



SELLER'S DISCLOSURE NOTICE

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A seller must disclose known material information concerning the condition of the Property. 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 (LP) Gas:				Pool Equipment				Public Sewer System			
-LP Community (Captive)				Pool Maint. Accessories							
-LP on Property				Pool Heater							

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:

Concerning the Property at _____

Item	Y	N	U	Additional Information
Solar Panels				<input type="checkbox"/> owned <input type="checkbox"/> leased from:
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		

Condition	Y	N
Historic Property Designation		
Previous Foundation Repairs		
Previous Roof Repairs <u>or Replacement</u>		
Previous Other Structural Repairs		
Previous Use of Premises for Manufacture of Methamphetamine		
<u>A private road on or adjoining the Property that a buyer will be financially responsible for maintaining</u>		
<u>Alkali-Silica Reaction (ASR) or "Concrete Cancer"</u>		

Condition	Y	N
Previous Fires		
Single Blockable Main Drain in Pool/Hot Tub/Spa*		
<u>Subsurface Structure or Pits</u>		
<u>Underground Storage Tanks**</u>		
<u>Aboveground Storage Tanks**</u>		
<u>Aboveground Storage Tanks on the Property that hold 500 gal. or more and have stored petroleum products or other chemicals**</u>		
<u>Conservation Easements***</u>		

If the answer to any of the items in Section 3 is yes or other, 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 that 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
<u>The Property is presently covered by insurance.</u>		
<u>The Property is presently covered by flood insurance.*</u>		
<u>The Property is presently covered by windstorm insurance.</u>		
<u>You (Seller) have been unable to insure the Property for any reason.</u>		

*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: _____

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: _____

Section 58. 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.

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 6. 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): _____

*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).

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 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

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

Concerning the Property at _____

- (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: _____	



APPROVED BY THE TEXAS REAL ESTATE COMMISSION (TREC)



SELLER'S DISCLOSURE NOTICE

CONCERNING THE PROPERTY AT _____
(Street Address and City)

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 PURCHASER MAY WISH TO OBTAIN. IT IS NOT A WARRANTY OF ANY KIND BY SELLER OR SELLER'S AGENTS.

Seller is is not occupying the Property. If unoccupied, how long since Seller has occupied the Property? _____

1. The Property has the items checked below [Write Yes (Y), No (N), or Unknown (U)]:

- Range
 - Dishwasher
 - Washer/Dryer Hookups
 - Security System
 - TV Antenna
 - Ceiling Fan(s)
 - Central A/C
 - Plumbing System
 - Patio/Decking
 - Pool
 - Pool Equipment
 - Fireplace(s) & Chimney (Wood burning)
 - Natural Gas Lines
 - Liquid Propane Gas: LP Community (Captive) LP on Property
 - Fuel Gas Piping: Black Iron Pipe Corrugated Stainless Steel Tubing Copper
 - Garage: Attached Not Attached Carport
 - Garage Door Opener(s): Electronic Control(s)
 - Water Heater: Gas Electric
 - Water Supply: City Well MUD Co-op
- Oven
 - Trash Compactor
 - Window Screens
 - Fire Detection Equipment
 - Smoke Detector
 - Smoke Detector-Hearing Impaired
 - Carbon Monoxide Alarm
 - Emergency Escape Ladder(s)
 - Cable TV Wiring
 - Attic Fan(s)
 - Central Heating
 - Septic System
 - Outdoor Grill
 - Sauna
 - Pool Heater
- Microwave
 - Disposal
 - Rain Gutters
 - Intercom System
 - Satellite Dish
 - Exhaust Fan(s)
 - Wall/Window Air Conditioning
 - Public Sewer System
 - Fences
 - Spa Hot Tub
 - Automatic Lawn Sprinkler System
 - Fireplace(s) & Chimney (Mock)
 - Gas Fixtures

Roof Type: _____ Age: _____ (approx.)

Are you (Seller) aware of any of the above items that are not in working condition, that have known defects, or that are in need of repair? Yes No Unknown. If yes, then describe. (Attach additional sheets if necessary): _____

2. Does the property have working smoke detectors installed in accordance with the smoke detector requirements of Chapter 766, Health and Safety Code?* Yes No Unknown. If the answer to this question is 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 the installation. The parties may agree who will bear the cost of installing the smoke detectors and which brand of smoke detectors to install.

3. Are you (Seller) aware of any known defects/malfunctions in any of the following? Write Yes (Y) if you are aware, write No (N) if you are not aware.

