

Procurement Department

**CSB #3343-25 - SALE OR LEASE OF SURPLUS PROPERTIES WITH A DISTRICT  
FACILITY  
BID PACKAGE**

PURSUANT TO SECTION 11.1542 OF THE TEXAS EDUCATION CODE, THE BOARD OF TRUSTEES OF THE LEWISVILLE INDEPENDENT SCHOOL DISTRICT (LEWISVILLE ISD) IS SOLICITING COMPETITIVE SEALED BIDS FOR THE PURCHASE OR LEASE OF THE SURFACE ESTATE ONLY OF THE FOLLOWING REAL PROPERTY AND IMPROVEMENTS THEREON. THE SALE OR LEASE OF THE PROPERTY DOES NOT INCLUDE THE MINERAL ESTATE.

1. **901 Valley View, Lewisville, TX 75067** Consisting of ± 12.077 Acres of Land in Lewisville, Denton County, Texas.
2. **2220 South Garden Ridge Boulevard, Flower Mound, TX 75028** Consisting of ± 9.168 Acres of Land in Flower Mound, Denton County, Texas
3. **1520 Polser Road, Carrollton, TX 75010** Consisting of ± 8.622 Acres of Land in Carrollton, Denton County, Texas
4. **1601 South Edmonds Lane, Lewisville, TX 75067** Consisting of ± 4.300 Acres of Land in Lewisville, Denton County, Texas
5. **350 West College Street, Lewisville, TX 75057** Consisting of ± 3.102 Acres of Land in Lewisville, Denton County, Texas

**THE SURFACE ESTATE OF EACH PROPERTY, TOGETHER WITH ANY IMPROVEMENTS THEREON, SHALL BE SOLD “AS IS, WHERE IS, WITH ALL LATENT AND PATENT DEFECTS AND FAULTS.” THERE IS NO WARRANTY OF ANY KIND BY THE DISTRICT, INCLUDING THAT ANY PROPERTY IS FIT FOR A PARTICULAR PURPOSE. THE PROPERTY MAY, OR MAY NOT, CONTAIN ENVIRONMENTAL CONDITIONS. THE PURCHASER/LESSEE SHALL BE REQUIRED TO ASSUME ALL DUTIES, COSTS, AND RISKS OF ABATEMENT OF SUCH CONDITIONS, IF ANY. THE PROPERTY IS BEING SOLD SUBJECT TO THE EXCLUSIONS, EXCEPTIONS, CONDITIONS AND STIPULATIONS OF RECORD.**

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO PURCHASE OR LEASE, AS APPLICABLE, THE PROPERTY BY PAYMENT IN FULL IN CASH AT THE TIME OF CLOSING.

**THE DEADLINE FOR SUBMITTING SEALED BIDS IS 2:00 P.M. (CT) ON WEDNESDAY, JANUARY 28, 2026.** BIDS WILL BE RECEIVED AT LEWISVILLE ISD, PROCUREMENT DEPARTMENT, 1565-A WEST MAIN STREET, STE 220, LEWISVILLE, TEXAS 75067. BIDS RECEIVED AFTER THE DEADLINE, FAXED BIDS, OR ELECTRONIC BIDS SHALL NOT BE CONSIDERED.

BID PACKAGE IS ENCLOSED. FOR ADDITIONAL INFORMATION VISIT [VLKHARVEST.COM/LISD-PORTFOLIO](http://VLKHARVEST.COM/LISD-PORTFOLIO).

INTERESTED PARTIES MAY CONTACT, CHRIS HARDEN WITH HARVEST MXD AT (972) 746-0725, MAUREEN KELLY COOPER WITH HARVEST MXD AT (214) 616-6840, DANIEL MITLYNG WITH

HARVEST MDX AT (214) 499-3762 OR STARLA JOHNSON, LEWISVILLE ISD SENIOR BUYER - PROCUREMENT DEPARTMENT AT (972) 350-1805.

ALL BIDDERS MUST COMPLY WITH THE BID SPECIFICATIONS AND BIDS MUST BE SUBMITTED ON THE BID FORMS INCLUDED IN THE BID PACKAGE. BID RESPONSES NOT MADE AS SET FORTH IN THE BID PACKAGE MAY BE DEEMED NON-RESPONSIVE AND MAY NOT BE CONSIDERED.

ALL BIDDERS MUST COMPLETE AND SUBMIT ALL BID FORMS, WHICH INCLUDE BUT ARE NOT LIMITED TO:

- ☐ **Certificate of Interested Parties – Form 1295 (complete online and print certificate)**
  - ☐ Please complete this form online using the URL highlighted at the top of the “EXAMPLE ONLY” Form 1295 provided. You will need to set up an account to log-in to the Texas Ethics Commission website in order to complete the online form and receive your certificate. This certificate will need to be provided with your bid.
  - ☐ Use **CSB #3343-25** as the Solicitation/Contract ID Number.
- ☐ **Conflict of Interest Questionnaire – FORM CIQ (2 pages)**
  - ☐ Complete, sign and date.
- ☐ **Form B – Felony Conviction Notification (1 page)**
  - ☐ Complete, sign and date.
- ☐ **Lewisville ISD W-9**
  - ☐ Lewisville ISD W-9 provided to bidders if needed.

LEWISVILLE ISD RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.

**TIMELINE:**

- **QUESTIONS DUE:**  
MONDAY, JANUARY 12, 2026, BY 2:00 PM
- **RESPONSE ADDENDUM POSTED:**  
WEDNESDAY, JANUARY 14, 2026, BY 5:00 PM
- **DEADLINE FOR SEALED BID SUBMITTAL:**  
WEDNESDAY, JANUARY 28, 2026, AT 2:00 PM

LEWISVILLE ISD SURPLUS PROPERTY  
C/O LEWISVILLE INDEPENDENT SCHOOL DISTRICT  
ADMINISTRATIVE CENTER  
1565-A WEST MAIN STREET, SUITE 220  
LEWISVILLE, TEXAS 75067

**CSB #3343-25 - SALE OF SURPLUS PROPERTIES WITH A DISTRICT FACILITY  
BID PACKAGE  
SEALED BID FORM**

**901 Valley View, Lewisville, TX 75067**

CONSISTING OF ± 12.077 ACRES OF LAND LOCATED IN LEWISVILLE, DENTON COUNTY, TEXAS, TOGETHER WITH THE IMPROVEMENTS THEREON.

**2220 South Garden Ridge Boulevard, Flower Mound, TX 75028**

CONSISTING OF ± 9.168 ACRES OF LAND LOCATED IN FLOWER MOUND, DENTON COUNTY, TEXAS, TOGETHER WITH THE IMPROVEMENTS THEREON.

**1520 Polser Road, Carrollton, TX 75010**

CONSISTING OF ± 8.622 ACRES OF LAND LOCATED IN CARROLLTON, DENTON COUNTY, TEXAS, TOGETHER WITH THE IMPROVEMENTS THEREON.

**1601 South Edmonds Lane, Lewisville, TX 75067**

CONSISTING OF ± 4.300 ACRES OF LAND LOCATED IN LEWISVILLE, DENTON COUNTY, TEXAS, TOGETHER WITH THE IMPROVEMENTS THEREON.

**350 West College Street, Lewisville TX 75057**

CONSISTING OF ± 3.102 ACRES OF LAND LOCATED IN LEWISVILLE, DENTON COUNTY, TEXAS, TOGETHER WITH THE IMPROVEMENTS THEREON.

FOR ADDITIONAL INFORMATION VISIT [VLKHARVEST.COM/LISD-PORTFOLIO](http://VLKHARVEST.COM/LISD-PORTFOLIO).

