



# 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



# 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



## 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.

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**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



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 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 for the municipal annexation of the area of the district located in the municipality's extraterritorial jurisdiction.  
(insert name of municipality)

**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 is not included in the purchase price of your property.  
(insert other types of facilities or services, as applicable)

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.



## NOTICE FROM BUYER'S AGENT TO SELLER

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To: \_\_\_\_\_ (Seller)

From: Imagine Realty International (Broker)

Re: \_\_\_\_\_ (Property)

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

- A. Your real estate broker has asked that I deliver the enclosed offer to you.
- B. My client is the prospective buyer(s).
- C. I am obliged to inform my client of any material information you provide to me.
- D. I will not provide you with:
  - (1) opinions or advice;
  - (2) assistance in evaluating any offer;
  - (3) assistance in drafting any offer, response to any offer, disclosure, notice, or other information;
  - (4) relevant market information;
  - (5) information related to any contractual duty you may have;
  - (6) assistance in arranging for the completion of any obligations you may be required to meet under a contract; or
  - (7) information related to other service providers, such as title companies, mortgage companies, insurance companies, attorneys, inspectors, contractors, surveyors, engineers, and others.
- E. I encourage you to contact your broker or your attorney for assistance. Texas Real Estate Commission Rules provide that a broker is obligated under a listing agreement to negotiate the best possible transaction for the principal (seller).

**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.**



# AMENDMENT TO BUYER/TENANT REPRESENTATION AGREEMENT

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On or about \_\_\_\_\_, Client and Broker entered into a Buyer/Tenant Representation Agreement (the Agreement).

Effective \_\_\_\_\_, Client and Broker amend the Agreement as follows:

A. The "market area" in Paragraph 3 is redefined as \_\_\_\_\_.

B. The date the Agreement ends specified in Paragraph 4 is changed to \_\_\_\_\_.

C. (For TXR 1507 only)

(1) Brokers Obligations in Paragraph 5 is changed to  Full Services or  Showing Services.

(2) Client  does or  does not authorize Broker to act as an intermediary under Paragraph 8.

Note: To change Broker's Fees, also complete Paragraph D below.

D. (For TXR 1501 and TXR 1507 only) Broker's Fees in Paragraph 7A are changed to (Complete all that apply):

(1) (Purchases) \_\_\_\_\_ % of the sales price or a flat fee of \$ \_\_\_\_\_ if Client purchases the following property: \_\_\_\_\_.

(2) (Leases) \_\_\_\_\_ % of one month's rent or \_\_\_\_\_ % of all rents to be paid over the term of the lease or a flat fee of \$ \_\_\_\_\_ if Client leases the following property: \_\_\_\_\_.

E. (For TXR 1501 and TXR 1507 only) Bonuses. In addition to Broker's Fee listed in Paragraph 7A, Broker will be paid a bonus from seller, landlord, or their agent in an amount equal to \$ \_\_\_\_\_ if Client purchases or leases the following property: \_\_\_\_\_ (property address).

F. Client instructs Broker to cease providing services under the Agreement on \_\_\_\_\_ and to resume providing services on:  (1) receipt of further instructions from Client; or  (2) \_\_\_\_\_.

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

G. Paragraph(s) \_\_\_\_\_ are changed as follows:

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

\_\_\_\_\_  
Client's Printed Name

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

\_\_\_\_\_  
Client's Signature Date

**Lynne McCarthy**

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

\_\_\_\_\_  
Client's Printed Name

\_\_\_\_\_  
Client's Signature Date



# THIRD PARTY FINANCING ADDENDUM



TO CONTRACT CONCERNING THE PROPERTY AT

(Street Address and City)

**1. TYPE OF FINANCING AND DUTY TO APPLY AND OBTAIN APPROVAL:** Buyer shall apply promptly for all financing described below and make every reasonable effort to obtain approval for the financing, including but not limited to furnishing all information and documents required by Buyer's lender. (Check applicable boxes):

- A. CONVENTIONAL FINANCING:
  - (1) A first mortgage loan in the principal amount of \$ \_\_\_\_\_ (excluding any financed PMI premium), due in full in \_\_\_\_\_ year(s), with interest not to exceed \_\_\_\_\_ % per annum for the first \_\_\_\_\_ year(s) of the loan with Origination Charges as shown on Buyer's Loan Estimate for the loan not to exceed \_\_\_\_\_ % of the loan.
  - (2) A second mortgage loan in the principal amount of \$ \_\_\_\_\_ (excluding any financed PMI premium), due in full in \_\_\_\_\_ year(s), with interest not to exceed \_\_\_\_\_ % per annum for the first \_\_\_\_\_ year(s) of the loan with Origination Charges as shown on Buyer's Loan Estimate for the loan not to exceed \_\_\_\_\_ % of the loan.
- B. TEXAS VETERANS LOAN: A loan(s) from the Texas Veterans Land Board of \$ \_\_\_\_\_ for a period in the total amount of \_\_\_\_\_ years at the interest rate established by the Texas Veterans Land Board.
- C. FHA INSURED FINANCING: A Section \_\_\_\_\_ FHA insured loan of not less than \$ \_\_\_\_\_ (excluding any financed MIP), amortizable monthly for not less than \_\_\_\_\_ years, with interest not to exceed \_\_\_\_\_ % per annum for the first \_\_\_\_\_ year(s) of the loan with Origination Charges as shown on Buyer's Loan Estimate for the loan not to exceed \_\_\_\_\_ % of the loan.
- D. VA GUARANTEED FINANCING: A VA guaranteed loan of not less than \$ \_\_\_\_\_ (excluding any financed Funding Fee), amortizable monthly for not less than \_\_\_\_\_ years, with interest not to exceed \_\_\_\_\_ % per annum for the first \_\_\_\_\_ year(s) of the loan with Origination Charges as shown on Buyer's Loan Estimate for the loan not to exceed \_\_\_\_\_ % of the loan.
- E. USDA GUARANTEED FINANCING: A USDA-guaranteed loan of not less than \$ \_\_\_\_\_ (excluding any financed Funding Fee), amortizable monthly for not less than \_\_\_\_\_ years, with interest not to exceed \_\_\_\_\_ % per annum for the first \_\_\_\_\_ year(s) of the loan with Origination Charges as shown on Buyer's Loan Estimate for the loan not to exceed \_\_\_\_\_ % of the loan.
- F. REVERSE MORTGAGE FINANCING: A reverse mortgage loan (also known as a Home Equity Conversion Mortgage loan) in the original principal amount of \$ \_\_\_\_\_ (excluding any financed PMI premium or other costs), with interest not to exceed \_\_\_\_\_ % per annum for the first \_\_\_\_\_ year(s) of the loan with Origination Charges as shown on Buyer's Loan Estimate for the loan not to exceed \_\_\_\_\_ % of the loan. The reverse mortgage loan  will  will not be an FHA insured loan.
- G. OTHER FINANCING: A loan not of a type described above from \_\_\_\_\_ (name of lender) in the principal amount of \$ \_\_\_\_\_ due in \_\_\_\_\_ year(s), with interest not to exceed \_\_\_\_\_ % per annum for the first \_\_\_\_\_ year(s) of the loan with Origination Charges not to exceed \_\_\_\_\_ % of the loan. Buyer  does  does not waive all rights to terminate the contract under Paragraph 2B of this addendum for the loan described in this paragraph.

**2. APPROVAL OF FINANCING:** Approval for the financing described above will be deemed to have been obtained when Buyer Approval and Property Approval are obtained. **Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

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

TREC NO. 40-11  
TXR 1901

(Address of Property)

A. BUYER APPROVAL (Check one box only):

- This contract is subject to Buyer obtaining Buyer Approval. If Buyer cannot obtain Buyer Approval, Buyer may terminate this contract within \_\_\_\_ days after the Effective Date of the contract by giving Seller: (i) notice of termination; and (ii) a copy of a written statement from the lender setting forth the reason(s) for lender's determination. If Buyer terminates the contract under this provision, this contract will terminate and the earnest money will be refunded to Buyer. If Buyer does not terminate the contract under Paragraph 2A, the contract shall no longer be subject to the Buyer obtaining Buyer Approval. Buyer Approval will be deemed to have been obtained when (i) the terms of the loan(s) described above are available and (ii) lender determines that Buyer has satisfied all of lender's requirements related to Buyer's assets, income and credit history.
- This contract is not subject to Buyer obtaining Buyer Approval.

B. PROPERTY APPROVAL: If Buyer's lender determines that the Property does not satisfy lender's underwriting requirements for the loan (including but not limited to appraisal, insurability, and lender required repairs) Buyer may terminate this contract on or before the 3rd day before the Closing Date by giving Seller: (i) notice of termination; and (ii) a copy of a written statement from the lender setting forth the reason(s) for lender's determination. If Buyer terminates under this paragraph, the earnest money will be refunded to Buyer. If Buyer does not terminate under this paragraph, Property Approval is deemed to have been obtained.