- | | | |
|--|---|--|
| <input type="checkbox"/> Interior Walls | <input type="checkbox"/> Ceilings | <input type="checkbox"/> Floors |
| <input type="checkbox"/> Exterior Walls | <input type="checkbox"/> Doors | <input type="checkbox"/> Windows |
| <input type="checkbox"/> Roof | <input type="checkbox"/> Foundation/Slab(s) | <input type="checkbox"/> Sidewalks |
| <input type="checkbox"/> Walls/Fences | <input type="checkbox"/> Driveways | <input type="checkbox"/> Intercom System |
| <input type="checkbox"/> Plumbing/Sewers/Septics | <input type="checkbox"/> Electrical Systems | <input type="checkbox"/> Lighting Fixtures |
| <input type="checkbox"/> Other Structural Components (Describe): _____ | | |

If the answer to any of the above is yes, explain. (Attach additional sheets if necessary): _____

4. Are you (Seller) aware of any of the following conditions? Write Yes (Y) if you are aware, write No (N) if you are not aware.

- | | |
|---|--|
| <input type="checkbox"/> Active Termites (includes wood destroying insects) | <input type="checkbox"/> Previous Structural or Roof Repair |
| <input type="checkbox"/> Termite or Wood Rot Damage Needing Repair | <input type="checkbox"/> Hazardous or Toxic Waste |
| <input type="checkbox"/> Previous Termite Damage | <input type="checkbox"/> Asbestos Components |
| <input type="checkbox"/> Previous Termite Treatment | <input type="checkbox"/> Urea-formaldehyde Insulation |
| <input type="checkbox"/> Improper Drainage | <input type="checkbox"/> Radon Gas |
| <input type="checkbox"/> Water Damage Not Due to a Flood Event | <input type="checkbox"/> Lead Based Paint |
| <input type="checkbox"/> Landfill, Settling, Soil Movement, Fault Lines | <input type="checkbox"/> Aluminum Wiring |
| <input type="checkbox"/> Single Blockable Main Drain in Pool/Hot Tub/Spa* | <input type="checkbox"/> Previous Fires |
| | <input type="checkbox"/> Unplatted Easements |
| | <input type="checkbox"/> Subsurface Structure or Pits |
| | <input type="checkbox"/> Previous Use of Premises for Manufacture of Methamphetamine |

If the answer to any of the above is yes, explain. (Attach additional sheets if necessary): _____

* A single blockable main drain may cause a suction entrapment hazard for an individual.

Seller's Disclosure Notice Concerning the Property at _____ Page 3
(Street Address and City)

5. Are you (Seller) aware of any item, equipment, or system in or on the Property that is in need of repair? Yes (if you are aware)
 No (if you are not aware). If yes, explain (attach additional sheets if necessary). _____

6. Are you (Seller) aware of any of the following conditions?* Write Yes (Y) if you are aware, write No (N) if you are not aware.
- ____ 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 water penetration into a structure on the property due to a natural flood event

Write Yes (Y) if you are aware, and check wholly or partly as applicable, write No (N) if you are not aware.

- ____ 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

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

*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 of 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.

7. 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): _____

*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).

8. 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 as necessary): _____

Seller's Disclosure Notice Concerning the Property at _____ (Street Address and City) Page 4

9. Are you (Seller) aware of any of the following? Write Yes (Y) if you are aware, write No (N) if you are not aware.

- _____ Room additions, structural modifications, or other alterations or repairs made without necessary permits or not in compliance with building codes in effect at that time.
- _____ Homeowners' Association or maintenance fees or assessments.
- _____ Any "common area" (facilities such as pools, tennis courts, walkways, or other areas) co-owned in undivided interest with others.
- _____ Any notices of violations of deed restrictions or governmental ordinances affecting the condition or use of the Property.
- _____ Any lawsuits directly or indirectly affecting the Property.
- _____ Any condition on the Property which materially affects the physical health or safety of an individual.
- _____ 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.
- _____ Any portion of the property that is located in a groundwater conservation district or a subsidence district.

_____ Any conservation easements located on the Property.
"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.

_____ The Property is presently covered by insurance.
The Property is presently covered by windstorm insurance.

_____ Seller has been unable to insure the Property for any reason.

_____ A private road on or adjoining the Property for which Seller is financially responsible for maintaining.
Any aboveground or underground storage tanks on the Property. (If yes, see 30 Texas Administrative Code Chapter 334 for additional disclosure requirements.)

_____ Any aboveground storage tanks on the Property that hold 500 gallons or more and have stored petroleum products or other chemicals.

If the answer to any of the above is yes, explain. (Attach additional sheets if necessary): _____

- 10. 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 maybe required for repairs or improvements. Contact the local government with ordinance authority over construction adjacent to public beaches for more information.
- 11. 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.

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

The undersigned purchaser hereby acknowledges receipt of the foregoing notice.

Signature of Purchaser _____ Date _____ Signature of Purchaser _____ Date _____



This form was prepared by the Texas Real Estate Commission in accordance with Texas Property Code § 5.008(b) and is to be used in conjunction with a contract for the sale of real property entered into on or after September 1, 2023. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 512-936-3000 (<http://www.trec.texas.gov>) TREC NO. 55-1 [55-0]. This form replaces 55-0 [OP-H].



