

## REAL ESTATE REPRESENTATION AGREEMENT

**Whereas** the Denton Independent School District being a “fast growth” school district is constantly in need of acquiring real estate for future educational facilities.

**Whereas** James Scott Niven recently retired Deputy Superintendent of Denton Independent School District, is a licensed Texas real estate agent and is willing to continue to provide assistance to the school district in its acquisition of real estate.

**Therefore**, pursuant to Texas Education Code, section 11.154, Denton Independent School District resolves to retain and enter into contract with James Scott Niven for the purpose of acquiring real estate and for the sale of real estate should the school district Trustees determine such real estate is no longer suitable for an educational purpose.

This Representation Agreement is between the Denton Independent School District, herein after referred to as Denton I.S.D. or “Client,” and James Scott Niven, hereinafter referred to as J.S. Niven or “Agent.”

- I. APPOINTMENT:** The Denton I.S.D. does by this Agreement hereby appoint J.S. Niven as its real estate agent for the Denton I.S.D. with the exclusive right to act as Denton I.S.D.'s real estate agent for the purpose of acquiring property within the school district's boundaries and for managing the sale of real estate owned by the Denton I.S.D. thereby ensuring that such sale complies with Texas Statutes should such real estate be deemed to be no longer suitable for an educational purpose by the Denton I.S.D.'s Board of Trustees.
- II. TERM:** This Agreement begins shall begin on the day this Agreement is approved by the Denton I.S.D. Board of Trustees and signed by J. Scott Niven and shall continue for one (1) year. In the event the Agreement is not terminated by either party prior to end of the one (1) year period this Agreement shall automatically renew for an additional one (1) year period, and such automatic renewals shall continue until this Agreement is terminated. This Agreement may be terminated by either party in their sole discretion by giving the other party Notice of the Termination six (6) months' notice prior to the date of Termination.
- III. PROTECTION PERIOD:** “Protection period” means the time starting the day after this agreement ends and continuing for ninety (90) days. Not later than 10 days after this agreement ends Agent may send Denton I.S.D. written notice identifying the properties in the Denton I.S.D. boundaries called to Denton I.S.D.'s attention during this agreement. If during the protection period Denton I.S.D. agrees to acquire all or part of any such property, Agent is entitled to receive the same commission from the same obligator as provided in Provision IX upon closing. This Provision III survives termination of this agreement.

- IV. AGENT'S OBLIGATIONS:** Agent agrees that Agent will use his best efforts to assist the Denton I.S.D. in acquiring real estate within the boundaries of the Denton I.S.D.; will assist the Denton I.S.D. in negotiating the acquisition of property in the market area; and comply with other provisions of this Agreement and the statutes of the State of Texas.
- V. CLIENT'S OBLIGATIONS:** Client will work exclusively through Agent when acquiring real estate with the Denton I.S.D. boundaries and negotiate the acquisition of real property only through Agent; inform other brokers, agents, salespersons, and sellers with whom Client may have contact that Agent exclusively represents Client for the purpose of acquiring property and refer all such persons to Agent; and, comply with other provisions of this agreement and the statutes of the State of Texas.
- VI. REPRESENTATIONS:** Client represents that he is not a party to another buyer representation agreement with a real estate broker for the acquisition of real estate within boundaries of the Denton I.S.D.
- VII. COMPETING CLIENTS:** Denton I.S.D. acknowledges that Agent may represent other prospective buyers who may seek to acquire properties that may be of interest to Denton I.S.D. Agent agrees that he may represent such other prospects, show to the other prospects the same properties that Agent has previously shown to Denton I.S.D., and act as a real estate agent for such other prospects in negotiating the acquisition of such properties only in the event that Denton I.S.D. has determined not to purchase such properties and has informed Agent that he may represent other prospects seeking to acquire such properties.
- VIII. CONFIDENTIAL INFORMATION:** Agent may not knowingly disclose information obtained in confidence from Denton I.S.D. except as authorized by Denton I.S.D. or required by law.
- IX. AGENT'S FEES:** Agent's fees under this agreement are as follows:
- A. Commission: If Denton I.S.D. purchases real estate Agent will receive a commission as Agent has negotiated from the Seller, and such commission amount and obligation shall be specified in the purchase agreement and shall be paid by the Seller at the Closing of the purchase of the real estate.
  - B. If Denton I.S.D. acquires more than one property, Agent's commissions for each property acquired are earned as each property is acquired and are payable at each closing.
  - C. If Denton I.S.D.'s acquisition of land involves a "swap" or trade of Denton I.S.D. owned real estate for a third-party's real estate and the third-party is not required to pay any amount for the Denton I.S.D. land then Agent's Commission shall be negotiated with the Denton I.S.D. If the "swap" or trade of Denton I.S.D. owned

real estate for a third-party's real estate does require the third-party to pay an amount of money for the Denton I.S.D.'s real property, then Agent will be entitled to a Commission to be paid by the third-party that Agent negotiates with said third-party.

