INVITATION TO BID NO. 16-600-028
Wise County, Texas

BID TITLE: *Real Estate Broker*

SEALED BIDS WILL BE RECEIVED UNTIL: *10:00 a.m. central time, Thursday, June 9, 2016*

RETURN BIDS TO:

Wise County Asset Control Office
400 W Walnut, Decatur, or
P.O. Box 952, Decatur, TX 76234

All bids must be submitted in a sealed envelope on the enclosed bid form and received on or before the time specified above. The bid envelope must have a return address in the upper left hand corner and the bid name and number in the lower left hand corner.

SCOPE

Wise County is now accepting formal sealed bids for a contract for a Real Estate Broker to assist in marketing and sale of property located at 1203 Halsell Bridgeport, TX 76426.

SPECIFICATIONS

It is the intent of these specifications to describe services required by a Real Estate Broker to assist in the marketing and sale of property located at 1203 Halsell Bridgeport, TX 76426.

The Broker must be licensed under Chapter 1101 of the Texas Occupations Code.

Fee will be based on a percentage commission of contracted sale of the above listed property to be paid at the time of closing and funding. No payment will be made for anything outside of this or if the property does not close and fund.

The bid must include a marketing plan.

The bid must include a sample contract to be signed by the Broker and Wise County upon award of the bid.

A HB1295 disclosure form will be required prior to any contract being signed and only required of the awarded Broker.

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code and applies to all contracts entered into on or after January 1, 2016. The law states that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity. The law applies to all contracts/purchases of a governmental entity that require an action or vote by the governing body of the entity. With regards to

Wise County all contracts and bids awarded are required to electronically create a Form 1295 through the Texas Ethics Commission website (https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) and submit a signed and notarized copy of the form to the County. A contract or bid will not be enforceable or legally binding until the County receives and acknowledges receipt of the properly completed Form 1295 from the awarded vendor. Wise County cannot advise on the form 1295. As this is a new law and form, if you have questions, the Texas Ethics Commission implemented the law and generated the form so we recommend calling them at 512-463-5800 or https://www.ethics.state.tx.us. This form must be filed with the Texas Ethics Commission and include a certificate number in the box labeled "office use only" before returning to Wise County.

ESTIMATED QUANTITIES

Wise County needs one Broker for the sale of one property.

GENERAL CONTRACT TERMS AND CONDITIONS

The contract price for this service must include all ancillary costs associated with the service.

The bidder reserves the right to charge any price desired as long as it does not exceed the bid price.

Broker's commission fee should be deducted during the sales transaction and closing process.

Funds for payment on this contract will come from the sale and closing of the property.

The bidder must provide pricing (unit or lump sum) as requested on the bid form. Prices quoted shall remain firm for the period of the contract and shall include the cost of installation if required in the specifications, shipping, and delivery of item to the designated point unless pickup is required and stated in the bid and shall not include Federal or State of Texas sales, excise and use taxes.

The undersigned affirms they have familiarized themselves with the local conditions under which the work is to be performed and have satisfied themselves of matters that may be incidental to the work before submitting a bid.

Bidders must submit their bids on the attached forms and they must be originally signed.

Bids not submitted on these forms will be summarily disqualified. **NO 3 RING BINDERS.**

Faxed or emailed bids will not be accepted.

By submitting and signing the attached bid forms, each bidder is indicating that he has read and understood the instructions, terms, conditions, specifications, and invitation to bid and agrees to comply with and be bound by its precepts. Submission of a bid form shall constitute an offer on such terms that shall remain open and irrevocable until such time as a bid submitted on same has been accepted by the Commissioners' Court of Wise County, Texas. Acceptance of same by the Court shall create a contract between the parties based upon the instructions, terms, conditions, specifications, invitation to bid, and the bid forms. **Award notice will include information on form 1295 disclosure that must be completed and returned prior to any bid award being considered final, contract being signed by Wise County, any Purchase Order being issued by Wise County, or any notice to proceed with work being issued by Wise County. Wise County cannot advise on the form 1295. As this is a new law and form, if**

you have questions, the Texas Ethics Commission implemented the law and generated the form so we would suggest calling them at 512-463-5800 or https://www.ethics.state.tx.us.

Continuing non-performance of the vendor in terms of specifications shall be basis for termination of the contract by Wise County. Wise County shall not pay for work, equipment, or supplies that are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. However, this shall in no way be construed as negating the basis for non-performance termination.

