



RESIDENTIAL REAL ESTATE LISTING AGREEMENT EXCLUSIVE RIGHT TO SELL

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
©Texas Association of REALTORS®, Inc. 2026

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

Seller: _____
 Address: _____
 City, State, Zip: _____
 Phone: _____
 Email/Fax: _____ Email/Fax: _____

Broker: _____
 Address: _____
 City, State, Zip: _____
 Phone: _____
 Email/Fax: _____ Email/Fax: _____

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

2. PROPERTY: "Property" means the land, improvements, and accessories described below, except for any described exclusions.

A. Land: Lot _____, Block _____, _____
 in _____ Addition, City of _____
 _____ County, Texas known as _____
 _____ (address/zip code),
 or as described on attached exhibit. (If Property is a condominium, attach Condominium Addendum.)

B. Improvements: The house, garage and all other fixtures and improvements attached to the Property, including without limitation, the following **permanently installed and built-in items**, if any: all equipment and appliances, valances, screens, shutters, awnings, wall-to-wall carpeting, mirrors, ceiling fans, attic fans, mail boxes, television antennas, mounts and brackets for televisions and speakers, heating and air-conditioning units, security and fire detection equipment, wiring, plumbing and lighting fixtures, chandeliers, water softener system, kitchen equipment, garage door openers, cleaning equipment, shrubbery, landscaping, outdoor cooking equipment, generators, and all other property attached to the above-described real property.

C. Accessories: The following described related accessories, if any: window air conditioning units, stove, fireplace screens, curtains and rods, blinds, window shades, draperies and rods, door keys, mailbox keys, above-ground pool, swimming pool equipment and maintenance accessories, artificial fireplace logs, security systems that are not fixtures, and controls for: (i) garage doors, (ii) entry gates, and (iii) other improvements and accessories. "Controls" includes Seller's transferable rights to the (i) software and applications used to access and control improvements or accessories, and (ii) hardware used solely to control improvements or accessories.

D. Exclusions: The following improvements and accessories will be retained by Seller and must be removed prior to delivery of possession: _____

E. Owners' Association: The Property is or is not subject to mandatory membership in a property owners' association.

3. **LISTING PRICE:** Seller instructs Broker to market the Property at the following price: \$ _____ (Listing Price). Seller agrees to sell the Property for the Listing Price or any other price acceptable to Seller, and pay all typical closing costs charged to sellers of residential real estate in Texas (seller's typical closing costs are those set forth in the residential contract forms promulgated by the Texas Real Estate Commission).

4. **TERM:**

- A. This Listing begins on _____ and ends at 11:59 p.m. on _____.
- B. If Seller enters into a binding written contract to sell the Property before the date this Listing begins and the contract is binding on the date this Listing begins, this Listing will not commence and will be void.

5. **BROKER COMPENSATION:** Compensation paid to brokers or the sharing of compensation between brokers is not set by law nor fixed, controlled, recommended, or suggested by the Association of REALTORS®, any Multiple Listing Service (MLS), or any listing service. Compensation paid to brokers is fully negotiable. Each broker independently determines their fees.

(Complete either 5A or 5B only)

A. Broker's Fee (with compensation for other broker):

~~This Paragraph 5A includes payment of compensation to the other broker working with a buyer. Complete both (1) and (2)~~

~~(1) When Earned and Payable, Seller will pay Broker (insert total amount for Broker and other broker):~~

~~(a) _____ % of the sales price or a flat fee of \$ _____.~~

~~(b) _____.~~

~~If Broker does not pay the other broker that procures a buyer as specified in Paragraph 5A(2), Broker's Fee in this Paragraph 5A(1) will be reduced by any amount not paid to the other broker.~~

~~(2) If the other broker procures a buyer that purchases the Property, Seller authorizes Broker to pay and Broker will pay the other broker the following fees from amounts specified in 5A(1): _____ % of the sales price or \$ _____.~~

~~(3) Seller authorizes Broker to publicly disclose compensation for the other broker as specified in 5A(2).~~

~~(4) Broker will retain amounts specified in 5A(1) as Broker's Fee if there is no other broker that procures the buyer, including, but not limited to, transactions where Broker represents both Seller and buyer (intermediary) or buyer is unrepresented. Amounts specified in 5A(2) will be applied towards any fees a buyer has agreed to pay Broker as specified in a separate written representation agreement.~~

AB. Broker's Fee (without compensation for other broker): When Earned and Payable, Seller will pay Broker *(select all that apply; insert amount to be paid to Broker only):*

(a1) _____ % of the sales price or a flat fee of \$ _____.

(b2) An additional _____ % of the sales price or a flat fee of \$ _____ if buyer is unrepresented.

(b3) _____.

Note: Authorization to Disclose Seller Paying Buyer's Expenses. Seller does or does not authorize Broker to disclose to other brokers and prospective buyers that Seller will consider contributing an amount towards buyer's expenses, such as buyer's broker's fees or other expenses payable by a buyer under a sales contract. Seller is not obligated to pay any specific amount and has sole discretion to determine the amount

Seller will pay towards buyer's expenses during negotiations with a buyer. (Use TXR 1412 to authorize Broker to disclose and advertise additional information, such as a specific amount of seller concessions.)

GB. Earned: Broker's compensation is Earned when any one of the following occurs during this Listing:

- (1) Seller sells, exchanges, options, agrees to sell, agrees to exchange, or agrees to option the Property to anyone at any price on any terms;
- (2) Broker individually or in cooperation with another broker procures a buyer ready, willing, and able to buy the Property at the Listing Price or at any other price acceptable to Seller; or
- (3) Seller breaches this Listing.

DC. Payable: Once Earned, Broker's compensation is Payable either during this Listing or after it ends at the earlier of:

- (1) the closing and funding of any sale or exchange of all or part of the Property;
- (2) Seller's refusal to sell the Property after Broker's compensation has been Earned;
- (3) Seller's breach of this Listing; or
- (4) at such time as otherwise set forth in this Listing.

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

ED. Other Compensation:

(1) **Breach by Buyer Under a Contract:** If Seller collects earnest money, the sales price, or damages by suit, compromise, settlement, or otherwise from a buyer who breaches a contract for the sale of the Property entered into during this Listing, Seller will pay Broker, after deducting attorney's fees and collection expenses, an amount equal to the lesser of one-half of the amount collected after deductions or the amount of the Broker's Compensation stated in Paragraph 5A ~~or 5B~~. Any amount paid under this Paragraph ~~5E5D~~(1) is in addition to any amount that Broker may be entitled to receive for subsequently selling the Property.

(2) **Service Providers:** If Broker refers Seller or a prospective buyer to a service provider (for example, mover, cable company, telecommunications provider, utility, or contractor) Broker may receive a fee from the service provider for the referral. Any referral fee Broker receives under this Paragraph ~~5E5D~~(2) is in addition to any other compensation Broker may receive under this Listing.

(3) **Other Fees and/or Reimbursable Expenses:** _____

FE. Protection Period:

(1) The following definitions are for purposes of this Paragraph ~~5F5E~~. "Protection Period" means that time starting the day after this Listing ends and continuing for _____ days. "Sell" means any transfer of any fee simple interest in the Property whether by oral or written agreement or option.

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

- (3) This Paragraph 6F-5E survives termination of this Listing. This Paragraph 6F-5E will not apply if:
- (a) Seller agrees to sell the Property during the Protection Period;
 - (b) the Property is exclusively listed with another broker who is a member of Texas REALTORS® at the time the sale is negotiated; and
 - (c) Seller is obligated to pay the other broker a fee for the sale.

6F. County: All amounts Payable to Broker are to be paid in cash in _____ County, Texas.

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

6. LISTING SERVICES:

Notice Regarding Public Marketing: If the Property is publicly marketed, MLS rules require that Broker file this Listing with the MLS within one (1) business day. Public marketing includes, but is not limited to, fliers displayed in the windows, yard signs, digital marketing on public-facing websites, brokerage website displays (including IDX and VOW), digital communications marketing (email blasts), multi-brokerage listing sharing networks, and other applications available to the general public.

A. Filing: Seller instructs Broker as follows: *(Check option 1 or 2, only.)*

- (1) Broker will file this Listing with one or more MLS according to the following: *(Check only one box.)*
 - (a) Broker will file this Listing with one or more MLS by the earlier of the time required by MLS rules or 5 days after the date this Listing begins. Seller authorizes Broker to submit information about this Listing and the sale of the Property to the MLS.
 - (b) Seller instructs Broker not to file this Listing with one or more MLS until _____ days after the date this Listing begins for the following purpose(s): _____

(NOTE: Do not check if prohibited by MLS(s).)

Notice Regarding MLS Rules: MLS rules require Broker to accurately and timely submit all information the MLS requires including final closing of sales and sales prices. MLS rules may require that the information be submitted to the MLS throughout the time the Listing is in effect. Subscribers to the MLS and appraisal districts may use the information for market evaluation or appraisal purposes. Subscribers are other brokers, agents, and real estate professionals such as appraisers. Any information filed with the MLS becomes the property of the MLS for all purposes. **Submission of information to MLS ensures that persons who use and benefit from the MLS also contribute information.**

- (2) Broker will not file this Listing with any MLS or other listing service.

Seller acknowledges and understands that if this option is checked: (1) the Property will not be publicly marketed; (2) the Property will not be included in the MLS database available to real estate agents and brokers from other real estate offices who subscribe to and participate in the MLS, and their buyer clients may not be aware that the Property is offered for sale; (3) the Property will not be included in the MLS's download to various real estate Internet sites that are used by the public to search for property listings; and (4) real estate agents, brokers, and members of the public may be unaware of the terms and conditions under which Seller is marketing the Property. Seller further acknowledges and understands that if this option is checked, and the Property is

publicly marketed by anyone, including Seller, MLS rules require that Broker file this Listing with the MLS within one (1) business day.

B. Listing Content: If Broker files this Listing under Paragraph 6A, the parties agree to the following:

(1) Definitions:

- (a) "Listing Content" means all photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, remarks, narratives, pricing information, and other copyrightable elements relating to the Property.
- (b) "Seller Listing Content" means Listing Content provided by Seller to Broker or Broker's associates.
- (c) "Broker Listing Content" means Listing Content that is otherwise obtained or produced by Broker or Broker's associates in connection with this Listing.

(2) Seller grants Broker a non-exclusive, irrevocable, worldwide, royalty-free license to use, sublicense through multiple tiers, publish, display, and reproduce the Seller Listing Content, to prepare derivative works of the Seller Listing Content, and to distribute the Seller Listing Content, including any derivative works of the Seller Listing Content. This Paragraph 6B(2) survives termination of this Listing.

(3) All Broker Listing Content is owned exclusively by Broker, and Seller has no right, title or interest in or to any Broker Listing Content.

(4) Seller understands and agrees that both the Seller Listing Content and Broker Listing Content, including any changes to such content, may be filed with the MLS, included in compilations of listings, and otherwise distributed, publicly displayed and reproduced.

7. ACCESS TO THE PROPERTY:

A. Authorizing Access: Authorizing access to the Property means giving permission to another person to enter the Property, disclosing to the other person any security codes necessary to enter the Property, and lending a key to the other person to enter the Property, directly or through a keybox. To facilitate the showing and sale of the Property, Seller instructs Broker to:

- (1) access the Property at reasonable times;
- (2) authorize other brokers, their associates, inspectors, appraisers, and contractors to access the Property at reasonable times; and
- (3) duplicate keys to facilitate convenient and efficient showings of the Property.

B. Scheduling Companies: Broker may engage the following companies to schedule appointments and to authorize others to access the Property: _____

C. Keybox: A keybox is a locked container placed on the Property that holds a key to the Property. A keybox makes it more convenient for brokers, their associates, inspectors, appraisers, and contractors to show, inspect, or repair the Property. The keybox is opened by a special combination, key, or programmed device so that authorized persons may enter the Property, even in Seller's absence. Using a keybox will probably increase the number of showings, but involves risks (for example, unauthorized entry, theft, property damage, or personal injury). Neither the Association of REALTORS® nor MLS requires the use of a keybox.

- (1) Broker is or is not authorized to place a keybox on the Property.
- (2) If a tenant occupies the Property at any time during this Listing, Seller will furnish Broker a written statement (for example, TXR 1411), signed by all tenants, authorizing the use of a keybox or Broker may remove the keybox from the Property.

D. Liability and Indemnification: When authorizing access to the Property, Broker, other brokers, their associates, any keybox provider, or any scheduling company are not responsible for personal injury or

property loss to Seller or any other person. Seller assumes all risk of any loss, damage, or injury. **Except for a loss caused by Broker, Seller will indemnify and hold Broker harmless from any claim for personal injury, property damage, or other loss.**

8. RESERVED.

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

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

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

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

(3) Broker may notify Seller that Broker will make no appointments as described under this Paragraph 9A and, in such an event, the associate servicing the parties will act solely as Broker's intermediary representative, who may facilitate the transaction but will not render opinions or advice during negotiations to either party.

B. No Intermediary Status: Seller agrees that Broker will not show the Property to prospective buyers who Broker represents.

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

- ♦ **may not disclose to the prospective buyer that Seller will accept a price less than the asking price unless otherwise instructed in a separate writing by Seller;**
- ♦ **may not disclose to Seller that the prospective buyer will pay a price greater than the price submitted in a written offer to Seller unless otherwise instructed in a separate writing by the prospective buyer;**
- ♦ **may not disclose any confidential information or any information Seller or the prospective buyer specifically instructs Broker in writing not to disclose unless otherwise instructed in a separate writing by the respective party or required to disclose the information by The Real Estate License Act or a court order or if the information materially relates to the condition of the property;**
- ♦ **may not treat a party to the transaction dishonestly; and**
- ♦ **may not violate The Real Estate License Act.**

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

11. BROKER'S AUTHORITY:

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

B. If box 6A(1) is checked, Broker is authorized to display this Listing on the Internet without limitation unless one of the following is checked:

- (1) Seller does not want this Listing to be displayed on the Internet.
- (2) Seller does not want the address of the Property to be displayed on the Internet.

Notice: Seller understands and acknowledges that, if box 11B(1) is checked, consumers who conduct searches for listings on the Internet will not see information about this Listing in response to their search.

C. Broker is authorized to market the Property with the following financing options:

- (1) Conventional
- (2) VA
- (3) FHA
- (4) Cash
- (5) Texas Veterans Land Program
- (6) Owner Financing
- (7) Other

D. In accordance with applicable MLS rules as outlined in Paragraph 6, Broker may:

- (1) advertise the Property by means and methods as Broker determines, including but not limited to creating and placing advertisements with interior and exterior photographic and audio-visual images of the Property and related information in any media and the Internet;
- (2) place a "For Sale" sign on the Property and remove all other signs offering the Property for sale or lease;
- (3) furnish comparative marketing and sales information about other properties to prospective buyers;
- (4) disseminate information about the Property to other brokers and to prospective buyers, including applicable disclosures or notices that Seller is required to make under law or a contract;
- (5) obtain information from any holder of a note secured by a lien on the Property;
- (6) accept and deposit earnest money in trust in accordance with a contract for the sale of the Property;
- (7) disclose the sales price and terms of sale to other brokers, appraisers, or other real estate professionals;
- (8) in response to inquiries from prospective buyers and other brokers, disclose whether the Seller is considering more than one offer (Broker will not disclose the terms of any competing offer unless specifically instructed by Seller);
- (9) advertise, during or after this Listing ends, that Broker "sold" the Property; and
- (10) place information about this Listing, the Property, and a transaction for the Property on an electronic transaction platform (typically an Internet-based system where professionals related to the transaction such as title companies, lenders, and others may receive, view, and input information).

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

12. SELLER'S REPRESENTATIONS: Except as provided by Paragraph 15, Seller represents that:

- A. Seller has fee simple title to and peaceable possession of the Property and all its improvements and fixtures, unless rented, and the legal capacity to convey the Property;
- B. Seller is not bound by a listing agreement with another broker for the sale, exchange, or lease of the Property that is or will be in effect during this Listing;
- C. any pool or spa and any required enclosures, fences, gates, and latches comply with all applicable laws and ordinances;

- D. no person or entity has any right to purchase, lease, or acquire the Property by an option, right of refusal, or other agreement;
- E. Seller is current and not delinquent on all loans and all other financial obligations related to the Property, including but not limited to mortgages, home equity loans, home improvement loans, homeowner association fees, and taxes, except _____;
- F. Seller is not aware of any liens or other encumbrances against the Property, except _____;
- G. the Property is not subject to the jurisdiction of any court;
- H. all information relating to the Property Seller provides to Broker is true and correct to the best of Seller's knowledge;
- I. the name of any employer, relocation company, or other entity that provides benefits to Seller when selling the Property is: _____;
- J. the Seller Listing Content, and the license granted to Broker for the Seller Listing Content, do not violate or infringe upon the rights, including any copyright rights, of any person or entity; and
- K. Seller is aware of the Property being located in the following public improvement district (PID), municipal utility district (MUD), or other statutorily created districts providing water, sewer, drainage, or flood control facilities and services (list all that Seller is aware of): _____.

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

- A. cooperate with Broker to facilitate the showing, marketing, and sale of the Property;
- B. not rent or lease the Property during this Listing without Broker's prior written approval;
- C. not negotiate with any prospective buyer who may contact Seller directly, but refer all prospective buyers to Broker;
- D. not enter into a listing agreement with another broker for the sale, exchange, lease, or management of the Property to become effective during this Listing without Broker's prior written approval;
- E. if box 6A(2) is checked, promptly inform Broker in the event Seller becomes aware that the Property has been publicly marketed;
- F. maintain any pool and all required enclosures in compliance with all applicable laws and ordinances;
- G. provide Broker with copies of any leases or rental agreements pertaining to the Property and advise Broker of tenants moving in or out of the Property;
- H. complete any disclosures or notices required by law or a contract to sell the Property; and
- I. amend any applicable notices and disclosures if any material change occurs during this Listing.

14. LIMITATION OF LIABILITY:

- A. If the Property is or becomes vacant during this Listing, Seller must notify Seller's casualty insurance company and request a "vacancy clause" to cover the Property. Broker is not responsible for the security of the Property nor for inspecting the Property on any periodic basis.
- B. **Broker is not responsible or liable in any manner for personal injury to any person or for loss or damage to any person's real or personal property resulting from any act or omission not caused by Broker's negligence, including but not limited to injuries or damages caused by:**
 - (1) other brokers, their associates, inspectors, appraisers, and contractors who are authorized to access the Property;
 - (2) other brokers or their associates who may have information about the Property on their websites;
 - (3) acts of third parties (for example, vandalism or theft);
 - (4) freezing water pipes;
 - (5) a dangerous condition on the Property;
 - (6) the Property's non-compliance with any law or ordinance; or

(7) Seller, negligently or otherwise.

C. Seller agrees to protect, defend, indemnify, and hold Broker harmless from any damage, costs, attorney's fees, and expenses that:

- (1) are caused by Seller, negligently or otherwise;
- (2) arise from Seller's failure to disclose any material or relevant information about the Property; or
- (3) are caused by Seller giving incorrect information to any person.

