_\_\_\_\_, \_\_\_\_\_ and Broker/Associate [Signature]

- 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 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 \$ \_\_\_\_\_. 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) 6.000 % 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) 2.000 % 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) \_\_\_\_\_.

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: \_\_\_\_\_

\_\_\_\_\_. 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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- B. **Protection Period:** "Protection period" means that time starting the day after this agreement ends and continuing for 90 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 agreement. If during the protection period Client agrees to acquire all or part of any such property, Client will pay Broker, upon closing, an amount equal to the fees Broker would have been entitled to receive had Client acquired the property during the term of this agreement. This Paragraph 11B survives termination of this agreement.
- C. **Excluded Properties:** Under a prior representation agreement Client is obligated to pay another Texas licensed broker a fee if Client acquires, before \_\_\_\_\_, any of the following properties in the market area: \_\_\_\_\_

(excluded properties). If Client enters into a contract to acquire all or part of an excluded property before the date specified, Broker will not be entitled to receive the compensation specified in this agreement, but Client will pay Broker, upon closing, a fee equal to \_\_\_\_\_ % of the sales price if Client buys an excluded property and \_\_\_\_\_ % of all rents to be paid for the term of the lease if Client leases an excluded property.

- D. **County:** All amounts payable to Broker are to be paid in cash in \_\_\_\_\_ County, Texas.
- E. **Escrow Authorization:** Client authorizes, and Broker may so instruct, any escrow or closing agent authorized to close a transaction for the acquisition of property contemplated by this agreement to collect and disburse to Broker all amounts payable to Broker.

*NOTICE: Under Chapter 62, Texas Property Code, Broker is entitled to claim a lien against the Property to secure payment of an earned commission*

- 12. **MEDIATION:** The parties agree to negotiate in good faith in an effort to resolve any dispute that may arise related to this agreement or any transaction related to or contemplated by this agreement. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation before resorting to arbitration or litigation and will equally share the costs of a mutually acceptable mediator.
- 13. **DEFAULT:** If either party fails to comply with this agreement or makes a false representation in this agreement, the non-complying party is in default. If Client is in default, Client will be liable for the amount of compensation that Broker would have received under this agreement if Client was not in default; Broker may also terminate this agreement and exercise any other remedy at law. If Broker is in default, Client may exercise any remedy at law.
- 14. **ATTORNEY'S FEES:** If Client or Broker is a prevailing party in any legal proceeding brought as a result of a dispute under this agreement or any transaction related to or contemplated by this agreement, such party will be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.
- 15. **LIMITATION OF LIABILITY:** Neither Broker nor any other broker, or their associates, is responsible or liable for Client's personal injuries or for any loss or damage to Client's property that is not caused by Broker. Client will hold broker, any other broker, and their associates, harmless from any such injuries or losses. Client will indemnify Broker against any claims for injury or damage that Client may cause to others or their property.


**16. ADDENDA:** This agreement will be automatically amended to include the legal description of any properties Client acquires or attempts to acquire under this agreement. Addenda and other related documents which are part of this agreement are:

- A. **Information about Brokerage Services (TXR-2501)**
- B. \_\_\_\_\_
- C. \_\_\_\_\_
- D. \_\_\_\_\_

**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.

(TXR-1502) 07-08-22 Initialed for Identification by Client \_\_\_\_\_, \_\_\_\_\_ and Broker/Associate 

- 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

**Broker:**  
Broker / Company Name: Coldwell Banker  
Commercial Real Estate Rio Grande Valley

By: Hidalgo County, Texas

License No. 582850

By: (signature) \_\_\_\_\_

By: (signature) R. David Guerra

Printed Name: Richard Cortez

Printed Name: R. David Guerra

Title: County Judge Date: \_\_\_\_\_

Title: Realtor License No. 707211

By: \_\_\_\_\_

Date: \_\_\_\_\_

By: (signature) \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_



## 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.

<b>Coldwell Banker Commercial Real Estate</b>	<b>582850</b>	<b>danny.galvan@coldwellbanker.com</b>	<b>(956)631-1922</b>
Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
<b>Danial Galvan</b>	<b>561680</b>		
Designated Broker of Firm	License No.	Email	Phone
<b>Daniel Galvan</b>			
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
<b>rodolfo David guerra</b>	<b>707211</b>	<b>rdavidguerra@outlook.com</b>	<b>(956)309-5002</b>
Sales Agent/Associate's Name	License No.	Email	Phone

Buyer/Tenant/Seller/Landlord Initials

Date

Regulated by the Texas Real Estate Commission  
TXR-2501

Information available at [www.trec.texas.gov](http://www.trec.texas.gov)  
IABS 1-0 Date