A Conflict of Interest Questionnaire and explanation has been included with this bid packet. If you have any questions about compliance, please consult your own legal counsel. Compliance is the individual responsibility of each individual, business, or agent who is subject to the laws filing requirements. If you are required to file a Conflict of Interest Questionnaire, the original signed questionnaire should be filed with the County Clerk's Office. **DO NOT INCLUDE THIS FORM WITH THE BID PACKET. IT WILL NOT BE FILED BY ASSET CONTROL.**

Wise County Clerk
P.O. Box 359
200 N Trinity
Decatur, TX 76234
940-627-3351

The bid analysis will include compliance to bid specifications, past performance with vendor, warranty, delivery time, and the overall cost to Wise County. Wise County reserves the right to consider deviations from these specifications. All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation. Wise County Commissioners' Court reserves the right to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the County.

Award, if any, will be made to the responsible bidder(s) submitting the lowest and/or best bid price(s) for the item(s) as specified and meeting all the requirements of the invitation to bid. All information required by the bid form must be furnished. To be determined will not be considered an answer. It should be understood by all bidders that Wise County reserves the right to reject bid submissions that do not meet the requirements of the invitation to bid and that do not contain all of the documentation detailed below.

1. Bid form completed in its entirety and originally signed
2. Marketing Plan
3. Sample Contract
4. Affidavit

Wise County reserves the right to accept and/or reject any and all bids or proposals for any reason whatsoever.

Wise County reserves the right to waive any minor technicalities.

ADDITIONAL NOTICE TO BIDDERS

BY RESOLUTION PASSED ON FEBRUARY 23, 2004, THE WISE COUNTY COMMISSIONERS' COURT RESERVES THE RIGHT TO REFUSE TO CONSIDER ANY CONTRACT SUBMITTED BY ANY PERSON OR ENTITY THAT IS CURRENTLY INDEBTED TO WISE COUNTY IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE 262.0276.

APPLICABLE DATES AND TIMES

The bids will be received in the Wise County Asset Control Office at 400 W Walnut in Decatur, Texas, until 10:00 a.m. central time, Thursday, June 9, 2016.

The Wise County Asset Control Office will date and time receive stamp all bids upon their receipt.

The County assumes no responsibility for the timely delivery of any bid by anyone or any entity.

Those bids that come in after the time set for bid opening will be summarily disqualified and will be left unopened unless it is necessary to open the bid envelope to return a bid bond or check.

No modifications may be made to bids after the time set for the bid opening. Bids may be withdrawn up to, but not after, the time set for bid opening.

The bids will be opened and publicly read in the County Asset Control Office at 10:00 a.m. central time, Thursday, June 9, 2016.

Bids will be considered for award in Wise County Commissioners' Court at the next regularly scheduled Commissioners' Court at the location posted on the agenda. All bidders are encouraged to be present at the bid opening and the bid awarding to defend and answer questions about their bid.

If due to inclement weather or any reason beyond our control the Asset Control Office is closed on the scheduled bid opening date or time, the bid opening date and time will be the same time on the first day the office is reopened for business. Should this be after the original Commissioners' Court date set for award, the award will be considered in the next scheduled Commissioners' Court after the opening.

Any explanation desired by a bidder regarding the meaning or interpretation of the invitation for bids, drawings, specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach bidders before the submission of their bids. Any interpretation made will be in the form of an addendum of the invitation for bids, drawings, specifications, etc., and will be furnished to all prospective bidders. Receipt of all addenda must be acknowledged by the bidder by signing and returning the addenda with the bid. All addenda will be bound with and made a part of the contract documents. Oral explanations or instructions given before the award of the contract will not be binding. Written requests shall be emailed to: Diana Alexander at Diana.alexander@co.wise.tx.us.

TITLE

The bid must be submitted in a sealed envelope with the following written on the outside lower left-hand corner of the envelope

"REAL ESTATE BROKER, BID NO. 16-600-028 "

The bid envelope must also have the bidder's complete return address in the upper left-hand corner of the outside of the envelope.

WISE COUNTY, TEXAS
REAL ESTATE BROKER
BID NO. 16-600-028

Bidder's Name: Cher Tilghman - Century 21 Judge Fite Company

Address: 120 Main St. Paradise, TX 76073

Mailing Address: 120 Main St.

City/State/Zip: Paradise, TX 76073

Phone Number: (817) 874-6510 Fax Number: ( )

Email Address: Cher@CherRealty.com

Person to Contact: Cher Tilghman

Commission Rate 6 **%**

Be sure to include a marketing plan and sample contract.

Purchase Price must include any and all charges. Any extraneous fees or charges that will or may be invoiced to the County must be disclosed on this form. This includes, but is not limited to freight, fuel or travel surcharges, overtime rate, etc.

Signature: Cher Tilghman

Typed Name and Title: Cher Tilghman Real Estate Sales Associate

Date: 6-8-16

Century 21
JUDGE FITE COMPANY
Wherever Life Leads You

MARKETING PLAN

Cher Tilghman
REALTOR®
817-874-6510

My Objectives:

- Get your property fully exposed to the market as quickly as possible.
- Help you net the most possible money in the shortest amount of time.
- Make qualified buyers in your area aware of your property.
- Maintain good communication with you.