INFORMATION ABOUT ON-SITE SEWER FACILITY

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

CONCERNING THE PROPERTY AT _____

A. DESCRIPTION OF ON-SITE SEWER FACILITY ON PROPERTY:

- (1) Type of Treatment System: Septic Tank Aerobic Treatment Unknown

- (2) Type of Distribution System: _____ Unknown
- (3) Approximate Location of Drain Field or Distribution System: _____ Unknown

- (4) Installer: _____ Unknown
- (5) Approximate Age: _____ Unknown

B. MAINTENANCE INFORMATION:

- (1) Is Seller aware of any maintenance contract in effect for the on-site sewer facility? Yes No
If yes, name of maintenance contractor: _____
Phone: _____ contract expiration date: _____
(Maintenance contracts must be in effect to operate aerobic treatment and certain non-standard on-site sewer facilities.)
- (2) Approximate date any tanks were last pumped? _____
- (3) Is Seller aware of any defect or malfunction in the on-site sewer facility? Yes No
If yes, explain: _____

- (4) Does Seller have manufacturer or warranty information available for review? Yes No

C. PLANNING MATERIALS, PERMITS, AND CONTRACTS:

- (1) The following items concerning the on-site sewer facility are attached:
 planning materials permit for original installation final inspection when OSSF was installed
 maintenance contract manufacturer information warranty information _____
- (2) "Planning materials" are the supporting materials that describe the on-site sewer facility that are submitted to the permitting authority in order to obtain a permit to install the on-site sewer facility.
- (3) **It may be necessary for a buyer to have the permit to operate an on-site sewer facility transferred to the buyer.**



SELLER'S DISCLOSURE ABOUT GROUNDWATER AND SURFACE WATER RIGHTS



THIS NOTICE IS A DISCLOSURE OF SELLER'S KNOWLEDGE ABOUT GROUNDWATER AND SURFACE WATER RIGHTS ON 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 OR SELLER'S AGENTS.

CONCERNING THE PROPERTY AT: _____
(Street Address and City)

1. Definitions. For the purposes of this form the following definitions, with notes, apply:

- A. **"Groundwater"** means water percolating below the surface of the earth. Groundwater is usually found in subsurface reservoirs or aquifers and is accessed by Water Wells.
[Note: Unless severed from the surface estate, Groundwater is owned by the surface landowner who may be able to access the Groundwater by drilling a Water Well in compliance with the law and rules of the applicable Groundwater District, if any.]
- B. **"Groundwater District"** means a local or regional Groundwater Conservation District, Underground Water Conservation District, Subsidence District, or other special district or authority that regulates the drilling or operation of Water Wells.
[Note: Not all land in Texas is subject to a Groundwater District.]
- C. **"Surface Water"** means water in lakes, rivers, creeks, streams, and in the bays, estuaries, and arms of the Gulf of Mexico.
- D. **"Surface Water Rights"** means a permit, certified filing, or certificate of adjudication administered by the Texas Commission on Environmental Quality (TCEQ) that authorizes the diversion, impoundment, or use of Surface Water.
[Note: Not all diversions, impoundments, or uses of Surface Water require a Surface Water Right.]
- E. **"Water Well"** means an artificial excavation that is drilled or dug for the purpose of exploring for or producing Groundwater.
[Note: The drilling and operation of a Water Well may be regulated, restricted, or prohibited in a Groundwater District. Subdividing a property may impact rights related to drilling or operating a Water Well. A Water Well may be owned and operated by individuals, groups, cooperatives, associations, or other entities.]

2. Information Related to Groundwater and Water Wells. [Attach additional sheets as necessary.]

- A. Is any portion of the Property located in a Groundwater District? Yes No Unknown
 If yes, identify the district and its website: _____
- B. Is Seller aware of one or more Water Wells on the Property? Yes No
 If yes:
 - (1) The total number of Water Wells known to Seller is _____
 - (2) The number of Water Wells known to Seller that are currently in use is _____
 - (3) The number of Water Wells known to Seller that are not currently in use and have been capped, covered, plugged, or abandoned is _____
 - (4) Identify any registrations or permits (by number) from a Groundwater District for the Water Wells on the Property: _____
- C. If the answer to 2B is yes, complete the following to the extent known.
 - (1) All Water Wells on the Property are owned or operated solely by Seller for the sole benefit of the Property.
 - (2) The following Water Wells: (i) are owned or operated by the person identified; (ii) benefit the identified beneficiary; and (iii) are governed by the identified agreements or understandings (attach additional sheets for each Water Well):
 - Water Well: _____
 - Owners/Operators: _____
 - Beneficiary: _____
 - Agreement or Understanding: _____