3. SECURITY: If required by Buyer's lender, each note for the financing described above must be secured by vendor's and deed of trust liens.

4. FHA/VA REQUIRED PROVISION: If the financing described above involves FHA insured or VA financing, it is expressly agreed that, notwithstanding any other provision of this contract, the purchaser (Buyer) shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise: (i) unless the Buyer has been given in accordance with HUD/FHA or VA requirements a written statement issued by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement Lender setting forth the appraised value of the Property of not less than \$ \_\_\_\_\_ or (ii) if the contract purchase price or cost exceeds the reasonable value of the Property established by the Department of Veterans Affairs. The 3-day notice of termination requirement in Paragraph 2B does not apply to this Paragraph 4.

A. The Buyer shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation or the reasonable value established by the Department of Veterans Affairs.

B. If FHA financing is involved, the appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value or the condition of the Property. The Buyer should satisfy himself/herself that the price and the condition of the Property are acceptable.

C. If VA financing is involved and if Buyer elects to complete the purchase at an amount in excess of the reasonable value established by the VA, Buyer shall pay such excess amount in cash from a source which Buyer agrees to disclose to the VA and which Buyer represents will not be from borrowed funds except as approved by VA. If VA reasonable value of the Property is less than the Sales Prices, Seller may reduce the Sales Price to an amount equal to the VA reasonable value and the sale will be closed at the lower Sales Price with proportionate adjustments to the down payment and the loan amount.

5. AUTHORIZATION TO RELEASE INFORMATION:

A. Buyer authorizes Buyer's lender to furnish to Seller or Buyer or their representatives information relating to the status of the approval for the financing.

B. Seller and Buyer authorize Buyer's lender, title company, and Escrow Agent to disclose and furnish a copy of the closing disclosures and settlement statements to the parties' respective brokers and sales agents provided under Broker Information.

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Seller



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# NOTICE OF BUYER'S TERMINATION OF CONTRACT



CONCERNING THE CONTRACT FOR THE SALE OF THE PROPERTY AT

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

BETWEEN THE UNDERSIGNED BUYER AND \_\_\_\_\_  
\_\_\_\_\_  
(SELLER)

Buyer notifies Seller that the contract is terminated pursuant to the following:

- (1) The unrestricted right of Buyer to terminate the contract under Paragraph 5 of the contract.
- (2) Buyer cannot obtain Buyer Approval in accordance with the Third Party Financing Addendum to the contract. Buyer has delivered to Seller lender's written statement setting forth the reason(s) for lender's determination.
- (3) The Property does not satisfy Property Approval in accordance with the Third Party Financing Addendum to the contract. Buyer has delivered to Seller lender's written statement setting forth the reason(s) for lender's determination.
- (4) Buyer elects to terminate under Paragraph A of the Addendum for Property Subject to Mandatory Membership in a Property Owners' Association.
- (5) Buyer elects to terminate under Paragraph 7B(2) of the contract relating to the Seller's Disclosure Notice.
- (6) Buyer elects to terminate under Paragraph (3) of the Addendum Concerning Right to Terminate Due to Lender's Appraisal. Buyer has delivered a copy of the Appraisal to Seller.
- (7) Buyer elects to terminate under Paragraph 6.D. of the contract (6.C. for Residential Condominium Contract) because timely objections were not cured by the end of the Cure Period.
- (8) Other (*identify the paragraph number of contract or the addendum*): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*NOTE: This notice is not an election of remedies. Release of the earnest money is governed by the contract.*

**CONSULT AN ATTORNEY BEFORE SIGNING: TREC rules prohibit real estate license holders from giving legal advice. READ THIS FORM CAREFULLY.**

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



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**TREC No.38-8  
TXR 1902**



AMENDMENT TO CONTRACT CONCERNING THE PROPERTY AT



(Street Address and City)

Seller and Buyer amend the contract as follows: (check each applicable box)

- (1) The Sales Price in Paragraph 3 of the contract is:
A. Cash portion of Sales Price payable by Buyer at closing
B. Sum of financing described in the contract
C. Sales Price (Sum of A and B)
(2) In addition to any repairs and treatments otherwise required by the contract, Seller, at Seller's expense, shall complete the following repairs and treatments:
(3) The date in Paragraph 9 of the contract is changed to
(4) The amount in Paragraph 12A(1)(b) of the contract is changed to
(5) The amount in Paragraph 12A(1)(c) of the contract is changed to
(6) The cost of lender required repairs and treatment, as itemized on the attached list, will be paid as follows:
(7) Buyer has paid Seller an additional Option Fee of \$
(8) Buyer waives the unrestricted right to terminate the contract for which the Option Fee was paid.
(9) The date for Buyer to give written notice to Seller that Buyer cannot obtain Buyer Approval as set forth in the Third Party Financing Addendum is changed to
(10) Other Modifications: (Real estate brokers and sales agents are prohibited from practicing law.)

CONSULT AN ATTORNEY BEFORE SIGNING: TREC rules prohibit real estate brokers and sales agents from giving legal advice. READ THIS FORM CAREFULLY.

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

Buyer

Seller

Buyer

Seller



This form has been approved by the Texas Real Estate Commission for use with similarly approved or promulgated contract forms. Such approval relates to this form only. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 512-936-3000 (http://www.trec.texas.gov ) TREC No. 39-10. This form replaces TREC No. 39-9.

TREC NO. 39-10 TXR 1903



## RELEASE OF EARNEST MONEY

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### RELEASE OF EARNEST MONEY BETWEEN THE UNDERSIGNED BUYER AND SELLER CONCERNING THE PROPERTY AT

**NOTICE: This form provides for the release of the parties, brokers, and title companies from all liability under the contract (not just for disbursement of earnest money). Do not sign this form if it is not your intention to release all the persons signing this form from all liability under the contract. READ THIS RELEASE CAREFULLY. If you do not understand the effect of this release, consult your attorney BEFORE signing.**

A. The undersigned Buyer and Seller release each other, any broker, title company, and escrow agent from any and all liability under the aforementioned contract.

B. The undersigned direct \_\_\_\_\_ (escrow agent) to disburse the earnest money as follows:

\$ \_\_\_\_\_ to \_\_\_\_\_

\$ \_\_\_\_\_ to \_\_\_\_\_

\$ \_\_\_\_\_ to \_\_\_\_\_

\$ \_\_\_\_\_ to \_\_\_\_\_

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

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

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

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

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

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

\_\_\_\_\_  
Other/Cooperating Broker

\_\_\_\_\_  
Broker Listing/Principal Broker

By \_\_\_\_\_  
Date

By \_\_\_\_\_  
Date

Address: **22210 Highland Knolls**  
**Katy, TX 77450**

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



**ADDENDUM FOR RESERVATION OF OIL, GAS, AND OTHER MINERALS**



**ADDENDUM TO CONTRACT CONCERNING THE PROPERTY AT**

(Street Address and City)

*NOTICE: For use ONLY if Seller reserves all or a portion of the Mineral Estate.*

- A. "Mineral Estate" means all oil, gas, and other minerals in and under and that may be produced from the Property, any royalty under any existing or future mineral lease covering any part of the Property, executive rights (including the right to sign a mineral lease covering any part of the Property), implied rights of ingress and egress, exploration and development rights, production and drilling rights, mineral lease payments, and all related rights and benefits. The Mineral Estate does NOT include water, sand, gravel, limestone, building stone, caliche, surface shale, near-surface lignite, and iron, but DOES include the reasonable use of these surface materials for mining, drilling, exploring, operating, developing, or removing the oil, gas, and other minerals from the Property.
- B. *Subject to Section C below*, the Mineral Estate owned by Seller, if any, will be conveyed unless reserved as follows (check one box only):
  - (1) Seller reserves all of the Mineral Estate owned by Seller.
  - (2) Seller reserves an undivided \_\_\_\_\_ interest in the Mineral Estate owned by Seller. *NOTE: If Seller does not own all of the Mineral Estate, Seller reserves only this percentage or fraction of Seller's interest.*
- C. Seller  does  does *not* waive rights of ingress and egress and of reasonable use of the Property (including surface materials) that are part of the Mineral Estate for mining, drilling, exploring, operating, developing, or removing the oil, gas, and other minerals. *NOTE: Surface rights that may be held by other owners of the Mineral Estate who are not parties to this transaction (including existing mineral lessees) will NOT be affected by Seller's election. Seller's failure to complete Section C will be deemed an election to convey all surface rights described herein.*
- D. If Seller does not reserve all of Seller's interest in the Mineral Estate, Seller shall, within 7 days after the Effective Date, provide Buyer with the current contact information of any existing mineral lessee known to Seller.