15. SPECIAL PROVISIONS:

16. DEFAULT: If Seller does not cooperate with Broker to facilitate the showing, marketing, or sale of the Property or otherwise breaches this Listing, Seller is in default and will be liable to Broker for the amount of the Broker's compensation specified in Paragraph 5A and any other compensation Broker is entitled to receive under this Listing; Broker may also terminate this Listing and exercise any other remedy at law. If a sales price is not determinable in the event of an exchange or breach of this Listing, the Listing Price will be the sales price for purposes of computing compensation. If Broker breaches this Listing, Broker is in default and Seller may exercise any remedy at law.

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

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

19. ADDENDA AND OTHER DOCUMENTS: Addenda that are part of this Listing and other documents that Seller may need to provide are (check all that apply):

- A. Information About Brokerage Services;
- B. Seller's Disclosure Notice (§5.008, Texas Property Code);
- C. Addendum for Seller's Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (required if Property was built before 1978);
- D. Residential Real Property T-47 Affidavit or T-47.1 Declaration (related to existing survey);
- E. MUD, Water District, or Statutory Tax District Disclosure Notice (Chapter 49, Texas Water Code);
- F. PID Disclosure Notice;
- G. Request for Information from an Owners' Association;
- H. Request for Mortgage Information;
- I. Information about Mineral Clauses in Contract Forms;
- J. Information about On-Site Sewer Facility;
- K. Information about Property Insurance for a Buyer or Seller;
- L. Information about Special Flood Hazard Areas;
- M. Condominium Addendum to Listing;
- N. Keybox Authorization by Tenant;
- O. Seller's Authorization to Disclose and Advertise Certain Information; and
- P. _____

20. AGREEMENT OF PARTIES:

- A. **Entire Agreement:** This Listing is the entire agreement of the parties and may not be changed except by written agreement.
- B. **Assignability:** Neither party may assign this Listing without the written consent of the other party.
- C. **Binding Effect:** Seller's obligation to pay Broker Earned compensation is binding upon Seller and Seller's heirs, administrators, executors, successors, and permitted assignees.
- D. **Joint and Several:** All Sellers executing this Listing are jointly and severally liable for the performance of all its terms.
- E. **Governing Law:** Texas law governs the interpretation, validity, performance, and enforcement of this Listing.
- F. **Severability:** If a court finds any clause in this Listing invalid or unenforceable, the remainder of this Listing will not be affected and all other provisions of this Listing will remain valid and enforceable.
- G. **Notices:** Notices between the parties must be in writing and are effective when sent to the receiving party's address, fax, or e-mail address specified in Paragraph 1.

21. ADDITIONAL NOTICES:

- A. In accordance with fair housing laws and the National Association of REALTORS® Code of Ethics, Broker's services must be provided and the Property must be shown and made available to all persons without regard to race, color, religion, national origin, sex, disability, familial status, sexual orientation, or gender identity. Local ordinances may provide for additional protected classes (for example, creed, status of a student, marital status, or age).
- B. Broker advises Seller to contact any mortgage lender or other lien holder to obtain information regarding payoff amounts for any existing mortgages or liens on the Property.
- C. Broker advises Seller to review the information Broker submits to an MLS or other listing service.
- D. Broker advises Seller to remove or secure jewelry, prescription drugs, other valuables, firearms and any other weapons.
- E. Broker advises Seller to consult an attorney before using any type of surveillance device in the Property to record or otherwise monitor prospective buyers without their knowledge or consent. Seller should be aware that a prospective buyer might photograph or otherwise record the Property without Seller's knowledge or consent.
- F. Statutes or ordinances may regulate certain items on the Property (for example, swimming pools and septic systems). Non-compliance with the statutes or ordinances may delay a transaction and may result in fines, penalties, and liability to Seller.
- G. If the Property was built before 1978, Federal law requires the Seller to: (1) provide the buyer with the federally approved pamphlet on lead poisoning prevention; (2) disclose the presence of any known lead-based paint or lead-based paint hazards in the Property; (3) deliver all records and reports to the buyer related to such paint or hazards; and (4) provide the buyer a period up to 10 days to have the Property inspected for such paint or hazards.
- H. If Seller is a "foreign person" as defined by federal law, a buyer may be required to withhold certain amounts from the sales proceeds and deliver the same to the Internal Revenue Service to comply with applicable tax law. A "foreign person" is a: (1) nonresident alien individual; (2) foreign corporation that has not made an election under section 897(i) of the Internal Revenue Code to be treated as a domestic corporation; or (3) foreign partnership, trust, or estate. The definition does not include a resident alien individual. Seller notifies Broker that Seller is or is not a "foreign person" as defined by federal law. If Seller is unsure whether Seller qualifies as a "foreign person" under federal law, Broker advises Seller to consult a tax professional or an attorney.
- I. Broker advises Seller to refrain from transmitting personal information, such as bank account numbers or other financial information, via unsecured email or other electronic communication to reduce risk of wire fraud.

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

Broker's Printed Name License No.

Seller's Printed Name

Broker's Signature _____ Date
 Broker's Associate's Signature, as an authorized agent of Broker

Seller's Signature _____ Date

Broker's Associate's Printed Name, if applicable License No.

Seller's Printed Name

Seller's Signature _____ Date

DRAFT



NAMED EXCLUSIONS ADDENDUM TO LISTING

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
©Texas Association of REALTORS®, Inc. 20242026

ADDENDUM TO LISTING AGREEMENT BETWEEN THE UNDERSIGNED PARTIES CONCERNING THE PROPERTY AT

A. Definitions:

(1) "Owner" means the seller or landlord of the above-referenced Property.

(2) "Named Exclusion" means the following persons: _____

B. Contract with a Named Exclusion:

(1) If Owner enters into a contract to sell or lease the Property to a Named Exclusion not later than _____ days after the above-referenced Listing begins, Owner will not be obligated to pay the fees due Broker under ~~Paragraph 5A or 5B of~~ the Listing if the sale closes or the lease begins, but Owner will pay Broker, at the time the sale closes or the lease begins, a fee equal to (check all that apply):

- (a) _____ % of the sales price if Owner sells the Property.
- (b) _____ % of the gross rent over the term of the lease if Owner leases the Property.
- (c) _____

(2) If Owner enters into a contract for the sale or lease of the Property with a Named Exclusion after the time specified in Paragraph B(1), then the prospective buyer will cease to be a Named Exclusion, this addendum will not apply, and Owner will pay Broker the fees under ~~Paragraph 5A or 5B of~~ the Listing.

(3) If a Named Exclusion, directly or through any other broker, presents to Broker an offer to purchase or lease the property, then the prospective buyer or tenant will cease to be a Named Exclusion, this addendum will not apply, and Owner will pay Broker the fees under ~~Paragraph 5A or 5B of~~ the Listing. (Note: After signing this agreement, Owner should promptly advise any Named Exclusion to present any offers directly to Owner during the period under Paragraph B(1)).

C. Offers from Named Exclusions: Owner will immediately notify Broker of: (1) Owner's receipt of an offer from a Named Exclusion; (2) Owner's acceptance of an offer from a Named Exclusion by providing Broker a copy of the contract or lease; (3) the closing of a contract or lease with a Named Exclusion; and (4) any termination of any such contract that does not close or a lease that does not commence.

D. Effect on Listing upon Sale or Lease to a Named Exclusion: If Owner enters into a contract to sell or lease the Property to a Named Exclusion within the time specified in Paragraph B(1), Broker will have no obligation to provide further services to Owner related to the sale or lease of the Property to a Named Exclusion and Broker may: (1) terminate the Listing by providing written notice to Owner; or (2) continue to list and market the Property through the date the Listing ends for back-up offers.

Broker's Printed Name _____ License No. _____

Owner's Printed Name _____

Broker's (or Broker's Associate's) Signature _____ Date _____

Owner's Signature _____ Date _____

Broker's Associate's Printed Name, if applicable _____ License No. _____

Owner's Printed Name _____

Owner's Signature _____ Date _____



EXCLUSIVE AGENCY ADDENDUM TO LISTING

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
©Texas Association of REALTORS®, Inc. 30242026

ADDENDUM TO LISTING AGREEMENT BETWEEN THE UNDERSIGNED PARTIES CONCERNING THE PROPERTY AT

A. Definitions:

- (1) "Owner" means the seller or landlord of the above-referenced Property.
- (2) "Excluded Prospect" means a prospective buyer or tenant who:
 - (a) has direct communication or negotiations with Owner about the purchase or lease of the Property;
 - (b) is procured through Owner's sole efforts; and
 - (c) Owner identifies to be an Excluded Prospect as required by Paragraph D.

B. Exclusive Agency: Notwithstanding provisions in the above-referenced listing agreement (the Listing) to the contrary, Owner may sell or lease the Property to an Excluded Prospect if Owner does not use any other real estate broker to market or assist Owner to sell or lease the Property.

C. Broker's Fees: If Owner sells or leases the Property to an Excluded Prospect, Owner will not be obligated to pay the fees due to Broker under Paragraph 5A or 5B of the Listing, but Owner will pay Broker, at the time the sale closes or the lease begins, a fee equal to (check all that apply):

- (1) _____ % of the sales price if Owner sells the Property.
- (2) _____ % of the gross rent over the term of the lease if Owner leases the Property.
- (3) _____

D. Naming of Excluded Prospects: In order for a person to qualify to be an Excluded Prospect under this Addendum, Owner must send Broker written notice identifying the Excluded Prospect by name, address, and phone. If Broker or any other broker shows the Property to a prospective buyer or tenant before Owner provides written notice to Broker that the prospective buyer or tenant is an Excluded Prospect, then the prospective buyer or tenant is not an Excluded Prospect.

E. Offers from Excluded Prospects: Owner will immediately notify Broker of: (1) Owner's receipt of an offer from an Excluded Prospect; (2) Owner's acceptance of an offer from an Excluded Prospect by providing Broker a copy of the contract or lease; (3) the closing of a contract or lease with an Excluded Prospect; and (4) any termination of such a contract that does not close or a lease that does not commence.

F. Effect on Listing upon Sale or Lease to a Named Exclusion: If Owner enters into a contract to sell or lease the Property to an Excluded Prospect, Broker will have no obligation to provide further services to Owner related to the sale or lease of the Property to an Excluded Prospect and Broker may: (1) terminate the Listing by providing written notice to Owner; or (2) continue to list and market the Property through the date the Listing ends for back-up offers.

G. Public Marketing: Owner may publicly market the Property **only** by: signs, newspaper, Internet, _____ (NOTE: If Owner has listed the Property for sale with Broker with box 6A(2) of the Listing checked, and Owner publicly markets the Property for sale, Broker must file the Listing with the Multiple Listing Services (MLS) within one (1) business day.)

Broker's Printed Name _____ License No. _____

Owner's Printed Name _____

Broker's (or Broker's Associate's) Signature _____ Date _____

Owner's Signature _____ Date _____

Broker's Associate's Printed Name, if applicable _____ License No. _____

Owner's Printed Name _____

Owner's Signature _____ Date _____



AMENDMENT TO RESIDENTIAL LISTING
EXCLUSIVE RIGHT TO SELL

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
©Texas Association of REALTORS®, Inc. 2026

AMENDMENT TO LISTING AGREEMENT BETWEEN THE UNDERSIGNED PARTIES
CONCERNING THE PROPERTY AT

Notice: This form shall only be used to amend TXR 1101.

"Owner" means the seller or landlord of the above-referenced Property.

Effective _____, Owner and Broker amend the above-referenced Listing as follows:

- A. The Listing Price in Paragraph 3 of the Listing is changed to: \$ _____.
B. The date the Listing ends in Paragraph 4 of the Listing is changed to: _____.
C. (TXR 1101 and TXR 1201 only) The Broker's Fee is changed to in Paragraph 5A4 or 5B4 is changed as follows:
(a) _____% of the sales price or a flat fee of \$ _____.
(b) An additional _____% of the sales price or a flat fee of \$ _____ if buyer is unrepresented.
(c) _____.

D. (TXR 1101 and TXR 1201 only) The compensation paid to the other broker in Paragraph 5A2 is changed as follows: _____% of the sales price or \$ _____.

ED. Owner instructs Broker to cease marketing the Property on _____ and to resume marketing the Property on: (1) receipt of further instructions from Owner; or (2) _____.

The Listing is not terminated and remains in effect for all other purposes.

FE. Paragraph(s) _____ are changed as follows: _____.

Compensation paid to brokers or the sharing of compensation between brokers is not set by law nor fixed, controlled, recommended, or suggested by the Association of REALTORS®, any Multiple Listing Service (MLS), or any other listing service. Compensation paid to brokers is fully negotiable. Each broker independently determines their fees.

Broker's Printed Name License No. Owner's Printed Name
Broker's (or Broker's Associate's) Signature Date Owner's Signature Date
Broker's Associate's Printed Name, if applicable License No. Owner's Printed Name
Owner's Signature Date



SELLER'S DISCLOSURE NOTICE

©Texas Association of REALTORS®, Inc. 2023/02/25

Section 5.008, Property Code requires a seller of residential property of not more than one dwelling unit to deliver a Seller's Disclosure Notice to a buyer on or before the effective date of a contract. This form complies with and contains additional disclosures which exceed the minimum disclosures required by the Code.

CONCERNING THE PROPERTY AT _____

THIS NOTICE IS A DISCLOSURE OF SELLER'S KNOWLEDGE OF THE CONDITION OF THE PROPERTY AS OF THE DATE SIGNED BY SELLER AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE BUYER MAY WISH TO OBTAIN. IT IS NOT A WARRANTY OF ANY KIND BY SELLER, SELLER'S AGENTS, OR ANY OTHER AGENT.

Seller is is not occupying the Property. If unoccupied (by Seller), how long since Seller has occupied the Property? _____ (approximate date) or never occupied the Property

Section 1. The Property has the items marked below: (Mark Yes (Y), No (N), or Unknown (U).)

This notice does not establish the items to be conveyed. The contract will determine which items will & will not convey.

Item	Y	N	U	Item	Y	N	U	Item	Y	N	U
Cable TV Wiring				Natural Gas Lines				Pump: <input type="checkbox"/> sump <input type="checkbox"/> grinder			
Carbon Monoxide Det.				Fuel Gas Piping:				Rain Gutters			
Ceiling Fans				-Black Iron Pipe				Range/Stove			
Cooktop/Range/Stove				-Copper				Roof/Attic Vents			
Dishwasher				-Corrugated Stainless Steel Tubing				Sauna			
Disposal				Hot Tub				Smoke Detector			
Emergency Escape Ladder(s)				Intercom System				Smoke Detector - Hearing Impaired			
Exhaust Fans				Microwave				Spa			
Fences				Outdoor Grill				Trash Compactor			
Fire Detection Equip.				Patio/Decking				TV Antenna			
French Drain				Plumbing System				Washer/Dryer Hookup			
Gas Fixtures				Pool				Window Screens			
Liquid Propane Gas:				Pool Equipment				Public Sewer System			
-LP Community (Captive)				Pool Maint. Accessories							
-LP on Property				Pool Heater							

Commented [A1]: Combined with Cooktop

Item	Y	N	U	Additional Information
Central A/C				<input type="checkbox"/> electric <input type="checkbox"/> gas number of units:
Evaporative Coolers				number of units:
Wall/Window AC Units				number of units:
Attic Fan(s)				if yes, describe:
Central Heat				<input type="checkbox"/> electric <input type="checkbox"/> gas number of units:
Other Heat				if yes describe:
Oven				number of ovens: <input type="checkbox"/> electric <input type="checkbox"/> gas <input type="checkbox"/> other:
Fireplace & Chimney				<input type="checkbox"/> wood <input type="checkbox"/> gas logs <input type="checkbox"/> mock <input type="checkbox"/> other:
Carport				<input type="checkbox"/> attached <input type="checkbox"/> not attached
Garage				<input type="checkbox"/> attached <input type="checkbox"/> not attached
Garage Door Openers				number of units: _____ number of remotes:
Satellite Dish & Controls				<input type="checkbox"/> owned <input type="checkbox"/> leased from:
Security System				<input type="checkbox"/> owned <input type="checkbox"/> leased from:
Solar Panels				<input type="checkbox"/> owned <input type="checkbox"/> leased from:

(TXR-1406) DATE

Initiated by: Buyer: _____ and Seller: _____ Page 1 of 7

Concerning the Property at _____

Item	Y	N	U	Additional Information
Water Heater				<input type="checkbox"/> electric <input type="checkbox"/> gas <input type="checkbox"/> other: number of units: _____
Water Softener				<input type="checkbox"/> owned <input type="checkbox"/> leased from: _____
Other Leased Item(s)				if yes, describe: _____
Underground Lawn Sprinkler				<input type="checkbox"/> automatic <input type="checkbox"/> manual areas covered: _____
Septic / On-Site Sewer Facility				if yes, attach Information About On-Site Sewer Facility (TXR-1407)

Water supply provided by: city well MUD co-op unknown other: _____
 Was the Property built before 1978? yes no unknown If yes, complete, sign, and attach TXR-1906 concerning lead-based paint hazards.

Roof Type: _____ Age: _____ (approximate)
 Is there an overlay roof covering on the Property (shingles or roof covering placed over existing shingles or roof covering)? yes no unknown

Are you (Seller) aware of any of the items listed in this Section 1 that are not in working condition, that have defects, or are need of repair? yes no If yes, describe (attach additional sheets if necessary): _____

Section 2. Are you (Seller) aware of any defects or malfunctions in any of the following? (Mark Yes (Y) if you are aware and No (N) if you are not aware.)

Item	Y	N	Item	Y	N	Item	Y	N
Basement			Floors			Sidewalks		
Ceilings			Foundation / Slab(s)			Walls / Fences		
Doors			Interior Walls			Windows		
Driveways			Lighting Fixtures			Other Structural Components		
Electrical Systems			Plumbing Systems					
Exterior Walls			Roof					

If the answer to any of the items in Section 2 is yes, explain (attach additional sheets if necessary): _____

Section 3. Are you (Seller) aware of any of the following conditions? (Mark Yes (Y) if you are aware and No (N) if you are not aware.)