- D. If Denton I.S.D. is the seller of real estate not suitable for an educational purpose Agent's Commission and the real estate is subject to Texas Local Government Code, chapter 272, requirement that Public Notice must be given of such sale, Agent's Commission shall be stated in the publication as a requirement of the bid.
- X. **ESCROW AUTHORIZATION:** Denton I.S.D. authorizes, and Agent 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.
- XI. **NOTICES:** Notices between the parties must be in writing and are effective when sent to the receiving party's address, or e-mail specified in this Provision. Any and all notices regarding prospective purchases of real estate and closings of real estate conveyances of which Denton I.S.D. is a party shall be sent to the following:

**Denton I.S.D.:**

Jamie Wilson  
Denton I.S.D. Superintendent  
1307 North Locust Street  
Denton, Texas 76201

Email: [jwilson@dentonisd.org](mailto:jwilson@dentonisd.org)  
Telephone: 940-369-0001

With Copy to:

Deron Robinson  
Denton I.S.D. General Counsel  
1307 North Locust  
Denton, Texas 76201

Email: [drobinson2@dentonisd.org](mailto:drobinson2@dentonisd.org)  
Telephone: 940-369-0036

**Agent:**

J. Scott Niven  
9121 Cedar Ridge  
Lantana, Texas 76226

Email: [Jscottniven@gmail.com](mailto:Jscottniven@gmail.com)  
Telephone: 903 - 278 - 2152

With Copy to:

Randolph W. Stout  
Denton I.S.D. Trustee's Attorney  
1307 North Locust  
Denton, Texas 76201

Email: [rstout@rstoutlaw.com](mailto:rstout@rstoutlaw.com)  
Telephone: 940-390-1432

- XII. 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 litigation and will equally share the costs of a mutually acceptable mediator.
- XIII. 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 Denton I.S.D. is in default, Denton I.S.D. will be liable for the amount of compensation that Agent would have received under this agreement; Agent may also terminate this agreement and exercise any other remedy at law. If Agent is in default, Client may exercise any remedy at law.
- XIV. 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.
- XV. LIMITATION OF LIABILITY:** Neither Agent nor any other broker, or their associates, is responsible or liable for personal injuries to Denton I.S.D.'s employees, representatives, Trustees, or directors, or for any loss or damage to Denton I.S.D.'s property that is not caused by Agent. Denton I.S.D. will hold Agent, any other broker, and their associates, harmless from any such injuries or losses.

Denton I.S.D. does not waive any of its governmental immunities, and Agent acknowledges that Agent is aware of such immunities.

**XVI. 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. Governing Law: Texas law governs the interpretation, validity, performance, and enforcement of this agreement.
- D. Venue: Any and all judicial litigation regarding this Agreement shall occur in Denton County, Texas.
- E. 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.
- F. The Parties agree that the terms, conditions, and draftsmanship of this Agreement are the result of negotiations between the Parties and that this Agreement shall not be construed in favor of or against any Party by reason of the extent to which any party or its professional advisors participated in the preparation of this Agreement.

The foregoing Real Estate Representation Agreement was offered for approval on motion made by \_\_\_\_\_, seconded by \_\_\_\_\_, and after discussion was adopted by the Board of Trustees of the Denton Independent School District at a regularly scheduled meeting called, posted, and held in Denton, Denton County, Texas, on January \_\_\_\_, 2024, at which \_\_\_\_ Trustees were present, by the following vote: \_\_\_\_ For, \_\_\_\_ Against, and \_\_\_\_ Abstaining.

**DENTON INDEPENDENT SCHOOL DISTRICT**

\_\_\_\_\_  
Mia Price, President  
Board of Trustees

ATTEST:

Patricia Sosa-Sánchez, Secretary

**AGENT:**

\_\_\_\_\_  
J. Scott Niven

\_\_\_\_\_  
Date

License Number: \_\_\_\_\_