**IMPORTANT NOTICE:** The Mineral Estate affects important rights, the full extent of which may be unknown to Seller. A full examination of the title to the Property completed by an attorney with expertise in this area is the only proper means for determining title to the Mineral Estate with certainty. In addition, attempts to convey or reserve certain interest out of the Mineral Estate separately from other rights and benefits owned by Seller may have unintended consequences. Precise contract language is essential to preventing disagreements between present and future owners of the Mineral Estate.

If Seller or Buyer has any questions about their respective rights and interests in the Mineral Estate and how such rights and interests may be affected by this contract, they are strongly encouraged to consult an attorney with expertise in this area.

**CONSULT AN ATTORNEY BEFORE SIGNING:** TREC rules prohibit real estate brokers and sales agents from giving legal advice. READ THIS FORM CAREFULLY.

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Seller



The form of this addendum has been approved by the Texas Real Estate Commission for use with similarly approved or promulgated contract forms. Such approval relates to this contract form only. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 512-936-3000 (<http://www.trec.texas.gov>) TREC No. 44-3. This form replaces TREC No. 44-2.



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 <b>Lynne McCarthy</b>	Date	Listing Broker	Date

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**T-47 RESIDENTIAL REAL PROPERTY AFFIDAVIT**

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

GF No. \_\_\_\_\_

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

Address of Affiant: \_\_\_\_\_

Description of Property: \_\_\_\_\_

County \_\_\_\_\_, Texas

Date of Survey: \_\_\_\_\_

"Title Company" as used herein is the Title Insurance Company whose policy of title insurance is issued in reliance upon the statements contained herein.

Before me, the undersigned notary for the State of \_\_\_\_\_ personally appeared Affiant(s) who after by me being duly sworn, stated:

1. I am an owner of the Property. (Or state other basis for knowledge by Affiant of the Property, such as lease, management, neighbor, etc. For example, "Affiant is the manager of the Property for the record title owners.")
2. I am familiar with the property and the improvements located on the Property.
3. I am closing a transaction requiring title insurance and the proposed insured owner or lender has requested area and boundary coverage in the title insurance policy(ies) to be issued in this transaction. I understand that the Title Company may make exceptions to the coverage of the title insurance as Title Company may deem appropriate. I understand that the owner of the property, if the current transaction is a sale, may request a similar amendment to the area and boundary coverage in the Owner's Policy of Title Insurance upon payment of the promulgated premium.
4. To the best of my actual knowledge and belief, since Date of the Survey, there have been no:
  - a. construction projects such as new structures, additional buildings, rooms, garages, swimming pools, deckings, or other permanent improvements or fixtures;
  - b. changes in the location of boundary fences or boundary walls;
  - c. construction projects on immediately adjoining property(ies) which construction occurred on or near the boundary of the Property;
  - d. conveyances, replattings, easement grants and/or easement dedications (such as a utility line) by any party affecting the Property.

EXCEPT for the following (If None, Insert "None" Below):

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

5. I understand that Title Company is relying on the truthfulness of the statements made in this Affidavit to provide the area and boundary coverage and upon the evidence of the existing real property survey of the Property. This Affidavit is not made for the benefit of any other parties and this Affidavit does not constitute a warranty or guarantee of the location of improvements.

6. I understand that I have no liability to Title Company should the information in this Affidavit be incorrect other than information that I personally know to be incorrect and which I do not disclose to the Title Company.

<p>I declare under penalty of perjury that the foregoing is true and correct.</p> <p>Signed:</p> <p>_____</p> <p>Affiant</p>	<p>I declare under penalty of perjury that the foregoing is true and correct.</p> <p>Signed:</p> <p>_____</p> <p>Affiant</p>
--	--

SWORN AND SUBSCRIBED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Notary Public



**ADDENDUM FOR  
SALE OF OTHER PROPERTY BY BUYER  
TO CONTRACT CONCERNING THE PROPERTY AT**

\_\_\_\_\_  
(Address of Property)

**A.** The contract is contingent upon Buyer's **receipt of the proceeds** from the sale of Buyer's property at \_\_\_\_\_ (Address) on or before \_\_\_\_\_, \_\_\_\_\_ (the Contingency). If the Contingency is not satisfied or waived by Buyer by the above date, the contract will terminate automatically and the earnest money will be refunded to Buyer.

NOTICE: The date inserted in this Paragraph should be no later than the Closing Date specified in Paragraph 9 of the contract.

**B.** If Seller accepts a written offer to sell the Property, Seller shall notify Buyer (1) of such acceptance **AND** (2) that Seller requires Buyer to waive the Contingency. Buyer must waive the Contingency on or before the \_\_\_\_\_ day after Seller's notice to Buyer; otherwise the contract will terminate automatically and the earnest money will be refunded to Buyer.

**C.** Buyer may waive the Contingency only by notifying Seller of the waiver and depositing \$ \_\_\_\_\_ with escrow agent as additional earnest money. All notices must be in writing and are effective when delivered in accordance with the contract.

**D.** If Buyer waives the Contingency and fails to close and fund solely due to Buyer's non-receipt of proceeds from Buyer's sale of the Property described in Paragraph A, Buyer will be in default. If such default occurs, Seller may exercise the remedies specified in Paragraph 15 of the contract.

**E.** For purposes of this Addendum time is of the essence; strict compliance with the times for performance stated herein is required.

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Seller

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NOTICES REGARDING CONTINGENCY UNDER
ADDENDUM FOR SALE OF OTHER PROPERTY BY BUYER

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

Buyer: \_\_\_\_\_

Re: The contract concerning the Property at \_\_\_\_\_

A. Seller's Notice to Buyer to Remove Contingency:

- (1) Seller has accepted another written offer to purchase the Property.
(2) Buyer may waive the contingency by notifying Seller in writing of the waiver and depositing any required additional earnest money with the escrow agent within the time required under the Addendum for Sale of Other Property by Buyer.
(3) If Buyer does not waive the contingency and deposit the additional earnest money within the time required, the contract will terminate and the earnest money will be refunded to Buyer.

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

B. Buyer's Response to Seller's Notice to Remove Contingency:

- (1) Buyer waives the contingency and deposits the additional earnest money with the escrow agent.
(2) Buyer does not waive the contingency. The contract is terminated and the earnest money will be refunded to Buyer.

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



# SELLER FINANCING ADDENDUM TO CONTRACT CONCERNING THE PROPERTY AT

(Address of Property)

Agreements for Seller Financing can be complicated and may be subject to laws regulating loans. CONSULT AN ATTORNEY AND A FINANCIAL PROFESSIONAL BEFORE SIGNING. Seller may have accounting or reporting obligations concerning the Seller Financing. TREC rules prohibit real estate brokers and agents from giving legal advice. READ THIS ADDENDUM CAREFULLY.

**A. CREDIT DOCUMENTATION.** To establish Buyer's creditworthiness, Buyer shall deliver to Seller within \_\_\_\_\_ days after the Effective Date of this contract,  credit report  verification of employment, including salary  verification of funds on deposit in financial institutions  current financial statement and  \_\_\_\_\_.

Buyer hereby authorizes any credit reporting agency to furnish copies of Buyer's credit reports to Seller at Buyer's sole expense.

**B. BUYER'S CREDIT APPROVAL.** If the credit documentation described in Paragraph A is not delivered within the specified time, Seller may terminate this contract by notice to Buyer given at any time before all of the required credit documentation is furnished, and the earnest money will be paid to Seller. If the credit documentation is delivered, and Seller determines in Seller's sole discretion that Buyer's credit is unacceptable, Seller may terminate this contract by notice to Buyer within 7 days after expiration of the time for delivery or its actual delivery, whichever is later, and the earnest money will be refunded to Buyer. If Seller does not terminate this contract, Seller will be deemed to have approved Buyer's creditworthiness.