Condition	Y	N	Condition	Y	N
Aluminum Wiring			Radon Gas		
Asbestos Components			Settling		
Diseased Trees: <input type="checkbox"/> oak wilt <input type="checkbox"/> other			Soil Movement		
Endangered Species/Habitat on Property			Unplatted Easements		
Fault Lines			Unrecorded Easements		
Hazardous or Toxic Waste			Urea-formaldehyde Insulation		
Improper Drainage			Water Damage Not Due to a Flood Event		
Intermittent or Weather Springs			Wetlands on Property		
Landfill			Wood Rot		
Lead-Based Paint or Lead-Based Paint Hazards			Active infestation of termites or other wood destroying insects (WDI)		
Encroachments onto the Property			Previous treatment for termites or WDI		
Improvements encroaching on others' property			Previous termite or WDI damage repaired		
Located in Historic District			Termite or WDI damage needing repair		
Historic Property Designation			Previous Fires		

Concerning the Property at _____

Condition	Y	N	Condition	Y	N
Previous Foundation Repairs			Single Blockable Main Drain in Pool/Hot Tub/Spa*		
Previous Roof Repairs or Replacement			Subsurface Structure or Pits		
Previous Other Structural Repairs			Underground Storage Tanks**		
Previous Use of Premises for Manufacture of Methamphetamine			Aboveground Storage Tanks**		
Private Road on or Adjoining the Property for Which You (Seller) are Responsible for Maintaining			Aboveground Storage Tanks on the Property that hold 500 gal. or more and have stored petroleum products or other chemicals**		
Alkali-Silica Reaction (ASR) or "Concrete Cancer"			Conservation Easements***		

If the answer to any of the items in Section 3 is yes, explain (attach additional sheets if necessary): _____

*A single blockable main drain may cause a suction entrapment hazard for an individual.
 **If yes, see 30 Texas Administrative Code Chapter 334 for additional disclosure requirements pertaining to storage tanks.
 ***"Conservation easement" means an easement (permanent or for a period of years) on the property that restricts the use of all or a part of the property to protect natural resources, wildlife habitat, open space, or historical sites.

Section 4. Are you (Seller) aware of any item, equipment, or system in or on the Property that is in need of repair, which has not been previously disclosed in this notice? yes no If yes, explain (attach additional sheets if necessary): _____

Section 5. Insurance. (Indicate Yes (Y) or No (N))

	Y	N
The Property is presently covered by insurance		
The Property is presently covered by flood insurance*		
The Property is presently covered by windstorm insurance		
You (Seller) have been unable to insure the Property for any reason		

Commented [A2]: New section for insurance coverage

*Homes in high risk flood zones with mortgages from federally regulated or insured lenders are required to have flood insurance. Even when not required, the Federal Emergency Management Agency (FEMA) encourages homeowners in high risk, moderate risk, and low risk flood zones to purchase flood insurance that covers the structure(s) and the personal property within the structure(s).

If the answer to any of the items in Section 5 is yes, explain (attach additional sheets if necessary): _____

Section 6. Have you (Seller) ever filed a claim for any damage to the Property with any insurance provider? (This includes but is not limited to claims filed with the National Flood Insurance Program (NFIP)? yes no If yes, explain: _____

Commented [A3]: Combined Sections 6 & 11

Section 7. Have you (Seller) ever received proceeds for a claim for damage to the Property (for example, an insurance claim or a settlement or award in a legal proceeding) and not used the proceeds to make the repairs for which the claim was made? yes no If yes, explain: _____

Commented [A4]: Formerly Section 12

Concerning the Property at _____

Section 68. Are you (Seller) aware of any of the following conditions? (Mark Yes (Y) if you are aware and check wholly or partly as applicable. Mark No (N) if you are not aware.)

Y N

- Present flood insurance coverage.
- Previous flooding due to a failure or breach of a reservoir or a controlled or emergency release of water from a reservoir.
- Previous flooding due to a natural flood event.
- Previous water penetration into a structure on the Property due to a natural flood.
- Located wholly partly in a 100-year floodplain (Special Flood Hazard Area-Zone A, V, A99, AE, AO, AH, VE, or AR).
- Located wholly partly in a 500-year floodplain (Moderate Flood Hazard Area-Zone X (shaded)).
- Located wholly partly in a floodway.
- Located wholly partly in a flood pool.
- Located wholly partly in a reservoir.

Commented [A5]: Moved to Section 5 (Insurance)

If the answer to any of the above is yes, explain (attach additional sheets as necessary): _____

"If Buyer is concerned about these matters, Buyer may consult Information About Flood Hazards (TXR 1414).

For purposes of this notice:

"100-year floodplain" means any area of land that: (A) is identified on the flood insurance rate map as a special flood hazard area, which is designated as Zone A, V, A99, AE, AO, AH, VE, or AR on the map; (B) has a one percent annual chance of flooding, which is considered to be a high risk of flooding; and (C) may include a regulatory floodway, flood pool, or reservoir.

"500-year floodplain" means any area of land that: (A) is identified on the flood insurance rate map as a moderate flood hazard area, which is designated on the map as Zone X (shaded); and (B) has a two-tenths of one percent annual chance of flooding, which is considered to be a moderate risk of flooding.

"Flood pool" means the area adjacent to a reservoir that lies above the normal maximum operating level of the reservoir and that is subject to controlled inundation under the management of the United States Army Corps of Engineers.

"Flood insurance rate map" means the most recent flood hazard map published by the Federal Emergency Management Agency under the National Flood Insurance Act of 1968 (42 U.S.C. Section 4001 et seq.).

"Floodway" means an area that is identified on the flood insurance rate map as a regulatory floodway, which includes the channel of a river or other watercourse and the adjacent land areas that must be reserved for the discharge of a base flood, also referred to as a 100-year flood, without cumulatively increasing the water surface elevation more than a designated height.

"Reservoir" means a water impoundment project operated by the United States Army Corps of Engineers that is intended to retain water or delay the runoff of water in a designated surface area of land.

Section 69. Have you (Seller) ever filed a claim for flood damage to the Property with any insurance provider, including the National Flood Insurance Program (NFIP)? yes no If yes, explain (attach additional sheets as necessary): _____

Commented [A6]: Combined with Section 6

Homeowners in high-risk flood zones with mortgages from federally regulated or insured lenders are required to have flood insurance. Even when not required, the Federal Emergency Management Agency (FEMA) encourages homeowners in high-risk, moderate-risk, and low-risk flood zones to purchase flood insurance that covers the structure(s) and the personal property within the structure(s).

Commented [A7]: Moved to Section 5

Section 79. Have you (Seller) ever received assistance from FEMA or the U.S. Small Business Administration (SBA) for flood damage to the Property? yes no If yes, explain (attach additional sheets

Concerning the Property at _____

as necessary): _____

Section 810. Are you (Seller) aware of any of the following? (Mark Yes (Y) if you are aware. Mark No (N) if you are not aware.)

Y N

Room additions, structural modifications, or other alterations or repairs made without necessary permits, with unresolved permits, or not in compliance with building codes in effect at the time.

Homeowners' associations or maintenance fees or assessments. If yes, complete the following:

Name of association: _____

Manager's name: _____ Phone: _____

Fees or assessments are: \$ _____ per _____ and are: mandatory voluntary

Any unpaid fees or assessment for the Property? yes (\$ _____) no

If the Property is in more than one association, provide information about the other associations below or attach information to this notice.

Any common area (facilities such as pools, tennis courts, walkways, or other) co-owned in undivided interest with others. If yes, complete the following:

Any optional user fees for common facilities charged? yes no If yes, describe: _____

Any notices of violations of deed restrictions or governmental ordinances affecting the condition or use of the Property.

Any lawsuits or other legal proceedings directly or indirectly affecting the Property. (Includes, but is not limited to: divorce, foreclosure, heirship, bankruptcy, and taxes.)

Any death on the Property except for those deaths caused by: natural causes, suicide, or accident unrelated to the condition of the Property.

Any condition on the Property which materially affects the health or safety of an individual.

Any repairs or treatments, other than routine maintenance, made to the Property to remediate environmental hazards such as asbestos, radon, lead-based paint, urea-formaldehyde, or mold.
If yes, attach any certificates or other documentation identifying the extent of the remediation (for example, certificate of mold remediation or other remediation).

Any rainwater harvesting system located on the Property that is larger than 500 gallons and that uses a public water supply as an auxiliary water source.

The Property is located in a propane gas system service area owned by a propane distribution system retailer.

Any portion of the Property that is located in a groundwater conservation district or a subsidence district.

If the answer to any of the above items in Section 8-10 is yes, explain (attach additional sheets if necessary): _____

Homeowners' associations or maintenance fees or assessments. If yes, complete the following:

Name of association: _____

Manager's name: _____ Phone: _____

Fees or assessments are: \$ _____ per _____ and are: mandatory voluntary

Any unpaid fees or assessment assessments for the Property? yes (\$ _____) no

Commented [A8]: Moved down (below blanks)

Concerning the Property at _____

If the Property is in more than one association, provide information about the other associations below or attach information to this notice.

- Any common area (facilities such as pools, tennis courts, walkways, or other) co-owned in undivided interest with others. If yes, complete the following:
Any optional user fees for common facilities charged? yes no If yes, describe: _____

Section 911. Within the last 4 years, have you (Seller) received any written inspection reports or evaluations of the Property prepared by from persons who regularly provide such inspections or evaluations and who are either licensed, certified, as inspectors or otherwise permitted by law legally authorized to perform inspections them, including but not limited to general home, roof, HVAC, plumbing, electrical, structural/foundation, pool/spa, mold, termite or other wood-destroying insect, environmental, or other specialized inspections? yes no If yes, attach copies and complete the following: of any such reports and indicate the number of reports attached: _____

Inspection-Date	Type	Name of Inspector No. of Pages

Note: A buyer should not rely on the above-cited prior reports as a reflection of the current condition of the Property. A buyer should obtain inspections from inspectors chosen by the buyer.

Notice to Seller: Under Texas law, you are required to disclose all known material facts, defects, needed repairs, and adverse conditions affecting the Property. Failure to disclose known material information about the Property may result in legal liability.

Section 4012. Check any tax exemption(s) which you (Seller) currently claim for the Property:

- Homestead Senior Citizen Disabled
- Wildlife Management Agricultural Disabled Veteran
- Other: _____ Unknown

Section 13. Does the Property have working smoke detectors installed in accordance with the smoke detector requirements of Chapter 766 of the Health and Safety Code? unknown no yes. If no or unknown, explain. (Attach additional sheets if necessary): _____

**Chapter 766 of the Health and Safety Code requires one-family or two-family dwellings to have working smoke detectors installed in accordance with the requirements of the building code in effect in the area in which the dwelling is located, including performance, location, and power source requirements. If you do not know the building code requirements in effect in your area, you may check unknown above or contact your local building official for more information.*

A buyer may require a seller to install smoke detectors for the hearing impaired if: (1) the buyer or a member of the buyer's family who will reside in the dwelling is hearing-impaired; (2) the buyer gives the seller written evidence of the hearing impairment from a licensed physician; and (3) within 10 days after the effective date, the buyer makes a written request for the seller to install smoke detectors for the hearing-impaired and specifies the locations for installation. The parties may agree who will bear the cost of installing the smoke detectors and which brand of smoke detectors to install.

Seller acknowledges that the statements in this notice are true to the best of Seller's belief and that no person, including the broker(s), has instructed or influenced Sellers to provide inaccurate information or to omit any material information.

Signature of Seller _____ Date _____ Signature of Seller _____ Date _____

Printed Name: _____ Printed Name: _____

Concerning the Property at _____

ADDITIONAL NOTICES TO BUYER:

- (1) The Texas Department of Public Safety maintains a database that the public may search, at no cost, to determine if registered sex offenders are located in certain zip code areas. To search the database, visit <https://publicsite.dps.texas.gov>. For information concerning past criminal activity in certain areas or neighborhoods, contact the local police department.
- (2) If the Property is located in a coastal area that is seaward of the Gulf Intracoastal Waterway or within 1,000 feet of the mean high tide bordering the Gulf of Mexico, the Property may be subject to the Open Beaches Act or the Dune Protection Act (Chapter 61 or 63, Natural Resources Code, respectively) and a beachfront construction certificate or dune protection permit may be required for repairs or improvements. Contact the local government with ordinance authority over construction adjacent to public beaches for more information.
- (3) If the Property is located in a seacoast territory of this state designated as a catastrophe area by the Commissioner of the Texas Department of Insurance, the Property may be subject to additional requirements to obtain or continue windstorm and hail insurance. A certificate of compliance may be required for repairs or improvements to the Property. For more information, please review *Information Regarding Windstorm and Hail Insurance for Certain Properties* (TXR 2518) and contact the Texas Department of Insurance or the Texas Windstorm Insurance Association.
- (4) This Property may be located near a military installation and may be affected by high noise or air installation compatible use zones or other operations. Information relating to high noise and compatible use zones is available in the most recent Air Installation Compatible Use Zone Study or Joint Land Use Study prepared for a military installation and may be accessed on the Internet website of the military installation and of the county and any municipality in which the military installation is located.
- (5) If you are basing your offers on square footage, measurements, or boundaries, you should have those items independently measured to verify any reported information.
- (6) The following providers currently provide service to the Property:

Electric: _____	phone #: _____
Sewer: _____	phone #: _____
Water: _____	phone #: _____
Cable: _____	phone #: _____
Trash: _____	phone #: _____
Natural Gas: _____	phone #: _____
Phone Company: _____	phone #: _____
Propane: _____	phone #: _____
Internet: _____	phone #: _____
<u>Security System:</u> _____	<u>phone #:</u> _____

(7) This Seller's Disclosure Notice was completed by Seller as of the date signed. The brokers have relied on this notice as true and correct and have no reason to believe it to be false or inaccurate. YOU ARE ENCOURAGED TO HAVE AN INSPECTOR OF YOUR CHOICE INSPECT THE PROPERTY.

The undersigned Buyer acknowledges receipt of the foregoing notice.

_____ Signature of Buyer	_____ Date	_____ Signature of Buyer	_____ Date
_____ Printed Name:	_____ Printed Name:	_____ Printed Name:	_____ Printed Name:



PROPERTY CONDITION STATEMENT

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
©Texas Association of REALTORS®, Inc. 2026

NOTICE: This form does not satisfy the requirements of §5.008 of the Texas Property Code and must not be used in place of that notice when it is required. It may be used in addition to the §5.008 notice, or for transactions that do not require a §5.008 notice, such as the sale of unimproved property, newly constructed property that has not been previously occupied, and farm and ranch land without residential improvements.

CONCERNING THE PROPERTY AT _____

SELLER IS TO COMPLETE THIS FORM TO THE BEST OF THE SELLER'S KNOWLEDGE. THIS STATEMENT IS NOT A WARRANTY OF ANY KIND.

Are you (Seller) aware of:

- (1) Seller is is not aware of any flooding of the Property which has had a material adverse effect on the use of the Property.
- (2) Seller is is not aware of any pending or threatened litigation, condemnation, or special assessment affecting the Property.
- (3) Seller is is not aware of any environmental hazards that materially and adversely affect the Property.
- (4) Seller is is not aware of any dumpsite, landfill, or underground tanks or containers now or previously located on the Property.
- (5) Seller is is not aware of any wetlands, as defined by federal or state law or regulation, affecting the Property.
- (6) Seller is is not aware of any threatened or endangered species or their habitat affecting the Property.
- (7) Seller is is not aware that the Property is located wholly partly in a floodplain.
- (8) Seller is is not aware that a tree or trees located on the Property has oak wilt.

If you are aware of any of the items above, explain (attach additional sheets if necessary):

Seller Date

Seller Date



AMENDMENT TO FARM AND RANCH LISTING
EXCLUSIVE RIGHT TO SELL

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
©Texas Association of REALTORS®, Inc. 2026

AMENDMENT TO LISTING AGREEMENT BETWEEN THE UNDERSIGNED PARTIES
CONCERNING THE PROPERTY AT

Notice: This form shall only be used to amend TXR 1201.

"Owner" means the seller or landlord of the above-referenced Property.

Effective _____, Owner and Broker amend the above-referenced Listing as follows:

- A. The Listing Price in Paragraph 3 of the Listing is changed to: \$ _____.
B. The date the Listing ends in Paragraph 4 of the Listing is changed to: _____.
C. (TXR 1101 and TXR 1201 only) The Broker's Fee is changed to in Paragraph 5A1 or 5B1 is changed as follows:
(a) _____% of the sales price or a flat fee of \$ _____.
(b) _____.
D. (TXR 1101 and TXR 1201 only) The compensation paid to the other broker in Paragraph 5A(2) is changed as follows: _____% of the sales price or \$ _____.
E. Owner instructs Broker to cease marketing the Property on _____ and to resume marketing the Property on: (1) receipt of further instructions from Owner; or (2) _____.
The Listing is not terminated and remains in effect for all other purposes.
F. Paragraph(s) _____ are changed as follows: _____.

Compensation paid to brokers or the sharing of compensation between brokers is not set by law nor fixed, controlled, recommended, or suggested by the Association of REALTORS®, any Multiple Listing Service (MLS), or any other listing service. Compensation paid to brokers is fully negotiable. Each broker independently determines their fees.

Broker's Printed Name License No. Owner's Printed Name
Broker's (or Broker's Associate's) Signature Date Owner's Signature Date
Broker's Associate's Printed Name, if applicable License No. Owner's Printed Name
Owner's Signature Date



BUYER/TENANT REPRESENTATION AGREEMENT - LONG FORM

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
©Texas Association of REALTORS®, Inc. 2026

1. PARTIES: The parties to this agreement are:

Client: _____

Address: _____

City, State, Zip: _____

Phone: _____

Email/Fax: _____ Email /Fax: _____

Broker: _____

Address: _____

City, State, Zip: _____

Phone: _____

Email/Fax: _____ Email/Fax: _____

2. APPOINTMENT: Client grants Broker the exclusive right to act as Client's real estate agent for the purpose of acquiring Property in the Market Area.

3. DEFINITIONS:

- A. "Acquire" means to purchase or lease.
- B. "Closing" in a sale transaction means the date legal title to a property is conveyed to a purchaser of property under a contract to buy. "Closing" in a lease transaction means the date a landlord and tenant enter into a binding lease of a property.
- C. "Market Area" means that area in the State of Texas specified as follows below. THIS SECTION MUST BE COMPLETED AND SHOULD NOT BE LEFT BLANK. (for example, insert property address, subdivision, city, county, zip code, ~~etc~~ or other geographic description.)

D. "Property" means any interest in real estate including but not limited to properties listed in a multiple listing service or other listing services, properties for sale by owners, and properties for sale by builders.

E. "Related Party" means: any assignee of Client; any spouse, domestic partner, family member, or relation of Client; any officer, director, shareholder, partner, or member of Client; any entity directly or indirectly owned or controlled by Client, in whole or in part; any entity that directly or indirectly owns or controls Client, in whole or in part; and any trust for which Client is a trustee, settlor, grantor, or beneficiary.

4. TERM: This agreement begins on _____ and ends at 11:59 p.m. on _____

5. BROKER'S OBLIGATIONS: Broker will: (a) use Broker's best efforts to assist Client in acquiring Property in the Market Area; (b) assist Client in negotiating the acquisition of Property in the Market Area; and (c) comply with other provisions of this agreement.

6. CLIENT'S OBLIGATIONS: Client will: (a) work exclusively through Broker in acquiring Property in the Market Area and negotiate the acquisition of Property in the Market Area only through Broker; (b) inform other brokers, sales ~~persons~~agents, sellers, and landlords with whom Client may have contact that Broker exclusively represents Client for the purpose of acquiring Property in the Market Area and refer all such persons to Broker; and (c) comply with other provisions of this agreement. Attendance at open houses or property showings with other brokers or sales agents where no advice, opinions, negotiations, or substantive brokerage services are provided does not violate these obligations. If attending an open house or property showing without Broker, Client will inform other brokers, sales agents, sellers, and landlords with whom Client may have contact that Client currently has a representation agreement with Broker.

