



## RESIDENTIAL REAL ESTATE LISTING AGREEMENT EXCLUSIVE RIGHT TO SELL

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.  
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**1. PARTIES:** The parties to this agreement (this Listing) are:

Seller: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Email/Fax: \_\_\_\_\_ Email/Fax: \_\_\_\_\_

Broker: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Email/Fax: \_\_\_\_\_ Email/Fax: \_\_\_\_\_

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

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

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

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

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

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

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

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

**4. TERM:**

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

**5. BROKER COMPENSATION:**

**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. (Complete either 5A or 5B only)**

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

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

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

- ☐ (a) \_\_\_\_\_ % of the sales price or a flat fee of \$ \_\_\_\_\_.
- ☐ (b) \_\_\_\_\_.

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

**(2) If the other broker procures a buyer that purchases the Property, Seller authorizes Broker to pay and Broker will pay the other broker the following fees from amounts specified in 5A(1):**

- (a) if the other broker represents the buyer:** \_\_\_\_\_ % of the sales price or \$ \_\_\_\_\_; and
- (b) if the other broker is a subagent:** \_\_\_\_\_ % of the sales price or \$ \_\_\_\_\_.

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

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

B. Broker's Fee (without compensation for other broker):

(1) When Earned and Payable, Seller will pay Broker *(insert amount to be paid to Broker only)*:

- ☐ (a) \_\_\_\_\_ % of the sales price or a flat fee of \$ \_\_\_\_\_.
- ☐ (b) \_\_\_\_\_.

**Note: Authorization to Disclose Seller Paying Buyer's Expenses.** Seller ☐ does or ☐ does not authorize Broker to disclose to other brokers and prospective buyers that Seller will consider contributing an amount towards buyer's expenses, such as buyer's broker's fees or other expenses payable by a buyer under a sales contract. Seller is not obligated to pay any specific amount and has sole discretion to determine the amount Seller will pay towards buyer's expenses during negotiations with a buyer. (Use TXR 1412 to authorize Broker to disclose and advertise additional information, such as a specific amount of seller concessions.)

- C. Earned: Broker's compensation is Earned when any one of the following occurs during this Listing:
- (1) Seller sells, exchanges, options, agrees to sell, agrees to exchange, or agrees to option the Property to anyone at any price on any terms;
  - (2) Broker individually or in cooperation with another broker procures a buyer ready, willing, and able to buy the Property at the Listing Price or at any other price acceptable to Seller; or
  - (3) Seller breaches this Listing.
- D. Payable: Once Earned, Broker's compensation is Payable either during this Listing or after it ends at the earlier of:
- (1) the closing and funding of any sale or exchange of all or part of the Property;
  - (2) Seller's refusal to sell the Property after Broker's compensation has been Earned;
  - (3) Seller's breach of this Listing; or
  - (4) at such time as otherwise set forth in this Listing.

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

E. Other Compensation:

- (1) Breach by Buyer Under a Contract: If Seller collects earnest money, the sales price, or damages by suit, compromise, settlement, or otherwise from a buyer who breaches a contract for the sale of the Property entered into during this Listing, Seller will pay Broker, after deducting attorney's fees and collection expenses, an amount equal to the lesser of one-half of the amount collected after deductions or the amount of the Broker's Compensation stated in Paragraph 5A or 5B. Any amount paid under this Paragraph 5E(1) is in addition to any amount that Broker may be entitled to receive for subsequently selling the Property.
- (2) Service Providers: If Broker refers Seller or a prospective buyer to a service provider (for example, mover, cable company, telecommunications provider, utility, or contractor) Broker may receive a fee from the service provider for the referral. Any referral fee Broker receives under this Paragraph 5E(2) is in addition to any other compensation Broker may receive under this Listing.
- (3) Other Fees and/or Reimbursable Expenses: \_\_\_\_\_.

F. Protection Period:

- (1) "Protection period" means that time starting the day after this Listing ends and continuing for \_\_\_\_\_ days. "Sell" means any transfer of any fee simple interest in the Property whether by oral or written agreement or option.
- (2) Not later than 10 days after this Listing ends, Broker may send Seller written notice specifying the names of persons whose attention was called to the Property during this Listing. If Seller agrees to sell the Property during the protection period to a person named in the notice or to a relative of a person named in the notice, Seller will pay Broker, upon the closing of the sale, the amount Broker would have been entitled to receive if this Listing were still in effect.
- (3) This Paragraph 5F survives termination of this Listing. This Paragraph 5F will not apply if:
  - (a) Seller agrees to sell the Property during the protection period;
  - (b) the Property is exclusively listed with another broker who is a member of Texas REALTORS® at the time the sale is negotiated; and
  - (c) Seller is obligated to pay the other broker a fee for the sale.

G. County: All amounts Payable to Broker are to be paid in cash in \_\_\_\_\_ County, Texas.

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

## 6. LISTING SERVICES:

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

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

☐ (1) Broker will file this Listing with one or more Multiple Listing Services (MLS) according to the following: *(Check only one box.)*

☐ (a) Broker will file this Listing with one or more Multiple Listing Services (MLS) by the earlier of the time required by MLS rules or 5 days after the date this Listing begins. Seller authorizes Broker to submit information about this Listing and the sale of the Property to the MLS.

☐ (b) Seller instructs Broker not to file this Listing with one or more Multiple Listing Services (MLS) until \_\_\_\_\_ days after the date this Listing begins for the following purpose(s): \_\_\_\_\_

(NOTE: Do not check if prohibited by Multiple Listing Service(s).)

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

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

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

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

(1) Definitions:

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

- (2) Seller grants Broker a non-exclusive, irrevocable, worldwide, royalty-free license to use, sublicense through multiple tiers, publish, display, and reproduce the Seller Listing Content, to prepare derivative works of the Seller Listing Content, and to distribute the Seller Listing Content, including any derivative works of the Seller Listing Content. This Paragraph 6B(2) survives termination of this Listing.
- (3) All Broker Listing Content is owned exclusively by Broker, and Seller has no right, title or interest in or to any Broker Listing Content.
- (4) Seller understands and agrees that both the Seller Listing Content and Broker Listing Content, including any changes to such content, may be filed with the MLS, included in compilations of listings, and otherwise distributed, publicly displayed and reproduced.

## 7. ACCESS TO THE PROPERTY:

- A. Authorizing Access: Authorizing access to the Property means giving permission to another person to enter the Property, disclosing to the other person any security codes necessary to enter the Property, and lending a key to the other person to enter the Property, directly or through a keybox. To facilitate the showing and sale of the Property, Seller instructs Broker to:
  - (1) access the Property at reasonable times;
  - (2) authorize other brokers, their associates, inspectors, appraisers, and contractors to access the Property at reasonable times; and
  - (3) duplicate keys to facilitate convenient and efficient showings of the Property.