**C. PROMISSORY NOTE.** The promissory note in the amount of \$ \_\_\_\_\_ (Note), included in Paragraph 3B of the contract payable by Buyer to the order of Seller will bear interest at the rate of \_\_\_\_\_ % per annum and be payable at the place designated by Seller. Buyer may prepay the Note in whole or in part at any time without penalty. Any prepayments are to be applied to the payment of the installments of principal last maturing and interest will immediately cease on the prepaid principal. The Note will contain a provision for payment of a late fee of 5% of any installment not paid within 10 days of the due date. Matured unpaid amounts will bear interest at the rate of 18% per annum or at the highest lawful rate, whichever is less. The Note will be payable as follows: (check one box only)

- (1) In one payment due \_\_\_\_\_ after the date of the Note with interest payable  at maturity  monthly  quarterly (check one box only).
- (2) In monthly installments of \$ \_\_\_\_\_  including interest  plus interest (check one box only) beginning \_\_\_\_\_ after the date of the Note and continuing monthly thereafter for \_\_\_\_\_ months when the balance of the Note will be due and payable.
- (3) Interest only in monthly installments for the first \_\_\_\_\_ month(s) and thereafter in installments of \$ \_\_\_\_\_  including interest  plus interest (check one box only) beginning \_\_\_\_\_ after the date of the Note and continuing monthly thereafter for \_\_\_\_\_ months when the balance of the Note will be due and payable.

**D. DEED OF TRUST.** The deed of trust securing the Note will provide for the following:

(1) PROPERTY TRANSFERS: (check one box only)

- (a) Consent Not Required: The Property may be sold, conveyed or leased without the consent of Seller, provided any subsequent buyer assumes the Note.

(Address of Property)

- (b) Consent Required: If all or any part of the Property is sold, conveyed, leased for a period longer than 3 years, leased with an option to purchase, or otherwise sold (including any contract for deed), without Seller's prior written consent, which consent may be withheld in Seller's sole discretion, Seller may declare the balance of the Note to be immediately due and payable. The creation of a subordinate lien, any conveyance under threat or order of condemnation, any deed solely between buyers, or the passage of title by reason of the death of a buyer or by operation of law will not entitle Seller to exercise the remedies provided in this paragraph.

NOTE: Under (a) or (b), Buyer's liability to pay the Note will continue unless Buyer obtains a release of liability from Seller.

- (2) CASUALTY INSURANCE: The deed of trust will provide that Buyer  shall  shall not obtain casualty insurance naming Seller as a mortgagee loss payee effective on the date of closing.

(3) TAX AND INSURANCE ESCROW: (check one box only)

- (a) Escrow Not Required: Buyer shall furnish Seller, before each year's ad valorem taxes become delinquent, evidence that all ad valorem taxes on the Property have been paid. Buyer shall annually furnish Seller evidence of any required paid-up casualty insurance.

- (b) Escrow Required: With each installment Buyer shall deposit in escrow with Seller a pro rata part of the estimated annual ad valorem taxes and any required casualty insurance premiums for the Property. Buyer shall pay any deficiency within 30 days after notice from Seller. Buyer's failure to pay the deficiency will be a default under the deed of trust. Buyer is not required to deposit any escrow payments for taxes and any required insurance that are deposited with a superior lienholder. Seller will provide Buyer with an annual accounting of the escrow account, use escrow deposits to pay taxes and any required insurance premiums in a timely manner if and to the extent funds are available in the escrow account, and hold the escrow deposit in a separate account. The escrow account  will  will not be serviced by a third-party servicer.  Buyer  Seller will pay the cost of escrow service.

- (4) PRIOR LIENS: Any default under any lien superior to the lien securing the Note will be a default under the deed of trust securing the Note.

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Seller



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**ADDENDUM FOR  
COASTAL AREA PROPERTY**  
(SECTION 33.135, TEXAS NATURAL RESOURCES CODE)  
**TO CONTRACT CONCERNING THE PROPERTY AT**

\_\_\_\_\_  
(Address of Property)

**NOTICE REGARDING COASTAL AREA PROPERTY**

1. The real property described in and subject to this contract adjoins and shares a common boundary with the tidally influenced submerged lands of the state. The boundary is subject to change and can be determined accurately only by a survey on the ground made by a licensed state land surveyor in accordance with the original grant from the sovereign. The owner of the property described in this contract may gain or lose portions of the tract because of changes in the boundary.
2. The seller, transferor, or grantor has no knowledge of any prior fill as it relates to the property described in and subject to this contract except: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.
3. State law prohibits the use, encumbrance, construction, or placing of any structure in, on, or over state-owned submerged lands below the applicable tide line, without proper permission.
4. The purchaser or grantee is hereby advised to seek the advice of an attorney or other qualified person as to the legal nature and effect of the facts set forth in this notice on the property described in and subject to this contract. Information regarding the location of the applicable tide line as to the property described in and subject to this contract may be obtained from the surveying division of the General Land Office in Austin.

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Seller

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**ADDENDUM FOR  
PROPERTY LOCATED SEAWARD OF THE  
GULF INTRACOASTAL WATERWAY  
(SECTION 61.025, TEXAS NATURAL RESOURCES CODE)  
TO CONTRACT CONCERNING THE PROPERTY AT**

(Address of Property)

**DISCLOSURE NOTICE CONCERNING LEGAL AND ECONOMIC RISKS OF PURCHASING  
COASTAL REAL PROPERTY NEAR A BEACH**

WARNING: THE FOLLOWING NOTICE OF POTENTIAL RISKS OF ECONOMIC LOSS TO YOU AS THE PURCHASER OF COASTAL REAL PROPERTY IS REQUIRED BY STATE LAW.

- READ THIS NOTICE CAREFULLY. DO NOT SIGN THIS CONTRACT UNTIL YOU FULLY UNDERSTAND THE RISKS YOU ARE ASSUMING.
- BY PURCHASING THIS PROPERTY, YOU MAY BE ASSUMING ECONOMIC RISKS OVER AND ABOVE THE RISKS INVOLVED IN PURCHASING INLAND REAL PROPERTY.
- IF YOU OWN A STRUCTURE LOCATED ON COASTAL REAL PROPERTY NEAR A GULF COAST BEACH, IT MAY COME TO BE LOCATED ON THE PUBLIC BEACH BECAUSE OF COASTAL EROSION AND STORM EVENTS.
- AS THE OWNER OF A STRUCTURE LOCATED ON THE PUBLIC BEACH, YOU COULD BE SUED BY THE STATE OF TEXAS AND ORDERED TO REMOVE THE STRUCTURE.
- THE COSTS OF REMOVING A STRUCTURE FROM THE PUBLIC BEACH AND ANY OTHER ECONOMIC LOSS INCURRED BECAUSE OF A REMOVAL ORDER WOULD BE SOLELY YOUR RESPONSIBILITY.

The real property described in this contract is located seaward of the Gulf Intracoastal Waterway to its southernmost point and then seaward of the longitudinal line also known as 97 degrees, 12', 19" which runs southerly to the international boundary from the intersection of the centerline of the Gulf Intracoastal Waterway and the Brownsville Ship Channel. If the property is in close proximity to a beach fronting the Gulf of Mexico, the purchaser is hereby advised that the public has acquired a right of use or easement to or over the area of any public beach by prescription, dedication, or presumption, or has retained a right by virtue of continuous right in the public since time immemorial, as recognized in law and custom.

The extreme seaward boundary of natural vegetation that spreads continuously inland customarily marks the landward boundary of the public easement. If there is no clearly marked natural vegetation line, the landward boundary of the easement is as provided by Sections 61.016 and 61.017, Natural Resources Code.

Much of the Gulf of Mexico coastline is eroding at rates of more than five feet per year. Erosion rates for all Texas Gulf property subject to the open beaches act are available from the Texas General Land Office.

State law prohibits any obstruction, barrier, restraint, or interference with the use of the public easement, including the placement of structures seaward of the landward boundary of the easement. OWNERS OF STRUCTURES ERECTED SEAWARD OF THE VEGETATION LINE (OR OTHER APPLICABLE EASEMENT BOUNDARY) OR THAT BECOME SEAWARD OF THE VEGETATION LINE AS A RESULT OF PROCESSES SUCH AS SHORELINE EROSION ARE SUBJECT TO A LAWSUIT BY THE STATE OF TEXAS TO REMOVE THE STRUCTURES.

The purchaser is hereby notified that the purchaser should: (1) determine the rate of shoreline erosion in the vicinity of the real property; and (2) seek the advice of an attorney or other qualified person before executing this contract or instrument of conveyance as to the relevance of these statutes and facts to the value of the property the purchaser is hereby purchasing or contracting to purchase.

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Seller

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**ENVIRONMENTAL ASSESSMENT, THREATENED OR ENDANGERED SPECIES, AND WETLANDS ADDENDUM**

**TO CONTRACT CONCERNING THE PROPERTY AT**

(Address of Property)

- A. ENVIRONMENTAL ASSESSMENT: Buyer, at Buyer's expense, may obtain an environmental assessment report prepared by an environmental specialist.
- B. THREATENED OR ENDANGERED SPECIES: Buyer, at Buyer's expense, may obtain a report from a natural resources professional to determine if there are any threatened or endangered species or their habitats as defined by the Texas Parks and Wildlife Department or the U.S. Fish and Wildlife Service.
- C. WETLANDS: Buyer, at Buyer's expense, may obtain a report from an environmental specialist to determine if there are wetlands, as defined by federal or state law or regulation.