7. BROKER COMPENSATION:

Compensation paid to brokers or the sharing of compensation between brokers is not set by law nor fixed, controlled, recommended, or suggested by the Association of REALTORS®, its local affiliates, any Multiple Listing Service (MLS), or any other listing service. Compensation paid to brokers is fully negotiable. Each broker independently determines their fees. The total compensation Broker receives for brokerage services provided under this agreement, from any and all sources, may not exceed the amount stated in this agreement.

A. Broker's Fee: When Earned and Payable, Client will pay Broker (Complete all that apply):

(1) (Purchases) _____% of the sales price or a flat fee of \$_____.

(2) (Leases) _____% of one month's rent or _____% of all rents to be paid over the term of the lease or a flat fee of \$_____.

B. Retainer (optional): At the time this agreement is signed, Client will pay Broker a **non-refundable** retainer of \$_____. Broker will or will not apply this retainer toward any other fees owed to Broker under Paragraph 7A when Broker receives payment of the other fees. Client agrees that this retainer is reasonable and is being paid in exchange for Broker's time, resources, and services provided to and on behalf of Client. Client understands the retainer is fully earned by Broker when paid and will not be refunded to Client even if this agreement is later terminated. Depending on the election above, the retainer will either be applied as a credit toward other fees owed to Broker under Paragraph 7A or treated as an additional fee earned by Broker under this agreement.

C. Source of Compensation: Client may seek Broker will first seek to obtain payment of the Broker's Fee specified in Paragraph 7A from the seller or, landlord, ~~or their agents~~. Broker will assist Client in negotiating any contribution from the seller or landlord; however, Client remains responsible for payment of the amount Broker's Fee specified in Paragraph 7A, reduced only by the amounts paid/contributed, if any, to Broker by the seller or, landlord, or their agents.

D. Earned and Payable:

(1) Broker's compensation is "Earned" when: (4a) Client enters into a contract to buy or lease Property in the Market Area; (2b) Client breaches this agreement.

(2) Broker's compensation is "Payable," either during the Term of this agreement or after it ends, upon the earlier of: (4a) the Closing of the transaction to acquire the Property; (2b) Client's breach of a contract to buy or lease a Property in the Market Area; or (3c) Client's breach of this agreement. If Client acquires more than one Property under this agreement, Broker's compensation for each Property acquired is Earned as each Property is acquired and is Payable at the Closing of each acquisition.

~~**E. Acquisition of Broker's Listing (Intermediary Transactions):** If Client acquires a Property listed by Broker, any compensation Broker offers to other brokers in Broker's listing agreement with the owner will be credited towards Broker's Fee specified under Paragraph 7A.~~

F.E. Additional Compensation: In addition to Broker's Fee specified under Paragraph 7A, Broker is entitled to the following compensation.

- (1) **Construction:** If Client uses Broker's services to procure or negotiate the construction of improvements to Property that Client owns or may acquire, Client ensures that Broker will receive from Client or the contractor(s) at the time the construction is substantially complete a fee equal to: _____.
- (2) **Service Providers:** If Broker refers Client or any party to a transaction contemplated by this agreement to a service provider (for example, mover, cable company, telecommunications provider, utility, or contractor) Broker may receive a fee from the service provider for the referral.
- (3) **Other Compensation:** (Only insert amounts or rates of compensation that are objectively ascertainable and only when the specific amount or rate is known at the time of execution. Do not insert bonuses, a range of compensation, or terms such as "TBD".) _____

Notice Regarding Bonuses. In addition to Broker's Fee specified under Paragraph 7A, seller, landlord, or their agent may offer to pay Broker a bonus if Client purchases or leases certain properties. Broker will disclose the specific amount of any bonus offered to Broker. Broker may not receive any bonus unless authorized by Client in writing. Client authorization may be made by amending this agreement (use TXR 1505).

F. Protection Period:

- (1) "Protection Period" means that time starting the day after this agreement ends and continuing for _____ days. Not later than 10 days after this agreement ends, Broker may send Client written notice identifying each Property called to Client's attention during the Term of this agreement. If Client or a Related Party agrees to acquire a Property identified in the notice during the Protection Period, Client will pay Broker, upon Closing, the amount Broker would have been entitled to receive if this agreement were still in effect. This Paragraph 7G survives termination of this agreement.
- (2) This Paragraph 7G will not apply if Client or the Related Party is, during the Protection Period, bound under a representation agreement with another broker who is a member of Texas REALTORS® at the time the acquisition is negotiated and the other broker is paid a fee for negotiating the transaction.

G. Escrow Authorization: Client authorizes, and Broker may so instruct, any escrow or closing agent authorized to close a transaction for the acquisition of Property contemplated by this agreement to collect and disburse to Broker all amounts Payable to Broker.

H. County: Amounts Payable to Broker are to be paid in cash in _____ County, Texas.

8. REPRESENTATIONS:

- A. Each person signing this agreement represents that the person has the legal capacity and authority to bind the respective party to this agreement.
- B. Client represents that Client is not now a party to another buyer or tenant representation agreement with another broker for the acquisition of Property in the Market Area.
- C. Client represents that all information relating to Client's ability to acquire Property in the Market Area that Client gives to Broker is true and correct.
- D. Name any employer, relocation company, or other entity that will provide benefits to Client when acquiring Property in the Market Area: _____.
- E. Broker is not authorized to execute any document in the name of or on behalf of Client concerning the

Property.

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

A. **Intermediary Status:** Client desires to see Broker's listings. If Client wishes to acquire one of Broker's listings, Client authorizes Broker to act as an intermediary and Broker will notify Client that Broker will service the parties in accordance with one of the following alternatives.

- (1) If the owner of the Property is serviced by an associate other than the associate servicing Client under this agreement, Broker may notify Client that Broker will: (a) appoint the associate then servicing the owner to communicate with the owner, carry out the owner's instructions, and provide opinions and advice to the owner during negotiations; and (b) appoint the associate then servicing Client to communicate with Client, carry out Client's instructions, and provide opinions and advice to Client during negotiations.
- (2) If the owner of the Property is serviced by the same associate who is servicing Client, Broker may notify Client that Broker will: (a) appoint another associate to communicate with Client, carry out Client's instructions, and provide opinions and advice to Client during negotiations; and (b) appoint the associate servicing the owner under the listing to communicate with the owner, carry out the owner's instructions, and provide opinions and advice to the owner during negotiations.
- (3) Broker may notify Client that Broker will make no appointments as described under this Paragraph 9A and, in such an event, the associate servicing the parties will act solely as Broker's intermediary representative, who may facilitate the transaction but will not render opinions or advice during negotiations to either party.

B. **No Intermediary Status:** Client does not wish to be shown or acquire any of Broker's listings.

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

- ◆ may not disclose to Client that the seller or landlord will accept a price less than the asking price unless otherwise instructed in a separate writing by the seller or landlord;
- ◆ may not disclose to the seller or landlord that Client will pay a price greater than the price submitted in a written offer to the seller or landlord unless otherwise instructed in a separate writing by Client;
- ◆ may not disclose any confidential information or any information a seller or landlord or Client specifically instructs Broker in writing not to disclose unless otherwise instructed in a separate writing by the respective party or required to disclose the information by The Real Estate License Act or a court order or if the information materially relates to the condition of the property;
- ◆ shall treat all parties to the transaction honestly; and
- ◆ shall comply with The Real Estate License Act.

10. COMPETING CLIENTS: Client acknowledges that Broker may represent other prospective buyers or tenants who may seek to acquire properties that may be of interest to Client. Client agrees that Broker may, during the Term of this agreement and after it ends, represent such other prospects, show the other prospects the same properties that Broker shows to Client, and act as a real estate broker for such other prospects in negotiating the acquisition of properties that Client may seek to acquire.

11. CONFIDENTIAL INFORMATION:

A. During the Term of this agreement or after its termination, Broker may not knowingly disclose information obtained in confidence from Client except as authorized by Client or required by law. Broker may not disclose to Client any information obtained in confidence regarding any other person Broker represents

or may have represented except as required by law.

B. Unless otherwise agreed or required by law, a seller or the seller's agent is not obliged to keep the existence of an offer or its terms confidential. If a listing agent receives multiple offers, the listing agent is obliged to treat the competing buyers fairly.

12. MEDIATION: The parties agree to negotiate in good faith in an effort to resolve any dispute that may arise related to this agreement or any transaction related to or contemplated by this agreement. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation before resorting to arbitration or litigation and will equally share the costs of a mutually acceptable mediator.

13. DEFAULT: If either party fails to comply with this agreement or makes a false representation in this agreement, the non-complying party is in default. If Client is in default, Broker may: (a) terminate this agreement, and Client will be liable for the amount of compensation that Broker would have received under this agreement if Client was not in default; and (b) exercise any other rights or remedies available at law or in equity. If Broker is in default, Client may exercise any rights or remedies available at law or in equity.

14. ATTORNEY'S FEES: If Client or Broker is a prevailing party in any legal proceeding brought as a result of a dispute under this agreement or any transaction related to this agreement, such party will be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

15. LIMITATION OF LIABILITY: Neither Broker, Broker's associates, nor any other broker or their associates, is responsible or liable for any person's personal injuries or for any loss or damage to any person's property unless directly caused by Broker or Broker's associates. Client will hold Broker, Broker's associates, and any other broker and their associates harmless from any such injuries or losses. Client will indemnify Broker and Broker's associates against any claims arising from injury or damage caused by Client to others or their property.

16. ADDENDA: Addenda and other related documents which are part of this agreement are:

- Information About Brokerage Services
- Mold Remediation Consumer Protection Areas
- Information Concerning Property Insurance
- General Information and Notice to Consumers
- Protect Your Family from Lead in Your Home
- Information about Special Flood Hazard
- For Your Protection: Get a Home Inspection
- Wire Fraud Warning

17. SPECIAL PROVISIONS:

18. ADDITIONAL NOTICES:

- A. In accordance with fair housing laws and the National Association of REALTORS® Code of Ethics, Broker's services must be provided without regard to race, color, religion, national origin, sex, disability, familial status, sexual orientation, or gender identity. Local ordinances may provide for additional protected classes (for example, creed, status as a student, marital status, or age).
- B. Broker is not a property inspector, pest inspector, appraiser, surveyor, engineer, environmental assessor, or compliance inspector. Client should seek experts to render such services in any acquisition.
- C. If Client purchases Property, Client should have an abstract covering the Property examined by

an attorney of Client's selection, or Client should be furnished with or obtain a title policy.

D. Client may purchase a residential service contract. Client should review such service contract or the scope of coverage, exclusions, and limitations. The purchase of a residential service contract is optional. There are several residential service companies operating in Texas.

E. When viewing a Property, Client might be recorded or otherwise monitored without Client's knowledge or consent. Additionally, consult an attorney before recording or photographing a Property without Owner's knowledge or consent.

F. To reduce risk of wire fraud, Client should refrain from transmitting personal information, such as bank account or other financial information, via unsecured email or other electronic communication. If Client receives any request to wire funds, even if the communication appears to come from a legitimate source, Client should verify its authenticity prior to transferring any funds. Verification should be made in person or via phone call using a recognized phone number not found in the communication. Broker will not send Client any electronic communication with instructions to wire funds or to provide personal information.

G. Texas Property Code Chapter 5, Subchapter H restricts certain individuals, businesses, organizations, and governmental entities – linked to countries identified by the Director of National Intelligence or designated by the governor as a risk to national security – from purchasing, acquiring, or leasing real property for a term of one year or longer. If Client believes these restrictions may apply, consulting with an attorney is strongly recommended.

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

Broker's Printed Name License No.

Client's Printed Name

Broker's Signature Date
 Broker's Associate's Signature

Client's Signature Date

Broker's Associate's Printed Name, License No.
if applicable

Client's Printed Name

Client's Signature Date

18. ADDITIONAL NOTICES
A. In accordance with fair housing laws and the National Association of REALTORS® Code of Ethics, Broker's services must be provided without regard to race, color, religion, national origin, sex, disability, familial status, sexual orientation, or gender identity. Local ordinances may provide for additional protected classes (for example, creed, status as a student, marital status, or age).
B. Broker is not a property inspector, pest inspector, appraiser, surveyor, engineer, environmental assessor, or compliance inspector. Client should seek experts to render such services in any acquisition.
C. If Client purchases Property, Client should have an abstract covering the property examined by



BUYER/TENANT REPRESENTATION AGREEMENT - SHORT FORM

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
©Texas Association of REALTORS®, Inc. 2026

1. **PARTIES:** This Agreement is made between _____ (Collectively, "Client") and _____ ("Broker").
2. **APPOINTMENT:** Client appoints Broker as Client's real estate agent subject to the terms of this Agreement.
3. **DEFINITIONS:** In this Agreement, "acquire" means to purchase or lease real property. "Market areaArea" means that area in the State of Texas specified as followsbelow. THIS SECTION SHOULD NOT BE LEFT BLANK. (for example, insert property address, subdivision, city, county, zip code, etc. or other geographic description): _____.
4. **TERM:** This Agreement begins on _____ and ends at 11:59 p.m. on _____.
5. **BROKER OBLIGATIONS: Broker must comply with minimum duties as required by law. Broker may represent other prospective buyers or tenants who may seek to acquire the same properties as Client. (Check only one box)**
 - Full Services.** Broker will use Broker's best efforts to assist Client in the acquisition of property in the marketMarket areaArea.
 - Showing Services.** Paragraphs 6, 7, and 8 do not apply. Broker will provide Client with access to properties in the marketMarket areaArea. Client will pay Broker a fee of \$_____ due upon execution of this Agreement.
6. **CLIENT OBLIGATIONS:** Client must: (a) work exclusively through Broker in acquiring property in the marketMarket areaArea and (b) inform other brokers, sales agents, sellers, and landlords that Broker exclusively represents Client for the purpose of acquiring property in the marketMarket areaArea and refer all such persons to Broker. Attendance at open houses or property showings where no advice, opinions, negotiations, or substantive brokerage services are provided does not violate these obligations. If attending an open house or property showingsuch events without Broker, Client will inform other brokers, salespersons, sellers, and landlords with whom Client may have contact that Client currently has a representation agreement with Broker.

7. BROKER COMPENSATION:

A. **Broker's Fees: When Earned and Payable, Client will pay Broker (Complete all that apply):**

- (1) (Purchases) _____% of the sales price or \$_____.
- (2) (Leases) _____% of one month's rent or _____% of all rents to be paid over the term of the lease or \$_____.

B. **Earned and Payable:** Broker's fees are Earned when Client enters into a contract to acquire property in the Mmarket aArea during the Term. Broker's fees are Payable, either during the Term or after it ends, upon the earlier of: (1) the closing of a transaction to acquire a property or (2) Client's breach of a contract to acquire a property in the marketMarket areaArea. "Closing" means the date legal title to a property is conveyed to Client or the date Client enters a binding lease.

C. **Source of Payment:** Broker-Client may seek to obtain payment of the Broker's Fee specified in Paragraph 7A receive compensation from the seller or, landlord, or their agents. Broker will assist Client in negotiating any contribution from the seller or landlord; however, Client remains responsible for payment of the credit any such compensation towards compensation due Broker under this

Agreement, less any amounts contributed, if any, by the seller or landlord and Client will pay any remaining balance.

D. **Escrow Authorization:** Client authorizes, and Broker may instruct, any escrow or closing agent to collect and disburse to Broker all amounts Payable to Broker.

8. **INTERMEDIARY:** Client does or does not authorize Broker to act as an intermediary if Client wishes to acquire one of Broker's listings. If intermediary is not authorized, Client will not be shown or acquire Broker's listings. **In accordance with applicable state law, Broker and Broker's associates: may not disclose to Client that the seller or landlord will accept a price less than the asking price unless otherwise instructed in a separate writing by the seller or landlord; may not disclose to the seller or landlord that Client will pay a price greater than the price submitted in a written offer to the seller or landlord unless otherwise instructed in a separate writing by Client; may not disclose any confidential information or any information a seller or landlord or Client specifically instructs Broker in writing not to disclose unless otherwise instructed in a separate writing by the respective party or required to disclose the information by the Real Estate License Act or a court order or if the information materially relates to the condition of the property; shall treat all parties to the transaction honestly; and shall comply with the Real Estate License Act.**

Compensation paid to brokers or the sharing of compensation between brokers is not set by law nor fixed, controlled, recommended, or suggested by the Association of REALTORS®, its local affiliates, any Multiple Listing Service (MLS), or any other listing service. Compensation paid to brokers is fully negotiable. Each broker independently determines their fees. The total compensation Broker receives for brokerage services provided under this agreement, from any and all sources, may not exceed the amount stated in this agreement. Broker compensation is not set by law nor fixed, controlled, or recommended by the Association of REALTORS® or MLS. Broker compensation is fully negotiable. Broker is prohibited from receiving compensation for brokerage services from any source that exceeds the amounts stated in this Agreement.

This is a legally binding agreement. READ IT CAREFULLY. If you do not understand the effect of this Agreement, consult your attorney BEFORE signing. The parties authorize the use of electronic signatures for the signing of this Agreement.

Broker's Printed Name	License No.	Client's Printed Name	
<input type="checkbox"/> Broker's Signature	Date	Client's Signature	Date
<input type="checkbox"/> Broker's Associate's Signature			
Broker's Associate's Printed Name, if applicable	License No.	Client's Printed Name	
		Client's Signature	Date



NEW RESIDENTIAL CONDOMINIUM CONTRACT

(Completed Construction)

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.

©Texas Association of REALTORS®, Inc. 2025/2026

1. **PARTIES:** _____ (Seller) agrees to sell and convey to _____ (Buyer) and Buyer agrees to buy from Seller the Property described below.

2. PROPERTY AND CONDOMINIUM INFORMATION STATEMENT:

A. "Property" means the Condominium Unit _____, in Building _____, of _____, a condominium project located at _____ (Address/Zip Code), City of _____, _____ County, Texas described in the Condominium Declaration and Plat and any amendments thereto of record in said County, together with:

- (1) the improvements, fixtures, and all other real property located thereon;
- (2) the following described related accessories (non-fixtures), if any: window air conditioning units, stove, fireplace screens, curtains and rods, blinds, window shades, draperies and rods, door keys, mailbox keys, artificial fireplace logs, security systems that are not fixtures, and controls for (i) garage doors, (ii) entry gates, and (iii) other improvements and accessories. "Controls" includes Seller's transferable rights to the (i) software and applications used to access and control improvements or accessories, and (ii) hardware used solely to control improvements or accessories; and
- (3) such Unit's undivided interest in the Common Elements designated by the Declaration, including those areas reserved as Limited Common Elements appurtenant to the Unit and such other rights to use the Common Elements which have been specifically assigned to the Unit in any other manner.

There are _____ parking areas assigned to the Property which are described as: _____.

B. "Condominium Information Statement" means the information defined by §82.153, Texas Property Code and if the Property is a conversion building the additional information required by §82.154, Texas Property Code. (Check one box only.)