Initialed for identification by Buyer _____ and Seller _____

(Address of Property)

D. Is Seller aware whether the Property receives water from a Water Well located on another property (not including water from a city, municipal utility district or other special district, water supply corporation, or private water company)? Yes No If yes, describe the Water Well and identify any agreements or understandings governing access to the water: _____

E. Is Seller aware whether a Water Well on the Property relies in whole or in part on Groundwater rights owned or leased from land outside the boundaries of the Property? Yes No If yes, describe the Groundwater rights owned or leased: _____

F. Is Seller aware whether any of the Groundwater rights to the Property have been severed, sold, or leased in whole or in part with or without the right to drill or operate a Water Well on the Property? Yes No If yes, describe the Groundwater rights severed, sold, or leased: _____

3. Information Related to Surface Water: [Attach additional sheets as necessary.]

A. Does Seller own any Surface Water Right associated with the Property Yes No

If yes:

(1) Identify the applicable Surface Water Right by its permit, filing, or certification of adjudication number: _____

(2) If more than one person owns an interest in any Surface Water Right identified in 3A(1), identify each person and their respective ownership interest: _____

B. Is there a pond, lake, or water tank on the Property, whether currently with or without water?

Yes No

Notices to Buyer and Seller:

- (1) Statutes, rules, regulations, and court rulings concerning Groundwater, Water Wells, Groundwater rights, surface water, and Surface Water Rights (collectively, **Water Rights**) are multifaceted and may be complex.
- (2) The Seller may not have complete knowledge or understanding of the Water Rights related to or affecting the Property.
- (3) Water Rights that relate to the Property may be held by others. To determine the extent and application of Water Rights related to Property, consult an attorney who can examine the title to the Property and issues regarding Water Rights.
- (4) Rules and regulations of Groundwater Districts regarding Water Wells differ from district to district and should be reviewed if the Property has an existing or potential future Water Well. Some Groundwater Districts have ad valorem taxing authority and others do not. Consult the local Appraisal District for applicable taxes and tax rates.
- (5) If the parties need or intend to reserve, specifically except, or separately convey Water Rights related to the Property, each party should consult an attorney before signing a binding contract to purchase or sell the Property.

Seller Date

Seller Date

Buyer Date

Buyer Date



This form has been approved by the Texas Real Estate Commission for use with similarly approved or promulgated contract forms. Such approval relates to this form only. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (<http://www.trec.texas.gov>) TREC No. 61-0.



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.
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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



TERMINATION OF BUYER/TENANT REPRESENTATION AGREEMENT

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Notice: This termination is only effective when signed by both Client and Broker.

A. Prior Agreement: On or about _____, Client and Broker entered into a Buyer/Tenant Representation Agreement (the agreement):

B. Termination Date: The parties terminate the agreement at 11:59 p.m. on _____.

C. Termination Fee: Upon execution of this termination, Client will pay Broker a fee of \$ _____ for services rendered through the Termination Date. Client and Broker agree that this Termination Fee constitutes a fair and reasonable estimate of the damages Broker will incur due to early termination of the agreement, considering the time, labor, and services Broker has provided to Client up to the Termination Date. The Termination Fee is in addition to any fees payable to Broker under Paragraph D below.

D. Protection Period:

(1) If on or before _____ Client or any Related Party agrees to purchase or lease a Property by oral or written agreement or option, Client will pay Broker at the time the Property is purchased or leased a fee equal to (check all that apply):

- (a) _____ % of the sales price if Client or any Related Party purchases a Property.
- (b) _____ % of the gross rent to be paid over the term of the lease if Client or any Related Party leases a Property.
- (c) _____

"Related party" means any assignee of Client; any spouse, domestic partner, or family member of Client; any officer, director, shareholder, partner, or member of Client; any affiliate of Client; any entity that directly or indirectly owns, is owned by, or is under common control with Client; and any trust for which Client is a trustee, settlor, grantor, or beneficiary.

(2) The fees specified in Paragraph D(1) are payable only if Client or any Related Party agrees to purchase or lease: (Check one box only)

- (a) any Property in the Market Area.
- (b) any of the following properties: _____

E. Release: Except as stated in this termination or in the provisions of the agreement that expressly survive termination, Client and Broker release each other from all other obligations under or related to the agreement.

Broker's (Company's) Printed Name	Client	Date
By: _____	Client	Date
Date		



BUYER/TENANT REPRESENTATION AGREEMENT - SHORT FORM

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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 market-Market areaArea.

Showing Services. Paragraphs 6, 7, and 8 do not apply. Broker will provide Client with access to properties in the market-Market 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 market-Market areaArea and (b) inform other brokers, sales agents, sellers, and landlords that Broker exclusively represents Client for the purpose of acquiring property in the market-Market 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 Market 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 market-Market 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.