Within \_\_\_\_\_ days after the effective date of the contract, Buyer may terminate the contract by furnishing Seller a copy of any report noted above that adversely affects the use of the Property and a notice of termination of the contract. Upon termination, the earnest money will be refunded to Buyer.

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Seller

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PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)  
**SHORT SALE ADDENDUM**  
**ADDENDUM TO CONTRACT CONCERNING THE PROPERTY AT**

02-19-2021



(Street Address and City)

- A. This contract involves a "short sale" of the Property. As used in this Addendum, "short sale" means that:
  - (1) Seller's net proceeds at closing will be insufficient to pay the balance of Seller's mortgage loan; and
  - (2) Seller requires:
    - (a) the consent of the lienholder to sell the Property pursuant to this contract; and
    - (b) the lienholder's agreement to:
      - (i) accept Seller's net proceeds in full satisfaction of Seller's liability under the mortgage loan; and
      - (ii) provide Seller an executed release of lien against the Property in a recordable format.
- B. As used in this Addendum, "Seller's net proceeds" means the Sales Price less Seller's Expenses under Paragraph 12 of the contract and Seller's obligation to pay any brokerage fees.
- C. The contract to which this Addendum is attached is binding upon execution by the parties and the earnest money and the Option Fee must be paid as provided in the contract. The contract is contingent on the satisfaction of Seller's requirements under Paragraph A(2) of this Addendum (Lienholder's Consent and Agreement). Seller shall apply promptly for and make every reasonable effort to obtain Lienholder's Consent and Agreement, and shall furnish all information and documents required by the lienholder. Except as provided by this Addendum, neither party is required to perform under the contract while it is contingent upon obtaining Lienholder's Consent and Agreement.
- D. If Seller does not notify Buyer that Seller has obtained Lienholder's Consent and Agreement on or before \_\_\_\_\_, this contract terminates and the earnest money will be refunded to Buyer. Seller must notify Buyer immediately if Lienholder's Consent and Agreement is obtained. For purposes of performance, the effective date of the contract changes to the date Seller provides Buyer notice of the Lienholder's Consent and Agreement (Amended Effective Date).
- E. This contract will terminate and the earnest money will be refunded to Buyer if the Lienholder refuses or withdraws its Consent and Agreement prior to closing and funding. Seller shall promptly notify Buyer of any lienholder's refusal to provide or withdrawal of a Lienholder's Consent and Agreement.
- F. If Buyer has the unrestricted right to terminate this contract, the time for giving notice of termination begins on the effective date of the contract, continues after the Amended Effective Date and ends upon the expiration of Buyer's unrestricted right to terminate the contract under Paragraph 5.
- G. For the purposes of this Addendum, time is of the essence. Strict compliance with the times for performance stated in this Addendum is required.
- H. Seller authorizes any lienholder to furnish to Buyer or Buyer's representatives information relating to the status of the request for a Lienholder's Consent and Agreement.
- I. If there is more than one lienholder or loan secured by the Property, this Addendum applies to each lienholder.

\_\_\_\_\_  
 Buyer

\_\_\_\_\_  
 Seller

\_\_\_\_\_  
 Buyer

\_\_\_\_\_  
 Seller



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TXR 1918

TREC NO. 45-2



### LOAN ASSUMPTION ADDENDUM TO CONTRACT CONCERNING THE PROPERTY AT

(Address of Property)

**A. CREDIT DOCUMENTATION.** To establish Buyer's creditworthiness, Buyer shall deliver to Seller within \_\_\_\_\_ days after the Effective Date of this contract  credit report  verification of employment, including salary  verification of funds on deposit in financial institutions  current financial statement and  \_\_\_\_\_.

Buyer hereby authorizes any credit reporting agency to furnish copies of Buyer's credit reports to Seller and the noteholder(s) of the loan(s) being assumed at Buyer's sole expense.

**B. BUYER'S CREDIT APPROVAL.** If the credit documentation described in Paragraph A is not delivered to Seller within the specified time, Seller may terminate this contract by notice to Buyer given at any time before all of the required credit documentation is furnished, and the earnest money will be paid to Seller. If the credit documentation is delivered, and Seller determines in Seller's sole discretion that Buyer's credit is unacceptable, Seller may terminate this contract by notice to Buyer within 7 days after expiration of the time for delivery or its actual delivery, whichever is later, and the earnest money will be refunded to Buyer. If Seller does not terminate this contract within the time specified, Seller will be deemed to have approved Buyer's creditworthiness.

**C. ASSUMPTION.** At Closing, Buyer will assume in writing the following existing note(s) and all obligations imposed by the deed(s) of trust securing the notes assumed:

(1) The unpaid principal balance of a first lien promissory note payable to \_\_\_\_\_ which unpaid balance at closing will be \$ \_\_\_\_\_.  
The total current monthly payment including principal, interest and any reserve deposits is \$ \_\_\_\_\_. Buyer's initial payment will be the first payment due after closing.

(2) The unpaid principal balance of a second lien promissory note payable to \_\_\_\_\_ which unpaid balance at closing will be \$ \_\_\_\_\_.  
The total current monthly payment including principal, interest and any reserve deposits is \$ \_\_\_\_\_. Buyer's initial payment will be the first payment due after closing.

If the unpaid principal balance of any assumed loan as of the Closing Date varies from the loan balance stated above, the  cash payable at closing  Sales Price will be adjusted by the amount of any variance. If the total principal balance of all assumed loans varies in an amount greater than \$ \_\_\_\_\_ at closing, either party may terminate this contract and the earnest money will be refunded to Buyer unless the other party elects to pay the excess of the variance. Within 7 days after the Effective Date, Seller will deliver to Buyer copies of the note(s) to be assumed, the deed (s) of trust, and the most recent loan statement(s) from the lender.

**D. LOAN ASSUMPTION TERMS.** Buyer may terminate this contract and the earnest money will be refunded to Buyer if the noteholder requires:

- (1) payment of an assumption fee in excess of \$ \_\_\_\_\_ in C(1) or \$ \_\_\_\_\_ in C(2) and Seller declines to pay such excess, or
- (2) an increase in the interest rate to more than \_\_\_\_\_ % in C(1) or \_\_\_\_\_ % in C(2), or
- (3) any other modification of the loan documents.

**E. CONSENT BY NOTEHOLDER.** If the noteholder fails to consent to the assumption of the loan, either Seller or Buyer may terminate this contract by notice to the other party and the earnest money will be refunded to the Buyer.

(Address of Property)

**F. SELLER'S LIENS.** Unless Seller is released from liability on any assumed note, a vendor's lien and deed of trust to secure assumption will be required. The vendor's lien will automatically be released on delivery of an executed release by noteholder.

**G. TAX AND INSURANCE ESCROW.** If noteholder maintains an escrow account for ad valorem taxes, casualty insurance premiums or mortgage insurance premiums, Seller shall transfer the escrow account to Buyer without any deficiency. Buyer shall reimburse Seller for the amount in the transferred accounts.

**H. AUTHORIZATION TO RELEASE INFORMATION:**

- (1) The lender(s) of note(s) being assumed are authorized to furnish to Seller or Buyer or their representatives information relating to the status of the consent to the assumption.
- (2) Seller and Buyer authorize the lender(s) of note(s) being assumed, Title Company, and Escrow Agent to disclose and furnish a copy of the closing disclosures and settlement statements to the parties' respective brokers and sales agents provided under Broker Information.

**NOTICE TO BUYER:** If you are concerned about the possibility of future adjustments, monthly payments, interest rates or other terms, do not sign the contract without examining the notes and deeds of trust.

**NOTICE TO SELLER:** Your liability to pay the notes assumed by Buyer will continue unless you obtain a release of liability from the noteholders. If you are concerned about future liability, you should use the TREC Release of Liability Addendum.

**DUE ON SALE NOTICE:** Any note to be assumed or the deed of trust securing the note may contain a provision, commonly known as a "due on sale" clause, stating that the noteholder may declare the note to be immediately due and payable upon conveyance of an interest in the Property. If the noteholder fails to consent to the sale and assumption of the loan, the noteholder may have the right to declare the entire note to be immediately due and payable in full.