- (1) Buyer has received a copy of the Condominium Information Statement. Buyer is advised to read the Condominium Information Statement before signing this contract.
- (2) Buyer has not received a copy of the Condominium Information Statement. Seller, at Seller's expense, shall deliver the Condominium Information Statement to Buyer within _____ days after the effective date of this contract. Buyer may terminate this contract within 7 days after Buyer receives the Condominium Information Statement by giving written notice of termination to Seller. If Buyer terminates the contract pursuant to this paragraph, the earnest money shall be refunded to the Buyer. Buyer retains rights to terminate under Section 82.156, Texas Property Code.

C. Seller is required under Section 82.153(c), Texas Property Code, to amend the Condominium Information Statement to reflect a material and substantial change in its contents. If the change may adversely affect Buyer:

- (1) Seller, at Seller's expense, shall furnish a copy of the amendment to Buyer before closing; and
- (2) Buyer may terminate this contract by providing written notice to Seller within 7 days after Buyer receives the amendment or before closing, whichever is earlier, and the earnest money shall be refunded to the Buyer. Buyer retains rights to terminate under Section 82.156, Texas Property Code.

D. If the Condominium Information Statement reveals that the Property is subject to a right of refusal under which the condominium owners association (the Association) or a member of the Association may purchase the Property, the effective date shall be amended to the date that Buyer receives a copy of the Association's certification that: (i) Seller has complied with the requirements under the right of refusal; and (ii) all persons who may exercise the right of refusal have not exercised or have waived the right to buy the Property. If

Buyer does not receive the Association's certification within _____ days after the effective date or if the right of refusal is exercised, this contract shall terminate and the earnest money shall be refunded to Buyer.

3. SALES PRICE:

- A. Cash portion of Sales Price payable by Buyer at closing \$ _____
The term "Cash portion of the Sales Price" does not include proceeds from borrowing of any kind or selling other real property except as disclosed in this contract.
- B. Sum of all financing described in the attached: (Check applicable boxes below) ... \$ _____
 - Third Party Financing Addendum
 - Seller Financing Addendum
- C. Sales Price (Sum of A and B) \$ _____

4. LEASES: Except as disclosed in this contract, Seller is not aware of any leases affecting the Property. After the Effective Date, Seller may not, without Buyer's written consent, create a new lease, amend any existing lease, or convey any interest in the Property. (Check all applicable boxes)

- A. RESIDENTIAL LEASES: The Property is subject to one or more residential leases and the Addendum Regarding Residential Leases is attached to this contract.
- B. FIXTURE LEASES: Fixtures on the Property are subject to one or more fixture leases (for example, solar panels, propane tanks, water softener, security system) and the Addendum Regarding Fixture Leases is attached to this contract.
- C. NATURAL RESOURCE LEASES: "Natural Resource Lease" means an existing oil and gas, mineral, geothermal, water, wind, or other natural resource lease affecting the Property to which Seller is a party.
 - (1) Seller has delivered to Buyer a copy of all the Natural Resource Leases.
 - (2) Seller has not delivered to Buyer a copy of all the Natural Resource Leases. Seller shall provide to Buyer a copy of all the Natural Resource Leases within 3 days after the Effective Date. Buyer may terminate the contract within _____ days after the date the Buyer receives all the Natural Resource Leases and the earnest money shall be refunded to Buyer.

5. EARNEST MONEY AND TERMINATION OPTION:

A. DELIVERY OF EARNEST MONEY AND OPTION FEE: Within 3 days after the Effective Date, Buyer must deliver to _____ (Escrow Agent), at _____ (address): \$ _____ as earnest money and \$ _____ as the **Option Fee/option fee**. The earnest money and **Option Fee/option fee** shall be made payable to Escrow Agent and may be paid separately or combined in a single payment.

- (1) Buyer shall deliver additional earnest money of \$ _____ to Escrow Agent within _____ days after the Effective Date of this contract.
- (2) If the last day to deliver the earnest money, **Option Fee/option fee**, or the additional earnest money falls on a Saturday, Sunday, or **legal holiday/Legal Holiday**, the time to deliver the earnest money, **Option Fee/option fee**, or the additional earnest money, as applicable, is extended until the end of the next day that is not a Saturday, Sunday, or **legal holiday/Legal Holiday**. "**Legal Holiday**" means a **legal holiday described in Sections 662.003(a) and 662.003(b)(4) and (6), Texas Government Code**.
- (3) The amount(s) Escrow Agent receives under this paragraph shall be applied first to the **Option Fee/option fee**, then to the earnest money, and then to the additional earnest money.
- (4) Buyer authorizes Escrow Agent to release and deliver the **Option Fee/option fee** to Seller at any time without further notice to or consent from Buyer, and releases Escrow Agent from liability for delivery of the **Option Fee/option fee** to Seller. The **Option Fee/option fee** will be credited to the Sales Price at closing.

B. TERMINATION OPTION: For nominal consideration, the receipt of which Seller acknowledges, and Buyer's agreement to pay the **Option Fee/option fee** within the time required, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within _____

days after the Effective Date of this contract (Option Period). Notices under this paragraph must be given by 5:00 p.m. (local time where the Property is located) by the date specified. If Buyer gives notice of termination within the time prescribed: (i) the Option Fee/option fee will not be refunded and Escrow Agent shall release any Option Fee/option fee remaining with Escrow Agent to Seller; and (ii) any earnest money will be refunded to Buyer.

C. FAILURE TO TIMELY DELIVER EARNEST MONEY: If Buyer fails to deliver the earnest money within the time required, Seller may terminate this contract or exercise Seller's remedies under Paragraph 15, or both, by providing notice to Buyer before Buyer delivers the earnest money.

D. FAILURE TO TIMELY DELIVER OPTION FEE: If no dollar amount is stated as the Option Fee/option fee or if Buyer fails to deliver the Option Fee/option fee within the time required, Buyer shall not have the unrestricted right to terminate this contract under this paragraph 5.

E. TIME: Time is of the essence for this paragraph and strict compliance with the time for performance is required.

6. TITLE POLICY:

A. TITLE POLICY: Seller shall furnish to Buyer at Seller's Buyer's expense an owner policy of title insurance (Title Policy) issued by _____ (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:

- (1) restrictive covenants common to the platted subdivision in which the Property is located;
- (2) the standard printed exception for standby fees, taxes and assessments;
- (3) liens created as part of the financing described in Paragraph 3;
- (4) terms and provisions of the Condominium Information Statement including the assessments and platted easements;
- (5) reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing;
- (6) the standard printed exception as to marital rights;
- (7) the standard printed exception as to waters, tidelands, beaches, streams, and related matters;
- (8) the standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements; and
- (9) the exception or exclusion regarding minerals approved by the Texas Department of Insurance.

B. COMMITMENT:

- (1) Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer:
 - (a) a commitment for title insurance (Commitment); and
 - (b) at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions.
- (2) Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.

C. OBJECTIONS:

- (1) Buyer may object in writing to defects, exceptions, or encumbrances to title: disclosed in the Commitment other than items 6A(1) through 6A(9) above; or which prohibit the following use or activity: _____
- (2) Buyer must object not later than the earlier of: (i) the Closing Date; or (ii) _____ days after buyer receives the Commitment and Exception Documents. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived.

(3) Provided Seller is not obligated to incur any expense, Seller shall cure any timely objections of Buyer or any third party lender within 15 days after Seller receives the objections (Cure Period) and the Closing Date will be extended as necessary. If objections are not cured within the Cure Period, Buyer may, by delivering notice to Seller within 5 days after the end of the Cure Period: (i) terminate this contract and the earnest money will be refunded to Buyer; or (ii) waive the objections. If Buyer does not terminate within the time required, Buyer shall be deemed to have waived the objections. If the Commitment or survey is revised or any new Exception Document(s) is delivered, Buyer may object to any new matter revealed in the revised Commitment or survey, or new Exception Document(s) within the same time stated in this paragraph to make objections beginning when the revised Commitment, survey, or Exception Document(s) is delivered to Buyer.

D. TITLE NOTICES:

- (1) **ABSTRACT OR TITLE POLICY:** Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.
- (2) **STATUTORY TAX DISTRICTS:** If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49 of the Texas Water Code requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.
- (3) **TIDE WATERS:** If the Property abuts tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract.
- (4) **ANNEXATION:** If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.
- (5) **PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER:** Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.
- (6) **PUBLIC IMPROVEMENT DISTRICTS:** If the Property is in a public improvement district, Seller must give Buyer written notice as required by §5.014, Property Code. ~~An addendum containing the required notice shall be attached to this contract.~~
- (7) **TRANSFER FEES:** If the Property is subject to a private transfer fee obligation, §5.205, Property Code, requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.
- (8) **PROPANE GAS SYSTEM SERVICE AREA:** If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. ~~An addendum containing the notice approved by the Texas Real Estate Commission (TREC) or required by the parties should be used.~~
- (9) **NOTICE OF WATER LEVEL FLUCTUATIONS:** If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a

storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."

(10) CERTIFICATE OF MOLD REMEDIATION: If the Property has been remediated for mold, Seller must provide to Buyer each certificate of mold damage remediation issued under §1958.154, Occupations Code, during the 5 years preceding the sale of the Property.

(11) REQUIRED NOTICES: The following notices have been given or are attached to this contract (for example, utility, water, drainage, and public improvement districts): _____

~~Seller's Failure to provide applicable statutory notices may provide Buyer with remedies or rights to terminate the contract.~~

7. PROPERTY CONDITION:

A. ACCESS, INSPECTIONS, AND UTILITIES: Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Any hydrostatic testing must be separately authorized by Seller in writing. Seller shall pay for turning on existing utilities for inspections.

B. ACCEPTANCE OF PROPERTY CONDITION: "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As Is under Paragraph 7B(1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.

(Check one box only)

- (1) Buyer accepts the Property As Is.
- (2) Buyer accepts the Property As Is provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: _____

(Do not insert general phrases, such as "subject to inspections," that do not identify specific repairs and treatments.)

C. WARRANTIES: Except as expressly set forth in this contract a separate writing, or provided by law, Seller makes no other express warranties. Seller agrees to assign to Buyer at closing all assignable manufacturer warranties.

D. INSULATION: As required by Federal Trade Commission Regulations, the information relating to the insulation installed or to be installed in the Property is as follows: (Check one box only.)

- (1) as shown in the attached specifications.
- (2) as follows:
 - (a) Exterior walls of improved living areas: insulated with _____ insulation to a thickness of _____ inches, which yields an R-Value of _____.
 - (b) Walls in other areas of the Property: insulated with _____ insulation to a thickness of _____ inches, which yields an R-Value of _____.
 - (c) Ceilings in improved living areas: insulated with _____ insulation to a thickness of _____ inches, which yields an R-Value of _____.
 - (d) Floors of improved living areas not applied to a slab foundation: insulated with _____ insulation to a thickness of _____ inches, which yields an R-Value of _____.
 - (e) Other insulated areas: insulated with _____ insulation to a thickness of _____ inches, which yields an R-Value of _____.

All stated R-Values are based on information provided by the manufacturer of the insulation.

E. LENDER REQUIRED REPAIRS AND TREATMENTS: Unless otherwise agreed in writing, neither party is obligated to pay for lender required repairs and treatment for wood destroying insects. If the parties do not agree to pay for the lender required repairs or treatments, this contract will terminate and the earnest money will be refunded to Buyer. If the cost of lender required repairs and treatments exceed

5% of the Sales Price, Buyer may terminate this contract and the earnest money will be refunded to Buyer.

F. COMPLETION OF REPAIRS, TREATMENTS, AND IMPROVEMENTS: Unless otherwise agreed by the parties in writing, Seller shall complete all agreed repairs, treatments, and improvements (Work) prior to the Closing Date and obtain any required permits. The Work must be performed by persons who are licensed to provide such Work or, if no license is required by law, are commercially engaged in the trade of providing such Work. Seller shall: (i) provide Buyer with copies of documentation from the repair person(s) showing the scope of work and payment for the work completed; and (ii) at Seller's expense, arrange for the transfer of any transferable warranties with respect to the Work to Buyer at closing. If Seller fails to complete any Work prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days if necessary for Seller to complete the Work.

G. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes of other environmental hazards or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.

H. RESIDENTIAL SERVICE CONTRACTS: Buyer may purchase a residential service contract from a provider or administrator licensed by the Texas Department of Licensing and Regulation. If Buyer purchases a residential service contract, Seller shall reimburse Buyer at closing for the cost of the residential service contract in an amount not exceeding \$_____. Buyer should review any residential service contract for the scope of coverage, exclusions, and limitations. **The purchase of a residential service contract is optional. -Similar coverage may be purchased from various companies authorized to do business in Texas.**

I. CONVERSIONS: -The Property is or is not a conversion building as defined by §82.003, Property Code. -If the Property is a conversion building, the Condominium Conversion Addendum is attached.

J. SELLER'S DISCLOSURE ABOUT GROUNDWATER AND SURFACE WATER RIGHTS (Water Notice):
Access to surface water or groundwater on the Property may be regulated, restricted, or prohibited, including but not limited to the right to drill or operate water wells and the right to withdraw water from surface water sources on or adjoining the Property. The parties shall use the Water Notice published by TREC to identify information related to groundwater and surface water rights. (Check on box only.)

(1) Buyer has received the Water Notice.
 (2) Buyer has not received the Water Notice. Within _____ days after the Effective Date of this contract, Seller shall deliver the Water Notice to Buyer. If Buyer does not receive the Water Notice, Buyer may terminate this contract at any time prior to the closing and the earnest money will be refunded to Buyer. If Seller delivers the Water Notice, Buyer may terminate this contract for any reason within 7 days after Buyer receives the Water Notice or prior to the closing, whichever first occurs, and the earnest money will be refunded to Buyer.

Seller will not deliver the Water Notice to Buyer because all of the following are true:
(a) Seller is not aware of a water well on the Property (in use or not in use);
(b) Seller is not aware of a pond, lake, or water tank on the Property;
(c) Seller is not aware of any certificate of adjudication, certified filing, or permit for surface water rights associated with the Property administered by the Texas Commission on Environmental Quality;
(d) Seller is not aware that any groundwater rights to the Property have been severed, sold, or leased in whole or in part; and
(e) the Property receives water only from the following municipality (City), municipal utility district (MUD) or other special district, water supply corporation (WSC), or private water supply company (PWC): _____

8. BROKERS AND/OR SALES AGENTS DISCLOSURE:

BROKER OR SALES AGENT DISCLOSURE: Texas law requires a real estate broker or sales agent who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the broker or sales agent owns more than 10%, or a trust for which the broker or sales agent acts as a trustee or of

which the broker or sales agent or the broker or sales agent's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: _____

~~BROKERS' FEES: All obligations of the parties for payment of brokers' fees are contained in separate written agreements.~~

9. CLOSING:

- A. The closing of the sale will be on or before _____, 20____ or within 7 days after objections under Paragraph 6C have been cured, whichever date is later (Closing Date). If either party fails to close this sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.
- B. At closing:
 - (1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and shall furnish tax statements or certificates showing no delinquent taxes on the Property;
 - (2) Buyer shall pay the Sales Price in good funds acceptable to the Escrow Agent; and
 - (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents, transfer of any warranties, and other documents reasonably required of them for the closing of the sale and the issuance of the Title Policy.
 - (4) Private transfer fees (as defined by Chapter 5, Subchapter G of the Texas Property Code) will be the obligation of Seller unless provided otherwise in this contract. This paragraph does not apply to fees assessed by the Association.
- C. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back-up offers.
- D. All covenants, representations, and warranties in this contract survive closing.

10. POSSESSION:

- A. Seller shall deliver to Buyer possession of the Property in its present or required condition, ordinary wear and tear excepted:
 - (1) upon closing and funding.
 - (2) according to a temporary residential lease form promulgated by TREC or other written lease required by the parties.
- B. Any possession by Buyer prior to closing or by Seller after closing which is not authorized by a written lease will establish a tenancy at sufferance relationship between the parties. **Consult your insurance agent prior to change of ownership or possession because insurance coverage may be limited or terminated. The absence of a written lease or appropriate insurance coverage may expose the parties to economic loss.**
- C. SMART DEVICES: "Smart Device" means a device that connects to the internet to enable remote use, monitoring, and management of: (i) the Property; (ii) items identified in any Non-Realty Items Addendum; or (iii) items in a Fixture Lease assigned to Buyer. At the time Seller delivers possession of the Property to Buyer, Seller shall:
 - (1) deliver to Buyer written information containing all access codes, usernames, passwords, and applications Buyer will need to access, operate, manage, and control the Smart Devices; and
 - (2) terminate and remove all access and connections to the improvements and accessories from any of Seller's personal devices including but not limited to phones and computers.

11. SPECIAL PROVISIONS: (This paragraph is intended to be used only for additional informational items. An informational item is a statement that completes a blank in a contract form, discloses factual information, or provides instructions. Real estate brokers and sales agents are prohibited from practicing law and shall not add to, delete, or modify any provision of this contract unless drafted by a party to this contract or a party's attorney.)

12. SETTLEMENT AND OTHER EXPENSES:

A. **EXPENSES:** The following expenses must be paid at or prior to closing:

(1) Seller shall pay the following expenses (Seller's Expenses):

(a) releases of existing liens, including prepayment penalties and recording fees; lender, FHA, or VA completion requirements; tax statements or certificates; preparation of deed; one-half of escrow fee; ~~brokerage fees that Seller has agreed to pay~~; and other expenses payable by Seller under this contract; and

~~(b) the following amount to be applied to brokerage fees that Buyer has agreed to pay:~~

~~\$ _____ or _____ % of the Sales Price (check one box only); and~~

~~(c) an amount not to exceed \$ _____ to be applied to other Buyer's Expenses other than brokerage compensation or contributions under paragraph 12B below.~~

(2) Buyer shall pay the following expenses (Buyer's Expenses): Appraisal fees; loan application fees; origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; ~~brokerage fees that Buyer has agreed to pay~~; and other expenses payable by Buyer under this contract.

(3) Buyer shall pay any and all Association fees or other charges resulting from the transfer of the Property not to exceed \$ _____ and Seller shall pay any excess. This paragraph does not apply to: (i) regular periodic maintenance fees, assessments, or dues (including prepaid items) that are prorated by Paragraph 13, and (ii) costs and fees provided by Paragraph 2.

B. **BROKERAGE COMPENSATION:** Brokerage compensation is not set by law and is fully negotiable. Each party shall pay their respective brokers pursuant to the terms of the parties' obligations to compensate their brokers contained in separate written agreements. The contributions under 12B(1) and 12B(2) below shall be applied to and shall not change the parties' obligations to pay compensation pursuant to those agreements. The following contributions must be paid at closing:

(1) Seller will pay (check one box only): \$ _____ or _____ % of the Sales Price to be applied toward the brokerage compensation owed by Buyer to Buyer's broker.

(2) Buyer will pay (check one box only): \$ _____ or _____ % of the Sales Price to be applied toward the brokerage compensation owed by Seller to Seller's broker.