I (We) make the following cash purchase offer to purchase or lease, as applicable, the surface estate and any improvements thereon of the real property/properties (see Exhibit A) **as checked below**:

☐ **901 VALLEY VIEW, LEWISVILLE, TX 75067** in the amount of:

**If bidder intends to purchase the property, provide the proposed purchase price on the line below:**

PURCHASE PRICE:

Dollars (\$ \_\_\_\_\_)

*Enter amount of bid alphabetically and numerically. In the event of ambiguity or illegibility in the bid amount, Lewisville ISD reserves the right to reject the bid.*

**If bidder intends to lease the property, provide the proposed annual rent amount and the proposed term (in years) of the lease on the lines below:**

ANNUAL RENT AMOUNT:

Dollars (\$ \_\_\_\_\_)

*Enter amount of bid alphabetically and numerically. In the event of ambiguity or illegibility in the bid amount, Lewisville ISD reserves the right to reject the bid.*

LEASE TERM:

\_\_\_\_\_ (\_\_\_\_) Years

*Enter the proposed number of years for the lease term alphabetically and numerically. In the event of ambiguity or illegibility in the proposed lease term, Lewisville ISD reserves the right to reject the bid.*

☐ **2220 SOUTH GARDEN RIDGE BOULEVARD, FLOWER MOUND, TX 75028** in the amount of:

**If bidder intends to purchase the property, provide the proposed purchase price on the line below:**

PURCHASE PRICE:

\_\_\_\_\_ Dollars (\$) \_\_\_\_\_)  
*Enter amount of bid alphabetically and numerically. In the event of ambiguity or illegibility in the bid amount, Lewisville ISD reserves the right to reject the bid.*

**If bidder intends to lease the property, provide the proposed annual rent amount and the proposed term (in years) of the lease on the lines below:**

ANNUAL RENT AMOUNT:

\_\_\_\_\_ Dollars (\$) \_\_\_\_\_)  
*Enter amount of bid alphabetically and numerically. In the event of ambiguity or illegibility in the bid amount, Lewisville ISD reserves the right to reject the bid.*

LEASE TERM:

\_\_\_\_\_ (\_\_\_\_) Years

*Enter the proposed number of years for the lease term alphabetically and numerically. In the event of ambiguity or illegibility in the proposed lease term, Lewisville ISD reserves the right to reject the bid.*

☐ **1520 POLSER ROAD, CARROLLTON, TX 75010** in the amount of:

**If bidder intends to purchase the property, provide the proposed purchase price on the line below:**

PURCHASE PRICE:

\_\_\_\_\_ Dollars (\$) \_\_\_\_\_)

*Enter amount of bid alphabetically and numerically. In the event of ambiguity or illegibility in the bid amount, Lewisville ISD reserves the right to reject the bid.*

**If bidder intends to lease the property, provide the proposed annual rent amount and the proposed term (in years) of the lease on the lines below:**

ANNUAL RENT AMOUNT:

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)  
*Enter amount of bid alphabetically and numerically. In the event of ambiguity or illegibility in the bid amount, Lewisville ISD reserves the right to reject the bid.*

LEASE TERM:

\_\_\_\_\_ (\_\_\_\_\_) Years  
*Enter the proposed number of years for the lease term alphabetically and numerically. In the event of ambiguity or illegibility in the proposed lease term, Lewisville ISD reserves the right to reject the bid.*

☐ **1601 SOUTH EDMONDS LANE, LEWISVILLE, TX 75067** in the amount of:

**If bidder intends to purchase the property, provide the proposed purchase price on the line below:**

PURCHASE PRICE:

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)  
*Enter amount of bid alphabetically and numerically. In the event of ambiguity or illegibility in the bid amount, Lewisville ISD reserves the right to reject the bid.*

**If bidder intends to lease the property, provide the proposed annual rent amount and the proposed term (in years) of the lease on the lines below:**

ANNUAL RENT AMOUNT:

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)  
*Enter amount of bid alphabetically and numerically. In the event of ambiguity or illegibility in the bid amount, Lewisville ISD reserves the right to reject the bid.*

LEASE TERM:

\_\_\_\_\_ (\_\_\_\_\_) Years  
*Enter the proposed number of years for the lease term alphabetically and numerically. In the event of ambiguity or illegibility in the proposed lease term, Lewisville ISD reserves the right to reject the bid.*

☐ **350 WEST COLLEGE STREET, LEWISVILLE, TX 75057** in the amount of:

**If bidder intends to purchase the property, provide the proposed purchase price on the line below:**

PURCHASE PRICE:

Dollars (\$ \_\_\_\_\_)

*Enter amount of bid alphabetically and numerically. In the event of ambiguity or illegibility in the bid amount, Lewisville ISD reserves the right to reject the bid.*

**If bidder intends to lease the property, provide the proposed annual rent amount and the proposed term (in years) of the lease on the lines below:**

ANNUAL RENT AMOUNT:

Dollars (\$ \_\_\_\_\_)

*Enter amount of bid alphabetically and numerically. In the event of ambiguity or illegibility in the bid amount, Lewisville ISD reserves the right to reject the bid.*

LEASE TERM:

(\_\_\_\_\_) Years

*Enter the proposed number of years for the lease term alphabetically and numerically. In the event of ambiguity or illegibility in the proposed lease term, Lewisville ISD reserves the right to reject the bid.*

I (We) have read and understand that by submitting this purchase offer or lease offer I (we) agree and attest to the following:

Included with this Sealed Bid Form is a deposit, in the form of a cashier's check, certified check or money order in the amount of Five Thousand and No/100 dollars (\$5,000.00) payable to the Lewisville Independent School District. Said deposit may be held by Lewisville ISD until a final decision has been made on the winning bid, the rejection of this or all bids, or for up to one hundred ninety (190) days from the bid closing date, whichever comes first. The deposit of the winning bidder will be nonrefundable to the winning bidder but will be credited toward the purchase price at closing in the event of a sale or applied to the first rent payment in the event of a lease. Deposits for non-successful or rejected bids can be picked up at the Lewisville ISD Procurement Department after the award has been made. Deposits shall not earn interest while in Lewisville ISD's possession.

The sale or lease of the surplus property to the winning bidder is subject to the approval of the Lewisville ISD Board of Trustees.

**If the winning bid is an offer to purchase the property**, the winning bidder will be required to execute a "Contract of Sale" within fifteen (15) days of the bid award by the Lewisville ISD Board of Trustees. A draft copy of the Contract of Sale is included in this Bid Package as Exhibit B. Lewisville ISD will consider

proposed changes to the form of the Contract of Sale; however, Lewisville ISD reserves the right to reject any proposed changes that materially change the terms of the sale.

If approved by the Lewisville ISD Board of Trustees, the winning bidder must complete the closing of the transaction within sixty (60) days of the bid award by the Lewisville ISD Board of Trustees. Time extensions may be considered under special circumstances.

The winning bidder will pay all closing costs associated with the purchase. Lewisville ISD will not pay any portion of the closing costs, including, but not limited to, the cost of any fees or commissions owed to any broker or realtor.

The winning bidder must pay the balance of the bid amount (purchase price) at closing together with all costs of closing as set out in the Contract of Sale. The winning bidder represents that by submitting this bid they are financially capable of obtaining and have readily accessible funds to pay the balance of the purchase price. If the winning bidder fails or refuses to consummate the transaction following the approval of the sale by the Lewisville ISD Board of Trustees, the deposit shall be retained by Lewisville ISD as liquidated damages. After execution and delivery of the Contract of Sale by the bidder, if the bidder terminates the contract pursuant to any right to terminate contained in the Contract of Sale, except Seller's default, bidder shall not recover the earnest money.

**If the winning bid is an offer to lease the property**, the winning bidder will be required to execute a "Lease Agreement" within fifteen (15) days of the bid award by the Lewisville ISD Board of Trustees. The form of the Lease Agreement will be delivered to the winning bidder within three (3) business days after the bid award, provided, however, that the Lease Agreement will provide that the winning bidder, as lessee, will be responsible, at its sole cost and expense, for all maintenance, repairs, replacements, capital expenditures, insurance costs, taxes, and other costs associated with the operation, occupancy, and use of the property. Lewisville ISD, as the lessor, will not be responsible for any maintenance, repairs, replacements, capital expenditures, insurance costs, taxes, or any other costs associated with the lessee's operation, occupancy, or use of the property. Lewisville ISD will consider proposed changes to the form of the Lease Agreement; however, Lewisville ISD reserves the right to reject any proposed changes that materially change the terms of the lease from those set forth in the initial draft of the Lease Agreement.

The winning bidder will pay all costs associated with executing the lease, including, but not limited to, the cost of any fees or commissions owed to any broker or realtor related to the lease transaction.

The winning bidder must pay the balance of the bid amount (first annual rent payment) upon execution and delivery of the Lease Agreement, along with any other costs set forth in the Lease Agreement. The winning bidder represents that by submitting this bid they are financially capable of obtaining and have readily accessible funds to pay the balance of the first annual rent payment and all other annual rent payments and other amounts to be set forth in the Lease Agreement. If the winning bidder fails or refuses to consummate the transaction following the approval of the sale by the Lewisville ISD Board of Trustees, the deposit shall be retained by Lewisville ISD as liquidated damages.

The property is being offered, whether for sale or lease, "as is, where is, with all latent and patent defects and faults" and is subject to all visible and apparent easements and any other instruments of record. To the maximum extent allowed by law, Lewisville ISD expressly disclaims, and the winning bidder expressly waives, any warranty or representation, expressed or implied, including without limitation any warranty of condition, habitability, merchantability or fitness of the property for any particular purpose.