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Seller



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ADDENDUM FOR
RELEASE OF LIABILITY ON ASSUMED LOAN
AND/OR RESTORATION OF SELLER'S VA ENTITLEMENT
TO CONTRACT CONCERNING THE PROPERTY AT

(Address of Property)

A. RELEASE OF SELLER'S LIABILITY ON LOAN TO BE ASSUMED:

Within \_\_\_\_\_ days after the effective date of this contract Seller and Buyer shall apply for release of Seller's liability from (a) any conventional lender, (b) VA and any lender whose loan has been guaranteed by VA, or (c) FHA and any lender whose loan has been insured by FHA. Seller and Buyer shall furnish all required information and documents. If any release of liability has not been approved by the Closing Date: (check one box only)

- (1) This contract will terminate and the earnest money will be refunded to Buyer.
(2) Failure to obtain release approval will not delay closing.

B. RESTORATION OF SELLER'S ENTITLEMENT FOR VA LOAN:

Within \_\_\_\_\_ days after the effective date of this contract Seller and Buyer shall apply for restoration of Seller's VA entitlement and shall furnish all information and documents required by VA. If restoration has not been approved by the Closing Date: (check one box only)

- (1) This contract will terminate and the earnest money will be refunded to Buyer.
(2) Failure to obtain restoration approval will not delay closing.

NOTICE: VA will not restore Seller's VA entitlement unless Buyer: (a) is a veteran, (b) has sufficient unused VA entitlement and (c) is otherwise qualified. If Seller desires restoration of VA entitlement, paragraphs A and B should be used.

Seller shall pay the cost of securing the release and restoration.

Seller's deed will contain any loan assumption clause required by FHA, VA or any lender.

Buyer

Seller

Buyer

Seller

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**SUBDIVISION INFORMATION, INCLUDING  
RESALE CERTIFICATE FOR PROPERTY SUBJECT TO  
MANDATORY MEMBERSHIP IN A PROPERTY OWNERS' ASSOCIATION**

(Chapter 207, Texas Property Code)

Resale Certificate concerning the Property (including any common areas assigned to the Property) located at \_\_\_\_\_ (Street Address), City of \_\_\_\_\_, County of \_\_\_\_\_, Texas, prepared by the property owners' association (Association).

- A. The Property  is  is not subject to a right of first refusal (other than a right of first refusal prohibited by statute) or other restraint contained in the restrictions or restrictive covenants that restricts the owner's right to transfer the owner's property.
- B. The current regular assessment for the Property is \$ \_\_\_\_\_ per \_\_\_\_\_.
- C. A special assessment for the Property due after this resale certificate is delivered is \$ \_\_\_\_\_ payable as follows \_\_\_\_\_ for the following purpose: \_\_\_\_\_.
- D. The total of all amounts due and unpaid to the Association that are attributable to the Property is \$ \_\_\_\_\_.
- E. The capital expenditures approved by the Association for its current fiscal year are \$ \_\_\_\_\_.
- F. The amount of reserves for capital expenditures is \$ \_\_\_\_\_.
- G. Unsatisfied judgments against the Association total \$ \_\_\_\_\_.
- H. Other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association, there  are  are not any suits pending in which the Association is a party. The style and cause number of each pending suit is: \_\_\_\_\_.
- I. The Association's board  has actual knowledge  has no actual knowledge of conditions on the Property in violation of the restrictions applying to the subdivision or the bylaws or rules of the Association. Known violations are \_\_\_\_\_.
- J. The association  has  has not received notice from any governmental authority regarding health or building code violations with respect to the Property or any common areas or common facilities owned or leased by the Association. A summary or copy of each notice is attached.
- K. The amount of any administrative transfer fee charged by the Association for a change of ownership of property in the subdivision is \$ \_\_\_\_\_. Describe all fees associated with the transfer of ownership (include a description of each fee, to whom each fee is payable and the amount of each fee). \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

L. The Association's managing agent is \_\_\_\_\_  
(Name of Agent)

\_\_\_\_\_  
(Mailing Address)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(Fax Number)

\_\_\_\_\_  
(E-mail Address)

M. The restrictions  do  do not allow foreclosure of the Association's lien on the Property for failure to pay assessments.

REQUIRED ATTACHMENTS:

- |                          |   |
|--------------------------|---|
| 1. Restrictions          | 5. Current Operating Budget   |
| 2. Rules                 | 6. Certificate of Insurance concerning Property and Liability Insurance for Common Areas and Facilities |
| 3. Bylaws                |   |
| 4. Current Balance Sheet | 7. Any Governmental Notices of Health or Housing Code Violations  |

**NOTICE: This Subdivision Information may change at any time.**

\_\_\_\_\_  
Name of Association

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

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

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

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

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

E-mail: \_\_\_\_\_

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**NON-REALTY ITEMS ADDENDUM**

TO CONTRACT CONCERNING THE PROPERTY AT

\_\_\_\_\_  
(Address of Property)

**A.** For an additional sum of \$ \_\_\_\_\_ and other and good valuable consideration, Seller shall convey to Buyer at closing the following personal property (specify each item carefully, include description, model numbers, serial numbers, location, and other information):

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

**B.** Seller represents and warrants that Seller owns the personal property described in Paragraph A free and clear of all encumbrances.

**C.** Seller does not warrant or guarantee the condition or future performance of the personal property conveyed by this document.

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Seller



This form has been approved by the Texas Real Estate Commission for voluntary use by its licensees. Copies of TREC rules governing real estate brokers, salesperson and real estate inspectors are available at nominal cost from TREC. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 512-936-3000 (<http://www.trec.texas.gov>).

TREC NO. 57-0  
TXR 1924



# APPROXIMATION OF BUYER'S CLOSING COSTS

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

Buyer: \_\_\_\_\_

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

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

### Approximate Costs

- Attorney's Fees / Doc. Prep. \_\_\_\_\_
- Brokers' Fees \_\_\_\_\_ % \_\_\_\_\_
- Condo. Transfer Fee \_\_\_\_\_
- Copies (Restrictions & Esmnts) \_\_\_\_\_
- Courier & Express Mail Fees \_\_\_\_\_
- Escrow Fee (one-half) \_\_\_\_\_
- Inspector Fees (Buyer's Insp.) \_\_\_\_\_
- Lender & Loan Fees:
  - Amortization Schedule Fee \_\_\_\_\_
  - Application Fee \_\_\_\_\_
  - Appraisal Fee \_\_\_\_\_
  - Assumption Fee \_\_\_\_\_
  - Credit Report Fee \_\_\_\_\_
  - Discount Points \_\_\_\_\_ % \_\_\_\_\_
  - EPA Endorsmnt (new const.) \_\_\_\_\_
  - Final Inspection Fee \_\_\_\_\_
  - Flood Certificate Fee \_\_\_\_\_
  - Origination Fee \_\_\_\_\_ % \_\_\_\_\_
  - Photo Fees \_\_\_\_\_
  - Processing Fee \_\_\_\_\_
  - Repairs Required by Lender \_\_\_\_\_
  - Tax Deletion (new const.) \_\_\_\_\_
  - Tax Information Service Fee \_\_\_\_\_
  - Termite Certificate Fee \_\_\_\_\_
  - Underwriting Fee \_\_\_\_\_
- Recording Fees \_\_\_\_\_
- Residential Service Contract \_\_\_\_\_
- Survey Fee \_\_\_\_\_
- Taxes Due (Oct-Dec) \_\_\_\_\_
- Title Policy - Mortgagee's \_\_\_\_\_
- 5% of Owner Title P - Boundary Del. \_\_\_\_\_
- Wiring Fees \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- Total Approximated Costs \_\_\_\_\_

### Approximate Annual:

Taxes: \_\_\_\_\_

Insurance: \_\_\_\_\_ % \_\_\_\_\_

Flood Ins.: \_\_\_\_\_ % \_\_\_\_\_

### Prepaid Items

Interest for \_\_\_\_\_ days \_\_\_\_\_

Tax Deposit ( \_\_\_\_\_ mos.) \_\_\_\_\_

Hazard Ins. ( \_\_\_\_\_ mos.) \_\_\_\_\_

Flood Ins. ( \_\_\_\_\_ mos.) \_\_\_\_\_

Mortgage Insurance \_\_\_\_\_

HOA fees (prorated) \_\_\_\_\_

Approximate Total Prepaids: \_\_\_\_\_

### Approximate Total Cash Due at Closing

Sales Price \_\_\_\_\_

Add Approximate Costs \_\_\_\_\_

Add Approximate Prepaids \_\_\_\_\_

Less Loan Amount ( \_\_\_\_\_ )

Less Earnest Money ( \_\_\_\_\_ )

Less Option Fee ( \_\_\_\_\_ )

Less Items P.O.C. ( \_\_\_\_\_ )

Less Para. 12 Allowances ( \_\_\_\_\_ )

Less Other Credits ( \_\_\_\_\_ )