C. ~~If any expense exceeds an amount stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Housing Assistance Program Loan, or other governmental loan program regulations.~~ EXPENSE LIMITATION: If a governmental loan program regulation prohibits Buyer from paying charges or fees, then the amount of any concession in 12A(1)(b) shall be first applied to pay such prohibited expenses and then to other Buyer's Expenses but not brokerage compensation or contribution.

13. PRORATIONS:

A. PRORATIONS: Taxes for the current year, rents, and regular periodic maintenance fees, assessments, and dues (including prepaid items) will be prorated through the Closing Date. The prorations may be calculated taking into consideration any change that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when the tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer will be

obligated to pay taxes for the current year. Cash reserves from regular condominium assessments for deferred maintenance or capital improvements established by the condominium owners' association will not be credited to Seller. Any special assessment due and unpaid at closing will be the obligation of Seller.

B. ROLLBACK TAXES: If the construction of the Property or Seller's change in use of the Property or the Property's common elements before closing results in the assessment of additional taxes, penalties, or interest (Assessments) for periods prior to closing, the Assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.

14. CASUALTY LOSS:

A. Except as provided by Paragraph 14B, if any part of the Property is damaged or destroyed by fire or other casualty, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may:

- (1) terminate this contract and the earnest money will be refunded to Buyer;
- (2) extend the time for performance up to 15 days and closing will be extended as necessary; or
- (3) accept the Property in its damaged condition with an assignment of insurance proceeds, if permitted by Seller's insurance carrier, and receive credit from Seller at closing in the amount of the deductible under the insurance policy.

B. If any part of the Common Elements or the Property's Limited Common Elements is damaged or destroyed by fire or other casualty loss, Buyer will have 7 days from receipt of notice of such casualty loss within which to notify Seller in writing that the contract will be terminated unless Buyer receives written confirmation from the condominium owners' association that the damaged condition will be restored to its previous condition within a reasonable time at no cost to Buyer. Unless Buyer gives such notice within such time, Buyer will be deemed to have accepted the Property without confirmation of such restoration. Seller will have 7 days from the date of receipt of Buyer's notice within which to cause to be delivered to Buyer such confirmation. If required by Buyer and written confirmation is not delivered to Buyer as required above, Buyer may terminate this contract and the earnest money will be refunded to Buyer.

C. Seller's obligations under this Paragraph 14 are independent of any other obligations of Seller under this contract.

15. DEFAULT:

A. If Buyer fails to comply with this contract, Buyer will be in default, and Seller may:

- (1) enforce specific performance, seek such other relief as may be provided by law, or both; or
- (2) terminate this contract and receive earnest money as liquidated damages, thereby releasing both parties from this contract.

B. If, due to factors beyond Seller's control, Seller fails, within the time allowed, to make any non-casualty repairs or deliver the Commitment, Buyer may:

- (1) extend time for performance up to 15 days and the Closing Date will be extended as necessary; or
- (2) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.

C. If Seller fails to comply with this contract for a reason other than a reason stated in Paragraph 15B, Seller will be in default and Buyer may:

- (1) enforce specific performance, seek such other relief as may be provided by law, or both; or
- (2) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.

16. MEDIATION: It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable

mediation service or provider. The parties to the mediation shall bear the mediation costs equally. A party is not precluded from seeking equitable relief from a court of competent jurisdiction.

17. ATTORNEY'S FEES: A Buyer, Seller, Listing Broker, Other Broker, or Escrow Agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.

18. ESCROW:

- A. **ESCROW:** The Escrow Agent is not (1) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract; (2) liable for interest on the earnest money; and (3) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as Escrow Agent. Escrow Agent may require any disbursement made in connection with this contract to be conditioned on Escrow Agent's collection of good funds acceptable to Escrow Agent.
- B. **EXPENSES:** At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, Escrow Agent may: (i) require a written release of liability of the Escrow Agent from all parties before releasing any earnest money; and (ii) require payment of unpaid expenses incurred on behalf of a party. Escrow Agent may deduct authorized expenses from the earnest money payable to a party. "Authorized expenses" means expenses incurred by Escrow Agent on behalf of the party entitled to the earnest money that were authorized by this contract or that party.
- C. **DEMAND:** Upon termination of this contract, the party entitled to the earnest money may request the other party to execute a release of earnest money and deliver it to the party entitled to the earnest money. If either party fails to execute the release, either party may make a written demand to the Escrow Agent for the earnest money. If only one party makes written demand for the earnest money, Escrow Agent shall promptly provide a copy of the demand to the other party. If Escrow Agent does not receive written objection to the demand from the other party within 15 days, Escrow Agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and Escrow Agent may pay the same to the creditors. If Escrow Agent complies with the provisions of this paragraph, each party hereby releases Escrow Agent from all adverse claims related to the disbursal of the earnest money.
- D. **DAMAGES:** Any party who wrongfully fails or refuses to sign a release acceptable to the Escrow Agent within 7 days of receipt of the request will be liable to the other party for (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- E. **NOTICES:** Escrow Agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by Escrow Agent.

19. REPRESENTATIONS: Seller represents: (i) that as of the Closing Date there will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds; and (ii) Seller has no knowledge of any misrepresentation or errors in the Condominium Information Statement or any material changes in the information contained therein. If any representation in this contract is untrue on the Closing Date, Seller will be in default.

20. FEDERAL REQUIREMENTS:

- A. If Seller is a "foreign person", as defined by the Internal Revenue Code and its regulations, or if Seller fails to deliver an affidavit or a certificate of non-foreign status to Buyer that Seller is not a "foreign person", then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver such amount to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.

B. Seller and Buyer shall promptly execute and deliver any statements, documents, and information requested by Escrow Agent required by governmental reporting requirements. Buyer shall pay any charges for gathering and reporting information to governmental agencies.

21. NOTICES: All notices from one party to the other must be in writing. Notices and are effective when mailed to, hand-delivered at, sent by overnight courier to, or transmitted by ~~fax or~~ electronic transmission as follows to the other party or their agent:

To Buyer(s) at:	To Seller(s) at:
Address: _____	Address: _____
Phone(s): _____	Phone(s): _____
Fax: _____	Fax: _____
Email(s): _____	Email(s): _____
With a copy to Buyer's agent at: _____	With a copy to Seller's agent at: _____

To Buyer's agent at:	To Seller's agent at:
Address: _____	Address: _____
Phone: _____	Phone: _____
Email: _____	Email: _____

(Continued on following page)

22. AGREEMENT OF PARTIES: This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda and notices which are a part of this contract are:

Financial

- | | |
|---|--|
| <input type="checkbox"/> Third Party Financing Addendum <input type="checkbox"/> | <input type="checkbox"/> Buyer's Temporary Residential Lease |
| <u>Addendum for Sale of Other Property by Buyer</u> | <input type="checkbox"/> Addendum for Sale of Other Property by Buyer |
| <input type="checkbox"/> Addendum for Sale of Other Property by Buyer | <input type="checkbox"/> Addendum for "Back-Up" Contract |
| <input type="checkbox"/> Addendum Concerning Right to Terminate Due to Lender's Appraisal | <input type="checkbox"/> Addendum for Coastal Area Property |
| <input type="checkbox"/> Seller Financing Addendum | <input type="checkbox"/> Addendum for Property Located Seaward of the Gulf Intracoastal Waterway |
| <input type="checkbox"/> Addendum for Section 1301 Exchange | <input type="checkbox"/> Addendum Authorizing Hydrostatic Testing |
| <input type="checkbox"/> Addendum containing Notice of Obligation to Pay Improvement District Assessment | <input type="checkbox"/> Addendum Concerning Right to Terminate Due to Lender's Appraisal |
| <input type="checkbox"/> Condominium Information Statement | <input type="checkbox"/> Addendum Regarding Residential Leases |
| <input type="checkbox"/> Condominium Conversion Addendum | <input type="checkbox"/> Addendum Regarding Fixture Leases |
| <input type="checkbox"/> Addendum for Seller's Disclosure of Information on Lead-based Paint and Lead-based Paint Hazards | <input type="checkbox"/> Addendum containing Notice of Obligation to Pay Improvement District Assessment |
| <input type="checkbox"/> Environmental Assessment, Threatened or Endangered Species, or Wetlands Addendum | <input type="checkbox"/> Addendum for Section 1301 Exchange |
| | <input type="checkbox"/> Other (list): _____ |

Leases

Addendum Regarding Residential Leases

(TXR-1608) DATE _____ Initialed for Identification by Buyer _____ and Seller _____

Addendum Regarding Fixture Leases

Buyer's Temporary Residential Lease

Additional Tests and Reports

Addendum Authorizing Hydrostatic Testing

Environmental Assessment, Threatened or Endangered Species, or Wetlands Addendum

Statutory Disclosures and Notices

Addendum for Seller's Disclosure of Information on Lead-based Paint and Lead-based Paint Hazards

Addendum for Property Located Seaward of the Gulf Intracoastal Waterway

Addendum for Coastal Area Property

Addendum for Property in a Propane Gas System Service Area

The following utility, water, drainage, public improvement, and other district notices (list all that have been given or are attached):

NOTICE: Seller's failure to provide applicable Statutory Disclosures and Notices may provide Buyer with remedies or rights to terminate this contract.

Other

Condominium Information Statement

Condominium Conversion Addendum

Addendum for "Back-Up" Contract

Other (list):

(Note: Counsel for Texas REALTORS® has determined that any of the foregoing addendum which are promulgated by TREC or published by Texas REALTORS® are appropriate for use with this form.)

23. CONSULT AN ATTORNEY: TREC rules prohibit real estate brokers and sales agents from giving legal advice. READ THIS CONTRACT CAREFULLY. If you do not understand the effect of this contract, consult your attorney BEFORE signing.

Buyer's
Attorney is: _____

Phone: _____
Fax: _____
Email: _____

Seller's
Attorney is: _____

Phone: _____
Fax: _____
Email: _____

EXECUTED the _____ day of _____, 20____ (THE EFFECTIVE DATE).
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

This contract is subject to Chapter 27 of the Texas Property Code. The provisions of that chapter may affect your right to recover damages arising from the performance of this contract. If you have a complaint concerning a construction defect arising from the performance of this contract and that defect has not been corrected through normal warranty service, you must provide the notice required by Chapter 27 of the Texas Property Code to the contractor by certified mail, return receipt requested, not later than the 60th day before the date you file suit to recover damages in a court of law or initiate arbitration. The notice must refer to Chapter 27 of the Texas Property Code and must describe the construction defect. If requested by the contractor, you must provide the contractor an opportunity to inspect and cure the defect as provided by Section 27.004 of the Texas Property Code.

Buyer _____ Seller _____

Buyer _____ Seller _____

Buyer _____ Seller _____

Buyer _____ Seller _____

BROKER INFORMATION
(Print name(s) only. Do not sign.)

The brokers to this sale are:

(Broker Firm) represents Seller only as Seller's agent.

Address: _____
 Broker Firm License No.: _____
 Associate's Name: _____
 Team Name: _____
 Associate's Email: _____
 Associate's Phone No.: _____ Associate's License No.: _____
 License Supervisor of Associate: _____
 Phone No. of Licensed Supervisor: _____ License No.: _____

(Broker Firm) represents Buyer only as Buyer's agent.

Address: _____
 Broker Firm License No.: _____
 Associate's Name: _____
 Team Name: _____
 Associate's Email: _____
 Associate's Phone No.: _____ Associate's License No.: _____
 License Supervisor of Associate: _____
 Phone No. of Licensed Supervisor: _____ License No.: _____

Intermediary

(Broker Firm) represents Seller and Buyer as an intermediary.

Address: _____
 Broker Firm License No.: _____
 Associate's Name (for Seller): _____
 Team Name: _____
 Associate's Email: _____
 Associate's Phone No.: _____ Associate's License No.: _____
 License Supervisor of Associate: _____
 Phone No. of Licensed Supervisor: _____ License No.: _____
 Associate's Name (for Buyer): _____
 Team Name: _____
 Associate's Email: _____
 Associate's Phone No.: _____ Associate's License No.: _____
 License Supervisor of Associate: _____
 Phone No. of Licensed Supervisor: _____ License No.: _____

Other Broker Firm	License No.	Listing Broker Firm	License No.
represents	<input type="checkbox"/> Seller as Listing Broker's subagent	represents	<input type="checkbox"/> Seller and Buyer as an intermediary
	<input type="checkbox"/> Buyer only as Buyer's agent		<input type="checkbox"/> Seller only as Seller's agent

Associate's Name _____ License No. _____ Listing Associate's Name _____ License No. _____

Team Name _____ Team Name _____

Associate's Email Address _____ Phone _____ Listing Associate's Email Address _____ Phone _____

Licensed Supervisor of Associate _____ License No. _____ Licensed Supervisor of Listing Associate _____ License No. _____

Other Broker's Address _____ Phone _____ Listing Broker's Office Address _____ Phone _____

City _____ State _____ Zip _____ City _____ State _____ Zip _____

Selling Associate's Name _____ License No. _____

Team Name _____

Selling Associate's Email Address _____ Phone _____

Licensed Supervisor of Selling Associate _____ License No. _____

Selling Associate's Office Address _____ Phone _____

City _____ State _____ Zip _____

Disclosure: Pursuant to a previous, separate agreement, Listing Broker has agreed to pay Other Broker a fee (\$ _____ or _____ % of the Sales Price). This disclosure is for informational purposes and does not change the previous agreement between brokers to pay or share a commission.

Received by _____
Address: _____
City, State, Zip: _____
Phone: _____
Fax: _____

EARNEST MONEY RECEIPT

Receipt of \$ _____ Earnest-earnest Money-money in the form of _____ is acknowledged.

Escrow Agent: _____ Received by _____ Email Address _____ Date/Time _____
Address: _____ Phone: _____
City, State, Zip: _____ Fax: _____

CONTRACT RECEIPT

Receipt of the Contract-contract is acknowledged.

Escrow Agent: _____ Received by _____ Email Address _____ Date _____
Address: _____ Phone: _____
City, State, Zip: _____ Fax: _____

OPTION FEE RECEIPT

Receipt of \$ _____ (Option Feeoption fee) in the form of _____ is acknowledged.

Escrow Agent _____ Date _____

ADDITIONAL EARNEST MONEY RECEIPT

Receipt of \$ _____ additional Earnest-earnest Money-money in the form of _____ is acknowledged.

Escrow Agent: _____ Received by _____ Email Address _____ Date/Time _____
Address: _____ Phone: _____
City, State, Zip: _____ Fax: _____



NEW RESIDENTIAL CONDOMINIUM CONTRACT
(Incomplete Construction)

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
©Texas Association of REALTORS®, Inc. 2025/2026

1. PARTIES: _____ (Seller) agrees to sell and convey to _____ (Buyer) and Buyer agrees to buy from Seller the Property described below.

2. PROPERTY AND CONDOMINIUM INFORMATION STATEMENT:

A. "Property" means the Condominium Unit _____, in Building _____, of _____, a condominium project located at _____ (Address/Zip Code), City of _____, _____ County, Texas described in the Condominium Declaration and Plat and any amendments thereto of record in said County, together with:
(1) improvements, fixtures, and all other property described in the Construction Documents; and
(2) such Unit's undivided interest in the Common Elements designated by the Declaration, including those areas reserved as Limited Common Elements appurtenant to the Unit and such other rights to use the Common Elements which have been specifically assigned to the Unit in any other manner.
There are _____ parking areas assigned to the Property which are described as: _____

B. "Condominium Information Statement" means the information defined by §82.153, Texas Property Code and if the Property is a conversion building the additional information required by §82.154, Texas Property Code. (Check one box only.)

- Buyer has received a copy of the Condominium Information Statement. Buyer is advised to read the Condominium Information Statement before signing this contract.
Buyer has not received a copy of the Condominium Information Statement. Seller, at Seller's expense, shall deliver the Condominium Information Statement to Buyer within _____ days after the effective date of this contract. Buyer may terminate this contract within 7 days after Buyer receives the Condominium Information Statement by giving written notice of termination to Seller. If Buyer terminates the contract pursuant to this paragraph, the earnest money will be refunded to the Buyer. Buyer retains rights to terminate under Section 82.156, Texas Property Code.

C. Seller is required under §82.153(c), Texas Property Code, to amend the Condominium Information Statement to reflect a material and substantial change in its contents. If the change may adversely affect Buyer:

- Seller, at Seller's expense, shall furnish a copy of the amendment to Buyer before closing; and
Buyer may cancel this contract by providing written notice to Seller within 7 days after Buyer receives the amendment or before closing, whichever is earlier, and the earnest money will be refunded to the Buyer. Buyer retains rights to terminate under Section 82.156, Texas Property Code.

D. If the Condominium Information Statement reveals that the Property is subject to a right of refusal under which the condominium owners association (the Association) or a member of the Association may purchase the Property, the effective date shall be amended to the date that Buyer receives a copy of the Association's certification that: (i) Seller has complied with the requirements under the right of refusal; and (ii) all persons who may exercise the right of refusal have not exercised or have waived the right to buy the Property. If Buyer does not receive the Association's certification within _____ days after the effective date or if the right of refusal is exercised, this contract shall terminate and the earnest money shall be refunded to Buyer. Buyer retains rights to terminate under Section 82.156, Texas Property Code.

3. SALES PRICE:

- A. Cash portion of Sales Price payable by Buyer at closing \$ _____
The term "Cash portion of Sales Price" does not include proceeds from borrowing of any kind or selling other real property except as disclosed in this contract.
- B. Sum of all financing described in the attached: (Check applicable boxes below) . . . \$ _____
 Third Party Financing Addendum
 Seller Financing Addendum
- C. Sales Price (Sum of A and B) \$ _____

4. LEASES:

- A. Except as disclosed in this contract, Seller is not aware of any leases affecting the Property. After the Effective Date, Seller may not, without Buyer's written consent, create a new lease, amend any existing lease, or convey any interest in the Property.
- B. NATURAL RESOURCE LEASES: "Natural Resource Lease" means an existing oil and gas, mineral, geothermal, water, wind, or other natural resource lease affecting the Property to which Seller is a party. Seller is or is not a party to a Natural Resource Lease. If Seller is a party to a Natural Resource Lease, check one of the following:
 (1) Seller has delivered to Buyer a copy of all the Natural Resource Leases.
 (2) Seller has not delivered to Buyer a copy of all the Natural Resource Leases. Seller shall provide to Buyer a copy of all the Natural Resource Leases within 3 days after the Effective Date. Buyer may terminate the contract within _____ days after the date the Buyer receives all the Natural Resource Leases and the earnest money shall be refunded to Buyer.