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

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

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

D. Liability and Indemnification: When authorizing access to the Property, Broker, other brokers, their associates, any keybox provider, or any scheduling company are not responsible for personal injury or property loss to Seller or any other person. Seller assumes all risk of any loss, damage, or injury. **Except for a loss caused by Broker, Seller will indemnify and hold Broker harmless from any claim for personal injury, property damage, or other loss.**

**8. RESERVED.**

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

- ☐ A. Intermediary Status: Broker may show the Property to interested prospective buyers who Broker represents. If a prospective buyer who Broker represents offers to buy the Property, Seller authorizes Broker to act as an intermediary and Broker will notify Seller that Broker will service the parties in accordance with one of the following alternatives.
- (1) If a prospective buyer who Broker represents is serviced by an associate other than the associate servicing Seller under this Listing, Broker may notify Seller that Broker will: (a) appoint the associate then servicing Seller to communicate with, carry out instructions of, and provide opinions and advice during negotiations to Seller; and (b) appoint the associate then servicing the prospective buyer to the prospective buyer for the same purpose.
  - (2) If a prospective buyer who Broker represents is serviced by the same associate who is servicing Seller, Broker may notify Seller that Broker will: (a) appoint another associate to communicate with, carry out instructions of, and provide opinions and advice during negotiations to the prospective buyer; and (b) appoint the associate servicing the Seller under this Listing to the Seller for the same purpose.
  - (3) Broker may notify Seller that Broker will make no appointments as described under this Paragraph 9A and, in such an event, the associate servicing the parties will act solely as Broker's intermediary representative, who may facilitate the transaction but will not render opinions or advice during negotiations to either party.
- ☐ B. No Intermediary Status: Seller agrees that Broker will not show the Property to prospective buyers who Broker represents.

- Notice:** If Broker acts as an intermediary under Paragraph 9A, Broker and Broker's associates:
- ◆ may not disclose to the prospective buyer that Seller will accept a price less than the asking price unless otherwise instructed in a separate writing by Seller;
  - ◆ may not disclose to Seller that the prospective buyer will pay a price greater than the price submitted in a written offer to Seller unless otherwise instructed in a separate writing by the prospective buyer;
  - ◆ may not disclose any confidential information or any information Seller or the prospective buyer specifically instructs Broker in writing not to disclose unless otherwise instructed in a separate writing by the respective party or required to disclose the information by the Real Estate License Act or a court order or if the information materially relates to the condition of the property;
  - ◆ may not treat a party to the transaction dishonestly; and
  - ◆ may not violate the Real Estate License Act.

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

**11. BROKER'S AUTHORITY:**

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

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

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

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

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

- |   |  |
|---|--|
| <input type="checkbox"/> (1) Conventional | <input type="checkbox"/> (5) Texas Veterans Land Program |
| <input type="checkbox"/> (2) VA           | <input type="checkbox"/> (6) Owner Financing             |
| <input type="checkbox"/> (3) FHA          | <input type="checkbox"/> (7) Other                       |
| <input type="checkbox"/> (4) Cash         |  |

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

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

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

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

- A. Seller has fee simple title to and peaceable possession of the Property and all its improvements and fixtures, unless rented, and the legal capacity to convey the Property;
- B. Seller is not bound by a listing agreement with another broker for the sale, exchange, or lease of the Property that is or will be in effect during this Listing;
- C. any pool or spa and any required enclosures, fences, gates, and latches comply with all applicable laws and ordinances;
- D. no person or entity has any right to purchase, lease, or acquire the Property by an option, right of refusal, or other agreement;
- E. Seller is current and not delinquent on all loans and all other financial obligations related to the Property, including but not limited to mortgages, home equity loans, home improvement loans, homeowner association fees, and taxes, except \_\_\_\_\_;

- F. Seller is not aware of any liens or other encumbrances against the Property, except \_\_\_\_\_;
- G. the Property is not subject to the jurisdiction of any court;
- H. all information relating to the Property Seller provides to Broker is true and correct to the best of Seller's knowledge;
- I. the name of any employer, relocation company, or other entity that provides benefits to Seller when selling the Property is: \_\_\_\_\_;
- J. the Seller Listing Content, and the license granted to Broker for the Seller Listing Content, do not violate or infringe upon the rights, including any copyright rights, of any person or entity; and
- K. Seller is aware of the Property being located in the following public improvement district (PID), municipal utility district (MUD), or other statutorily created districts providing water, sewer, drainage, or flood control facilities and services (list all that Seller is aware of): \_\_\_\_\_.

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

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

**14. LIMITATION OF LIABILITY:**

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



**15. SPECIAL PROVISIONS:**

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

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

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

**19. ADDENDA AND OTHER DOCUMENTS:** Addenda that are part of this Listing and other documents that Seller may need to provide are:

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

**20. AGREEMENT OF PARTIES:**

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

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

(TXR-1101) 08-23-24      Initialed for Identification by Broker/Associate \_\_\_\_\_ and Seller \_\_\_\_\_ , \_\_\_\_\_

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- C. **Binding Effect:** Seller's obligation to pay Broker Earned compensation is binding upon Seller and Seller's heirs, administrators, executors, successors, and permitted assignees.
- D. **Joint and Several:** All Sellers executing this Listing are jointly and severally liable for the performance of all its terms.
- E. **Governing Law:** Texas law governs the interpretation, validity, performance, and enforcement of this Listing.
- F. **Severability:** If a court finds any clause in this Listing invalid or unenforceable, the remainder of this Listing will not be affected and all other provisions of this Listing will remain valid and enforceable.
- G. **Notices:** Notices between the parties must be in writing and are effective when sent to the receiving party's address, fax, or e-mail address specified in Paragraph 1.

## 21. ADDITIONAL NOTICES:

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

Residential Listing concerning \_\_\_\_\_

- I. Broker advises Seller to refrain from transmitting personal information, such as bank account numbers or other financial information, via unsecured email or other electronic communication to reduce risk of wire fraud.**
- J. Broker cannot give legal advice. READ THIS LISTING CAREFULLY. If you do not understand the effect of this Listing, consult an attorney BEFORE signing.**

\_\_\_\_\_  
Broker's Printed Name License No.

\_\_\_\_\_  
Seller's Printed Name

☐ Broker's Signature \_\_\_\_\_ Date  
☐ Broker's Associate's Signature, as an authorized agent of Broker \_\_\_\_\_

\_\_\_\_\_  
Seller's Signature \_\_\_\_\_ Date

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

\_\_\_\_\_  
Seller's Printed Name

\_\_\_\_\_  
Seller's Signature \_\_\_\_\_ Date



## NAMED EXCLUSIONS ADDENDUM TO LISTING

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

#### A. Definitions:

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

(2) "Named Exclusion" means the following persons: \_\_\_\_\_  
\_\_\_\_\_.

#### B. Contract with a Named Exclusion:

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

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

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

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

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

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

Broker's Printed Name

License No.

Owner's Printed Name

Broker's ☐ or Broker's Associate's) Signature

Date

Owner's Signature

Date

Broker's Associate's Printed Name, if applicable

License No.