1. In depth consultation with the Seller (Marketing Plan)
2. Install "For Sale" sign, and riders
3. Take advantage of the International Century21 Brand recognition.
4. Take advantage of the Three-Tier Expertise available at Century21
5. Multiple Listing Service connecting your property to over 18,000 Realtors Known as MLS
6. Virtual Tour (only 10% of Realtors do it, because of cost)
7. Virtual Tour on all Websites as applicable
8. Lead Router (exclusive to Century21 Judge Fite) 50-75% of calls are never returned.
9. Enhanced Version Realtor.com (Only up to 10% of Realtors offer it, because of cost.)
10. Relocation Network; C21 Judge Fite is the primary Broker for the largest Corporate Relocation Company (Cartus Mobility), Lending Tree Mortgage and Broker to Broker Referrals.
11. National Websites, Company & Personal websites
12. Custom property Flyer
13. Just Listed Campaign On Social Media
14. Professional Photographs will be taken.
15. Internet Access to Feedbacks from Showing through Centralized Showing Services (CSS)

CONTACT AGENTS

16. E-Mail info. to other top agents
17. Call Showing Agents, obtain buyer feedback if possible.

WEEKLY/MONTHLEY REPORTS FROM ME

18. Report on changes in sales, listings in the subdivision as they happen.
19. Discuss buyer comments and activity
20. Discuss price, terms and condition
21. Discuss market position and price adjustment

In Addition:

- Make helpful suggestions that will get your property sold.
- Present all offers and help you obtain the best price.
- Keep you advised on the progress of the closing.

WHY CHOOSE CENTURY 21 JUDGE FITE COMPANY?

SMARTER. BOLDER. FASTER. RESULTS!

YOU HAVE THE POWER OF THE CENTURY 21 JUDGE FITE COMPANY BRAND BEHIND YOUR BUSINESS!

2015

- **#1 Century 21** in the DFW area in Closed Units
- **#1 Century 21** in the DFW area in Closed Commissions
- **#1 Century 21** in Texas in Closed Units
- **#1 Century 21** in Texas in Closed Commissions
- **#4 Century 21** in the U.S. in Closed Units
- **#6 Century 21** in the U.S. in Closed Commissions
- **#7 Century 21** in the World in Closed Commissions
- **#2 Century 21** in the World in Commercial Sales

- One of the "Best Companies" to work for in Texas*
- One of the Top 100 Places to Work in DFW - Dallas Morning News**

- #2 Century 21 in Easter Seals Fundraising (over $200,000 in 2015)
  Over $2 million total raised for Easter Seals to date
- **4166** New Listings, 2.08% increase
- **6347** Closed Units, 7.29% increase
- **$1.23 Billion** Closed Volume, 17.9% increase
- 21 DFW Metroplex Offices

2016 Goals:

- 5331 New Listings
- 7685 Closed Units
- $1,525,000,000 in Volume
- $220,000 Raised for Easter Seals

Century 21

JUDGE FITE COMPANY

THE OFFICIAL REAL ESTATE COMPANY OF THE DALLAS COWBOYS

*Texas Monthly Magazine and the Texas Association of Business, 2006, 2007, 2015
**Dallas Morning News, 2013, 2014, 2015

www.CENTURY21JudgeFite.com

Century 21

JUDGE FITE COMPANY

THE OFFICIAL REAL ESTATE COMPANY OF THE DALLAS COWBOYS

THE BIGGEST NAME IN REAL ESTATE HAS TEAMED WITH THE BIGGEST NAME IN FOOTBALL

CENTURY 21 Judge Fite Company began our sponsorship with the Dallas Cowboys in March 2014, one of multiple powerful initiatives the company has undertaken for 2014, but no doubt the largest.

CENTURY 21 Judge Fite Company is a family brand - run by a family recognized in the DFW area - the Fite family. It has been passed down from Judge and Dene to Jim and Jan, their children and grandchildren, and each of our real estate professionals' and staffs' own families. Together we have built the company into a highly recognized brand in our service area.

The Dallas Cowboys is a family brand - watching the game has been passed down from grandparent to parent to child, and is headed by another family recognized in the DFW area - the Jones Family. Together they have built the franchise into a highly recognized brand in our service area, the country and even the world.

The Dallas Cowboys have some of the most loyal fans in football - no matter the final score. We are proud to be part of this loyal fan base.

This sponsorship will increase exposure for CENTURY 21 Judge Fite Company through strategic advertising initiatives - allowing us to reach a broader base of buyers and sellers which will directly benefit our clients.