Approximate Cash at Closing \_\_\_\_\_

### Approximate Monthly Payments ( \_\_\_\_\_ % \_\_\_\_\_ yrs)

Principal & Interest \_\_\_\_\_

Escrow: \_\_\_\_\_

- Taxes \_\_\_\_\_
- Hazard Insurance \_\_\_\_\_
- Flood Insurance \_\_\_\_\_
- Mortgage Insurance \_\_\_\_\_
- HOA Fees \_\_\_\_\_

Approximate Monthly Payment \_\_\_\_\_

*Buyer may be required to pay some costs directly to the service providers before closing.*

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



## RELOCATION ADDENDUM

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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

(TXR-1941) 03-01-21      Initialed for Identification by Buyer \_\_\_\_\_, \_\_\_\_\_ Seller \_\_\_\_\_, \_\_\_\_\_      Page 1 of 3

- (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



## NOTICE OF WITHDRAWAL OF OFFER

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TO: \_\_\_\_\_  Buyer  Seller

FROM: \_\_\_\_\_  Buyer  Seller

RE: The offer concerning the Property at \_\_\_\_\_  
\_\_\_\_\_

*Check only one box.*

A. This notice is to confirm that  Buyer  Seller has withdrawn all previously submitted offers and counteroffers to purchase or sell the above-referenced Property. The was communicated orally by \_\_\_\_\_ (Name) giving notice to \_\_\_\_\_ (Name) on \_\_\_\_\_ (Date) at \_\_\_\_\_ (Time).

B. The  Buyer  Seller withdraws all previously submitted offers and counteroffers to purchase or sell the above-referenced Property.

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

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



**ADDENDUM CONCERNING RIGHT TO TERMINATE  
DUE TO LENDER'S APPRAISAL**

*Use only if the Third Party Financing Addendum is attached to the contract and  
the transaction does not involve FHA insured or VA guaranteed financing*



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

The financing described in the Third Party Financing Addendum attached to the contract for the sale of the above-referenced Property does not involve FHA or VA financing. *(Check one box only)*

(1) **WAIVER.** Buyer waives Buyer's right to terminate the contract under Paragraph 2B of the Third Party Financing Addendum if Property Approval is not obtained because the opinion of value in the appraisal does not satisfy lender's underwriting requirements .

If the lender reduces the amount of the loan due to the opinion of value, the cash portion of Sales Price is increased by the amount the loan is reduced due to the appraisal.

(2) **PARTIAL WAIVER.** Buyer waives Buyer's right to terminate the contract under Paragraph 2B of the Third Party Financing Addendum if:

(i) Property Approval is not obtained because the opinion of value in the appraisal does not satisfy lender's underwriting requirements; and

(ii) the opinion of value is \$ \_\_\_\_\_ or more.

If the lender reduces the amount of the loan due to the opinion of value, the cash portion of Sales Price is increased by the amount the loan is reduced due to appraisal.

(3) **ADDITIONAL RIGHT TO TERMINATE.** In addition to Buyer's right to terminate under Paragraph 2B of the Third Party Financing Addendum, Buyer may terminate the contract within \_\_\_\_\_ days after the Effective Date if:

(i) the appraised value, according to the appraisal obtained by Buyer's lender, is less than \$ \_\_\_\_\_; and

(ii) Buyer delivers a copy of the appraisal to the Seller.

If Buyer terminates under this paragraph, the earnest money will be refunded to Buyer.

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Seller



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**TREC NO. 49-1  
TXR 1948**



**ADDENDUM FOR AUTHORIZING HYDROSTATIC TESTING**



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

**Consult a licensed plumber about the scope of hydrostatic testing and risks associated with the testing before signing this form.**

A. **AUTHORIZATION:** Seller authorizes Buyer, at Buyer's expense, to engage a licensed plumber to perform a hydrostatic plumbing test on the Property.

B. **ALLOCATION OF RISK:**

- (1) Seller shall be liable for damages caused by the hydrostatic plumbing test.
- (2) Buyer shall be liable for damages caused by the hydrostatic plumbing test.
- (3) Buyer shall be liable for damages caused by the hydrostatic plumbing test in an amount not to exceed \$ \_\_\_\_\_.

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Seller



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**TREC NO. 48-1  
TXR 1949**



PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

8-13-18



# NOTICE OF SELLER'S TERMINATION OF CONTRACT

CONCERNING THE CONTRACT FOR THE SALE OF THE PROPERTY AT

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

BETWEEN THE UNDERSIGNED AND \_\_\_\_\_  
\_\_\_\_\_  
(BUYER)

Seller notifies Buyer that the contract is terminated pursuant to the following:

- (1) Buyer failed to deliver the earnest money within the time required under Paragraph 5 of the contract and before the time Seller provided this notice to Buyer.
- (2) Other (identify the paragraph number of contract or the addendum):

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

*NOTE: This notice is not an election of remedies. Release of the earnest money is governed by the contract.*

**CONSULT AN ATTORNEY BEFORE SIGNING:** TREC rules prohibit real estate license holders from giving legal advice. READ THIS FORM CAREFULLY.

Seller	Date	Seller	Date
--------	------	--------	------



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ADDENDUM REGARDING RESIDENTIAL LEASES



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

"Residential Lease" means any lease of the Property to a tenant including any addendum, amendment, or move-in condition form.

Seller may not execute any new Residential Lease or amend any Residential Lease without Buyer's written consent. Existing Residential Leases will have the following status at closing. (Check only A or B)

A. Termination of Residential Leases: All Residential Leases must be terminated by closing. Seller shall deliver possession of the Property in accordance with Paragraph 10 of the contract with no tenant or other person in possession or having rights to occupy the Property. **[Notice: This paragraph will not amend or terminate any existing lease. Consult an attorney and refer to the Residential Leases for rights to terminate before agreeing to this provision.]**

B. Assignment and Assumption of Residential Leases: Existing Residential Leases shall be assigned by Seller and assumed by Buyer at closing.

(1) Delivery of Residential Leases:

(a) Buyer has received a copy of all Residential Leases.

(b) Buyer has not received a copy of all Residential Leases. Seller shall provide a copy of the Residential Leases within 3 days after the Effective Date. Buyer may terminate the contract within \_\_\_\_\_ days after the date the Buyer receives the Residential Leases and the earnest money shall be refunded to Buyer.

(c) Seller provides Buyer with notice of the following oral Residential Lease(s) (or on the attached exhibit), identifying the name of the tenant(s), rental amount, and term:

(2) At closing, Seller shall transfer security deposits (as defined under §92.102, Property Code), if any, to Buyer. At closing, Buyer shall deliver to the tenant a signed statement acknowledging that the Buyer has acquired the Property and is responsible for the return of the security deposit, and specifying the exact dollar amount of the security deposit.

(3) Except as described below, and to Seller's knowledge for each Residential Lease:

(a) the Residential Lease is in full force and effect;

(b) no tenant is in default or in violation of the Residential Lease;

(c) no tenant has prepaid any rent;

(d) no tenant is entitled to any offset against rent;

(e) there are no outstanding tenant claims against Seller involving the Property;

(f) there are no pending disputes with any tenant or prior tenant; and

(g) there are no other agreements, options, or rights outside the Lease between Landlord and Tenant regarding the Property.

Explain if any of the above is not accurate (attach additional sheets if necessary): \_\_\_\_\_

(4) Seller will promptly notify Buyer if Seller learns that any statement in Paragraph B(3) becomes untrue after the Effective Date. Seller shall cure the condition making the statement untrue within 7 days after providing the notice to Buyer. If the statement remains untrue beyond the 7-day period, Buyer may, as Buyer's sole remedy, terminate the contract within 5 days after the expiration of the 7-day period, by delivering notice to the Seller and the earnest money will be refunded to Buyer. If Buyer does not terminate the contract within the time required, Buyer waives the right to terminate. The Closing Date will be extended daily as necessary to afford the parties their rights and time to provide notices under this paragraph.

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Seller



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**ADDENDUM REGARDING FIXTURE LEASES**



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

A. Leased Fixtures are those fixtures in or on the Property that Seller leases and does not own, specifically the:  solar panels,  propane tanks,  water softener,  security system,  \_\_\_\_\_ (collectively, the Leased Fixtures). All rights to the Leased Fixtures are governed by Fixture Leases.

(1) At closing, Buyer shall assume and Seller shall assign to Buyer the following Fixture Leases:  solar panel lease,  propane tank lease,  water softener lease,  security system lease,  \_\_\_\_\_. Buyer shall pay the first \$ \_\_\_\_\_ of any cost necessary to assume or receive an assignment of the Fixture Leases and Seller shall pay the remainder. Buyer and Seller agree to sign any documents required by the lessor in the Fixture Leases to assume or assign the Fixture Leases.