Owner's Printed Name

Owner's Signature

Date

(TXR-1402) 06-24-24

Page 1 of 1



## EXCLUSIVE AGENCY ADDENDUM TO LISTING

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

A. Definitions:

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

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

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

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

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

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

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

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

Broker's Printed Name

License No.

Owner's Printed Name

Broker's (☐ or Broker's Associate's) Signature

Date

Owner's Signature

Date

Broker's Associate's Printed Name, if applicable

License No.

Owner's Printed Name

Owner's Signature

Date

(TXR-1403) 06-24-24

Page 1 of 1



## AMENDMENT TO LISTING

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

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

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

- ☐ A. The Listing Price in Paragraph 3 of the Listing is changed to: \$ \_\_\_\_\_.
- ☐ B. The date the Listing ends in Paragraph 4 of the Listing is changed to: \_\_\_\_\_.
- ☐ C. **(TXR 1101 and TXR 1201 only)** The Broker's Fee is changed to Paragraph ☐ 5A1 or ☐ 5B1 as follows:
- ☐ (a) \_\_\_\_\_ % of the sales price or \$ \_\_\_\_\_.
- ☐ (b) \_\_\_\_\_.
- ☐ D. **(TXR 1101 and TXR 1201 only)** The compensation paid to the other broker in Paragraph 5A2 is changed as follows:
- (a) if the other broker represents the buyer:** \_\_\_\_\_ % of the sales price or \$ \_\_\_\_\_; and
- (b) if the other broker is a subagent:** \_\_\_\_\_ % of the sales price or \$ \_\_\_\_\_.
- ☐ E. Owner instructs Broker to cease marketing the Property on \_\_\_\_\_ and to resume marketing the Property on: ☐ (1) receipt of further instructions from Owner; or ☐ (2) \_\_\_\_\_.
- The Listing is not terminated and remains in effect for all other purposes.
- ☐ F. Paragraph(s) \_\_\_\_\_ are changed as follows:

**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.**

Broker's Printed Name \_\_\_\_\_ License No. \_\_\_\_\_

Owner's Printed Name \_\_\_\_\_

Broker's (☐ or Broker's Associate's) Signature \_\_\_\_\_ Date \_\_\_\_\_

Owner's Signature \_\_\_\_\_ Date \_\_\_\_\_

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

Owner's Printed Name \_\_\_\_\_

Owner's Signature \_\_\_\_\_ Date \_\_\_\_\_

(TXR-1404) 06-24-24

Page 1 of 1



## REQUEST FOR INFORMATION FROM AN OWNERS' ASSOCIATION

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To: \_\_\_\_\_ (Owners' Association)  
\_\_\_\_\_ (Address)  
\_\_\_\_\_ (City, State, Zip)

### Re: NOTICE OF INTENDED SALE/PURCHASE AND REQUEST FOR INFORMATION

This notice is to advise you that I intend to ☐ sell ☐ purchase the Property at:  
\_\_\_\_\_ (Address)  
\_\_\_\_\_ (City, State, Zip).

I am requesting the following information:

- ☐ Residential Subdivision Information, which includes:
- (1) a current copy of the subdivision's restrictions;
  - (2) a current copy of the bylaws and rules of the Owners' Association; and
  - (3) a resale certificate that complies with §207.003, Property Code.
- ☐ Condominium Information, which includes:
- (1) a current copy of the condominium declaration;
  - (2) a current copy of the bylaws and rules of the Condominium Association; and
  - (3) a resale certificate that complies with §82.157, Property Code.

Note: Only sellers may request Condominium Information.

Please deliver the information to:

\_\_\_\_\_ ( ☐ Broker ☐ Owner ☐ Buyer ☐ Closing Agent )  
Attn: \_\_\_\_\_  
\_\_\_\_\_ (Address)  
\_\_\_\_\_ (City, State, Zip )  
\_\_\_\_\_ (phone) \_\_\_\_\_ (fax)  
\_\_\_\_\_ (email).

I understand that the Property Code requires you to deliver the requested information not later than the 10th business day after the date you receive this written request.

Please advise me and the person to whom you will deliver the information if the Owners' Association has a right of first refusal or if the Owners' Association requires other information from me.

Enclosed is \$ \_\_\_\_\_ for the cost, if any, for the requested information.

Owner \_\_\_\_\_ Date \_\_\_\_\_

Buyer \_\_\_\_\_ Date \_\_\_\_\_

Enclosure: TREC Resale Certificate (TXR No. 1921 for Condominiums; TXR No. 1923 for Subdivisions)

(TXR-1405) 3-2-12



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)]:

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

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): \_\_\_\_\_

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

TREC No. 55-0



Seller's Disclosure Notice Concerning the Property at \_\_\_\_\_ Page 2  
(Street Address and City)

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.

_____ Interior Walls	_____ Ceilings	_____ Floors
_____ Exterior Walls	_____ Doors	_____ Windows
_____ Roof	_____ Foundation/Slab(s)	_____ Sidewalks
_____ Walls/Fences	_____ Driveways	_____ Intercom System
_____ Plumbing/Sewers/Septics	_____ Electrical Systems	_____ Lighting Fixtures
_____ 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.

_____ Active Termites (includes wood destroying insects)	_____ Previous Structural or Roof Repair
_____ Termite or Wood Rot Damage Needing Repair	_____ Hazardous or Toxic Waste
_____ Previous Termite Damage	_____ Asbestos Components
_____ Previous Termite Treatment	_____ Urea-formaldehyde Insulation
_____ Improper Drainage	_____ Radon Gas
_____ Water Damage Not Due to a Flood Event	_____ Lead Based Paint
_____ Landfill, Settling, Soil Movement, Fault Lines	_____ Aluminum Wiring
_____ Single Blockable Main Drain in Pool/Hot Tub/Spa*	_____ Previous Fires
	_____ Unplatted Easements
	_____ Subsurface Structure or Pits
	_____ 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 \_\_\_\_\_ Page 4  
(Street Address and City)

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.

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. 55-0. This form replaces OP-H.