Bid: Real Estate Broker, 16-600-028

STATE OF TEXAS (

COUNTY OF WISE (

AFFIDAVIT

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared CHER TILGHMAN known to me to be the person whose name is subscribed to the following, who, after having first duly sworn, upon oath, did depose and say:

That the foregoing bid submitted by CHER TILGHMAN hereinafter called "Bidder" is the duly authorized agent of said company and that the person signing said bid has been duly authorized to execute the same. Bidder affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder. The contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

I am the affiant in the above-mentioned bid. I have personal knowledge of the facts contained in the foregoing statement and they are true and correct to the best of my knowledge and belief.

FURTHER AFFIANT SAYETH NAUGHT.

Name and Address of Bidder:

Bidder: Cher Tilghman - Century 21 Judge Fite Company

Signed by: Cher Tilghman

Address: 120 Main St. Paradise, TX 76073

Telephone: 817-874-6510 **Date:** 6-9-16

Cher Tilghman
Affiant

Name: Cher Tilghman

Title: Real Estate Associate

SWORN TO AND SUBSCRIBED BEFORE ME THIS 9th day of June, 2016.

SANDRA K. LITTLE
NOTARY PUBLIC
STATE OF TEXAS
My Comm. Exp. 06-30-2019
ID# 776827-6

Sandra K. Little
Notary Public in and for the State of Texas

TEXAS ASSOCIATION OF REALTORS®

COMMERCIAL REAL ESTATE LISTING AGREEMENT
EXCLUSIVE RIGHT TO SELL

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.
©Texas Association of REALTORS®, Inc. 2014

1. PARTIES: The parties to this agreement (this Listing) are:

Seller: Judge J.D. Clark
C/O Wise County, TX
Address: PO Box 393
City, State, Zip: Decatur, TX 76234
Phone: (940)627-5743 Fax:
E-Mail: Thomas.Aaberg@co.wise.tx.us

Broker: Century 21 Judge Fite Company
Jim Fite
Address: 120 Main St
City, State, Zip: Paradise, TX 76073
Phone: (817)874-6510 Fax:
E-Mail: Cher@CherRealty.com

Seller appoints Broker as Seller's sole and exclusive real estate agent and grants to Broker the exclusive right to sell the Property.

2. PROPERTY:

A. "Property" means the following real property in Texas:
Address: 1203 Halsell St
City: Bridgeport County: Wise Zip: 76426-3150
Legal Description *(Identify exhibit if described on attachment)*: .183, Subd:Original Bridgeport

B. Except as otherwise provided in this Listing, Broker is to market the Property together with:
(1) all buildings, improvements, and fixtures;
(2) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, easements and rights-of-way;
(3) Seller's interest in all leases, rents, and security deposits for all or part of the Property;
(4) Seller's interest in all licenses and permits related to the Property;
(5) Seller's interest in all third party warranties or guaranties, if transferable, relating to the Property or any fixtures;
(6) Seller's interest in any trade names, if transferable, used in connection with the Property; and
(7) all Seller's tangible personal property located on the Property that is used in connection with the Property's operations except: Any and all tangible personal property is owned by Wise County and will Not convey. Noted In MLS

(Describe any exceptions, reservations, or restrictions in Special Provisions or an addendum. If the Property is a condominium, attach Condominium Addendum to Listing (TAR-1401).)

Commercial Listing concerning 1203 Halsell St Bridgeport, TX 76426-3150

3. LISTING PRICE:

A. Seller instructs Broker to market the Property at the following gross sales price: $ 95,000.00 Ninety-Five Thousand (Listing Price).

B. Seller agrees to sell the Property for the Listing Price or any other price acceptable to Seller. Seller will pay all typical closing costs charged to sellers of commercial real estate in Texas (seller's typical closing costs are those set forth in the commercial contract forms published by the Texas Association of REALTORS®) except _____.

4. TERM:

A. This Listing begins on June 23, 2016 and ends at 11:59 p.m. on June 22, 2017. Seller may terminate this Listing on notice to Broker any time after 30 Days.

B. If Seller enters into a binding written contract to sell the Property before the date this Listing begins and the contract is binding on the date this Listing begins, this Listing will not commence and will be void.

5. BROKER'S FEE:

A. Fee: When earned and payable, Seller will pay Broker a fee of:

☒ (1) 6.000 % of the sales price.

☐ (2) _____.

B. Earned: Broker's fee is earned when any one of the following occurs during this Listing:
(1) Seller sells, exchanges, agrees to sell, or agrees to exchange all or part of the Property to anyone at any price on any terms;
(2) Broker individually or in cooperation with another broker procures a buyer ready, willing, and able to buy all or part of the Property at the Listing Price or at any other price acceptable to Seller;
(3) Seller grants or agrees to grant to another person an option to purchase all or part of the Property;
(4) Seller transfers or agrees to transfer all or part of Seller's interest (stock or shares) in any entity that holds title to all or part of the Property for the purpose of conveying all or part of the Property to another person; or
(5) Seller breaches this Listing.