Address:

\_\_\_\_\_  
Street

\_\_\_\_\_  
City                      State                      Zip Code

Phone:

Home: (\_\_\_\_)\_\_\_\_\_

Cell: (\_\_\_\_)\_\_\_\_\_

Work: (\_\_\_\_)\_\_\_\_\_

Email: \_\_\_\_\_

**EXHIBIT A**



Address: 901 Valley View, Lewisville, TX 75067

Acreage: ± 12.077 Acres

DCAD: 132909



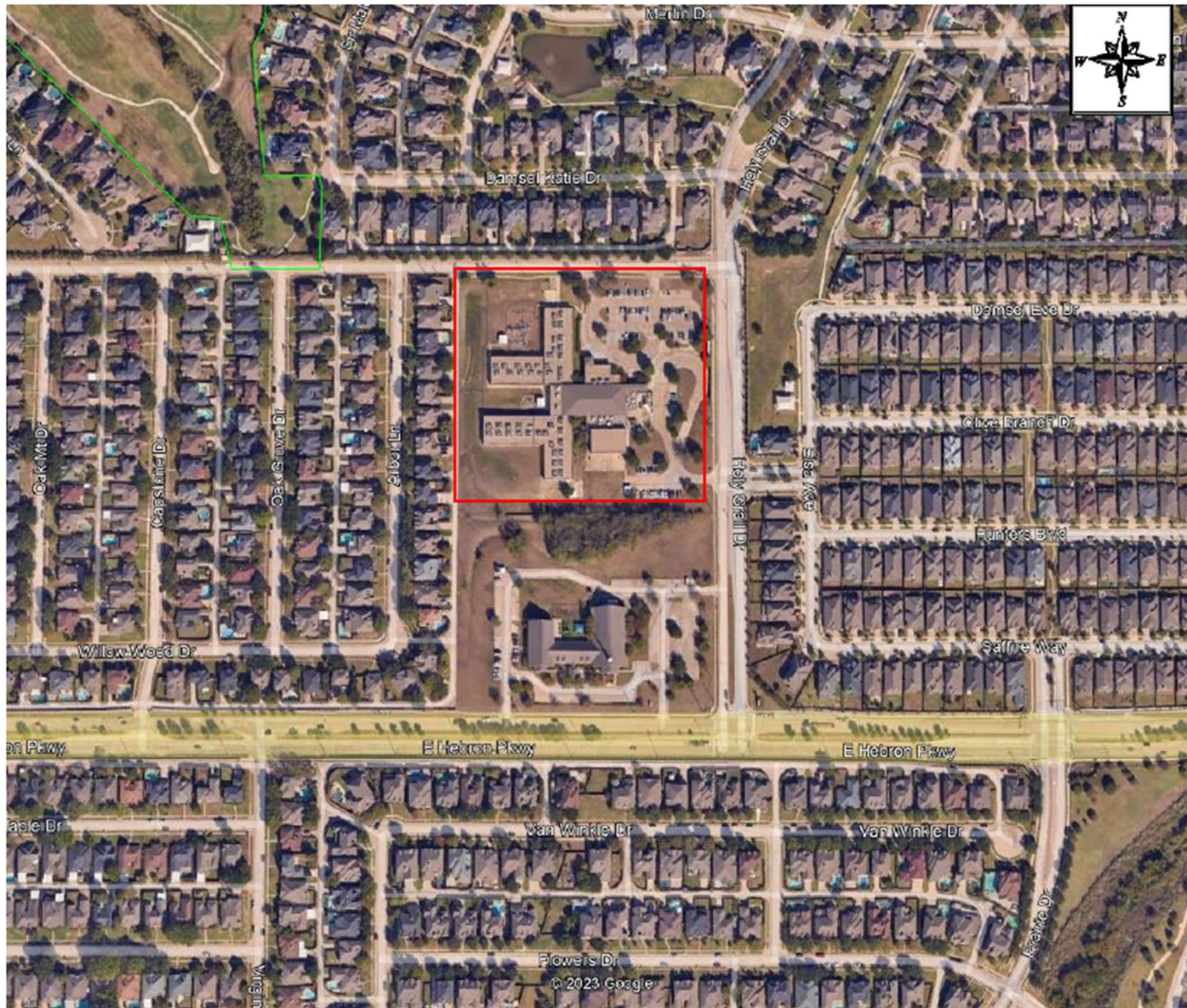


Address: 2220 South Garden Ridge Boulevard, Flower Mound, TX 75028

Acreage: ± 9.168 Acres

DCAD: 162647





Address: 1520 Polser Road, Carrollton, TX 75010  
Acreage: ± 8.622 Acres  
DCAD: 132087



Address: 1601 South Edmonds Lane, Lewisville, TX 75067

Acreage:  $\pm$  4.300 Acres

DCAD: 110816





Address: 350 West College Street, Lewisville, TX 75057  
Acreage:  $\pm$  3.102 Acres  
DCAD: 154126

**EXHIBIT B**

## **PURCHASE AND SALE AGREEMENT**

\_\_\_\_\_ acres  $\pm$ , \_\_\_\_\_, *Denton County, Texas*

**THIS PURCHASE AND SALE AGREEMENT** (this “Agreement”) is made and entered into between LEWISVILLE INDEPENDENT SCHOOL DISTRICT (the “Seller”) and \_\_\_\_\_ (“Purchaser”).

### **RECITALS**

**WHEREAS**, defined terms are indicated by initial capital letters. Defined terms shall have the meaning set forth herein, whether or not such terms are used before or after the definitions are set forth.

**WHEREAS**, Purchaser desires to purchase the Property and Seller desires to sell the Property, all upon the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual terms, provisions, covenants and agreements set forth herein, as well as the sums to be paid by Purchaser to Seller, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Purchaser and Seller agree as follows:

### **ARTICLE 1** **BASIC INFORMATION**

#### **Section 1.1 Certain Defined Terms**

The following defined terms shall have the meanings set forth below:

- A. Closing.** The completion of the transaction described in this Agreement.
- B. Closing Date.** The date that is fifteen (15) days after expiration of the Inspection Period.
- C. Cure Period.** The period beginning on the date Seller receives Purchaser’s Objections and ending on the date that is ten (10) days thereafter.
- D. Due Diligence Delivery Date.** The date that is ten (10) days after the Effective Date.
- E. Earnest Money.** \_\_\_\_\_ Dollars (\$\_\_\_\_\_).
- F. Earnest Money Delivery Date.** The date that is three (3) business days after the Effective Date.
- G. Effective Date.** The later of the dates on which Seller and Purchaser executed this Agreement, as shown on the signature page.



**H. Inspection Period.** The period beginning on the Effective Date and ending on the date which is thirty (30) days after the Effective Date.

**I. Purchase Price.** \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

**J. Purchaser's Broker.** \_\_\_\_\_.

**K. Review Period.** The period ending ten (10) days after Purchaser's receipt of the last of the (i) initial Title Commitment, (ii) Title Documents, and (iii) the Survey.

**L. Seller's Broker.** Harvest MXD (Chris Harden).

**M. Survey Delivery Date.** The date that is ten (10) days after the Effective Date.

**N. Title Commitment Delivery Date.** The date that is fifteen (15) days after the Effective Date.

**O. Title Company.** Reunion Title Company.

**P. Title Termination Period.** The period beginning on the expiration of the Cure Period and ending on the date that is five (5) days after the Cure Period.

## **Section 1.2 Closing Costs**

Closing costs shall be allocated and paid as follows:

<b>COST</b>	<b>RESPONSIBLE PARTY</b>
Title Commitment	Purchaser
Premium for standard form Title Policy	Purchaser
Premium for endorsements or additional coverage for the Title Policy	Purchaser
New or Updated Survey	Purchaser
Recording Fees	Purchaser
Escrow Fee charged by Title Company	Evenly split between Purchaser and Seller
Commission to Purchaser's Broker, if any	Purchaser
Commission to Seller's Broker, if any	Seller

All other Closing costs, expenses, charges and fees customarily paid by purchasers in Denton County, Texas. Purchaser's attorneys' fees.	Purchaser
All other Closing costs, expenses, charges and fees customarily paid by sellers in Denton County, Texas. Seller's attorneys' fees.	Seller

### Section 1.3 Notice Addresses

Seller: Lewisville Independent School District  
Attn: Starla Johnson, Senior Buyer  
Procurement Department  
1565 A. W. Main Street  
Lewisville, Texas 75067  
Email: [martincs@lisd.net](mailto:martincs@lisd.net)

with copy to: Abernathy, Roeder, Boyd & Hullett, P.C.  
Attn: Chris Zillmer  
1700 Redbud Blvd., Suite 300  
McKinney, Texas 75069  
Email: [czillmer@abernathy-law.com](mailto:czillmer@abernathy-law.com)

Purchaser: \_\_\_\_\_  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

with copy to: \_\_\_\_\_  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

Title Company: Reunion Title Company  
Attn: Kathy Ruiz, Escrow Officer  
1700 Redbud Blvd., Suite 300  
McKinney, Texas 75069  
Email: [kruiz@reuniontitle.com](mailto:kruiz@reuniontitle.com)

## **ARTICLE 2** **PROPERTY**

### **Section 2.1 Property Description**

Upon the terms and conditions hereinafter stated, Seller hereby agrees to sell and convey to Purchaser the following (the Real Property, the Improvements, the Licenses and Permits, and all rights and interests appurtenant thereto, collectively being referred to as the “Property”):

**A. Land.** Good and indefeasible title to approximately \_\_\_\_\_ gross acres of land, more or less, located in the City of \_\_\_\_\_, Denton County, Texas (the “Land”), together with all benefits, privileges, easements, tenements, hereditaments, rights and appurtenances thereon or pertaining to such Land, as more specifically described herein on **Exhibit “A”** and as depicted on **Exhibit “A-1”**, attached hereto and incorporated herein by this reference.