TREC No. 55-0



## SELLER'S DISCLOSURE NOTICE

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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
Cable TV Wiring			
Carbon Monoxide Det.			
Ceiling Fans			
Cooktop			
Dishwasher			
Disposal			
Emergency Escape Ladder(s)			
Exhaust Fans			
Fences			
Fire Detection Equip.			
French Drain			
Gas Fixtures			
Liquid Propane Gas:			
-LP Community (Captive)			
-LP on Property			

Item	Y	N	U
Natural Gas Lines			
Fuel Gas Piping:			
-Black Iron Pipe			
-Copper			
-Corrugated Stainless Steel Tubing			
Hot Tub			
Intercom System			
Microwave			
Outdoor Grill			
Patio/Decking			
Plumbing System			
Pool			
Pool Equipment			
Pool Maint. Accessories			
Pool Heater			

Item	Y	N	U
Pump: sump grinder			
Rain Gutters			
Range/Stove			
Roof/Attic Vents			
Sauna			
Smoke Detector			
Smoke Detector - Hearing Impaired			
Spa			
Trash Compactor			
TV Antenna			
Washer/Dryer Hookup			
Window Screens			
Public Sewer System			

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

(TXR-1406) 07-10-23

Initialed by: Buyer: \_\_\_\_\_, \_\_\_\_\_ and Seller: \_\_\_\_\_, \_\_\_\_\_

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Concerning the Property at \_\_\_\_\_

Solar Panels				owned	leased from: _____		
Water Heater				electric	gas	other: _____	number of units: _____
Water Softener				owned	leased from: _____		
Other Leased Items(s)				if yes, describe: _____			
Underground Lawn Sprinkler				automatic	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
Basement		
Ceilings		
Doors		
Driveways		
Electrical Systems		
Exterior Walls		

Item	Y	N
Floors		
Foundation / Slab(s)		
Interior Walls		
Lighting Fixtures		
Plumbing Systems		
Roof		

Item	Y	N
Sidewalks		
Walls / Fences		
Windows		
Other Structural Components		

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
Aluminum Wiring		
Asbestos Components		
Diseased Trees: ___ oak wilt _____		
Endangered Species/Habitat on Property		
Fault Lines		
Hazardous or Toxic Waste		
Improper Drainage		
Intermittent or Weather Springs		
Landfill		
Lead-Based Paint or Lead-Based Pt. Hazards		
Encroachments onto the Property		
Improvements encroaching on others' property		
Located in Historic District		
Historic Property Designation		
Previous Foundation Repairs		

Condition	Y	N
Radon Gas		
Settling		
Soil Movement		
Subsurface Structure or Pits		
Underground Storage Tanks		
Unplatted Easements		
Unrecorded Easements		
Urea-formaldehyde Insulation		
Water Damage Not Due to a Flood Event		
Wetlands on Property		
Wood Rot		
Active infestation of termites or other wood destroying insects (WDI)		
Previous treatment for termites or WDI		
Previous termite or WDI damage repaired		
Previous Fires		

Concerning the Property at \_\_\_\_\_

Previous Roof Repairs		
Previous Other Structural Repairs		
Previous Use of Premises for Manufacture of Methamphetamine		

Termite or WDI damage needing repair		
Single Blockable Main Drain in Pool/Hot Tub/Spa*		

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

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

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

**Section 4. Are you (Seller) aware of any item, equipment, or system in or on the Property that is in need of repair, which has not been previously disclosed in this notice?** \_\_yes \_\_no If yes, explain (attach additional sheets if necessary): \_\_\_\_\_

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

**Section 5. 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.*

Concerning the Property at \_\_\_\_\_

*"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 7. 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 8. 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.

Concerning the Property at \_\_\_\_\_

☐ ☐ 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 items in Section 8 is yes, explain (attach additional sheets if necessary): \_\_\_\_\_

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

**Section 9. Within the last 4 years, have you (Seller) received any written inspection reports from persons who regularly provide inspections and who are either licensed as inspectors or otherwise permitted by law to perform inspections?** ☐ yes ☐ no If yes, attach copies and complete the following:

Inspection Date	Type	Name of Inspector	No. of Pages

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

**Section 10. Check any tax exemption(s) which you (Seller) currently claim for the Property:**

☐ Homestead ☐ Senior Citizen ☐ Disabled  
☐ Wildlife Management ☐ Agricultural ☐ Disabled Veteran  
☐ Other: \_\_\_\_\_ ☐ Unknown

**Section 11. Have you (Seller) ever filed a claim for damage, other than flood damage, to the Property with any insurance provider?** ☐ yes ☐ no

**Section 12. 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 13. Does the Property have working smoke detectors installed in accordance with the smoke detector requirements of Chapter 766 of the Health and Safety Code?\*** ☐ unknown ☐ no ☐ yes. If no or unknown, explain. (Attach additional sheets if necessary): \_\_\_\_\_

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

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

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



Concerning the Property at \_\_\_\_\_

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

Signature of Seller \_\_\_\_\_ Date \_\_\_\_\_ Signature of Seller \_\_\_\_\_ Date \_\_\_\_\_

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

**ADDITIONAL NOTICES TO BUYER:**

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

Electric: _____	phone #: _____
Sewer: _____	phone #: _____
Water: _____	phone #: _____
Cable: _____	phone #: _____
Trash: _____	phone #: _____
Natural Gas: _____	phone #: _____
Phone Company: _____	phone #: _____
Propane: _____	phone #: _____
Internet: _____	phone #: _____

Concerning the Property at \_\_\_\_\_

(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: _____	



## INFORMATION ABOUT ON-SITE SEWER FACILITY

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### 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.**

**D. INFORMATION FROM GOVERNMENTAL AGENCIES:** Pamphlets describing on-site sewer facilities are available from the Texas Agricultural Extension Service. Information in the following table was obtained from Texas Commission on Environmental Quality (TCEQ) on 10/24/2002. The table estimates daily wastewater usage rates. Actual water usage data or other methods for calculating may be used if accurate and acceptable to TCEQ.

<u>Facility</u>	<u>Usage (gal/day) without water- saving devices</u>	<u>Usage (gal/day) with water- saving devices</u>
Single family dwelling (1-2 bedrooms; less than 1,500 sf)	225	180
Single family dwelling (3 bedrooms; less than 2,500 sf)	300	240
Single family dwelling (4 bedrooms; less than 3,500 sf)	375	300
Single family dwelling (5 bedrooms; less than 4,500 sf)	450	360
Single family dwelling (6 bedrooms; less than 5,500 sf)	525	420
Mobile home, condo, or townhouse (1-2 bedroom)	225	180
Mobile home, condo, or townhouse (each add'l bedroom)	75	60

**This document is not a substitute for any inspections or warranties. This document was completed to the best of Seller's knowledge and belief on the date signed. Seller and real estate agents are not experts about on-site sewer facilities. Buyer is encouraged to have the on-site sewer facility inspected by an inspector of Buyer's choice.**

---

Signature of Seller
Date

Receipt acknowledged by:

---

Signature of Buyer
Date



## INTERMEDIARY RELATIONSHIP NOTICE

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### THIS NOTICE DOES NOT SATISFY THE WRITTEN CONSENT REQUIREMENT UNDER TEXAS LAW

To act as an intermediary, a broker must first obtain written consent from each party in a transaction (Sec. 1101.559, TX Occupations Code). Written consent from the Seller/Landlord and Buyer/Tenant can be obtained using applicable Texas REALTORS® listing and buyer/tenant representation agreements. This form is intended to notify the parties that broker will act as an intermediary and whether the broker will appoint associates to communicate with the parties.