TA SDC DS

C. Payable: Once earned, Broker's fee is payable either during this Listing ~~or after it ends~~ at the earlier of:
(1) the closing and funding of any sale or exchange of all or part of the Property;
(2) Seller's refusal to sell the Property after Broker's Fee has been earned;
(3) Seller's breach of this Listing; or
(4) at such time as otherwise set forth in this Listing.

Broker's fee is not payable if a sale of the Property does not close or fund as a result of: (i) Seller's failure, without fault of Seller, to deliver to a buyer a deed or a title policy as required by the contract to sell; (ii) loss of ownership due to foreclosure or other legal proceeding; or (iii) Seller's failure to restore the Property, as a result of a casualty loss, to its previous condition by the closing date set forth in a contract for the sale of the Property.

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D. Other Fees:

(1) Lease of Property: If, during this Listing, Broker procures a tenant to lease all or part of the Property and Seller agrees to lease all or part of the Property to the tenant, Seller will pay Broker at the time the lease is executed the fee described below. If, during the term of the lease, the tenant agrees to purchase all or part of the Property, Seller will pay Broker the fee specified in Paragraph 5A in addition to the amount described below.

☐ (a) N/A % 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; and ☐ N/A .

☐ (b) N/A .

(2) Renewals, Extensions, or Expansions of Property: If, during this Listing or after it ends, Seller renews, extends, or expands the lease, Seller will pay Broker, at the time the renewal, extension, or expansion becomes effective, a fee of:

☐ (a) N/A % 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 ☐ N/A ;

☐ (b) N/A % 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 ☐ N/A ; or

☐ (c) N/A .

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.

(3) Breach by Buyer Under Contract: If Seller collects earnest money, the sales price, or damages by suit, compromise, settlement or otherwise from a buyer who breaches a contract for the sale of all or part of the Property entered into during this Listing, Seller will pay Broker, after deducting attorney's fees and collection expenses, an amount equal to the lesser of one-half of the amount collected after deductions or the amount of the Broker's Fee stated in Paragraph 5A. Any amount paid under this Paragraph 5D(3) is in addition to any amount that Broker may be entitled to receive for subsequently selling the Property.

(4) Service Providers: If Broker refers Seller or a prospective buyer or tenant to a service provider (e.g., mover, cable company, telecommunications provider, utility, or contractor) Broker may receive a fee from the service provider for the referral. Any referral fee Broker receives under this Paragraph 5D(4) is in addition to any other compensation Broker may receive under this Listing.

(5) Other Fees and/or Reimbursable Expenses: N/A .

E. Protection Period:

(1) "Protection period" means that time starting the day after this Listing ends and continuing for 0 days.

(2) Not later than 10 days after this Listing ends Broker may send Seller written notice specifying the names of persons whose attention Broker has called to the Property during this Listing. If Seller agrees to sell or lease all or part of the Property during the protection period to a person named in the notice or to a relative or business associate of a person named in the notice, Seller will pay Broker, upon the closing of the sale or upon execution of the lease, the amount Broker would have been entitled to receive if this Listing were still in effect.

(3) "Person" means any person in any capacity whether an individual or entity. "Sell" means any transfer of any interest in the Property whether by agreement or option.

(4) This Paragraph 5E survives termination of this Listing.

F. County: All amounts payable to Broker are to be paid in cash in Wise County, Texas.

G. Escrow Authorization: Seller authorizes, and Broker may so instruct, any escrow or closing agent authorized to close a transaction for the purchase or acquisition of the Property to collect and disburse to Broker all amounts payable to Broker under this Listing.

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

6. EXCLUSIONS:

A. Under a prior listing agreement Seller is obligated to pay another Texas licensed broker a fee if Seller sells or leases all or part of the Property before N/A to any of the following persons: N/A (named exclusions).

B. If Seller enters into a contract to sell or lease all or part of the Property to a named exclusion before the date specified in Paragraph 6A, Seller will not be obligated to pay Broker the fees under Paragraph 5 of this Listing, but Seller will pay Broker, upon the closing of the sale or upon execution of the lease, a fee equal to:
(1) N/A % of the sales price if Seller sells the Property;
(2) N/A % of all base rents to be paid over the term of the lease if Seller leases the Property and the same percentage of the following items to be paid over the term of the lease: ☐ expense reimbursements; ☐ N/A ; and
(3) N/A .