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

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

Client's Printed Name

Client's Signature Date

Client's Printed Name

Client's Signature Date



UNREPRESENTED CUSTOMER SHOWING FORM

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Property: _____
(Street Address and City)

Note: Unless the broker represents the seller, state law requires a broker to enter into a written agreement with a prospective buyer before showing residential real property.

Broker will, at Broker's reasonable discretion, provide Customer with access to the residential real property described above according to the following:

- **No Representation.** Broker does not represent Customer as Customer's real estate agent.
- **No Compensation.** Broker will not charge Customer any fee for showing property under this agreement.
- **No Advice or Opinions.** Broker will not provide Customer with any advice or opinions regarding real property or real estate transactions. However, Broker may confirm property details such as size, price, or other terms concerning the Property.
- **No Other Brokerage Services.** Broker will not provide Customer with any other brokerage services under this agreement other than providing access to the Property.
- **Term.** This agreement is non-exclusive and automatically terminates at the conclusion of showing the Property described above and in no event later than fourteen (14) calendar days from the last date initialed below.
- **LIMITATION OF LIABILITY:** Neither Broker 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 that is not caused by Broker. Customer will hold Broker, any other broker, and their associates, harmless from any such injuries or losses. Customer will indemnify Broker against any claims for injury or damage that Customer may cause to others or their property.

By initialing below, Broker and Customer acknowledge and agree to the above.

Broker/Broker Firm Name: _____	License No.: _____
Broker's Associate's Name: _____	License No.: _____
Broker's (<input type="checkbox"/> or Broker's Associate's) Initials: _____	Date: _____

Customer's Name: _____	Customer's Initials: _____	Date: _____
	<input type="checkbox"/> Customer currently has a representation agreement with another broker*	
Customer's Name: _____	Customer's Initials: _____	Date: _____
	<input type="checkbox"/> Customer currently has a representation agreement with another broker*	

* Leaving this box unchecked confirms that you do not have a representation agreement with another broker.

Broker compensation or the sharing of compensation between brokers is not set by law nor fixed, controlled, recommended, or suggested by the Association of REALTORS®, MLS, or any listing service. Broker compensation is fully negotiable. Brokers independently determine their fees.



**ADDENDUM FOR
"BACK-UP" CONTRACT**



TO CONTRACT CONCERNING THE PROPERTY AT

(Address of Property)

- A. The contract to which this Addendum is attached (the Back-Up Contract) is binding upon execution by the parties, and the earnest money and any option fee ~~[Option-Fee]~~ must be paid as follows:
 - (1) Buyer shall deliver the earnest money and option fee ~~[Option-Fee]~~ as provided in Paragraph 5 of the Back-Up Contract; and
 - (2) Buyer shall deliver additional earnest money of \$ _____ and an additional option fee ~~[Option-Fee]~~ of \$ _____ to Escrow Agent within _____ days after the Amended Effective Date of the Back-Up Contract defined below.
- B. If the last day to deliver the additional earnest money or the additional option fee ~~[Option-Fee]~~ falls on a Saturday, Sunday, or Legal Holiday ~~[legal holiday]~~, the time to deliver the additional earnest money or additional option fee ~~[Option-Fee]~~, as applicable, is extended until the end of the next day that is not a Saturday, Sunday, or Legal Holiday ~~[legal holiday]~~.
- C. The amount(s) Escrow Agent receives under Paragraph A(2) of this Addendum shall be applied first to the additional option fee ~~[Option-Fee]~~ and then to the additional earnest money.
- D. Buyer authorizes Escrow Agent to release and deliver the additional 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 additional option fee ~~[Option-Fee]~~ to Seller. The additional option fee ~~[Option-Fee]~~ will be credited to the Sales Price at closing.
- E. FAILURE TO TIMELY DELIVER ADDITIONAL EARNEST MONEY: If Buyer fails to deliver the additional 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 additional earnest money.
- F. FAILURE TO TIMELY DELIVER ADDITIONAL OPTION FEE: If Buyer fails to deliver any required additional option fee ~~[Option-Fee]~~ within the time required, Buyer shall not have the unrestricted right to terminate this contract as provided in Paragraph 5(B) of the contract.
- G. The Back-Up Contract is contingent upon the termination of a previous contract (the First Contract) dated _____, 20_____, for the sale of Property. Except as provided by this Addendum, neither party is required to perform under the Back-Up Contract while it is contingent upon the termination of the First Contract.
- H. If the First Contract does not terminate on or before _____, 20_____, the Back-Up Contract terminates and the earnest money will be refunded to Buyer. Seller must notify Buyer immediately of the termination of the First Contract. For purposes of performance, the Effective Date ~~[effective date]~~ of the Back-Up Contract changes to the date Seller delivers ~~[Buyer receives]~~ notice of termination of the First Contract to Buyer (Amended Effective Date).
- I. An amendment or modification of the First Contract will not terminate the First Contract.
- J. If Buyer has the unrestricted right to terminate the Back-Up Contract, the time for giving notice of termination begins on the Effective Date of the Back-Up Contract, continues after the Amended Effective Date and ends upon the expiration of Buyer's unrestricted right to terminate the Back-Up Contract.