To: \_\_\_\_\_ (Seller or Landlord)  
and \_\_\_\_\_ (Buyer or Tenant)  
From: \_\_\_\_\_ (Broker's Firm)  
Re: \_\_\_\_\_ (Property)  
Date: \_\_\_\_\_

- A. Under this notice, "owner" means the seller or landlord of the Property and "prospect" means the above-named prospective buyer or tenant for the Property.
- B. Broker's firm represents the owner under a listing agreement and also represents the prospect under a buyer/tenant representation agreement.
- C. In the written listing agreement and the written buyer/tenant representation agreement, both the owner and the prospect previously authorized Broker to act as an intermediary if a prospect who Broker represents desires to buy or lease a property that is listed by the Broker. When the prospect makes an offer to purchase or lease the Property, Broker will act in accordance with the authorizations granted in the listing agreement and in the buyer/tenant representation agreement.
- D. Broker ☐ will or ☐ will not appoint licensed associates to communicate with, carry out instructions of, and provide opinions and advice during negotiations to each party. If Broker makes such appointments, Broker appoints:

\_\_\_\_\_ to the owner; and  
\_\_\_\_\_ to the prospect.

- E. By acknowledging receipt of this notice, the undersigned parties reaffirm their consent for broker to act as an intermediary.
- F. Additional Information: (Disclose material information related to Broker's relationship to the parties, such as personal relationships or prior or contemplated business relationships.):

**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.**

The undersigned acknowledge receipt of this notice

\_\_\_\_\_  
Seller or Landlord Date

\_\_\_\_\_  
Prospect Date

\_\_\_\_\_  
Seller or Landlord Date

\_\_\_\_\_  
Prospect Date



## TERMINATION OF LISTING

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### TERMINATION OF LISTING BETWEEN THE UNDERSIGNED PARTIES CONCERNING THE PROPERTY LOCATED AT

- A. Definitions: "Owner" means the seller or landlord of the above-referenced Property. "Listing" means the above-referenced listing agreement.
- B. Representation: Owner represents that there are currently no negotiations pending or contemplated with anyone for the sale, lease, or exchange of the Property.
- C. Termination Date: The parties terminate the Listing at 11:59 p.m. on \_\_\_\_\_.
- D. Termination Fees:
- (1) Upon execution of this termination agreement, Owner will pay Broker a fee of \$ \_\_\_\_\_ for services rendered through the termination date.
- (2) If Owner agrees to sell or lease the Property on or before \_\_\_\_\_, by oral or written agreement or option, Owner will pay Broker at the time the Property is sold or leased a fee equal to (check all that apply):
- ☐ (a) \_\_\_\_\_ % of the sales price if Owner sells the Property.
- ☐ (b) \_\_\_\_\_ % of the gross rent over the term of the lease if Owner leases the Property.
- ☐ (c) \_\_\_\_\_.
- (3) The fees specified in Paragraph D(2) are payable only if Owner agrees to sell or lease the Property to: (Check one box only.)
- ☐ (a) anyone.
- ☐ (b) \_\_\_\_\_.
- E. Release: Except for the promises and representation in this document, Owner and Broker release each other from **all** obligations under or related to the Listing (including but not limited to the protection period clause which will no longer apply).

Broker's (Company's) Printed Name \_\_\_\_\_ License No. \_\_\_\_\_ Seller or Landlord \_\_\_\_\_ Date \_\_\_\_\_

By: \_\_\_\_\_  
Broker's Associate's Signature \_\_\_\_\_ Date \_\_\_\_\_ Seller or Landlord \_\_\_\_\_ Date \_\_\_\_\_

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## KEYBOX AUTHORIZATION BY TENANT

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### CONCERNING THE PROPERTY LOCATED AT

- A. The owner of the above-referenced Property has listed the Property for sale or lease with: \_\_\_\_\_ (Broker).
- B. The owner has authorized the Broker to place a keybox on the Property.
- C. **A keybox is a locked container placed on the Property that holds a key to the Property. The keybox is opened by a special combination, key, or programmed device so that authorized persons may enter the Property, even in the tenant's absence. The keybox is a convenience, but involves risks (for example, unauthorized entry, theft, property damage, or personal injury). Neither the Association of REALTORS® nor MLS requires the use of a keybox.**
- D. The undersigned tenant authorizes Broker to place a keybox on the Property.
- E. Special Provisions:

**Owner and Broker advise tenant to remove or secure jewelry, prescription drugs, and other valuables.**

Tenant \_\_\_\_\_ Date \_\_\_\_\_

Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Tenant \_\_\_\_\_ Date \_\_\_\_\_

Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_



## SELLER'S AUTHORIZATION TO DISCLOSE AND ADVERTISE CERTAIN INFORMATION

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CONCERNING THE PROPERTY AT \_\_\_\_\_

- A. Seller authorizes Broker to disclose to other brokers and prospective buyers that Seller will consider contributing an amount up to \$\_\_\_\_\_ towards buyer's expenses. Buyer may use these funds to pay for buyer's broker's fees or other expenses payable by buyer under a sales contract.

**Seller is not obligated to pay this amount or any other amount unless Seller agrees to such payment in a sales contract. Seller has the sole discretion to determine the amount Seller will pay towards buyer's expenses during negotiations with the buyer.**

**If the amount of Seller's contribution is included on a Multiple Listing Service (MLS), such amount cannot be limited to or conditioned upon the retention of or payment to a cooperating broker, buyer broker, or other buyer representative.**

- B. Seller authorizes Broker, at Broker's discretion, to disclose and advertise the following information concerning the Property to prospective buyers and other brokers *(for example, insert information regarding Seller's reasons for placing the Property on the market, any conditions of sale, or phrases such as "terms are negotiable," or "bring all offers")*:

**NOTE: All disclosures and advertisements must be in compliance with local, state, and federal laws as well as TREC rules, the NAR Code of Ethics, and MLS policies.**

\_\_\_\_\_  
Seller's Printed Name

\_\_\_\_\_  
Seller's Printed Name

\_\_\_\_\_  
Seller's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Seller's Signature

\_\_\_\_\_  
Date







## REPRESENTATION DISCLOSURE

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CONCERNING THE PROPERTY AT: \_\_\_\_\_

Broker/Broker Firm Name: \_\_\_\_\_ License No.: \_\_\_\_\_

Broker's Associate's Name: \_\_\_\_\_ License No.: \_\_\_\_\_

A. Texas law (Section 1101.558, Occupations Code) requires a real estate license holder who represents a party in a proposed real estate transaction to disclose, orally or in writing, that representation at the license holder's first contact with:

- (1) another party to the transaction; or
- (2) another license holder who represents another party to the transaction.

B. Broker represents the following party:

- ☐ Seller: \_\_\_\_\_
- ☐ Landlord: \_\_\_\_\_
- ☐ Buyer: \_\_\_\_\_
- ☐ Tenant: \_\_\_\_\_

C. A real estate license holder, while acting as an agent, is a fiduciary. The primary duty of the license holder is to represent the interests of their client. The license holder must treat other parties to a transaction honestly and fairly, however, the duty to their client is primary.