C. If Seller enters into a contract to sell or lease all or part of the Property to a named exclusion, Broker ☐ will ☐ will not assist Seller in negotiating and closing the sale or lease to the named exclusion.

7. ACCESS TO THE PROPERTY: Authorizing access to the Property means giving permission to another person to enter the Property, disclosing security codes necessary to enter the Property to such person, and lending a key to the Property to such person. To facilitate the showing and sale of the Property, Seller instructs Broker and Broker's associates to: (i) access the Property at reasonable times; (ii) authorize other brokers, inspectors, appraisers, lenders, engineers, surveyors, and repair persons to enter the Property at reasonable times; and (iii) duplicate keys to facilitate convenient and efficient showings.

8. COOPERATION WITH OTHER BROKERS: Broker will allow other brokers to show the Property to prospective buyers. If the other broker procures a buyer who purchases the Property, Broker will offer to pay the other broker a portion of Broker's fee under Paragraph 5.

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9. INTERMEDIARY: *(Check A or B only.)*

☒ A. Intermediary Status: Broker may show the Property to interested prospective buyers or tenants who Broker represents. If a prospect who Broker represents offers to buy or lease the Property, Seller authorizes Broker to act as an intermediary and Broker will notify Seller that Broker will service the parties in accordance with one of the following alternatives.

(1) If a prospect who Broker represents is serviced by an associate other than the associate servicing Seller under this Listing, Broker may notify Seller that Broker will: (a) appoint the associate then servicing Seller to communicate with, carry out instructions of, and provide opinions and advice during negotiations to Seller; and (b) appoint the associate then servicing the prospect to the prospect for the same purpose.

(2) If a prospect who Broker represents is serviced by the same associate who is servicing Seller, Broker may notify Seller that Broker will: (a) appoint another associate to communicate with, carry out instructions of, and provide opinions and advice during negotiations to the prospect; and (b) appoint the associate servicing the Seller under this Listing to the Seller for the same purpose.

(3) Broker may notify Seller that Broker will make no appointments as described under this Paragraph 9A 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: Seller agrees that Broker will not show the Property to prospects who Broker represents.

Notice: If Broker acts as an intermediary under Paragraph 9A, Broker and Broker's associates:

- **may not disclose to the prospect that Seller will accept a price less than the asking price unless otherwise instructed in a separate writing by Seller;**
- **may not disclose to Seller that the prospect will pay a price greater than the price submitted in a written offer to Seller unless otherwise instructed in a separate writing by the prospect;**
- **may not disclose any confidential information or any information Seller or the prospect 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;**
- **may not treat a party to the transaction dishonestly; and**
- **may not violate the Real Estate License Act.**

10. CONFIDENTIAL INFORMATION: During this Listing or after it ends, Broker may not knowingly disclose information obtained in confidence from Seller except as authorized by Seller or required by law. Broker may not disclose to Seller any information obtained in confidence regarding any other person Broker represents or may have represented except as required by law.

11. BROKER'S AUTHORITY:

A. Broker will use reasonable efforts and act diligently to market the Property for sale, procure a buyer, and negotiate the sale of the Property.

B. In addition to other authority granted by this Listing, Broker may:
(1) advertise the Property by means and methods as Broker determines is appropriate in any media, including but not limited to:
(a) placing a "For Sale" sign or similar marketing sign on the Property; and
(b) creating and placing information about the Property (including interior and exterior photographs or videos):

(i) on the Internet on Broker's website and on other websites as Broker determines;
(ii) in any advertisements whether in print or electronic media; and
(iii) into listing services that may publicize the information on the Internet or by other means;

(2) reproduce, display, and distribute information about the Property, including the information described under Paragraph 11B(1), for the purposes of marketing the Property;
(3) furnish comparative marketing and sales information about other properties to prospects;
(4) disseminate information about the Property to other brokers and prospects, including applicable disclosures, notices, or other information that Seller is required to make under law or a contract;
(5) obtain information from any holder of any note secured by a lien on the Property;
(6) accept, in trust, any earnest money, option fee, security deposit, or other money related to the purchase or lease of the Property and deliver such money for deposit in accordance with a contract for the sale or lease of the Property;
(7) disclose the sales price and terms of a sale or a lease to other brokers, appraisers, other real estate professionals, and any listing services into which information about the Property is placed;
(8) place information about this Listing and a transaction for the Property on an electronic platform (an electronic platform is typically an Internet-based system where professionals related to the transaction, such as title companies and lenders, may receive, view, and input information); and
(9) advertise that Broker "sold" or "leased" the Property after the closing of a sale or execution of a lease of the Property in which Broker was involved.

NOTICE: Any submission of information to a listing service must be made in accordance with listing service's rules.