Addendum for "Back-Up" Contract _____
(Address of Property)

K. For purposes of this Addendum, time is of the essence. Strict compliance with the times for performance stated herein is required.

Buyer

Seller

Buyer

Seller

DRAFT



This form has been approved by the Texas Real Estate Commission for use with similarly approved or promulgated contract forms. Such approval relates to this form only. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not suitable for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 512-936-3000 (<http://www.trec.texas.gov>) TREC No. ~~11-9[11-8]~~. This form replaces TREC No. ~~11-8[11-7]~~.



BUYER'S TEMPORARY RESIDENTIAL LEASE

- 1. PARTIES: The parties to this Lease are (Landlord) and (Tenant).
2. LEASE: Landlord leases to Tenant the Property described in the Contract between Landlord as Seller and Tenant as Buyer known as (address).
3. TERM: The term of this Lease commences and terminates as specified in Paragraph 18.
4. RENTAL: Rental will be \$ per day. Upon commencement of this Lease, Tenant shall pay to Landlord the full amount of rental of \$ for the anticipated term of the Lease...
5. DEPOSIT: Tenant has paid to Landlord \$ as a deposit to secure performance of this Lease by Tenant. If this Lease is terminated before the Closing Date, Landlord may use the deposit to satisfy Tenant's obligations under this Lease...
6. UTILITIES: Tenant shall pay all utility connections, deposits and charges except , which Landlord shall pay.
7. USE OF PROPERTY: Tenant may use the Property only for residential purposes. Tenant may not assign this Lease or sublet any part of the Property.
8. PETS: Tenant may not keep pets on the Property except .
9. CONDITION OF PROPERTY: Tenant accepts the Property in its present condition and state of repair, but Landlord shall make all repairs and improvements required by the Contract. If this Lease is terminated prior to closing, Tenant shall surrender possession of the Property to Landlord in its present condition, as improved by Landlord, except normal wear and tear and any casualty loss.
10. ALTERATIONS: Tenant may not: (a) make any holes or drive nails into the woodwork, floors, walls or ceilings (b) alter, paint or decorate the Property or (c) install improvements or fixtures without the prior written consent of Landlord. Any improvements or fixtures placed on the Property during the Lease become a part of the Property.
11. SPECIAL PROVISIONS:
12. INSPECTIONS: Landlord may enter at reasonable times to inspect, replace, repair or complete the improvements. Tenant shall provide Landlord door keys and access codes to allow access to the Property during the term of the Lease.
13. LAWS: Tenant shall comply with all applicable laws, restrictions, ordinances, rules and regulations with respect to the Property.
14. REPAIRS AND MAINTENANCE: Except as otherwise provided in this Lease, Tenant shall bear all expense of repairing, replacing and maintaining the Property, including but not limited to the yard, trees, shrubs, and all equipment and appliances, unless otherwise required by the Texas Property Code. Tenant shall promptly repair at Tenant's expense any damage to the Property caused directly or indirectly by any act or omission of the Tenant or any person other than the Landlord, Landlord's agents or invitees.

Initialed for identification by Landlord and Tenant

TREC NO. 16-7
TXR 1911

- 15. INDEMNITY:** Tenant indemnifies Landlord from the claims of all third parties for injury or damage to the person or property of such third party arising from the use or occupancy of the Property by Tenant. This indemnification includes attorney's fees, costs and expenses incurred by Landlord.
- 16. INSURANCE:** Landlord and Tenant shall each maintain such insurance on the contents and Property as each party may deem appropriate during the term of this Lease. NOTE: CONSULT YOUR INSURANCE AGENT; POSSESSION OF THE PROPERTY BY BUYER AS TENANT MAY CHANGE INSURANCE POLICY COVERAGE.
- 17. DEFAULT:** If Tenant fails to perform or observe any provision of this Lease and fails, within 24 hours after notice by Landlord, to commence and diligently pursue to remedy such failure, Tenant will be in default.
- 18. TERMINATION:** This Lease terminates upon (a) closing and funding of the sale under the Contract, (b) termination of the Contract prior to closing, (c) Tenant's default under this Lease, or (d) Tenant's default under the Contract, whichever occurs first. Upon termination other than by closing and funding of the sale, Tenant shall surrender possession of the property.
- 19. HOLDING OVER:** Any possession by Tenant after termination creates a tenancy at sufferance and will not operate to renew or extend this Lease. Tenant shall pay \$ _____ per day during the period of any possession after termination as damages, in addition to any other remedies to which Landlord is entitled.
- 20. ATTORNEY'S FEES:** The prevailing party in any legal proceeding brought under or with respect to this Lease is entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.
- 21. SMOKE ALARMS:** The Texas Property Code requires Landlord to install smoke alarms in certain locations within the Property at Landlord's expense. Tenant expressly waives Landlord's duty to inspect and repair smoke alarms.
- 22. SECURITY DEVICES:** The requirements of the Texas Property Code relating to security devices do not apply to a residential lease for a term of 90 days or less.
- 23. CONSULT YOUR ATTORNEY:** Real estate licensees cannot give legal advice. This Lease is intended to be legally binding. READ IT CAREFULLY. If you do not understand the effect of this Lease, consult your attorney BEFORE signing.
- 24. NOTICES:** All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by facsimile or electronic transmission as follows:

To Landlord: _____ _____ _____ Telephone: _____ Facsimile: _____ E-mail: _____ _____ Landlord _____ Landlord	To Tenant: _____ _____ _____ Telephone: _____ Facsimile: _____ E-mail: _____ _____ Tenant _____ Tenant
--	--



The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711- 2188, 512-936-3000 (<http://www.trec.texas.gov>) TREC NO. 16-7. This form replaces TREC NO. 16-6.

TREC NO. 16-7
 TXR 1911



SELLER'S NOTICE TO BUYER OF REMOVAL OF CONTINGENCY UNDER ADDENDUM FOR "BACK-UP" CONTRACT



CONCERNING THE CONTRACT FOR THE SALE OF THE PROPERTY AT

(Street Address and City)

BETWEEN THE UNDERSIGNED SELLER AND _____(BUYER)

In accordance with Paragraph H of the Addendum for "Back-Up" Contract, Seller notifies Buyer that:

- (1) the First Contract is terminated;
- (2) the Back-Up Contract with Buyer is no longer subject to the contingency described in Paragraph G of the Addendum for "Back-Up" Contract; and
- (3) the Amended Effective Date of the Back-Up Contract is _____ (insert date when the notice is delivered in accordance with Paragraph 21 of the contract).

Seller _____ Date _____ Seller _____ Date _____

ADDITIONAL OPTION FEE RECEIPT

Receipt of \$ _____ additional option fee in the form of _____
is acknowledged.

Escrow Agent _____ Date _____

ADDITIONAL EARNEST MONEY RECEIPT

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

Escrow Agent _____ Date _____



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ADDENDUM FOR PROPERTY SUBJECT TO MANDATORY MEMBERSHIP IN A PROPERTY OWNERS ASSOCIATION
(NOT FOR USE WITH CONDOMINIUMS)
ADDENDUM TO CONTRACT CONCERNING THE PROPERTY AT

(Street Address and City)

(Name of Property Owners Association, (Association) and Phone Number)

A. SUBDIVISION INFORMATION: "Subdivision Information" means: (i) a current copy of the restrictions applying to the subdivision and bylaws and rules of the Association, and (ii) a resale certificate, all of which are described by Section 207.003 of the Texas Property Code.

(Check only one box):

- 1. Within _____ days after the effective date of the contract, Seller shall obtain, pay for, and deliver the Subdivision Information to the Buyer. If Seller delivers the Subdivision Information, Buyer may terminate the contract within 3 days after Buyer receives the Subdivision Information or prior to closing, whichever occurs first, and the earnest money will be refunded to Buyer. If Buyer does not receive the Subdivision Information, Buyer, as Buyer's sole remedy, may terminate the contract at any time prior to closing and the earnest money will be refunded to Buyer.
- 2. Within _____ days after the Effective Date of the contract, Buyer shall obtain the Subdivision Information at Buyer's expense. Buyer is deemed to receive the Subdivision Information on the date of actual receipt or date specified in this paragraph, whichever is earlier. Buyer may terminate the contract within 3 days after Buyer receives the Subdivision Information or prior to closing, whichever occurs first, and the earnest money will be refunded to Buyer.
- 3. Buyer has received and approved the Subdivision Information before signing the contract. Buyer does does not require an updated resale certificate. If Buyer requires an updated resale certificate, Seller, at Buyer's expense, shall deliver it to Buyer within 10 days after receiving payment for the updated resale certificate from Buyer. Buyer may terminate this contract and the earnest money will be refunded to Buyer if Seller fails to deliver the updated resale certificate within the time required.
- 4. Buyer does not require delivery of the Subdivision Information.

The title company or its agent is authorized to act on behalf of the parties to obtain the Subdivision Information ONLY upon receipt of the required fee for the Subdivision Information from the party obligated to pay.