**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.**

**The undersigned persons acknowledge there is no agency relationship with Broker as of the date of this disclosure:**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## UPDATE TO SELLER'S DISCLOSURE NOTICE

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UPDATE TO THE SELLER'S DISCLOSURE NOTICE CONCERNING THE PROPERTY AT \_\_\_\_\_

Seller is aware of the following new information regarding the condition of the Property. Section(s) \_\_\_\_\_ are changed to read *(cite specific sections and copy the applicable language in the sections verbatim, making any necessary changes)*: \_\_\_\_\_

This Update to the Seller's Disclosure Notice was completed by Seller as of the date signed. No person, including the broker(s), has instructed or influenced Seller to provide inaccurate information or to omit any material information. The brokers have relied on this information as true and correct and have no reason to believe it to be false or inaccurate.

Seller acknowledges that the statements in this form are true to the best of Seller's belief.

Buyer acknowledges receipt of this form.

Signature of Seller \_\_\_\_\_ Date \_\_\_\_\_

Signature of Buyer \_\_\_\_\_ Date \_\_\_\_\_

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

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

Signature of Seller \_\_\_\_\_ Date \_\_\_\_\_

Signature of Buyer \_\_\_\_\_ Date \_\_\_\_\_

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

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

PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)



# NOTICE TO PURCHASER OF SPECIAL TAXING OR ASSESSMENT DISTRICT

**NOTICE: Not for use for Public Improvement Districts (PIDs).**

Section 49.453, Texas Water Code, requires each district to make the form of notice containing the information in this form available to the public on the district's website or otherwise. **If available, Seller should use the district's form instead of this form.** If the district does not have the form of notice on its website or does not publish a form of notice, Seller should obtain the information from the district and complete this form with the information from the district.

## SELLER'S DISCLOSURE CONCERNING THE PROPERTY AT:

\_\_\_\_\_  
(Street Address and City)

**1. NAME OF SPECIAL DISTRICT:** The real property that you are about to purchase is located in the \_\_\_\_\_ and may be subject to district taxes or assessments.

\_\_\_\_\_  
(insert name of district)

**2. TAX RATE:** The district may, subject to voter approval, impose taxes and issue bonds. The district may impose an unlimited rate of tax in payment of such bonds. (Check only one box)

☐ The current rate of the district property tax is \_\_\_\_\_ on each \$100 of assessed valuation.

\_\_\_\_\_  
(insert current property tax rate)

☐ The district has not yet imposed taxes. The projected rate of the district property tax is \_\_\_\_\_ on each \$100 of assessed valuation.

\_\_\_\_\_  
(insert projected property tax rate)

**3. ASSESSMENTS:** The district may impose assessments and issue bonds and impose an assessment in payment of such bonds. (Check only one box)

☐ The rate of the district assessment is \_\_\_\_\_ on each \$100 of assessed valuation.

\_\_\_\_\_  
(insert current assessment amount)

☐ The amount of the district assessment on the real property that you are about to purchase is \_\_\_\_\_.

\_\_\_\_\_  
(insert current assessment amount)

☐ The district has not yet imposed an assessment, but the projected ☐ rate ☐ amount of the assessment is \_\_\_\_\_.

\_\_\_\_\_  
(insert projected assessment rate or amount)

**4. BONDS:**

A. The total amounts of bonds payable wholly or partly from ☐ property taxes ☐ assessments (☐ excluding refunding bonds that are separately approved by the voters ☐ excluding any bonds or any portions of bonds issued that are payable solely from revenues received or expected to be received under a contract with a governmental entity) approved by the voters are:

(1) \$ \_\_\_\_\_ for water, sewer, and drainage facilities;

\_\_\_\_\_  
(insert amount)

(2) \$ \_\_\_\_\_ for road facilities;

\_\_\_\_\_  
(insert amount)

(3) \$ \_\_\_\_\_ for parks and recreational facilities; and

\_\_\_\_\_  
(insert amount)

(4) \$ \_\_\_\_\_ for \_\_\_\_\_.

\_\_\_\_\_  
(insert amount)

\_\_\_\_\_  
(insert description of additional facilities, as applicable)

B. The aggregate initial principal amounts of all such bonds issued are:

(1) \$ \_\_\_\_\_ for water, sewer, and drainage facilities;

\_\_\_\_\_  
(insert amount)

(2) \$ \_\_\_\_\_ for road facilities;

\_\_\_\_\_  
(insert amount)

(3) \$ \_\_\_\_\_ for parks and recreational facilities; and

\_\_\_\_\_  
(insert amount)

(4) \$ \_\_\_\_\_ for \_\_\_\_\_.

\_\_\_\_\_  
(insert amount)

\_\_\_\_\_  
(insert description of additional facilities, as applicable)

Initialed for identification by Buyer \_\_\_\_\_ and Seller \_\_\_\_\_

TREC No.59-0  
TXR 1420

(Address of Property)

**5. STANDBY FEES:** The district sought and obtained approval of the Texas Commission on Environmental Quality to adopt and impose a standby fee. The amount of the standby fee is \$ \_\_\_\_\_ .  
(insert amount of standby fee)

An unpaid standby fee is a personal obligation of the person that owned the property at the time of imposition and is secured by a lien on the property. Any person may request a certificate from the district stating the amount, if any, of unpaid standby fees on a tract of property in the district.

**6. LOCATION:** (Check only one box, if applicable)

☐ The district is located wholly or partly in the extraterritorial jurisdiction of the City of \_\_\_\_\_ . Texas law governs the ability of a municipality to annex property in  
(insert name of municipality)

the municipality's extraterritorial jurisdiction and whether a district that is annexed by the municipality is dissolved.

☐ The district is located wholly or partly within the corporate boundaries of the City of \_\_\_\_\_ . The municipality and the district overlap, but may not provide  
(insert name of municipality)

duplicate services or improvements. Property located in the municipality and the district is subject to taxation by the municipality and the district.

**7. STRATEGIC PARTNERSHIP AGREEMENT:** (Check box and complete, if applicable)

☐ The district has entered into a strategic partnership agreement with the City of \_\_\_\_\_ . This agreement may address the timeframe, process, and procedures  
(insert name of municipality)

for the municipal annexation of the area of the district located in the municipality's extraterritorial jurisdiction.

**8. PURPOSE:** The purpose of the district is to provide the following facilities or services: (Check applicable boxes) ☐ water ☐ sewer ☐ drainage ☐ flood control ☐ firefighting ☐ road

☐ parks and recreational ☐ \_\_\_\_\_ . The cost of district facilities  
(insert other types of facilities or services, as applicable)

is not included in the purchase price of your property.

PURCHASER IS ADVISED THAT THE INFORMATION SHOWN ON THIS FORM IS SUBJECT TO CHANGE BY THE DISTRICT AT ANY TIME. THE DISTRICT ANNUALLY ESTABLISHES TAX RATES. PURCHASER IS ADVISED TO CONTACT THE DISTRICT TO DETERMINE THE STATUS OF ANY CURRENT OR PROPOSED CHANGES TO THE INFORMATION SHOWN ON THE FORM.