C. Broker is not authorized to execute any document in the name of or on behalf of Seller concerning the Property.

D. Photographs, videos, and compilations of information submitted to a listing service are the property of the listing service for all purposes.

12. REPRESENTATIONS:

A. Except as provided otherwise in this Listing, Seller represents that:
(1) Seller has fee simple title to and peaceable possession of the Property and all its improvements and fixtures thereon, unless rented, and the legal capacity to convey the Property;
(2) Seller is not bound by a listing agreement with another broker for the sale, exchange, or lease of the Property that is or will be in effect during this Listing;
(3) no person or entity has any right to purchase, lease, or acquire the Property by an option, right of refusal, or other agreement;
(4) there are no delinquencies or defaults under any deed of trust, mortgage, or other encumbrance on the Property;
(5) the Property is not subject to the jurisdiction of any court;
(6) Seller owns sufficient intellectual property rights in any materials which Seller provides to Broker related to the Property (for example, brochures, photographs, drawings, or articles) to permit Broker to reproduce and distribute such materials for the purposes of marketing the Property or for other purposes related to this agreement; and
(7) all information relating to the Property Seller provides to Broker is true and correct to the best of Seller's knowledge.

B. Seller and Broker must disclose any known material defect in the Property to a prospective buyer. *(Check only one box.)*

☐ (1) Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TAR-1408). Seller authorizes Broker to furnish prospective buyers and other brokers with a copy of the Commercial Property Condition Statement (TAR-1408).

☐ (2) Except as otherwise provided in this Listing, Seller is not aware of:
(a) any subsurface: structures, pits, wastes, springs, or improvements;
(b) any pending or threatened litigation, condemnation, or assessment affecting the Property;
(c) any environmental hazards or conditions that materially affect the Property;
(d) whether the Property is or has ever been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
(e) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants) or other pollutants or contaminants of any nature now exist or have ever existed on the Property;
(f) any wetlands, as defined by federal or state law or regulation, on the Property;
(g) any threatened or endangered species or their habitat on the Property;
(h) any present or past infestation of wood-destroying insects in the Property's improvements;
(i) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;
(j) any material physical defects in the improvements on the Property; or
(k) any condition on the Property that violates any law or ordinance.

(List any exceptions to (a)-(k) in Special Provisions or an addendum.)

13. SELLER'S ADDITIONAL PROMISES: Seller agrees to:

A. cooperate with Broker to facilitate the showing and marketing of the Property;
B. not negotiate with any prospective buyer who may contact Seller directly, but refer all prospective buyers to Broker;
C. not enter into a listing agreement with another Broker for the sale or exchange of the Property to become effective during this Listing;
D. not enter into a listing agreement for the lease of all or part of the Property with another broker to become effective during this Listing without Broker's written permission;
E. provide Broker with copies of the following, if any, relating to the Property: a current rent roll, all leases including any amendments, architectural plans and drawings, renderings, survey, a current operating statement, environmental inspection reports, engineering reports, and other relevant information that Broker may request during this Listing;
F. advise Broker of any tenants moving in or out of the Property;
G. complete any disclosures or notices required by law or a contract to sell the Property;
H. amend any applicable notices and disclosures if any material change occurs during this Listing; and
I. at Seller's expense, remove from the Property all:
(1) "For Sale" (or similarly worded) signs other than Broker's signs;
(2) "For Lease" (or similarly worded) signs from the Property unless the Property is listed for lease with another broker; and
(3) "For Information" (or similarly worded) signs other than Broker's signs.

14. LIMITATION OF LIABILITY:

A. If the Property is or becomes vacant during this Listing, Seller must notify Seller's casualty insurance company and request a "vacancy clause" to cover the Property. Broker is not responsible for the security of the Property nor for inspecting the Property on any periodic basis.

B. Broker is not responsible or liable in any manner for personal injury to any person or for loss or damage to any person's real or personal property resulting from any act or omission not caused by Broker, including but not limited to injuries or losses caused by:
(1) other brokers, inspectors, appraisers, lenders, contractors, surveyors, engineers, and other persons who are authorized to access the Property;
(2) acts of third parties (for example, vandalism or theft);
(3) freezing or broken water pipes;
(4) a dangerous condition on the Property; and
(5) the Property's non-compliance with any law or ordinance.

C. Seller agrees to indemnify and hold Broker and Broker's associates harmless from any damages, costs, attorney's fees, and expenses:
(1) that arise from Seller's failure to disclose any material information about the Property;
(2) that are caused by Seller giving incorrect information to Broker, other brokers, or prospects;
(3) that arise from any claim for misuse of intellectual property in any materials or information that Seller provided to Broker related to the Property or this agreement; or
(4) that are otherwise caused by Seller or Seller's negligence.