5. EARNEST MONEY AND TERMINATION OPTION:

- A. DELIVERY OF EARNEST MONEY AND OPTION FEE: Within 3 days after the Effective Date, Buyer must deliver to _____ (Escrow Agent), at _____ (address): \$ _____ as earnest money and \$ _____ as the ~~Option Fee~~ option fee. The earnest money and ~~Option Fee~~ option fee shall be made payable to Escrow Agent and may be paid separately or combined in a single payment.
 - (1) Buyer shall deliver additional earnest money of \$ _____ to Escrow Agent within _____ days after the Effective Date of this contract.
 - (2) If the last day to deliver the earnest money, ~~Option Fee~~ option fee, or the additional earnest money falls on a Saturday, Sunday, or ~~legal~~ Legal ~~holiday~~ holiday, the time to deliver the earnest money, ~~Option Fee~~ option fee, or the additional earnest money, as applicable, is extended until the end of the next day that is not a Saturday, Sunday, or ~~legal~~ Legal ~~holiday~~ holiday. "Legal Holiday" means a legal holiday described in Sections 662.003(a) and 662.003(b)(4) and (6), Texas Government Code.
 - (3) The amount(s) Escrow Agent receives under this paragraph shall be applied first to the ~~Option Fee~~ option fee, then to the earnest money, and then to the additional earnest money.
 - (4) Buyer authorizes Escrow Agent to release and deliver the ~~Option Fee~~ option fee to Seller at any time without further notice to or consent from Buyer, and releases Escrow Agent from liability for delivery of the ~~Option Fee~~ option fee to Seller. The ~~Option Fee~~ option fee will be credited to the Sales Price at closing.
- B. TERMINATION OPTION: For nominal consideration, the receipt of which Seller acknowledges, and Buyer's agreement to pay the ~~Option Fee~~ option fee within the time required, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within _____ days after the Effective Date of this contract (Option Period). Notices under this paragraph must be given by 5:00 p.m. (local time where the Property is located) by the date specified. If Buyer gives notice of termination within the time prescribed: (i) the ~~Option Fee~~ option fee will not be refunded and Escrow Agent shall release any ~~Option Fee~~ option fee remaining with Escrow Agent to Seller; and (ii) any earnest money will be refunded to Buyer.
- C. FAILURE TO TIMELY DELIVER EARNEST MONEY: If Buyer fails to deliver the earnest money within the time required, Seller may terminate this contract or exercise Seller's remedies under Paragraph 15, or both, by providing notice to Buyer before Buyer delivers the earnest money.

- D. FAILURE TO TIMELY DELIVER OPTION FEE: If no dollar amount is stated as the ~~Option Fee~~ option fee or if Buyer fails to deliver the ~~Option Fee~~ option fee within the time required, Buyer shall not have the unrestricted right to terminate this contract under this paragraph 5.
- E. TIME: Time is of the essence for this paragraph and strict compliance with the time for performance is required.

6. TITLE POLICY:

A. TITLE POLICY: Seller shall furnish to Buyer at Seller's Buyer's expense an owner policy of title insurance (Title Policy) issued by _____ (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:

- (1) restrictive covenants common to the platted subdivision in which the Property is located;
- (2) the standard printed exception for standby fees, taxes and assessments;
- (3) liens created as part of the financing described in Paragraph 3;
- (4) terms and provisions of the Condominium Information Statement including the assessments and platted easements;
- (5) reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing;
- (6) the standard printed exception as to marital rights;
- (7) the standard printed exception as to waters, tidelands, beaches, streams, and related matters;
- (8) the standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements; and
- (9) the exception or exclusion regarding minerals approved by the Texas Department of Insurance

B. COMMITMENT:

- (1) Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer:
 - (a) a commitment for title insurance (Commitment); and
 - (b) at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions.
- (2) Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.

C. OBJECTIONS:

- (1) Buyer may object in writing to defects, exceptions, or encumbrances to title: disclosed in the Commitment other than items 6A(1) through 6A(9) above; or which prohibit the following use or activity: _____
- (2) Buyer must object not later than the earlier of: (i) the Closing Date; or (ii) _____ days after buyer receives the Commitment and Exception Documents. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived.
- (3) Provided Seller is not obligated to incur any expense, Seller shall cure any timely objections of Buyer or any third party lender within 15 days after Seller receives the objections (Cure Period) and the Closing Date will be extended as necessary. If objections are not cured within the Cure Period, Buyer may, by delivering notice to Seller within 5 days after the end of the Cure Period: (i) terminate this contract and the earnest money will be refunded to Buyer; or (ii) waive the objections. If Buyer does not terminate within the time required, Buyer shall be deemed to have waived the objections. If the Commitment or survey is revised or any new Exception Document(s) is delivered, Buyer may object to any new matter revealed in the revised Commitment or survey, or new Exception Document(s) within the same time stated in this paragraph to make objections beginning when the revised Commitment, survey, or Exception Document(s) is delivered to Buyer.

D. TITLE NOTICES:

- (1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.
- (2) STATUTORY TAX DISTRICTS: If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49 of the Texas Water Code requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.
- (3) TIDE WATERS: If the Property abuts tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract.
- (4) ANNEXATION: If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.
- (5) PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER: Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.
- (6) PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, Seller must give Buyer written notice as required by §5.014, Property Code. ~~An addendum containing the required notice shall be attached to this contract.~~
- (7) TRANSFER FEES: If the Property is subject to a private transfer fee obligation, §5.205, Property Code, requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.
- (8) PROPANE GAS SYSTEM SERVICE AREA: If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. ~~An addendum containing the notice approved by the Texas Real Estate Commission (TREC) or required by the parties should be used.~~
- (9) NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."
- (10) CERTIFICATE OF MOLD REMEDIATION: If the Property has been remediated for mold, Seller must provide to Buyer each a certificate of mold damage remediation issued under §1958.154, Occupations Code, during the 5 years preceding the sale of the Property.

~~(11) REQUIRED NOTICES: The following notices have been given or are attached to this contract (for example, utility, water, drainage, and public improvement districts): _____~~

~~Seller's Failure to provide applicable statutory notices may provide Buyer with remedies or rights to terminate the contract.~~

7. PROPERTY CONDITION:

- A. **ACCESS AND INSPECTIONS:** Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Any hydrostatic testing must be separately authorized by Seller in writing.
- B. **CONSTRUCTION DOCUMENTS:** Seller shall complete all improvements to the Property with due diligence in accordance with the Construction Documents. "Construction Documents" means the Property's plans and specifications, the finish-out schedules, any change orders, and any allowances related to the plans and specifications, finish-out schedules, and change orders. The Construction Documents have been signed by the parties and are incorporated into this contract by reference.
- C. **COST ADJUSTMENTS:** All change orders must be in writing. Increase in costs resulting from any change orders or items selected by Buyer which exceed the allowances specified in the Construction Documents will be paid by Buyer as follows: _____

A decrease in costs resulting from change orders and unused allowances will reduce the Sales Price, with proportionate adjustments to the amounts in Paragraphs 3A and 3B as required by any lender.

- D. **BUYER'S SELECTIONS:** If the Construction Documents permit selections by Buyer, Buyer's selections will conform to Seller's normal standards as set out in the Construction Documents or will not, in Seller's judgment, adversely affect the marketability of the Property. Buyer will make required selections within _____ days after notice from Seller.
- E. **COMPLETION:** Seller must commence construction no later than _____ days after the effective date of this contract. The improvements will be substantially completed in accordance with the Construction Documents and ready for occupancy not later than _____, 20____. The improvements will be deemed to be substantially completed in accordance with the Construction Documents upon the final inspection and approval by all applicable governmental authorities and any lender (Substantial Completion Date). Construction delays caused by acts of God, fire or other casualty, strikes, boycotts, or nonavailability of materials for which no substitute of comparable quality and price is available, will be added to the time allowed for substantial completion of the construction. However, in no event may the time for substantial completion extend beyond the Closing Date. Seller may substitute materials, equipment, and appliances of comparable quality for those specified in the Construction Documents.
- F. **WARRANTIES:** Except as expressly set forth in this contract a separate writing, or provided by law, Seller makes no other express warranties. Seller agrees to assign to Buyer at closing all assignable manufacturer warranties.
- G. **INSULATION:** As required by Federal Trade Commission Regulations, the information relating to the insulation installed or to be installed in the Property is as follows: *(Check one box only.)*
 - (1) as shown in the attached specifications.
 - (2) as follows:
 - (a) Exterior walls of improved living areas: insulated with _____ insulation to a thickness of _____ inches, which yields an R-Value of _____.
 - (b) Walls in other areas of the Property: insulated with _____ insulation to a thickness of _____ inches, which yields an R-Value of _____.
 - (c) Ceilings in improved living areas: insulated with _____ insulation to a thickness of _____ inches, which yields an R-Value of _____.
 - (d) Floors of improved living areas not applied to a slab foundation: insulated with _____ insulation to a thickness of _____ inches, which yields an R-Value of _____.
 - (e) Other insulated areas: insulated with _____ insulation to a thickness of _____ inches, which yields an R-Value of _____.

All stated R-Values are based on information provided by the manufacturer of the insulation.
- H. **ENVIRONMENTAL MATTERS:** Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes of other environmental hazards or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.
- I. **RESIDENTIAL SERVICE CONTRACTS:** Buyer may purchase a residential service contract from a provider or administrator licensed by the Texas Department of Licensing and Regulation. If Buyer purchases a residential service contract, Seller shall reimburse Buyer at closing for the cost of the

residential service contract in an amount not exceeding \$____. Buyer should review any residential service contract for the scope of coverage, exclusions and limitations. **The purchase of a residential service contract is optional. Similar coverage may be purchased from various companies authorized to do business in Texas.**

J. CONVERSIONS: -The Property is or is not a conversion building as defined by §82.003, Property Code. If the Property is a conversion building, the Condominium Conversion Addendum is attached.

K. SELLER'S DISCLOSURE ABOUT GROUNDWATER AND SURFACE WATER RIGHTS (Water Notice): Access to surface water or groundwater on the Property may be regulated, restricted, or prohibited, including but not limited to the right to drill or operate water wells and the right to withdraw water from surface water sources on or adjoining the Property. The parties shall use the Water Notice published by TREC to identify information related to groundwater and surface water rights. (Check one box only.)

- (1) Buyer has received the Water Notice.
- (2) Buyer has not received the Water Notice. Within _____ days after the Effective Date of this contract, Seller shall deliver the Water Notice to Buyer. If Buyer does not receive the Water Notice, Buyer may terminate this contract at any time prior to the closing and the earnest money will be refunded to Buyer. If Seller delivers the Water Notice, Buyer may terminate this contract for any reason within 7 days after Buyer receives the Water Notice or prior to the closing, whichever first occurs, and the earnest money will be refunded to Buyer.

- (3) Seller will not deliver the Water Notice to Buyer because all of the following are true:
 - (a) Seller is not aware of a water well on the Property (in use or not in use);
 - (b) Seller is not aware of a pond, lake, or water tank on the Property;
 - (c) Seller is not aware of any certificate of adjudication, certified filing, or permit for surface water rights associated with the Property administered by the Texas Commission on Environmental Quality;
 - (d) Seller is not aware that any groundwater rights to the Property have been severed, sold, or leased in whole or in part; and
 - (e) the Property receives water only from the following municipality (City), municipal utility district (MUD) or other special district, water supply corporation (WSC), or private water supply company (PWC):

8. BROKERS AND OR SALES AGENTS DISCLOSURE:

A. BROKER OR SALES AGENT DISCLOSURE: Texas law requires a real estate broker or sales agent who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the broker or sales agent owns more than 10%, or a trust for which the broker or sales agent acts as a trustee or of which the broker or sales agent or the broker or sales agent's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: _____

B. BROKERS' FEES: All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

9. CLOSING:

A. The closing of the sale will be on or before _____, 20____ or within 7 days after objections to matters under Paragraph 6C have been cured, whichever date is later (Closing Date). If either party fails to close this sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.

B. At closing:

- (1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and shall furnish tax statements or certificates showing no delinquent taxes on the Property;
- (2) Buyer shall pay the Sales Price in good funds acceptable to the Escrow Agent; and
- (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents, transfer of any warranties, and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.

- (4) Private transfer fees (as defined by Chapter 5, Subchapter G of the Texas Property Code) will be the obligation of Seller unless provided otherwise in this contract. This paragraph does not apply to fees assessed by the Association.
- C. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back-up offers.
- D. All covenants, representations, and warranties in this contract survive closing.

10. BUYER'S POSSESSION:

- A. Seller shall deliver to Buyer possession of the Property: upon closing and funding according to a temporary residential lease form promulgated by TREC or other written lease required by the parties. Any possession by Buyer prior to closing or by Seller after closing which is not authorized by a written lease will establish a tenancy at sufferance relationship between the parties. **Consult your insurance agent prior to change of ownership or possession because insurance coverage may be limited or terminated. The absence of a written lease or appropriate insurance coverage may expose the parties to economic loss.**
- B. SMART DEVICES: "Smart Device" means a device that connects to the internet to enable remote use, monitoring, and management of: (i) the Property; (ii) items identified in any Non-Realty Items Addendum; or (iii) items in a fixture lease assigned to Buyer. At the time Seller delivers possession of the Property to Buyer, Seller shall:
 - (1) deliver to Buyer written information containing all access codes, usernames, passwords, and applications Buyer will need to access, operate, manage, and control the Smart Devices; and
 - (2) terminate and remove all access and connections to the improvements and accessories from any of Seller's personal devices including but not limited to phones and computers.

11. SPECIAL PROVISIONS: (This paragraph is intended to be used only for additional informational items. An informational item is a statement that completes a blank in a contract form, discloses factual information, or provides instructions. Real estate brokers and sales agents are prohibited from practicing law and shall not add to, delete, or modify any provision of this contract unless drafted by a party to this contract or a party's attorney.)

12. SETTLEMENT AND OTHER EXPENSES:

- A. **EXPENSES:** The following expenses must be paid at or prior to closing:
 - (1) Seller shall pay the following expenses (Seller's Expenses):
 - (a) releases of existing liens, including prepayment penalties and recording fees; lender, FHA, or VA completion requirements; tax statements or certificates; preparation of deed; one-half of escrow fee; ~~brokerage fees that Seller has agreed to pay;~~ and other expenses payable by Seller under this contract; and
 - ~~(b) the following amount to be applied to brokerage fees that Buyer has agreed to pay:~~
 ~~\$ _____ or _____ % of the Sales Price (check one box only); and~~
 - (cb) an amount not to exceed \$ _____ to be applied to other Buyer's Expenses other than brokerage compensation or contributions under paragraph 12B below.
 - (2) Buyer shall pay the following expenses (Buyer's Expenses): Appraisal fees; loan application fees; origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; ~~brokerage fees that Buyer has agreed to pay;~~ and other expenses payable by Buyer under this contract.

(3) Buyer shall pay any and all Association fees or other charges resulting from the transfer of the Property not to exceed \$ _____ and Seller shall pay any excess. This paragraph does not apply to: (i) regular periodic maintenance fees, assessments, or dues (including prepaid items) that are prorated by Paragraph 13, and (ii) costs and fees provided by Paragraph 2.

B. BROKERAGE COMPENSATION: Brokerage compensation is not set by law and is fully negotiable. Each party shall pay their respective brokers pursuant to the terms of the parties' obligations to compensate their brokers contained in separate written agreements. The contributions under 12B(1) and 12B(2) below shall be applied to and shall not change the parties' obligations to pay compensation pursuant to those agreements. The following contributions must be paid at closing:

- (1) Seller will pay (check one box only): \$ _____ or _____ % of the Sales Price to be applied toward the brokerage compensation owed by Buyer to Buyer's broker.
- (2) Buyer will pay (check one box only): \$ _____ or _____ % of the Sales Price to be applied toward the brokerage compensation owed by Seller to Seller's broker.

~~C. If any expense exceeds an amount stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Housing Assistance Program Loan, or other governmental loan program regulations.~~ EXPENSE LIMITATION: If a governmental loan program regulation prohibits Buyer from paying charges or fees, then the amount of any concession in 12A(1)(b) shall be first applied to pay such prohibited expenses and then to other Buyer's Expenses but not brokerage compensation or contribution.

13. PRORATIONS AND ROLLBACK TAXES

- A. PRORATIONS: Taxes for the current year, interest, rents, and regular periodic maintenance fees, assessments, and dues (including prepaid items), will be prorated through the Closing Date. The prorations may be calculated taking into consideration any change that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when the tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer will be obligated to pay taxes for the current year. Cash reserves from regular condominium assessments for deferred maintenance or capital improvements established by the condominium owners' association will not be credited to Seller. Any special assessment due and unpaid at closing will be the obligation of Seller.
- B. ROLLBACK TAXES: If the construction of the Property or Seller's change in use of the Property or the Property's common elements before closing results in the assessment of additional taxes, penalties, or interest (Assessments) for periods prior to closing, the Assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.

14. CASUALTY LOSS:

- A. Except as provided by Paragraph 14B, if any part of the Property is damaged or destroyed by fire or other casualty, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may:
- (1) terminate this contract and the earnest money will be refunded to Buyer;
 - (2) extend the time for performance up to 45 days and closing will be extended as necessary; or
 - (3) accept the Property in its damaged condition with an assignment of insurance proceeds, if permitted by Seller's insurance carrier, and receive credit from Seller at closing in the amount of the deductible under the insurance policy.
- B. If any part of the Common Elements or the Property's Limited Common Elements is damaged or destroyed by fire or other casualty loss, Buyer will have 7 days from receipt of notice of such casualty loss within which to notify Seller in writing that the contract will be terminated unless Buyer receives written confirmation from the condominium owners' association that the damaged condition will be restored to its previous condition within a reasonable time at no cost to Buyer. Unless Buyer gives such notice within such time, Buyer will be deemed to have accepted the Property without confirmation of such restoration. Seller will have 7 days from the date of receipt of Buyer's notice within which to cause to be delivered to Buyer such confirmation. If required by Buyer and written confirmation is not delivered to

Buyer as required above, Buyer may terminate this contract and the earnest money will be refunded to Buyer.

- C. Seller's obligations under this Paragraph 14 are independent of any other obligations of Seller under this contract.

15. DEFAULT:

- A. If Buyer fails to comply with this contract, Buyer will be in default, and Seller may:
- (1) enforce specific performance, seek such other relief as may be provided by law, or both; or
 - (2) terminate this contract and receive earnest money as liquidated damages, thereby releasing both parties from this contract.
- B. If, due to factors beyond Seller's control, Seller fails to substantially complete the improvements by the Closing Date or fails, within the time allowed, to make any non-casualty repairs or deliver the Commitment, Buyer may:
- (1) extend time for performance up to 45 days and the Closing Date will be extended as necessary; or
 - (2) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.
- C. If Seller fails to comply with this contract for a reason other than a reason stated in Paragraph 15B, Seller will be in default and Buyer may:
- (1) enforce specific performance, seek such other relief as may be provided by law, or both; or
 - (2) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.

16. MEDIATION: It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. A party is not precluded from seeking equitable relief from a court of competent jurisdiction.

17. ATTORNEY'S FEES: A Buyer, Seller, Listing Broker, Other Broker, or Escrow Agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.

