

McALLISTER & ASSOCIATES

REAL ESTATE SERVICES

COMMERCIAL REAL ESTATE LISTING AGREEMENT EXCLUSIVE RIGHT TO LEASE OR RENT

To McAllister & Associates, BROKER, Austin, Texas;

For and in consideration of the mutual agreement herein, by and between **Williamson County, Texas**, hereinafter called OWNER, and McAllister & Associates hereinafter called BROKER, whereby the OWNER or its duly authorized agent does hereby authorize and irrevocably give unto BROKER, the exclusive right and agency to Lease or Rent the following Property upon the following terms and conditions or on such other terms as approved by OWNER:

The residential house located at 9769 HWY 29 W, Georgetown, Texas, 78628, along with the improvements located thereon. The improvements consist of a +/- 480 s/f detached game room located adjacent to the rear covered porch of the house and a +/- 1200 s/f detached garage/storage (without electricity) located near the house that contains a 12 X 18 covered storage located along the rear, fenced area between the house(collectively the "Property"). The acreage surrounding the house and improvements shall not be included in the lease.

LISTING LEASE RATE: OWNER lists the Property for a base rate of \$1,328.47 per month with Tenant responsible for Taxes, Insurance and Maintenance.

GENERAL CONDITIONS of PROPOSED LEASES: TAXES and INSURANCE. Tenant shall be responsible for the payment of real property taxes and building insurance (fire and extended coverage); Tenant shall be responsible for insurance coverage on its personal property situated on or about the Property. Tenant shall provide a comprehensive public liability insurance policy protecting OWNER against all claims or demands that may arise or be claimed on account of Tenant's use of the Property, in an amount of at least Five Hundred Thousand Dollars (\$500,000.00), per occurrence of accident and/or injury, for injuries to persons and damages to real and/or personal property. Said insurance shall be written by a company or companies acceptable to OWNER, authorized to engage in the business of general liability insurance in the state of Texas, and name OWNER as an additional insured. Furthermore, said insurance shall be primary as to any other existing, valid, and collectible insurance. Tenant shall deliver to OWNER annual certificates demonstrating that said insurance is paid up and copies of the insurance policies issued by the insurance companies.

UTILITIES. Tenant shall be responsible for the payment of any and all utilities;

MAINTENANCE. OWNER shall be responsible for slab and structural maintenance of the building, limited to the roof and exterior walls. Tenant shall be responsible for any and all other general maintenance and repairs including the interior walls, windows, electrical, mechanical and HVAC systems. Otherwise, Tenant shall be responsible for any and all maintenance of the Property, in all respects.

OWNER agrees to pay BROKER a Brokerage Fee equal to six percent (6%) the total rent to be paid during the term of the lease. Such Brokerage Fee shall be paid to BROKER upon the date Tenant begins to pay the monthly rent to OWNER, as applicable:

If OWNER subsequently extends or renews a lease or rental agreement with a tenant procured by BROKER under the terms of this Listing Agreement, OWNER shall pay BROKER an additional Brokers Fee equal to six percent (6%) of the total rent to be paid during such extension or renewal at the time such extension or renewal commences, provided BROKER has performed brokerage services typical to the renewal of a commercial lease agreement.

If within one hundred twenty (120) days after the termination of this Listing Agreement (the Protection Period) OWNER leases or rents or agrees to lease or rent the Property to any person whose attention has been called to the Property by BROKER, any other broker, or OWNER during the term of this Listing Agreement, or to any person with whom BROKER, any other broker, or OWNER negotiated the lease of the Property during the term of this Listing Agreement, OWNER shall pay BROKER the Broker's Fee and any additional fees as provided herein, provided BROKER, prior to or within five (5) days after the termination of this Listing Agreement, has delivered or sent by regular or certified mail to OWNER written notice naming the persons whose attention has been called to the Property during the term of this Listing Agreement. If during the term of the Protection Period such lease occurs while the Property is listed exclusively with another Texas licensed real estate broker this paragraph shall not apply and OWNER shall not be obligated to pay Broker's Fee. The term "person" as used herein shall be broadly construed to include any individual or entity in any capacity.

OWNER does hereby certify and represent OWNER as having a fee simple title to and peaceable possession of the Property with all improvements and fixtures thereon, and the legal authority and capability to lease or rent such Property by indefeasible title. OWNER further certifies and represents that the Property has no known latent defects, other than the following; **none known**

BROKER represents that it is a licensed Texas Real Estate Broker(TREC Corporate Broker's license No. 403756-15), a member in good standing with the following associations: National Association of REALTORS(NAR); Texas Association of REALTORS(TAR); Austin Board of REALTORS(AROR); Central Texas Commercial Brokers(CTCB); Austin Multiple Listing Service(AMLS); Real Estate Council of Austin(RECA); Austin Commercial Real Estate Society(ACRES); Certified Commercial Investment Member(CCIM); Commercial Leasing Brokers Association(CLBA); International Council of Shopping Centers(ICSC). OWNER agrees that all members of said organizations may act in association with BROKER in procuring or attempting to procure a tenant for the above-described Property. BROKER hereby promises and agrees to use its best efforts in attempting to lease or rent the Property in accordance with the terms and conditions of this Agreement. In pursuit of such efforts, BROKER is hereby authorized to advertise the Property using the marketing and advertising services described in the McAllister & Associates Company Profile. OWNER covenants to refrain from negotiation with any prospective purchasers or their agents or representatives who may contact OWNER directly and shall direct all such prospects and their agents or representatives to BROKER.

This Listing Agreement may be executed simultaneously or in multiple counterparts by electronic facsimile(FAX), and/or electronic mailed(e-mailed) .pdf images of original signatures of the parties, which when taken together shall constitute one original document.

This Listing Agreement shall commence on the date of the last party's execution below, and shall automatically terminate at 11:59 p.m. on the one year anniversary of the Listing Agreement.

BROKER:

OWNER:

McALLISTER & ASSOCIATES

WILLIAMSON COUNTY, TEXAS

By: 
Marci Cannon marci@matexas.com

By: _____
As Presiding Officer, Williamson County
Commissioners Court

Date: June 11, 2025

Date: _____, 2025

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