**B. Improvements.** All buildings, structures, fixtures, and improvements situated on, in, or under the Land, if any (“Improvements”); all benefits, privileges, tenements, hereditaments, rights and appurtenances thereon or pertaining to the Improvements and all easements owned by Seller, if any, which are used or needed in connection with the operation or development of the Land (the Land and the Improvements are herein referenced as the “Real Property”).

**C. Licenses and Permits.** To the extent assignable by Seller to Purchaser, and to the extent any of the following exist and run with the Real Property, all of Seller’s right, title, and interest in and to (i) licenses, permits, certificates of occupancy, or similar documents relating to the Real Property; (ii) all permits, approvals, licenses, water and sewer capacity commitments, all engineering and architectural plans; and (iii) all plans, drawings, specifications, surveys, engineering reports, and other technical descriptions of the Real Property (collectively, “Licenses and Permits”).

### **Section 2.2 Legal Description**

The legal description of the Land set forth in the final Survey that has been approved in writing by Purchaser and Seller and certified to the Purchaser and Title Company shall be substituted for **Exhibit “A”** to the extent there is any change as the description of the Property to be conveyed hereunder and shall become part of this Agreement.

### **ARTICLE 3**

#### **PURCHASE PRICE**

Purchaser agrees to purchase the Property at the Purchase Price and upon the terms set forth herein. At Closing, Purchaser shall deliver to Seller the Purchase Price in cash or other immediate funds.

### **ARTICLE 4**

#### **EARNEST MONEY**

On or before the Earnest Money Delivery Date, Purchaser shall deposit the Earnest Money in the form of a check or wire transfer with the Title Company in its capacity as escrow agent, to be held in escrow pursuant to the terms of this Agreement. If Purchaser fails to timely deposit the Earnest Money, Seller may terminate this Agreement at any time before Purchaser deposits the Earnest Money with the Title Company, and upon such election, this Agreement shall terminate. Purchaser agrees that Five Thousand and No/100 Dollars (\$5,000.00) of the Earnest Money is given as consideration for this Agreement (the “Independent Consideration”), which Independent Consideration shall be applied to the Purchase Price at Closing, but shall not be returned to Purchaser in the event the Earnest Money is otherwise returned to the Purchaser pursuant to the terms of this Agreement. The Earnest Money shall be credited to the Purchase Price at Closing.

### **ARTICLE 5**

#### **DUE DILIGENCE AND CONTINGENCIES**

##### **Section 5.1 Survey and Title Review**

**A. Survey.** On or before the Survey Delivery Date, Seller shall deliver to Purchaser Seller’s newest existing survey of the Property (the “Survey”). If requested by Purchaser or Purchaser’s lender, Purchaser shall cause the Survey to be updated in conformity with such standards as are required by the Title Company as a condition to the removal of the survey exception from the Title Commitment, and certified to Purchaser, the Title Company and such other parties as Purchaser shall designate by written notice to Seller.

**B. Title Commitment.** On or before the Title Commitment Delivery Date, Seller shall deliver or cause to be delivered to Purchaser (i) a title commitment (the “Title Commitment”) covering the Property binding the Title Company to issue a Texas Owner Policy of Title Insurance (the “Title Policy”) on the standard form prescribed by the Texas State Board of Insurance at the Closing, in the full amount of the Purchase Price, insuring Purchaser’s fee simple title to the Property to be good and indefeasible, subject only to the Permitted Exceptions as defined below, and (ii) the following documents (collectively, the “Title Documents”): (1) true and legible copies of all recorded instruments affecting the Property and recited as exceptions in the Title Commitment, and (2) a current tax certificate.

**C. Special Assessment Districts.** If the Property is situated within a utility district or flood control district subject to the provisions of Section 50.301, Texas Water Code, then Seller shall give to Purchaser as part of the Title Documents the required written notice and Purchaser agrees to acknowledge receipt of the notice in writing. The notice must set forth the current tax rate, the current bonded indebtedness and the authorized indebtedness of the district, and must

comply with all other applicable requirements of the Texas Water Code. If the Property is subject to mandatory membership in a property owner's association, Seller shall notify Purchaser of the current annual budget of the property owners' association, and the current authorized fees, dues and/or assessments relating to the Property.

**D. Review and Cure Period.** During the Review Period, Purchaser shall have the opportunity to review the Survey, the Title Commitment, and the Title Documents. If Purchaser has any objections to the Survey, Title Commitment or Title Documents, Purchaser may deliver such objections to Seller in writing within the Review Period (collectively, "Objections"). Purchaser's failure to provide Objections to Seller prior to the expiration of the Review Period shall be a waiver of Purchaser's right to object, and any item to which Purchaser does not include in its Objections on or before to the expiration of the Review Period shall be deemed a "Permitted Exception." Items that the Title Company identifies as to be released at Closing will be deemed Objections by Purchaser and shall not be Permitted Exceptions. If Purchaser provides Seller with any Objections, Seller may, but is not obligated to attempt to satisfy the Objections within the Cure Period. Zoning ordinances and the lien for current taxes are deemed to be Permitted Exceptions.

**E. Failure or Refusal to Cure.** If Seller cannot satisfy or chooses not to satisfy Purchaser's Objections within the Cure Period, then Purchaser may terminate this Agreement by delivering a written notice to Seller within the Title Termination Period. If Purchaser terminates this Agreement, the Earnest Money shall be immediately returned to Purchaser and thereafter neither party shall have any rights or obligations under this Agreement (except for those which may expressly survive the termination of this Agreement). If Purchaser does not terminate this Agreement, then Purchaser shall be deemed to have waived any uncured Objections, except for those Objections Seller has agreed to cure, and must accept such title as Seller is able to convey as of Closing, subject to the other terms and provisions of this Agreement. Notwithstanding the foregoing, at or prior to Closing, Seller shall discharge or cause to be discharged all: (i) matters set forth on Schedule C of the Title Commitment; (ii) exceptions to title created after the Effective Date without the written consent of Purchaser; and (iii) judgments, liens and mortgages affecting the Property, and same shall not constitute Permitted Exceptions.

## **Section 5.2 Due Diligence**

On or prior to the Due Diligence Delivery Date, Seller shall deliver to Purchaser copies of all engineering investigations, soils reports, feasibility reports, tests, environmental studies, license agreements, lease agreements, management agreements, and other information related to the Property in Seller's possession. Notwithstanding Seller's delivery of the above described studies, tests and other due diligence material, if any, Purchaser acknowledges that any information of any type which Purchaser has received or may receive from Seller, or its agents, is furnished to Purchaser as a courtesy only and on the express condition that Purchaser shall make an independent verification of the accuracy of such information, and that all such information is being furnished without any representation or warranty by Seller as to the truth, accuracy, or completeness of such information; provided, however, that Seller confirms that Seller has no current actual knowledge of any material inaccuracies or errors in any such due diligence materials. Further, as a condition to Seller's delivery of any due diligence materials to Purchaser, Purchaser expressly acknowledges the foregoing in its acceptance of such due diligence items from Seller, and agrees to waive any

and all claims against Seller for any cause of action arising from Purchaser's reliance on such Seller furnished due diligence materials.

If this Agreement fails to close for any reason, Purchaser shall deliver to Seller any and all engineering investigations, soils reports, feasibility reports, tests, environmental studies, and other information and/or reports either (a) provided by Seller to Purchaser or (b) obtained by Purchaser from anyone in conjunction with Purchaser exercising its due diligence regarding this purchase.