B. MATERIAL CHANGES. If Seller becomes aware of any material changes in the Subdivision Information, Seller shall promptly give notice to Buyer. Buyer may terminate the contract prior to closing by giving written notice to Seller if: (i) any of the Subdivision Information provided was not true; or (ii) any material adverse change in the Subdivision Information occurs prior to closing, and the earnest money will be refunded to Buyer.

C. FEES AND DEPOSITS FOR RESERVES: Buyer shall pay any and all Association fees, deposits, reserves, and other charges associated with 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 Paragraphs A and D. If this paragraph conflicts with any allocation of charges in the Subdivision Information, this paragraph will control.

D. AUTHORIZATION: Seller authorizes the Association to release and provide the Subdivision Information and any updated resale certificate if requested by the Buyer, the Title Company, or any broker to this sale. If Buyer does not require the Subdivision Information or an updated resale certificate, and the Title Company requires information from the Association (such as the status of dues, special assessments, violations of covenants and restrictions, and a waiver of any right of first refusal), Buyer Seller shall pay the Title Company the cost of obtaining the information prior to the Title Company ordering the information.

NOTICE TO BUYER REGARDING REPAIRS BY THE ASSOCIATION: The Association may have the sole responsibility to make certain repairs to the Property. If you are concerned about the condition of any part of the Property which the Association is required to repair, you should not sign the contract unless you are satisfied that the Association will make the desired repairs.

Buyer

Seller

Buyer

Seller



The form of this addendum has been approved by the Texas Real Estate Commission for use only with similarly approved or promulgated forms of contracts. Such approval relates to this contract form only. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (www.trec.texas.gov) TREC No. 36-11. This form replaces TREC No. 36-10.



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

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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

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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.

Legal Holiday is now a defined term in 5A(2) to provide better clarity.

“Legal Holiday means a legal holiday described in Sections 662.003(a) and 662.003(b)(4) and (6), Texas Government Code.” It includes:

- New Year's Day (Jan 1)
- MLK, Jr. Day (3rd Monday in Jan)
- President's Day (3rd Monday in Feb)
- Memorial Day (last Monday in May), • Emancipation Day in Texas (June 19)
- Independence Day (July 4),
- Labor Day (1st Monday in September)
- Veterans Day (November 11)
- Thanksgiving Day (4th Thursday in November)
- Friday after Thanksgiving Day
- Christmas Day (December 25)



Information About Brokerage Services

Texas law requires all real estate license holders to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

11-03-2025



TYPES OF REAL ESTATE LICENSE HOLDERS:

- **A BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- **A SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

WRITTEN AGREEMENTS ARE REQUIRED IN CERTAIN SITUATIONS: A license holder who performs brokerage activity for a prospective buyer of residential property must enter into a written agreement with the buyer before showing any residential property to the buyer or if no residential property will be shown, before presenting an offer on behalf of the buyer. This written agreement must contain specific information required by Texas law. For more information on these requirements, see section 1101.563 of the Texas Occupations Code. **Even if a written agreement is not required, to avoid disputes, all agreements between you and a broker should be in writing and clearly establish: (i) the broker's duties and responsibilities to you and your obligations under the agreement; and (ii) the amount or rate of compensation the broker will receive and how this amount is determined.**

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent by the buyer or buyer's agent. **An owner's agent fees are not set by law and are fully negotiable.**

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent. **A buyer/tenant's agent fees are not set by law and are fully negotiable.**

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of *each party* to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
 - that the owner will accept a price less than the written asking price;
 - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
 - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

A LICENSE HOLDER CAN SHOW PROPERTY TO A BUYER/TENANT WITHOUT REPRESENTING THE BUYER/TENANT IF:

- The broker has not agreed with the buyer/tenant, either orally or in writing, to represent the buyer/tenant;
- The broker is not otherwise acting as the buyer/tenant's agent at the time of showing the property;
- The broker does not provide the buyer/tenant opinions or advice regarding the property or real estate transactions generally; and
- The broker does not perform any other act of real estate brokerage for the buyer/tenant.

Before showing a residential property to an unrepresented prospective buyer, a license holder must enter into a written agreement that contains the information required by section 1101.563 of the Texas Occupations Code. The agreement may not be exclusive and must be limited to no more than 14 days.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

_____ Name of Sponsoring Broker (Licensed Individual or Business Entity)	_____ License No.	_____ Email	_____ Phone
_____ Name of Designated Broker of Licensed Business Entity, if applicable	_____ License No.	_____ Email	_____ Phone
_____ Name of Licensed Supervisor of Sales Agent/Associate, if applicable	_____ License No.	_____ Email	_____ Phone
_____ Name of Sales Agent/Associate	_____ License No.	_____ Email	_____ Phone

Buyer/Tenant/Seller/Landlord Initials

Date



WIRE FRAUD WARNING

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~~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
Date

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