\_\_\_\_\_  
Signature of Seller Date

\_\_\_\_\_  
Signature of Seller Date

The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property or at closing of purchase of the real property.

\_\_\_\_\_  
Signature of Buyer Date

\_\_\_\_\_  
Signature of 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. 59-0.

TREC No.59-0  
TXR 1420



APPROVED BY THE TEXAS REAL ESTATE COMMISSION

**ADDENDUM FOR SELLER'S DISCLOSURE OF INFORMATION  
ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS  
AS REQUIRED BY FEDERAL LAW**

10-10-11

CONCERNING THE PROPERTY AT \_\_\_\_\_  
(Street Address and City)

**A. LEAD WARNING STATEMENT:** "Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-paint hazards is recommended prior to purchase."

**NOTICE: Inspector must be properly certified as required by federal law.**

**B. SELLER'S DISCLOSURE:**

1. PRESENCE OF LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS (check one box only):  
☐ (a) Known lead-based paint and/or lead-based paint hazards are present in the Property (explain): \_\_\_\_\_  
☐ (b) Seller has no actual knowledge of lead-based paint and/or lead-based paint hazards in the Property.
2. RECORDS AND REPORTS AVAILABLE TO SELLER (check one box only):  
☐ (a) Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the Property (list documents): \_\_\_\_\_  
☐ (b) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Property.

**C. BUYER'S RIGHTS** (check one box only):

- ☐ 1. Buyer waives the opportunity to conduct a risk assessment or inspection of the Property for the presence of lead-based paint or lead-based paint hazards.
- ☐ 2. Within ten days after the effective date of this contract, Buyer may have the Property inspected by inspectors selected by Buyer. If lead-based paint or lead-based paint hazards are present, Buyer may terminate this contract by giving Seller written notice within 14 days after the effective date of this contract, and the earnest money will be refunded to Buyer.

**D. BUYER'S ACKNOWLEDGMENT** (check applicable boxes):

- ☐ 1. Buyer has received copies of all information listed above.
- ☐ 2. Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*.

**E. BROKERS' ACKNOWLEDGMENT:** Brokers have informed Seller of Seller's obligations under 42 U.S.C. 4852d to:

(a) provide Buyer with the federally approved pamphlet on lead poisoning prevention; (b) complete this addendum; (c) disclose any known lead-based paint and/or lead-based paint hazards in the Property; (d) deliver all records and reports to Buyer pertaining to lead-based paint and/or lead-based paint hazards in the Property; (e) provide Buyer a period of up to 10 days to have the Property inspected; and (f) retain a completed copy of this addendum for at least 3 years following the sale. Brokers are aware of their responsibility to ensure compliance.

**F. CERTIFICATION OF ACCURACY:** The following persons have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Buyer \_\_\_\_\_ Date \_\_\_\_\_ Seller \_\_\_\_\_ Date \_\_\_\_\_

Buyer \_\_\_\_\_ Date \_\_\_\_\_ Seller \_\_\_\_\_ Date \_\_\_\_\_

Other Broker \_\_\_\_\_ Date \_\_\_\_\_ Listing Broker \_\_\_\_\_ Date \_\_\_\_\_

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 suitable for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 512-936-3000 (<http://www.trec.texas.gov>)

(TXR 1906) 10-10-11

**TREC No. OP-L**





## SELLER'S ESTIMATED NET PROCEEDS

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**The figures below are estimates. Actual costs and proceeds will vary. Estimates are not guaranteed.**

**Seller:** \_\_\_\_\_

**Address:** \_\_\_\_\_

Anticipated Closing Date: \_\_\_\_\_

Estimated Annual Property Taxes: \$ \_\_\_\_\_

Estimated Annual Maintenance Fees: \$ \_\_\_\_\_

Buyer's Anticipated Financing: ☐ Conventional ☐ VA ☐ FHA ☐ USDA ☐ Reverse Mortgage  
☐ Assumption ☐ Owner ☐ Cash

### Estimated Costs

Attorney's Fees / Doc. Prep. \_\_\_\_\_  
Brokers' Fees \_\_\_\_\_ % \_\_\_\_\_  
Condo. Transfer Fee \_\_\_\_\_  
Courier & Express Mail Fees \_\_\_\_\_  
Escrow Fee (one-half) \_\_\_\_\_  
Prorations\*:  
    Taxes Prorated for \_\_\_\_\_ days \_\_\_\_\_  
    Interest (Assumptions)\*\* \_\_\_\_\_  
    Maintenance Fees \_\_\_\_\_  
    Assessments \_\_\_\_\_  
    Rents \_\_\_\_\_  
Recording Fees \_\_\_\_\_  
Repairs Required by Buyer \_\_\_\_\_  
Repairs Required by Lender \_\_\_\_\_  
Residential Service Contract \_\_\_\_\_  
Seller Allowances or FHA/VA  
    Nonallowables (Para. 12) \_\_\_\_\_  
Survey Fee \_\_\_\_\_  
Tax Certificate Fee \_\_\_\_\_  
Title Policy - Owner's \_\_\_\_\_  
Wiring Fees \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Total Estimated Costs \_\_\_\_\_

### Estimated Proceeds to Seller:

Sales Price \_\_\_\_\_  
Less Estimated Costs ( \_\_\_\_\_ )  
Less Estimated Loan Payoff ( \_\_\_\_\_ )  
\_\_\_\_\_  
\_\_\_\_\_

Estimated Net Proceeds: \_\_\_\_\_

### After Closing Refunds

Estimated Unused Insurance \_\_\_\_\_  
Estimated Escrow Balance \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Total Estimated Refunds: \_\_\_\_\_

**Note:** Seller may be required to pay some costs directly to the service providers before closing.

Prepared by: \_\_\_\_\_

\* Prorations are calculated through the closing date.

\*\* Interest is prorated only in assumption transactions.





## RELOCATION ADDENDUM

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THIS FORM IS NOT A MANDATORY TEXAS REAL ESTATE COMMISSION FORM.