15. SPECIAL PROVISIONS:

16. DEFAULT: If Seller breaches this Listing, Seller is in default and will be liable to Broker for the amount of Broker's fee specified in Paragraph 5A and any other fees Broker is entitled to receive under this Listing. If a sales price is not determinable in the event of any exchange or breach of this Listing, the Listing Price will be the sales price for the purpose of calculating Broker's fee. If Broker breaches this Listing, Broker is in default and Seller may exercise any remedy at law.

17. MEDIATION: The parties agree to negotiate in good faith in an effort to resolve any dispute that may arise between the parties. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation. The parties to the dispute will choose a mutually acceptable mediator and will share the costs of mediation equally.

18. ATTORNEY'S FEES: If Seller or Broker is a prevailing party in any legal proceeding brought as a result of a dispute under this Listing or any transaction related to or contemplated by this Listing, such party may recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

19. ADDENDA: Addenda or information that are part of this Listing are:
- [X] A. Information About Brokerage Services (TAR-2501)
- [ ] B. Property Description Exhibit identified in Paragraph 2
- [ ] C. Condominium Addendum to Listing (TAR-1401)
- [ ] D. Commercial Property Condition Statement (TAR-1408)
- [ ] E. Information About On-Site Sewer Facility(TAR-1407)
- [ ] F. Information about Special Flood Hazard Areas (TAR-1414)
- [ ] G. _____

20. AGREEMENT OF THE PARTIES:

A. Entire Agreement: This Listing is the entire agreement of the parties and may not be changed except by written agreement.

B. Assignability: Neither party may assign this Listing without the written consent of the other party.

C. Binding Effect: Seller's obligations to pay Broker an earned fee is binding upon Seller and Seller's heirs, administrators, executors, successors, and permitted assigns.

D. Joint and Several: All Sellers executing this Listing 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 Listing.

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F. Severability: If a court finds any clause in this Listing invalid or unenforceable, the remainder of this Listing will not be affected and all other provisions of this Listing will remain valid and enforceable.

G. Partial Sales or Leases: If Seller sells or leases part of the Property before the date this Listing ends, this Listing will continue for the remaining part of the Property through the term of this Listing.

H. 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.

21. ADDITIONAL NOTICES:

A. Broker's fees or the sharing of fees between brokers are not fixed, controlled, recommended, suggested, or maintained by the Texas Association of REALTORS®, its local affiliates, or any listing service. Broker's fees are negotiable.

B. The Property must be shown and made available to all persons 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. If the Property contains a residential dwelling built before 1978, federal law requires the Seller to: (1) provide the buyer with the promulgated lead hazard information pamphlet (TAR-2511); and (2) disclose the presence of any known lead-based paint or lead-based paint hazards.

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

Seller: Judge J.D. Clark

C/O Wise County, TX

By: _____

By (signature): _____

Printed Name: _____

Title: _____ Date: _____

By: _____

By (signature): _____

Printed Name: _____

Title: _____ Date: _____

Broker:

Broker / Company Name: Century 21 Judge Fite Company

Jim Fite

License No. 0316490

DocuSigned by:

By (signature): Cher Tilghman

Printed Name: Cher Tilghman

Title: RE Assoicate License No. 0543113

Date: 06-22-2016

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Information About Brokerage Services

11-2-2015

Texas law requires all real estate license holders 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.

Century 21 Judge Fite Company Licensed Broker/Broker Firm Name or Primary Assumed Business Name	0316490 License No.	Email	Phone
Jim Fite Designated Broker of Firm	0161054 License No.	jimfite@judgefite.com Email	(214)920-9611 Phone
Ashley Conlon Licensed Supervisor of Sales Agent/ Associate	0459849 License No.	ashleyconlon@judgefite.com Email	(817)596-9446 Phone
Cher Tilghman Sales Agent/Associate's Name	0543113 License No.	Cher@CherRealty.com Email	(817)874-6510 Phone

Buyer/Tenant/Seller/Landlord Initials JDC

Date 6/22/16

Regulated by the Texas Real Estate Commission **Information available at www.trec.texas.gov**

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-70695

Date Filed:
06/14/2016

Date Acknowledged:
6-15-16

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Century 21 Judge Fite Company
Paradise, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Cher Tilghman - Century 21 Judge Fite Company

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Bid No. 16-600-028
Marketing and sale of Property Located at 1203 Halsell Bridgeport, TX 76426

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

SANDRA K. LITTLE
NOTARY PUBLIC
STATE OF TEXAS
My Comm. Exp. 06-30-2019
ID# 776827-6

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said CHER TILGHMAN, this the 14th day of June, 20 16, to certify which, witness my hand and seal of office.

Signature of officer administering oath	Printed name of officer administering oath	Title of officer administering oath
	SANDRA K LITTLE	TEXAS NOTARY