### **Section 5.3 Inspection Period**

**A. Purchaser's Right to Inspect the Property.** Prior to the expiration of the Inspection Period, Purchaser shall have the right to inspect the Property and determine if the same is suitable for Purchaser's intended use. If Purchaser notifies Seller in writing on or before 11:59 p.m. on the last day of the Inspection Period that Purchaser disapproves or is dissatisfied in any way with the Property, such determination to be made in Purchaser's sole and absolute discretion, then this Agreement shall terminate and the Earnest Money heretofore delivered by Purchaser to Title Company shall be returned to Purchaser; provided, however, the Independent Consideration shall not be returned to Purchaser. If Purchaser fails to so notify Seller in writing prior to the expiration of the Inspection Period of Purchaser's election to terminate this Agreement, this Agreement shall continue in full force and effect. Seller hereby grants to Purchaser during the Inspection Period the right to enter upon the Property and conduct such tests as Purchaser deems necessary.

**B. Indemnification for Inspection.** Purchaser shall indemnify, defend, and hold harmless Seller from all claims, actions or causes of action which might occur by virtue of the entry upon or testing of the Property and provided further that in the event Purchaser does not return the Property to its condition prior to Purchaser's activities, Purchaser shall be responsible for all damages occasioned to the Property arising out of the entry upon or testing of the Property, and this indemnity and covenant will survive the Closing or termination of this Agreement for a period of twelve (12) months. Notwithstanding the foregoing or anything contained herein to the contrary, Purchaser shall have no obligation to indemnify Seller for any claim, action or cause of action which is caused, in whole or in part, by Seller's grossly negligent act or omission or to the extent caused by the willful misconduct of Seller, nor shall Purchaser be required to indemnify Seller with respect to Purchaser's discovery or disturbance of any preexisting matter on or with respect to the Property existing prior to entry on the Property by Purchaser or Purchaser's agents, independent contractors, servants, or employees, including, but not limited to, any hazardous material or dangerous condition.

## **ARTICLE 6 REPRESENTATIONS AND WARRANTIES**

### **Section 6.1 Seller's Representation and Warranties**

Seller represents and warrants to Purchaser as of the Effective Date and as of the Closing as follows:

**A. Title.** Seller has the right to convey and will convey to Purchaser good and indefeasible fee simple title to the Property free and clear of any and all liens, assessments,

unrecorded easements, security interests and other encumbrances except only to the Permitted Exceptions.

**B. Licenses.** There are no parties in possession of any portion of the Property as licensees, tenants at sufferance or trespassers except for those disclosed, and delivered to Purchaser as part of the due diligence materials.

**C. Negative Covenants.** Seller shall not further encumber any of the Property or allow an encumbrance upon the title to any of the Property without the written consent of Purchaser.

**D. Liens and Debts.** There are no mechanic's liens, Uniform Commercial Code liens, or unrecorded liens against the Property, and Seller shall not allow any such liens to attach to the Property prior to Closing, which will not be satisfied out of the Closing proceeds. All obligations of Seller arising from the ownership and operation of the Property and any business operated on the Property, if any, including, but not limited to, taxes, leasing commissions, salaries, and similar agreements, have been paid or will be paid prior to Closing. Except for obligations for which provisions are made in this Agreement for prorating at Closing, there will be no obligations of Seller with respect to the Property outstanding as of Closing.

**E. Litigation.** To Seller's knowledge, there is no pending or threatened litigation, condemnation, or assessment affecting any of the Property. Seller shall promptly advise Purchaser of any litigation, condemnation or assessment affecting any of Property which is threatened or instituted after the Effective Date.

**F. Operation of the Property.** From the Effective Date through the Closing Date, Seller shall maintain the Property in the same condition and in the same manner as existed on the Effective Date, except for ordinary wear and tear and any casualty loss.

**G. Patriot Act.** To the extent applicable to Seller, Seller has complied in all material respects with the International Money Laundering Abatement and Anti-Terrorist Financing Act of 2001, which comprises Title III of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (the "Patriot Act") and the regulations promulgated thereunder, and the rules and regulations administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), to the extent such laws are applicable to Seller. To the best of Seller's knowledge, Seller is not included on the List of Specially Designated Nationals and Blocked Persons maintained by the OFAC, or is a resident in, or organized or chartered under the laws of, (i) a jurisdiction that has been designated by the U.S. Secretary of the Treasury under Section 311 or 312 of the Patriot Act as warranting special measures due to money laundering concerns or (ii) any foreign country that has been designated as non-cooperative with international anti-money laundering principles or procedures by an intergovernmental group or organization, such as the Financial Action Task Force on Money Laundering, of which the United States is a member and with which designation the United States representative to the group or organization continues to concur.

**H. Organization and Authority.** Seller is an independent school district validly existing under the laws of the State of Texas. The execution and delivery of this Agreement by those executing this Agreement on Seller's behalf and Seller's performance of this Agreement has

been duly authorized by Seller, and this Agreement is binding on Seller and enforceable against Seller in accordance with its terms. The execution of this Agreement and the consummation of the transaction contemplated herein will not violate any restriction, court order or agreement to which Seller or the Property is subject.

**I. No Prohibitions.** Seller is not prohibited from (i) executing or delivering this Agreement; (ii) complying with the terms of this Agreement or (iii) to Seller's knowledge consummating the transactions contemplated by this Agreement by any applicable governmental requirement, agreement, instrument, restriction, or by a judgment, order or decree of any governmental authority having jurisdiction over Seller or the Property.

**J. No Material Defects.** To the best of Seller's knowledge, there are no material defects in the Property.

**K. Compliance with Laws.** To the best of Seller's current actual knowledge, neither the Property, nor Seller are currently subject to (i) any existing, pending or threatened investigation or inquiry by any governmental authority or (ii) any remedial obligations, under any applicable law, statute, ordinance, rule, regulation, order or determination of any governmental authority or any board of fire underwriters (or other body exercising similar functions), or any restrictive covenant or deed restriction or zoning ordinance or classification affecting the Property, including, without limitation, all applicable building codes, fire codes, health codes, water codes, flood disaster laws and health and Environmental Laws and regulations (hereinafter sometimes collectively called the "Applicable Laws"). Seller has received no notice from any municipal, state, federal or other governmental authority of any violation of any Applicable Laws issued in respect of the Property which has not been heretofore corrected, and no such violation exists.

**L. "AS IS".** EXCEPT AS EXPRESSLY PROVIDED HEREIN, IT IS UNDERSTOOD AND AGREED THAT SELLER IS NOT MAKING ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR REPRESENTATIONS AS TO MATTERS OF TITLE (OTHER THAN SELLER'S WARRANTY OF TITLE SET FORTH IN THE DEED TO BE DELIVERED AT CLOSING), ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITION, ABSENCE OF LATENT DEFECTS, OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS, GOVERNMENTAL REGULATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY. EXCEPT AS EXPRESSLY PROVIDED HEREIN, PURCHASER AGREES THAT WITH RESPECT TO THE PROPERTY, PURCHASER HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF SELLER OR SELLER'S REPRESENTATIVES. PURCHASER WILL CONDUCT SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND RELY UPON SAME, AND, UPON CLOSING, SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, LATENT DEFECTS AND ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY PURCHASER'S INSPECTIONS AND INVESTIGATIONS. EXCEPT AS



**EXPRESSLY PROVIDED HEREIN, PURCHASER AGREES TO TAKE WHATEVER ACTION AND PERFORM WHATEVER INVESTIGATIONS AND STUDIES PURCHASER DEEMS NECESSARY TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NONEXISTENCE OF, OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO, ANY HAZARDOUS AND/OR TOXIC SUBSTANCES ON OR DISCHARGED FROM THE PROPERTY. PURCHASER ACKNOWLEDGES AND AGREES THAT UPON CLOSING SELLER SHALL SELL AND CONVEY TO PURCHASER AND PURCHASER SHALL ACCEPT THE PROPERTY “AS IS, WHERE IS”, WITH ALL FAULTS AND THERE ARE NO ORAL OR WRITTEN AGREEMENTS, WARRANTIES OR REPRESENTATIONS, COLLATERAL TO OR AFFECTING THE PROPERTY BY SELLER OR ANY THIRD PARTY. FURTHER, PURCHASER HEREBY ACKNOWLEDGES TO SELLER THAT PURCHASER AND SELLER ARE NOT IN A SIGNIFICANTLY DISPARATE BARGAINING POSITION. THE TERMS AND CONDITIONS OF THIS PARAGRAPH SHALL EXPRESSLY SURVIVE THE CLOSING AND SHALL NOT BE MERGED THEREIN.**

## **Section 6.2 Purchaser’s Representations and Warranties**

Purchaser represents and warrants to Seller as of the Effective Date and as of the Closing as follows:

**A. Organization and Authority.** Purchaser is a \_\_\_\_\_ validly existing under the laws of the State of Texas. The execution and delivery of this Agreement by those executing this Agreement on Purchaser’s behalf and Purchaser’s performance of this Agreement has been duly authorized by Purchaser, and this Agreement is binding on Purchaser and enforceable against Purchaser in accordance with its terms. The execution of this Agreement and the consummation of the transaction contemplated herein will not violate any restriction, court order or agreement to which Purchaser is subject. If Purchaser assigns this Agreement to an allowed third party, such entity shall be duly organized, validly existing and in good standing under the laws of the State of Texas and have all the requisite power and authority to enter into, deliver and perform this Agreement.