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### ADDENDUM TO CONTRACT CONCERNING THE PROPERTY AT

- A. ADDENDUM CONTROLS:** If any part of this addendum conflicts with a provision in the contract, this addendum will control.
- B. RELOCATION TRANSACTION:** Seller has or will acquire the Property in a relocation transaction. Seller is not an occupant of the Property. Seller's obligations under the contract are SUBJECT to Seller becoming the contractual owner of the Property. If Seller is not or does not become the contractual owner of the Property on or before the Closing Date, the contract will be null and void.
- C. PREQUALIFICATION LETTER:** If the contract is subject to Buyer obtaining Buyer Approval as provided in the Third Party Financing Addendum:
- ☐ (1) Buyer has delivered to Seller a conditional qualification letter on a form or in a format promulgated by the Texas Savings and Loan Department issued by a reputable lender.
- ☐ (2) Buyer shall be orally pre-qualified, at no cost or obligation to Buyer, for financing similar to the financing described in the Third Party Financing Addendum, by \_\_\_\_\_ (lender's name and phone) which ☐ is ☐ is not Seller's affiliate.
- D. CLOSING AGENT:** Unless Buyer's lender requires otherwise, the closing of the transaction described in the contract will be conducted by a closing agent of Seller's choice.
- E. TITLE COMPANY & COMMITMENT:** If Seller pays for the Title Policy, the Title Policy may, at Seller's option, be issued by the Title Company named in the contract or by any title insurance underwriter authorized to underwrite policies in the State of Texas that Seller chooses, provided that Buyer's lender does not object. For the reasons stated in Paragraph B above, Buyer acknowledges and agrees that the Property may be conveyed to Buyer by a person other than Seller. It is not grounds for the Buyer to object under Paragraph 6D of the contract if the Commitment shows title to the Property to be in the name of a person other than Seller.
- F. DISCLOSURE:**
- (1) Buyer acknowledges that:
- (a) Seller has or will acquire the Property as part of a relocation transaction;
  - (b) Seller is not an occupant of the Property;
  - (c) Seller is or may be a contractual owner of the Property or a representative of the legal title owner;
  - (d) Seller has limited actual knowledge of the Property's condition;
  - (e) the Property and its contents are not new and, except for any agreed repairs, are being sold **AS IS** in their present condition;
  - (f) Seller has delivered to Buyer copies of Seller's Disclosure Documents, which are attached to and made a part of this Addendum;
  - (g) Buyer has read and understands the Disclosure Documents;
  - (h) the Sales Price and other terms of the contract were negotiated with Buyer's knowledge of the contents of the Disclosure Documents;
  - (i) the Sales Price reflects the agreed-upon value of the Property **AS IS**, inclusive of all disclosures; and

- (j) neither the Seller nor Seller's agent has made any expressed or implied warranties or representations as to the Property's condition, except as given to Buyer in writing.
- (2) Buyer shall acknowledge receipt of the Disclosure Documents by initialing each document and signing the Disclosure Statement.
- (3) Buyer agrees that Buyer is not relying on the accuracy of the statements in the Disclosure Documents. Buyer may investigate the subject matter in the Disclosure Documents. Any obligation to make repairs based on the investigations or otherwise will be governed exclusively by Paragraph G.
- (4) At closing Buyer shall execute a Disclosure Acknowledgement that confirms that Buyer had the opportunity to review and investigate the matters in the Disclosure Documents. Buyer's closing of the transaction described in the contract constitutes Buyer's acceptance of the Property and Buyer's satisfaction or waiver of all investigations of matters in the Disclosure Documents.

**G. REPAIRS:**

- (1) Not later than 10 days after the Effective Date, Buyer may deliver to Seller: (i) a copy of all inspection reports; and (ii) a written list of any repairs to the Property that Buyer or Buyer's lender requires. Failure to deliver the inspection reports and the list of repairs within the time required will be deemed to be a waiver of Buyer's right to inspect and designate repairs.
- (2) If Buyer timely delivers the information under G(1) and the cost to repair the items in the list of repairs does not exceed \$ \_\_\_\_\_ for treatment and repairs from wood-destroying insects and \$ \_\_\_\_\_ for all other repairs, Seller shall, not later than 5 days before closing notify Buyer in writing that Seller shall:
  - (a) repair the items in the list of repairs; or
  - (b) give Buyer a credit for the items to be repaired in an amount that equals or exceeds estimates that Seller obtains from reputable contractors to complete the repairs.
- (3) If the cost to repair exceeds the amounts stated under G(2), Seller shall, not later than 5 days before closing, notify Buyer in writing that Seller shall:
  - (a) repair all of the items in the list of repairs;
  - (b) give Buyer a credit for all of the items designated on the list of repairs in an amount that equals or exceeds estimates that Seller obtains from reputable contractors to complete the repairs; or
  - (c) terminate this contract and the earnest money will be refunded to Buyer.
- (4) Seller is not liable for the quality of any repairs. Buyer shall look only to the contractor that performs a repair for the satisfaction of any claims that Buyer may have regarding repairs.
- (5) If a credit is given under G(2) or G(3):
  - (a) Buyer releases Seller of any obligation regarding repairs;
  - (b) the amount of the credit must be shown on the TILA-RESPA Closing Disclosure form; and
  - (c) the credit will be applied to Buyer's Expenses at closing and if Buyer's lender objects to the credit, the credit will be applied to the Sales Price with proportional adjustments in Paragraphs 3A and 3B of the contract.

**H. CLOSING:** The closing of the transaction described in the contract and the acceptance of the deed to the Property by Buyer constitutes Buyer's acknowledgement that the condition of the Property and fixtures, equipment, appliances, and other tangible personal property on the Property are acceptable to Buyer. Seller shall have no further responsibility or obligation concerning the Property after closing. By closing, Buyer waives all rights Buyer may have against the Seller concerning the condition of the Property. This provision survives closing.

- I. POSSESSION:** Notwithstanding which box is checked under Paragraph 10 of the contract, Seller shall deliver possession of the Property upon closing and funding. Buyer may not occupy the Property before closing and funding.
- J. FINALITY OF PRORATIONS:** Notwithstanding Paragraph 13 of the contract, the parties will not adjust prorations after closing. Prorations made at closing in accordance with Paragraph 13 are final and are not adjustable except to correct errors in calculations made at closing.
- K. NO MEDIATION:** Notwithstanding Paragraph 16 of the contract, any dispute involving Seller related to this contract will not be submitted to mediation.
- L. NO OPTION:** The Buyer's right to a Termination Option under Paragraph 5 of the contract does not apply and any reference to such right or obligation is struck for all purposes.
- M. ACCEPTANCE OF OFFER:** Buyer understands that Seller may have orally accepted an offer from Buyer to purchase the Property. Buyer gives Seller's broker permission to deposit the earnest money. Seller shall forward the executed contract to the Escrow Agent as soon as possible. However, both parties understand and agree that no binding and enforceable agreement exists between Seller and Buyer unless the contract is fully executed by Seller and notice of final acceptance is given to the Buyer or Buyer's broker.
- N. FAXES:** Facsimile transmittals of signed documents are legally binding on the parties. At Seller's request, any documents transmitted by facsimile will be substantiated by original signatures as soon as reasonably practicable. The parties may not assert the use of facsimile transmittals as a defense to any dispute involving the contract of the Property and each party forever waives any such defense.
- O. SPECIAL PROVISIONS:** *(Inquire with the listing agent if the relocation company requires company-specific provisions.)*
- P. CONSULT AN ATTORNEY.** The Texas Real Estate Commission prohibits real estate license holders from giving legal advice. READ THIS ADDENDUM CAREFULLY. If you do not understand the effect of this addendum, consult your attorney BEFORE signing.

\_\_\_\_\_  
Buyer Date

\_\_\_\_\_  
Seller Date

\_\_\_\_\_  
Buyer Date

\_\_\_\_\_  
Seller Date