18. ESCROW:

- A. **ESCROW:** The Escrow Agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money, and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as Escrow Agent. Escrow Agent may require any disbursement made in connection with this contract to be conditioned on Escrow Agent's collection of good funds acceptable to Escrow Agent.
- B. **EXPENSES:** At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, Escrow Agent may: (i) require a written release of liability of the Escrow Agent from all parties before releasing any earnest money; and (ii) require payment of unpaid expenses incurred on behalf of a party. Escrow agent may deduct authorized expenses from the earnest money payable to a party. "Authorized expenses" means expenses incurred by Escrow Agent on behalf of the party entitled to the earnest money that were authorized by this contract or that party.
- C. **DEMAND:** Upon termination of this contract, the party entitled to the earnest money may request the other party to execute a release of earnest money and deliver it to the party entitled to the earnest money. If either party fails to execute the release, either party may make a written demand to the Escrow Agent for the earnest money. If only one party makes written demand for the earnest money, Escrow Agent shall promptly provide a copy of the demand to the other party. If Escrow Agent does not receive written objection to the demand from the other party within 15 days, Escrow Agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and Escrow Agent may pay the same to the creditors. If Escrow Agent

complies with the provisions of this paragraph, each party hereby releases Escrow Agent from all adverse claims related to the disbursement of the earnest money.

- D. DAMAGES: Any party who wrongfully fails or refuses to sign a release acceptable to the Escrow Agent within 7 days of receipt of the request will be liable to the other party for (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- E. NOTICES: Escrow agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by Escrow Agent.

19. REPRESENTATIONS: Seller represents: (i) that as of the Closing Date there will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds; and (ii) Seller has no knowledge of any misrepresentation or errors in the Condominium Information Statement or any material changes in the information contained therein. If any representation in this contract is untrue on the Closing Date, Seller will be in default.

20. FEDERAL REQUIREMENTS:

A. If Seller is a "foreign person", as defined by the Internal Revenue Code and its regulations, or if Seller fails to deliver an affidavit or a certificate of non-foreign status to Buyer that Seller is not a "foreign person", then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver such amount to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.

B. Seller and Buyer shall promptly execute and deliver any statements, documents, and information requested by Escrow Agent required by governmental reporting requirements. Buyer shall pay any charges for gathering and reporting information to governmental agencies.

21. NOTICES: All notices from one party to the other must be in writing. Notices and are effective when mailed to, hand-delivered at, sent by overnight courier to, or transmitted by fax or electronic transmission as follows to the other party or their agent.:

To Buyer(s) at:

To Seller(s) at:

Address:

Address:

Phone(s):

Phone(s):

E-mail/Fax:

E-mail/Fax:

E-mail/Fax:

E-mail/Fax:

With a copy to Buyer's agent at:

With a copy to Seller's agent at:

To Buyer's agent at:

To Seller's agent at:

Address:

Address:

Phone:

Phone:

Email:

Email:

(Continued on following page)

22. AGREEMENT OF PARTIES: This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda and notices which are a part of this contract are:

Financial

- Third Party Financing Addendum
- Addendum for Sale of Other Property by Buyer
- Addendum Concerning Right to Terminate Due to Lender's Appraisal
- Seller Financing Addendum
- Addendum for Section 1301 Exchange
- Addendum containing Notice of Obligation to Pay Improvement District Assessment

Leases

- Addendum Regarding Residential Leases
- Addendum Regarding Fixture Leases
- Buyer's Temporary Residential Lease

Additional Tests and Reports

- Addendum Authorizing Hydrostatic Testing
- Environmental Assessment, Threatened or Endangered Species, or Wetlands Addendum

Statutory Disclosures and Notices

- Addendum for Seller's Disclosure of Information on Lead-based Paint and Lead-based Paint Hazards
- Addendum for Property Located Seaward of the Gulf Intracoastal Waterway
- Addendum for Coastal Area Property
- Addendum for Property in a Propane Gas System Service Area
- The following utility, water, drainage, public improvement, and other district notices (list all that have been given or are attached):

NOTICE: Seller's failure to provide applicable Statutory Disclosures and Notices may provide Buyer with remedies or rights to terminate this contract.

Other

- Condominium Information Statement
- Condominium Conversion Addendum
- Addendum for "Back-Up" Contract
- Other (list):

(Note: Counsel for Texas REALTORS® has determined that any of the foregoing addendum which are promulgated by TREC or published by Texas REALTORS® are appropriate for use with this form.)

- | | |
|---|---|
| <ul style="list-style-type: none"> <input type="checkbox"/> Third Party Financing Addendum <input type="checkbox"/> Seller Financing Addendum <input type="checkbox"/> Condominium Information Statement <input type="checkbox"/> Condominium Conversion Addendum <input type="checkbox"/> Addendum for Seller's Disclosure of Information on Lead-based Paint and Lead-based Paint Hazards <input type="checkbox"/> Environmental Assessment, Threatened or Endangered Species, or Wetlands Addendum <input type="checkbox"/> Buyer's Temporary Residential Lease <input type="checkbox"/> Addendum for Sale of Other Property by Buyer <input type="checkbox"/> Addendum for "Back-Up" Contract <input type="checkbox"/> Addendum for Coastal Area Property | <ul style="list-style-type: none"> <input type="checkbox"/> Addendum for Property Located Seaward of the Gulf Intracoastal Waterway <input type="checkbox"/> Addendum Authorizing Hydrostatic Testing <input type="checkbox"/> Addendum Concerning Right to Terminate Due to Lender's Appraisal <input type="checkbox"/> Addendum Regarding Residential Leases <input type="checkbox"/> Addendum Regarding Fixture Leases <input type="checkbox"/> Addendum containing Notice of Obligation to Pay Improvement District Assessment <input type="checkbox"/> Addendum for Section 1301 Exchange <input type="checkbox"/> Other (list): _____ _____ _____ |
|---|---|

~~(Note: Counsel for Texas REALTORS® has determined that any of the foregoing addendum which are promulgated by TREC or published by Texas REALTORS® are appropriate for use with this form.)~~

23. CONSULT AN ATTORNEY: TREC Rules prohibit real estate brokers and sales agents from giving legal advice. READ THIS CONTRACT CAREFULLY. If you do not understand the effect of this contract, consult your attorney BEFORE signing.

Buyer's
Attorney is: _____

Phone: _____

Fax: _____

Email: _____

Seller's
Attorney is: _____

Phone: _____

Fax: _____

Email: _____

EXECUTED the _____ day of _____, 20____ (THE EFFECTIVE DATE).
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

This contract is subject to Chapter 27 of the Texas Property Code. The provisions of that chapter may affect your right to recover damages arising from the performance of this contract. If you have a complaint concerning a construction defect arising from the performance of this contract and that defect has not been corrected through normal warranty service, you must provide the notice required by Chapter 27 of the Texas Property Code to the contractor by certified mail, return receipt requested, not later than the 60th day before the date you file suit to recover damages in a court of law or initiate arbitration. The notice must refer to Chapter 27 of the Texas Property Code and must describe the construction defect. If requested by the contractor, you must provide the contractor an opportunity to inspect and cure the defect as provided by Section 27.004 of the Texas Property Code.

Buyer

Seller

Buyer

Seller

BROKER INFORMATION
(Print name(s) only. Do not sign.)

The brokers to this sale are:

(Broker Firm) represents Seller only as Seller's agent.

Address: _____

Broker Firm License No.: _____

Associate's Name: _____

Team Name: _____

Associate's Email: _____

Associate's Phone No.: _____ Associate's License No.: _____

License Supervisor of Associate: _____

Phone No. of Licensed Supervisor: _____ License No.: _____

(Broker Firm) represents Buyer only as Buyer's agent.

Address: _____

Broker Firm License No.: _____

Associate's Name: _____

Team Name: _____

Associate's Email: _____

Associate's Phone No.: _____ Associate's License No.: _____

License Supervisor of Associate: _____

Phone No. of Licensed Supervisor: _____ License No.: _____

Intermediary

(Broker Firm) represents Seller and Buyer as an intermediary.

Address: _____

Broker Firm License No.: _____

Associate's Name (for Seller): _____

Team Name: _____

Associate's Email: _____

Associate's Phone No.: _____ Associate's License No.: _____

License Supervisor of Associate: _____

Phone No. of Licensed Supervisor: _____ License No.: _____

Associate's Name (for Buyer): _____

Team Name: _____

Associate's Email: _____

Associate's Phone No.: _____ Associate's License No.: _____

License Supervisor of Associate: _____

Phone No. of Licensed Supervisor: _____ License No.: _____

Other Broker Firm	License No.	Listing Broker Firm	License No.
represents <input type="checkbox"/>	Seller as Listing Broker's subagent	represents <input type="checkbox"/>	Seller and Buyer as an intermediary
<input type="checkbox"/>	Buyer only as Buyer's agent	<input type="checkbox"/>	Seller only as Seller's agent

New Residential Condominium Contract concerning Unit No. _____ at _____

Associate's Name _____ License No. _____ Listing Associate's Name _____ License No. _____

Team Name _____ Team Name _____

Associate's Email Address _____ Phone _____ Listing Associate's Email Address _____ Phone _____

Licensed Supervisor of Associate _____ License No. _____ Licensed Supervisor of Listing Associate _____ License No. _____

Other Broker's Address _____ Phone _____ Listing Broker's Office Address _____ Phone _____

City _____ State _____ Zip _____ City _____ State _____ Zip _____

Selling Associate's Name _____ License No. _____

Team Name _____

Selling Associate's Email Address _____ Phone _____

Licensed Supervisor of Selling Associate _____ License No. _____

Selling Associate's Office Address _____ Phone _____

City _____ State _____ Zip _____

Disclosure: Pursuant to a previous, separate agreement, Listing Broker has agreed to pay Other Broker a fee (\$ _____ or _____ % of the Sales Price). This disclosure is for informational purposes and does not change the previous agreement between brokers to pay or share a commission.

EARNEST MONEY RECEIPT

Receipt of _____ Earnest-earnest Money-money in the form of _____ is acknowledged.

Escrow Agent: _____
Received by _____ Email Address _____ Date/Time _____

Address: _____ Phone: _____

City, State, Zip: _____ Fax: _____

CONTRACT RECEIPT

Receipt of the Contract-contract is acknowledged.

Escrow Agent: _____
Received by _____ Email Address _____ Date/Time _____

Address: _____ Phone: _____

City, State, Zip: _____ Fax: _____

OPTION FEE RECEIPT

Receipt of \$ _____ (Option Feeoption fee) in the form of _____ is acknowledged.

Escrow Agent _____ Date _____

ADDITIONAL EARNEST MONEY RECEIPT

Receipt of \$ _____ additional Earnest-earnest Money-money in the form of _____ is acknowledged.

Escrow Agent: _____
Received by _____ Email Address _____ Date/Time _____

Address: _____ Phone: _____

City, State, Zip: _____ Fax: _____



BUYER'S WALK-THROUGH, CONFIRMATION, AND ACCEPTANCE FORM

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
©Texas Association of REALTORS®, Inc. 20222028

CONCERNING THE PROPERTY AT

NOTICE TO BUYER: The contract provides that the Seller will deliver possession of the Property to the Buyer in its present or required condition, ordinary wear and tear excepted. Before closing, the Buyer should verify that the condition of the Property meets the terms of the contract.

A. Inspections:

- (1) The Property was inspected by an inspector or inspectors of Buyer's choice. Buyer has reviewed the inspection report(s).
- (2) Buyer has chosen not to have the Property inspected.

B. Reinspections:

- (1) After completion of agreed repairs, the Property was inspected by an inspector or inspectors of Buyer's choice. Buyer has reviewed the inspection report(s).
- (2) Buyer has chosen not to have the Property reinspected.

C. Residential Service Contract:

- (1) Buyer has purchased a residential service contract.
- (2) Buyer has chosen not to purchase a residential service contract.

D. Before Closing Walk-Through:

- (1) Buyer has walked through and reviewed the Property before closing on _____.
- (2) Buyer chooses not to walk through or review the Property before closing.

E. Sight Unseen:

- (1) Buyer has physically visited and reviewed the Property in person.
- (2) Buyer chooses not to physically visit or review the Property in person ~~and is purchasing the Property sight unseen.~~

F. Acceptance: Buyer accepts the Property in its present condition.

NOTICE TO BUYER: The brokers have no knowledge of any defects in the Property other than what has been disclosed in the Seller's Disclosure Notice or other written information the brokers may have provided. The brokers have no duty to inspect the property for unknown defects. It is the Buyer's responsibility to have inspections completed.

Buyer _____

Date _____

Buyer _____

Date _____



RESIDENTIAL CONTRACT CRITICAL DATE LIST

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
©Texas Association of REALTORS®, Inc. 2026

FOR THE RESIDENTIAL CONTRACT CONCERNING THE PROPERTY AT

Seller: _____

Buyer: _____

The following list of critical dates is provided as a service and is informational only. The dates are not a legal interpretation of the contract and do not amend or modify the terms of the contract. There may be a different legal interpretation of the dates. There may be other critical dates contained in the contract. Broker assumes no liability in connection with the accuracy of the dates listed below, please contact your attorney for verification of the critical dates.

EFFECTIVE DATE: (Page 9)..... _____

EARNEST MONEY

Buyer's delivery of earnest money (Paragraph 5.A.) *

Buyer's delivery of additional earnest money (Paragraph 5.A.1.) *

TERMINATION OPTION PERIOD

Buyer's delivery of termination option fee (Paragraph 5.A.) *

Buyer delivers notice of termination by 5:00 p.m. (Paragraph 5.B.) _____

FINANCING: (from Third Party Financing Addendum (TXR-1901))

Buyer's termination for failure to obtain buyer approval (Paragraph 2.A.) _____

Buyer's termination for failure to obtain property approval (Paragraph 2.B.) _____

Buyer's termination due to appraised value (TXR-1948 Paragraph 3) _____

OTHER: _____

OTHER: _____

TITLE POLICY, SURVEY, AND STATUTORY NOTICES

Seller's delivery of title commitment and documents (Paragraph 6.B.)..... _____

Delivery of survey (Paragraph 6.C.) _____

Buyer's notice of objections (Paragraph 6.D.)..... _____

Seller's cure of objections (Paragraph 6.D.) **

Receipt of Subdivision Information (TXR-1922)..... _____

OTHER: _____

OTHER: _____

CLOSING DATE (Paragraph 9.A.) _____

* Dates falling on Saturday, Sunday or ~~federal reserve bank~~ a Legal Holiday are extended to the next business day. "Legal Holiday" means a legal holiday described in Texas Government Code §§ 662.003(a) and 662.003(b)(4) and (6).

** Deadline may be adjusted based upon completion of preceding events.



COMPENSATION AGREEMENT BETWEEN BROKERS FARM AND RANCH

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®. INC. IS NOT AUTHORIZED.
©Texas Association of REALTORS®, Inc., 2026

Note: Written authorization from Seller for Listing Broker to share compensation with Cooperating Broker is required. Written authorization may be provided in Paragraph 5A(2) of the Farm and Ranch Listing Agreement (TXR 1201). DO NOT USE THIS FORM WITHOUT WRITTEN AUTHORIZATION FROM SELLER.

- 1. **PARTIES:** The parties to this Agreement are:
 Listing/Principal Broker: _____
 Full Address: _____
 Phone: _____ E-Mail/Fax: _____
 Cooperating Broker: _____
 Full Address: _____
 Phone: _____ E-Mail/Fax: _____

- 2. **PROPERTY:** "Property" means the following land, improvements, accessories, and crops described below except for any exclusions, exceptions, or reservations:
 Full Address or Description: _____

 or as described in an attached exhibit.

- 3. **REGISTRATION:** Cooperating Broker registers _____ (Client) with Listing/Principal Broker. Listing/Principal Broker represents the owner of the Property (Owner), and Cooperating Broker represents Client.

- 4. **TERM:** This Agreement begins on _____ and ends at 11:59 pm on _____.

- 5. **COOPERATING BROKER'S FEES:** Compensation paid to brokers or the sharing of compensation between brokers is not set by law nor fixed, controlled, recommended, or suggested by Texas REALTORS®, any Multiple Listing Service (MLS), or any listing service. Compensation paid to brokers is fully negotiable. Each broker independently determines their fees.

A. **Fees:** When Earned and Payable, Listing/Principal Broker will pay Cooperating Broker (complete all that apply):
 (1) _____ % of the sales price or a flat fee of \$ _____.
 (2) _____.

B. **Earned and Payable:** Cooperating Broker's fees are Earned when Client enters into a binding agreement during the Term to buy all or part of the Property at any price. Cooperating Broker's fees are Payable (i) if Cooperating Broker is the procuring cause of the sale and (ii) when a sale closes, either during the Term or after it ends. Listing/Principal Broker is not obligated to pay Cooperating Broker any fee if, through no fault of the Listing/Principal Broker and in the exercise of good faith and reasonable care, it was impossible or financially unfeasible for the Listing/Principal Broker to collect its fee under the separate agreement with Owner. **Any escrow or closing agent is authorized to pay Cooperating Broker's fee from Listing/Principal Broker's fee at closing.**

C. **Related Parties:** If a related party of Client agrees to purchase all or part of the Property during the Term, Cooperating Broker will be entitled to all compensation under this Agreement as if Client had acquired the Property. "Related party" means any assignee of Client, any spouse, domestic partner, family member, or relation of Client; any officer, director, shareholder, partner, or member of Client; any entity directly or indirectly owned or controlled by Client, in whole or part; any entity that directly or indirectly owns or controls Client, in whole or part; and any trust for which Client is a trustee, settlor, grantor, or beneficiary.

- 6. **ENTIRE AGREEMENT:** This Agreement is the entire agreement of the parties and may not be changed except by written agreement. This Agreement supersedes any prior agreement between the parties concerning the same subject matter.

Listing/Principal Broker's Printed Name License No.

Cooperating Broker's Printed Name License No.

Listing/Principal Broker's Signature Date
(or Broker's Associate)

Cooperating Broker's Signature Date
(or Broker's Associate)

Listing/Principal Broker's Associate's Printed Name License No.

Cooperating Broker's Associate's Printed Name License No.



WIRE FRAUD WARNING

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
©Texas Association of REALTORS®, Inc. 20182026

~~Buyers and Sellers~~ Consumers Beware: Criminals are targeting real estate transactions. Don't be a victim of wire fraud.

What is wire fraud and how does it occur? Criminals are targeting real estate transactions by gaining access to electronic communications or sending emails that appear to be from a real estate agent, a title company, a lender, or another trusted source. These fraudulent emails seem legitimate and direct you to wire funds to a fraudulent account. Once you wire funds to the fraudulent account, your money is gone.

How can you protect yourself from wire fraud? You should not send personal information, such as bank account numbers or other financial information, via email or other unsecured electronic communication.

If you receive any electronic communication regarding wiring instructions, even if the communication appears to come from a legitimate source, you should verify the communication's authenticity prior to the transfer of funds in person or via phone call using a recognized phone number that is not found in the communication.

Notice: This brokerage will never use any electronic communications, such as email, text messages, or social media messages, to ask you to wire funds or provide personal information.

If you think you are being targeted in a wire fraud scam, immediately notify law enforcement, your lender, the title company, and your agent.

This form was provided by:

By signing below I acknowledge that I received, read, and understand this information and notice.

Broker's Printed Name
Date

~~E-Seller~~ ~~E-Buyer~~ Consumer

By: _____
Broker's Associate's Signature
Date

~~E-Seller~~ ~~E-Buyer~~ Consumer