**B. Litigation.** To Purchaser’s knowledge, there is no pending or threatened litigation affecting Purchaser that would materially impact the transaction described in this Agreement. Purchaser shall promptly advise Seller of any litigation affecting Purchaser and its ability to consummate the transaction contemplated herein which is threatened or instituted after the Effective Date.

**C. Patriot Act.** To the extent applicable to Purchaser, Purchaser has complied in all material respects with the International Money Laundering Abatement and Anti-Terrorist Financing Act of 2001, which comprises Title III of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (the “Patriot Act”) and the regulations promulgated thereunder, and the rules and regulations administered by the U.S. Treasury Department’s Office of Foreign Assets Control (“OFAC”), to the extent such laws are applicable to Purchaser. To the best of Purchaser’s knowledge, Purchaser is not included on the List of Specially Designated Nationals and Blocked Persons maintained by

the OFAC, or is a resident in, or organized or chartered under the laws of, (i) a jurisdiction that has been designated by the U.S. Secretary of the Treasury under Section 311 or 312 of the Patriot Act as warranting special measures due to money laundering concerns or (ii) any foreign country that has been designated as non-cooperative with international anti-money laundering principles or procedures by an intergovernmental group or organization, such as the Financial Action Task Force on Money Laundering, of which the United States is a member and with which designation the United States representative to the group or organization continues to concur.

**D. No Prohibitions.** Purchaser is not prohibited from (i) executing or delivering this Agreement; (ii) complying with the terms of this Agreement or (iii) to Purchaser's knowledge consummating the transactions contemplated by this Agreement by any applicable governmental requirement, agreement, instrument, restriction, or by a judgment, order or decree of any governmental authority having jurisdiction over Purchaser.

### **Section 6.3 Knowledge**

**A. Seller's Knowledge.** For purposes of this Agreement and any closing document, whenever the phrase "to Seller's actual knowledge," "to Seller's knowledge," "the knowledge of Seller," or "to the best of Seller's knowledge" or similar words of similar import are used, they shall be deemed to refer to facts within the actual knowledge of Dr. Lori Rapp, Superintendent, at the times indicated only, without independent inquiry or investigation, without any actual or implied duty of inquiry whatsoever and without imputation to such person of the knowledge of any other person. The named individuals are acting for and on behalf of Seller and in a capacity as an officer or representative of Seller and is in no manner expressly or impliedly making any representations or warranties in an individual capacity. Purchaser waives any right to sue or seek any personal judgment or claim against such individuals.

**B. Purchaser's Knowledge.** For purposes of this Agreement and any closing document, whenever the phrase "to Purchaser's actual knowledge," "to Purchaser's knowledge," "the knowledge of Purchaser," or "to the best of Purchaser's knowledge" or similar words of similar import are used, they shall be deemed to refer to facts within the actual knowledge of \_\_\_\_\_, at the times indicated only, without independent inquiry or investigation, without any actual or implied duty of inquiry whatsoever and without imputation to such person of the knowledge of any other person. The named individuals are acting for and on behalf of Purchaser and in a capacity as an officer or representative of Purchaser and is in no manner expressly or impliedly making any representations or warranties in an individual capacity. Seller waives any right to sue or seek any personal judgment or claim against such individuals.

### **Section 6.4 Remedies**

If either party discovers prior to Closing that any of the other party's representations or warranties have been misrepresented or are inaccurate, such discovering party may notify the party with deficient representations and/or warranties in writing, and the deficient party may attempt to correct or remedy the misrepresentation or inaccuracy. If the misrepresentation or inaccuracy is not remedied prior to Closing, upon written notice to the deficient party, the discovering party may: (i) proceed to Closing without waiving any claim for breach of warranty or misrepresentation; (ii) delay Closing until ten (10) days after the misrepresentation or inaccuracy

is remedied; or (iii) exercise any remedies available for default by the deficient party under this Agreement.

## **Section 6.5 Non-Conformance**

Purchaser has or will independently investigate and verify to Purchaser's satisfaction the extent of any limitations or permitted uses of the Property. Purchaser acknowledges that the current use of the Property or any improvements located on the Property (or both) may not conform to applicable Federal, State or municipal laws, ordinances, codes or regulations, zoning, permitted uses, height limitations, setback requirements, minimum parking requirements, limitations on coverage of improvements to total area of land, requirements of the Americans with Disabilities Act, wetlands restrictions and other matters. Purchaser is not relying upon any warranties or representations of Seller concerning the permitted uses of the Property or with respect to any nonconformance of the Property.

## **ARTICLE 7 CLOSING**

### **Section 7.1 Closing Date**

The Closing shall occur on or before the Closing Date. Seller shall deliver possession of the Property at Closing.

### **Section 7.2 Seller's Closing Documents**

At the Closing, Seller shall deliver the following to Purchaser:

**A.** A duly executed Special Warranty Deed (the "Deed"), in the form attached hereto as **Exhibit "B"**, conveying indefeasible fee simple title to the Property to Purchaser, subject only to the Permitted Exceptions;

**B.** The Title Policy issued by the underwriter for the Title Company pursuant to the Title Commitment, subject only to the Permitted Exceptions, in the full amount of the Purchase Price, dated as of the date of Closing, and with the survey exception deleted except as to "shortages in area;"

**C.** A FIRPTA certificate, duly executed and acknowledged by Seller;

**D.** Evidence of Seller's authority and capacity to close this transaction; and

**E.** All other documents reasonably required by the Title Company from Seller to close this transaction.

### **Section 7.3 Purchaser's Closing Documents**

At the Closing, Purchaser shall deliver the following to Seller:

**A.** The Purchase Price;

**B.** Evidence of Purchaser's authority and capacity to close this transaction;

**C.** All other documents reasonably required by the Title Company from Purchaser to close this transaction.

#### **Section 7.4 Closing Costs**

Each party shall pay its respective costs associated with the Closing in accordance with Section 1.2 above.

#### **Section 7.5 Ad Valorem Taxes**

Seller does not pay taxes or assessments applicable to the Property. Purchaser shall be responsible for any ad valorem taxes applicable to the Property accruing on or after the Closing Date. Seller shall not be responsible for any ad valorem taxes or assessments applicable to the Property under any circumstances. This provision shall survive the Closing.

#### **Section 7.6 Rollback Taxes**

If a change in use of the Property after Closing or denial of a special use valuation on the Property claimed by Seller with respect to the period prior to Closing results or may result in the assessment after the Closing of additional taxes for periods prior to Closing, the additional taxes plus any penalties and interest shall be paid by Purchaser when due. This obligation shall survive the Closing.

**NOTICE REGARDING POSSIBLE LIABILITY FOR ADDITIONAL TAXES.** If for the current ad valorem tax year the taxable value of the land that is the subject of this Agreement is determined by a special appraisal method that allows for appraisal of the land at less than its market value, the person to whom the land is transferred may not be allowed to qualify the land for that special appraisal in a subsequent tax year and the land may then be appraised at its full market value. In addition, the transfer of the land or a subsequent change in the use of the land may result in the imposition of an additional tax plus interest as a penalty for the transfer or the change in the use of the land. The taxable value of the land and the applicable method of appraisal is public information and may be obtained from the tax appraisal district established for the county in which the land is located.

### **ARTICLE 8**

#### **CASUALTY LOSS; CONDEMNATION.**

#### **Section 8.1 Casualty Loss**

All risk of loss to the Property shall remain upon Seller prior to the Closing. If, prior to the Closing, any material portion of the Property is damaged or destroyed by fire or other casualty, Seller shall promptly provide written notice thereof to Purchaser, and Purchaser may either terminate this Agreement by delivering a written termination notice to Seller or elect to close. If the transaction is to proceed to Closing, there shall be no reduction in the Purchase Price, but Seller shall assign to Purchaser all of Seller's right and interest in any insurance proceeds plus an amount equal to any insurance deductible.

## **Section 8.2    Condemnation**

If, prior to the Closing, any portion of the Property is subject to a condemnation or taking or the threat of a condemnation or taking, Seller shall promptly provide written notice thereof to Purchaser, and Purchaser may either terminate this Agreement by delivering a written termination notice to Seller or elect to close. Purchaser shall have the sole right to negotiate with any entity condemning or taking or threatening to condemn or take any portion of the Property, and Seller shall not execute any agreement or deed or take any other action with regard to any such condemnation or taking or threat of condemnation or taking without Purchaser's prior written consent. If the transaction is to proceed to Closing, there shall be no reduction in the Purchase Price, but Seller shall assign to Purchaser all of Seller's right and interest in any condemnation awards.

## **ARTICLE 9 DEFAULT**

### **Section 9.1    Purchaser's Remedies**

If Seller fails to perform its obligations under this Agreement for any reason except Purchaser's default, which continues for more than ten (10) days following delivery of written notice of such default from Purchaser to Seller, then Seller shall be in default and Purchaser may elect to (i) terminate this Agreement and receive the Earnest Money, or (ii) pursue the remedy of specific performance, as its sole and exclusive remedies.

### **Section 9.2    Seller's Remedies**

If Purchaser fails to perform its obligations under this Agreement for any reason except Seller's default, which continues for more than ten (10) days following delivery of written notice of such default from Seller to Purchaser, then Purchaser shall be in default, and Seller may terminate this Agreement and receive the Earnest Money.

## **ARTICLE 10 REAL ESTATE COMMISSIONS**

If and only if, as and when this transaction is closed, the following real estate commission (the "Commission") shall be paid by the party set forth in Section 1.2 above as follows: an amount equal to \_\_\_\_\_ percent (\_\_\_%) of the Purchase Price to Seller's Broker and amount equal to \_\_\_\_\_ percent (\_\_\_%) of the Purchase Price to Purchaser's Broker (hereinafter Seller's Broker and Purchaser's Broker shall be referred to as the "Broker") pursuant to the following terms and conditions. The Commission shall be payable at Closing, if, as and when Closing occurs and the transaction is funded. It is expressly understood, acknowledged and agreed that the Broker's right to such Commission shall vest only upon the actual Closing and funding of this Agreement and no Commission shall be earned, due or owing in the event the purchase and sale transaction contemplated herein shall fail to close for any reason whatsoever including, but not limited to, the default of either Seller or Purchaser. In no event whatsoever shall any Broker be entitled to receive any portion of the Earnest Money. Each party hereto represents to the other that, except as set forth above with respect to the Broker, it has not authorized any other broker or finder to act on its behalf in connection with the sale and purchase transaction contemplated hereby and that it has

not dealt with any broker or finder purporting to act for any other party. Each party hereto indemnifies and agrees to defend and hold harmless the other party from and against any and all liabilities, costs, damages and expenses of any kind or character arising from any claims for brokerage or finder's fees, commissions or other similar fees in connection with the transactions covered by this Agreement insofar as such claims shall be based upon alleged arrangements or agreements made by such party or on its behalf, which indemnity shall expressly survive any termination or Closing of this Agreement. The Texas Real Estate License Act requires written notice to Purchaser that Purchaser should have an attorney examine an abstract of title to the Property or else obtain a title insurance policy. Notice to that effect is, therefore, hereby given to Purchaser. The indemnification set forth in this Section survives Closing.

## **ARTICLE 11**

### **MISCELLANEOUS PROVISIONS**

#### **Section 11.1 Notices**

All notices and other communications required or permitted under this Agreement must be in writing and shall be deemed delivered on the earlier of: (i) actual receipt, if delivered in person or by messenger with evidence of delivery; (ii) the date and time of transmission if delivered by email; or (iii) three (3) business days after deposit in the United States Mail as required below. Notices delivered by mail must be deposited with the U.S. Postal Service and sent by certified mail return receipt requested with postage prepaid, and properly addressed to the intended recipient at the address set forth below. Any party may change its address for notice purposes by delivering written notice of its new address to all other parties in the manner set forth above.

#### **Section 11.2 Forms and Construction**

This Agreement is the result of negotiations between the parties, neither of whom has acted under any duress or compulsion, whether legal, economic or otherwise. Accordingly, the terms and provisions hereof shall be construed in accordance with their usual and customary meanings. Seller and Purchaser hereby waive the application of any rule of law which otherwise would be applicable in connection with the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the party who (or whose attorney) prepared the executed Agreement or any earlier draft of the same.

#### **Section 11.3 Attorney's Fees**

The prevailing party in any legal proceeding brought in relation to this Agreement or transaction shall be entitled to recover from the non-prevailing party's court costs, reasonable attorneys' fees and all other reasonable litigation expenses.

#### **Section 11.4 Assignment**

Purchaser may not assign this Agreement without the prior written consent of Seller. Notwithstanding the foregoing, Purchaser may assign its rights under this Agreement to any affiliated entity which directly or indirectly controls, is controlled by or is under common control with Purchaser without the consent of Seller, on the condition that (i) Purchaser delivers written notice to Seller prior to such assignment, (ii) the assignee expressly assumes all of the obligations

of Purchaser hereunder in a written agreement, and (iii) such written agreement is delivered to Seller prior to the Closing Date. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

### **Section 11.5 Integration**

This Agreement contains the complete agreement between the parties with respect to the Property and cannot be varied except by written agreement of the parties hereto. The parties agree that there are no oral or signed agreements, understandings, representations or warranties made by the parties which are not expressly set forth herein.

### **Section 11.6 Survival**

Any warranty, representation, covenant, condition or obligation contained in this Agreement not otherwise consummated at the Closing will survive the Closing of this transaction for a period of one (1) year.

### **Section 11.7 Binding Effect**

This Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and their respective heirs, legal representatives, successors and assigns.

### **Section 11.8 Time for Performance**

Time is of the essence under each provision of this Agreement. If the last day of any time period under this Agreement or any date of performance hereunder falls upon a Saturday, Sunday or recognized holiday, such date will be deemed moved forward to the next day which is not a Saturday, Sunday or recognized holiday.

### **Section 11.9 Business Day**

The term "business day" shall mean days elapsed exclusive of Saturday, Sunday or recognized holidays.

### **Section 11.10 Governing Law**

This Agreement shall be construed under and governed by the laws of the State of Texas, and unless otherwise provided herein, all obligations of the parties created under this Agreement are to be performed in the county where the Property is located.

### **Section 11.11 Severability**

If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the invalid, illegal or unenforceable provision shall not affect any other provisions, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision is severed and deleted from this Agreement.

### **Section 11.12 Counterparts**

This Agreement may be executed in a number of identical counterparts. Each counterpart is deemed an original and all counterparts shall, collectively, constitute one agreement. Executed documents transmitted by PDF or electronically shall be considered originals.

### **Section 11.13 Gender; Number**

Unless the context requires otherwise, all pronouns used in this Agreement shall be construed to include the other genders, whether used in the masculine, feminine or neuter gender. Words in the singular number shall be construed to include the plural, and words in the plural shall be construed to include the singular.

### **Section 11.14 Further Assurances**

The parties each agree that at any time, or from time to time, after the execution of this Agreement each party will, upon the request of the other party hereto, execute and deliver such further documents and do such further acts and things as such other party may reasonably request in order to effect fully the purposes of this Agreement.

### **Section 11.15 Immunity**

It is expressly understood and agreed that, in the execution of this Agreement, Seller has not waived, nor shall be deemed hereby to have waived, any immunity, governmental, sovereign and/or official, or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

## **ARTICLE 12** **ADDITIONAL TERMS**

### **Section 12.1 Board Approval**

The parties hereto understand and agree that this Agreement is expressly conditioned on the ratification and approval by Seller's Board of Trustees of this Agreement and this transaction. If not provided prior to execution of this Agreement, Seller shall obtain such ratification and approval from its Board of Trustees within thirty (30) days after the Effective Date of this Agreement. Failure of this condition shall terminate this Agreement and this Agreement shall be null and void and shall be of no further force or effect, and all refundable Earnest Money shall be immediately returned to Purchaser.

**[SIGNATURES APPEAR ON THE FOLLOWING PAGES]**



**EXECUTED** on the dates stated below, but to be **EFFECTIVE** on the Effective Date defined herein.

**SELLER:**

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

LEWISVILLE INDEPENDENT SCHOOL  
DISTRICT

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**PURCHASER:**

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

\_\_\_\_\_, a \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**TITLE COMPANY ACCEPTANCE**

The Title Company acknowledges receipt of the executed Agreement on \_\_\_\_\_, 202\_\_, at \_\_\_\_\_ (a.m./p.m.) and agrees to act as the Title Company under the foregoing Agreement in accordance with the terms and conditions set forth in this Agreement.

**TITLE COMPANY:**

**REUNION TITLE COMPANY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

1700 Redbud Blvd., Suite 300  
McKinney, Texas 75069  
Attn: Kathy Ruiz, Escrow Officer  
Phone: (214) 544-4000  
Email: kruiz@reuniontitle.com

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**EXHIBIT “A-1”**  
**DEPICTION OF THE LAND**

**EXHIBIT "B"**  
**FORM OF SPECIAL WARRANTY DEED**

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**SPECIAL WARRANTY DEED**

STATE OF TEXAS                   §  
  §                   KNOW ALL PERSONS BY THESE PRESENTS:  
COUNTY OF \_\_\_\_\_§

THAT, \_\_\_\_\_, a \_\_\_\_\_ ("Grantor") for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid by \_\_\_\_\_, a \_\_\_\_\_, whose mailing address is \_\_\_\_\_ ("Grantee"), the receipt and sufficiency of which is hereby acknowledged; has **GRANTED, BARGAINED, SOLD and CONVEYED** and by these presents does **GRANT, BARGAIN, SELL and CONVEY** unto Grantee that certain real property located in \_\_\_\_\_ County, Texas, and being more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference for all purposes, together with all and singular the improvements, buildings, structures and fixtures located thereon or attached thereto (the "Property").

This conveyance is made and accepted subject to all those certain easements, covenants, restrictions and other matters more particularly described in **Exhibit "B"** attached hereto and incorporated herein by this reference for all purposes, to the extent that same are valid and subsisting and affect the Property (the "Permitted Exceptions").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, its successors and assigns forever, and Grantor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND, all and singular the title to the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise, subject only, however, to the Permitted Exceptions.

EXCEPT AS EXPRESSLY PROVIDED HEREIN OR IN THAT CERTAIN PURCHASE AND SALE AGREEMENT, DATED \_\_\_\_\_, BY AND BETWEEN GRANTOR AND GRANTEE (THE "PURCHASE AGREEMENT"), IT IS UNDERSTOOD AND AGREED THAT GRANTOR IS NOT MAKING ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR REPRESENTATIONS AS TO MATTERS OF TITLE (OTHER THAN GRANTOR'S WARRANTY OF TITLE SET FORTH IN THE PURCHASE AGREEMENT OR HEREIN), ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITION, ABSENCE OF LATENT DEFECTS,

OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS, GOVERNMENTAL REGULATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY. EXCEPT AS EXPRESSLY PROVIDED IN THE PURCHASE AGREEMENT OR HEREIN, GRANTEE AGREES THAT WITH RESPECT TO THE PROPERTY, GRANTEE HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF GRANTOR OR GRANTOR'S REPRESENTATIVES. GRANTEE WILL CONDUCT SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND RELY UPON SAME, AND, UPON RECEIPT OF THIS DEED, SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, LATENT DEFECTS AND ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY GRANTEE'S INSPECTIONS AND INVESTIGATIONS. EXCEPT AS EXPRESSLY PROVIDED HEREIN, GRANTEE AGREES TO TAKE WHATEVER ACTION AND PERFORM WHATEVER INVESTIGATIONS AND STUDIES GRANTEE DEEMS NECESSARY TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NONEXISTENCE OF, OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO, ANY HAZARDOUS AND/OR TOXIC SUBSTANCES ON OR DISCHARGED FROM THE PROPERTY. GRANTEE ACKNOWLEDGES AND AGREES THAT UPON RECEIPT OF THIS DEED, GRANTEE SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS", WITH ALL FAULTS AND THERE ARE NO ORAL OR WRITTEN AGREEMENTS, WARRANTIES OR REPRESENTATIONS, COLLATERAL TO OR AFFECTING THE PROPERTY BY GRANTOR OR ANY THIRD PARTY. FURTHER, GRANTEE HEREBY ACKNOWLEDGES TO GRANTOR THAT GRANTEE AND GRANTOR ARE NOT IN A SIGNIFICANTLY DISPARATE BARGAINING POSITION.

*[Signature page follows]*

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed to be effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

**GRANTOR:**

\_\_\_\_\_, a \_\_\_\_\_

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

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

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

STATE OF TEXAS §

§

COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, on its behalf.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas

My Commission Expires: \_\_\_\_\_

**After Recording Return to:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT A**  
**Legal Description of the Property**

[To Be Attached]



**EXHIBIT B**  
**The Permitted Exceptions**

[To Be Attached]

# **CERTIFICATE OF INTERESTED PARTIES** **EXAMPLE ONLY** **FORM 1295**

Complete form at: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

## OFFICE USE ONLY

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.

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

**Your Company/Business Entity Name, City, State, Country**

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

**Lewisville ISD**

**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 goods or services to be provided under the contract.**

**Solicitation/Contract Number and Title**

Example RFP 2473-16 Teaching Supplies, Materials, and Software

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
<b>Person who has controlling interest in a business entity</b>			
<b>Controlling Interest –</b>			
(a) has an ownership interest or participating interest in business entity by virtue of units, percentage, shares, stocks, or otherwise that exceeds 10%.			
(b) is a member of the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or			
(c) serves as an officer of a business entity that has four or fewer officers, or serves as one of the four officers most highly compensated by a business entity that has more than four officers. Subsection (c) of this section does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries.			
<b>Intermediary Interest</b>			
(a) receives compensation from the business entity for the person's participation;			
(b) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and			
(c) is not an employee of the business entity or of an entity with a controlling interest in the business entity.			

**5 Check only if there is NO Interested Party.**

☐

**If #4 is blank, check box**

## 6 UNSWORN DECLARATION

**Please complete and sign Box 6**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_ (street) \_\_\_\_\_ (city) \_\_\_\_\_ (state) \_\_\_\_\_ (zip code) \_\_\_\_\_ (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
 (month) (year)

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
 (Declarant)

**ADD ADDITIONAL PAGES AS NECESSARY**

# CONFLICT OF INTEREST QUESTIONNAIRE

## FORM CIQ

For vendor doing business with local governmental entity

**This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

### OFFICE USE ONLY

Date Received

**1 Name of vendor who has a business relationship with local governmental entity.**

**2** ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3 Name of local government officer about whom the information is being disclosed.**

\_\_\_\_\_  
Name of Officer

**4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

**5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

**6** ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;  
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

## FELONY CONVICTION NOTIFICATION

Section 44.034, Texas Education Code, Notification of Criminal History, Subsection (a), states "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

This Notice is Not Required of a Publicly-Held Corporation

### CRIMINAL HISTORY REVIEW OF CONTRACTOR EMPLOYEES

Bidder shall review §22.0834, Texas Education Code and 19 Texas Administrative Code §§153.1101 and 153.1117 regarding criminal history checks of school contractor employees. The rules define continuing duties related to contracted services, direct contact with students, covered contract employee and other relevant terms within the statute.

Except as otherwise provided herein, Contractor will obtain and certify in writing, before work begins, and at least annually, that the Contractor has received all criminal history record information that relates to an employee, applicant, agent or Subcontractor of the Contractor or a Subcontractor, if the person has or will have continuing duties related to the contracted services, and the duties are or will be performed on LISD's property where students are regularly present or at another location where students are regularly present. Contractor shall assume all expenses associated with the background checks and shall immediately remove any employee or agent who was convicted of, received probation for, or received deferred adjudication for any felony as outlined below or any misdemeanor involving moral turpitude, from LISD's property or other location where students are regularly present. LISD shall determine what constitutes "moral turpitude" or "a location where students are regularly present."

Contractor or sub-contractors may not work on LISD property where students are present when they have been convicted, received probation or deferred adjudication for the following felony offenses:

1. Any offense against a person who was, at the time the offense occurred, under 18 years of age or enrolled at a public school;
2. Any sex offense;
3. Any crimes against persons involving:
  - a. Controlled substances; or
  - b. Property; or
4. Any other offense LISD believes might compromise the safety of students, employees or property.

#### Please complete the information below:

I, the undersigned agent for the firm named below, **certify that the information** concerning notification of felony convictions and criminal history checks for the company employees, agents, or subcontractors that will be on LISD campuses have been reviewed by me, and shall be complied with, and the following information furnished is true to the best of my knowledge.

**Vendor's Name:** \_\_\_\_\_

**Authorized Company Official's Name (please print or type):**

\_\_\_\_\_

A. My firm is not owned nor operated by anyone who has been convicted of a felony.

Signature of Company Official: \_\_\_\_\_ Date: \_\_\_\_\_

B. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): \_\_\_\_\_

Details of Conviction(s): \_\_\_\_\_

\_\_\_\_\_

Signature of Company Official: \_\_\_\_\_ Date: \_\_\_\_\_

(Name should be the same as on Form A – Affidavit of Non Collusion)

C. My firm is a publicly held corporation, therefore, this reporting requirement is not applicable.

Signature of Company Official: \_\_\_\_\_ Date: \_\_\_\_\_

## Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
				-				-		
or										
Employer identification number										
				-						

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ►

Date ►

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947



The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

**\*Note:** The grantor also must provide a Form W-9 to trustee of trust.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

### Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.