(2) Prior to closing, Seller  will  will not remove the Leased Fixtures covered by the Fixture Leases that Buyer does not assume. Seller will repair any damage to the Property caused by any removal. Notice: Any Leased Fixture remaining in the Property are subject to the rights of the lessor under the Fixture Lease.

B. Delivery of Fixture Leases:

- (1) Buyer has received a copy of all Fixture Leases Buyer has agreed to assume.
- (2) Buyer has not received a copy of all Fixture Leases Buyer has agreed to assume. Seller shall provide a copy of the Fixture Leases within 5 days after the Effective Date. Buyer may terminate the contract within 7 days after the date the Buyer receives the Fixture Leases and the earnest money shall be refunded to Buyer.
- (3) Seller provides Buyer with notice of the following oral Fixture Lease(s) (or on the attached exhibit), identifying the name of the lessee(s), rental amount, and term: \_\_\_\_\_

C. At closing, there will be no liens or security interests against Leased Fixtures which will not be satisfied out of the sales proceeds except for Leased Fixtures covered by Fixture Leases Buyer agrees to assume.

**Notice: Seller and Buyer should consult with the lessor and their attorneys regarding the assignment, assumption, or termination of any Fixture Leases.**

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Seller



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**ADDENDUM CONTAINING NOTICE OF OBLIGATION  
TO PAY IMPROVEMENT DISTRICT  
ASSESSMENT TO \_\_\_\_\_, TEXAS**  
(insert name of municipality or county levying assessment)  
**CONCERNING THE FOLLOWING PROPERTY**

\_\_\_\_\_  
(insert property address)

As the purchaser of the real property described above, you are obligated to pay assessments to \_\_\_\_\_, Texas, for the costs of a portion of a public improvement or  
(insert name of municipality or county, as applicable)  
services project (the "Authorized Improvements") undertaken for the benefit of the property within  
(insert name of public improvement district) (the "District") created under \_\_\_\_\_  
(insert Subchapter A, Chapter 372, Local

Government Code, or Chapter 382, Local Government Code, as applicable)

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from \_\_\_\_\_  
(insert name of municipality or county, as applicable)

The exact amount of each annual installment will be approved each year by \_\_\_\_\_  
(insert name of city council or county  
commissioners court, as applicable)  
in the annual service plan update for the district. More information about  
the assessments, including the amounts and due dates, may be obtained from \_\_\_\_\_  
(insert name of municipality  
or county, as applicable)

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

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

The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

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



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**ADDENDUM FOR SECTION 1031 EXCHANGE**



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

- A.  Seller  Buyer intends to use this Property to accomplish an exchange of like-kind properties under Section 1031 of the Internal Revenue Code, as amended.
- B. The parties will reasonably cooperate to accomplish the exchange provided: (i) the non-exchanging party will not incur any additional expense or liability; and (ii) closing will not be delayed as a result of the exchange.

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Seller



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TREC NO. 60-0  
TXR 1956

**T-47.1 RESIDENTIAL REAL PROPERTY DECLARATION IN LIEU OF AFFIDAVIT**  
**(Provided in accordance with Texas Civil Practice and Remedies Code Section 132.001)**

Date: \_\_\_\_\_ GF No. \_\_\_\_\_  
Declarant: \_\_\_\_\_  
Description of Property: \_\_\_\_\_  
County \_\_\_\_\_, Texas  
Date of Survey: \_\_\_\_\_

"Title Company" as used herein is the Title Insurance Company whose policy of title insurance is issued in reliance upon the statements contained herein.

The undersigned declares as follows:

1. I am an owner of the Property. (Or state other basis for knowledge of the Property, such as lease, management, neighbor, etc. For example, "Declarant is the manager of the Property for the record title owners.")
2. I am familiar with the property and the improvements located on the Property.
3. I am closing a transaction requiring title insurance and the proposed insured owner or lender has requested area and boundary coverage in the title insurance policy(ies) to be issued in this transaction. I understand that the Title Company may make exceptions to the coverage of the title insurance as Title Company may deem appropriate. I understand that the owner of the property, if the current transaction is a sale, may request a similar amendment to the area and boundary coverage in the Owner's Policy of Title Insurance upon payment of the promulgated premium.
4. To the best of my actual knowledge and belief, since the Date of the Survey, there have been no:
  - a. construction projects such as new structures, additional buildings, rooms, garages, swimming pools, deckings, or other permanent improvements or fixtures;
  - b. changes in the location of boundary fences or boundary walls;
  - c. construction projects on immediately adjoining property(ies) which construction occurred on or near the boundary of the Property;
  - d. conveyances, replattings, easement grants and/or easement dedications (such as a utility line) by any party affecting the Property.

EXCEPT for the following (If None, Insert "None" Below):

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

5. I understand that Title Company is relying on the truthfulness of the statements made in this Declaration to provide the area and boundary coverage and upon the evidence of the existing real property survey of the Property. This Declaration is not made for the benefit of any other parties and does not constitute a warranty or guarantee of the location of improvements.

6. I understand that I have no liability to Title Company should the information in this Declaration be incorrect other than information that I personally know to be incorrect and which I do not disclose to the Title Company.
7. ALL STATEMENTS IN THIS DECLARATION ARE TRUE TO THE BEST OF MY KNOWLEDGE. I UNDERSTAND THAT ANY PERSON INTENTIONALLY MAKING A FALSE STATEMENT MAY BE LIABLE FOR ACTUAL AND/OR PUNITIVE DAMAGES.

<p>My name is _____.</p> <p>My date of birth is _____.</p> <p>and my address is _____.</p> <p>_____.</p> <p>I declare under penalty of perjury that the foregoing is true and correct.</p>  <p>Executed in _____ County,          State of _____, on the          _____ day of _____, _____.</p> <p>Signed:</p> <p>_____</p> <p>Declarant</p>	<p>My name is _____.</p> <p>My date of birth is _____.</p> <p>and my address is _____.</p> <p>_____.</p> <p>I declare under penalty of perjury that the foregoing is true and correct.</p>  <p>Executed in _____ County,          State of _____, on the          _____ day of _____, _____.</p> <p>Signed:</p> <p>_____</p> <p>Declarant</p>
---	---



# COMPENSATION AGREEMENT BETWEEN BROKER AND OWNER

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

Owner: \_\_\_\_\_

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

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

Phone: \_\_\_\_\_ E-Mail/Fax: \_\_\_\_\_

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

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

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

Phone: \_\_\_\_\_ E-Mail/Fax: \_\_\_\_\_

**2. PROPERTY:** "Property" means the following real property in Texas, together with all its improvements and fixtures:

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

City: \_\_\_\_\_ County: \_\_\_\_\_ Zip: \_\_\_\_\_

Legal Description (*Identify exhibit if described on attachment*): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**3. ASKING PRICE:** Owner is presently asking:

A. \$ \_\_\_\_\_ to sell the Property; and

B. \$ \_\_\_\_\_ to lease the Property.

**4. REGISTRATION:** Broker registers \_\_\_\_\_ (Prospect) with Owner.

**5. TERM:** This Agreement begins on \_\_\_\_\_ and ends at 11:59 pm on \_\_\_\_\_.

**6. BROKER'S FEE:** Owner is not obligated to pay Broker a fee until such time as Broker's fee is Earned and Payable. Broker's fees are Earned when Owner enters into a binding agreement to sell or lease all or part of the Property at any price to Prospect or if Owner breaches this Agreement. Broker's fees are Payable in the amounts stated below at the specified times.

A. Sales:

(1) If Owner agrees to sell all or a part of the Property to Prospect at any price during the Term, Owner will pay Broker a fee equal to:

(a) \_\_\_\_\_ % of the sales price; or

(b) \_\_\_\_\_.

(2) The fee is Payable, either during the Term or after it ends, at the earlier of:

(a) the closing and funding of the sale or exchange of the Property;

(b) Owner's breach of this Agreement; or

(c) Owner's breach of a binding contract to sell the Property to Prospect.

**B. Leases:**

**(1) Primary Lease:**

(a) If Owner agrees to lease all or part of the Property to Prospect, on any terms, during the Term, Owner will pay Broker a fee equal to:

- (1) \_\_\_\_\_ % of one full month's rent Prospect is obligated to pay under the lease;
- (2) \_\_\_\_\_ % of all rents Prospect is obligated to pay under the primary term of the lease; or
- (3) \_\_\_\_\_.

(b) The fee is Payable during the Term or after it ends in accordance with the following schedule:

- (1) in one payment upon \_\_\_\_\_.
- (2) in two payments as follows: one-half of the fee at the time the lease is executed and the remainder on the date the lease commences.
- (3) \_\_\_\_\_.

**(2) Renewals:** If Prospect leases all or part of the Property during the Term and subsequently, either during the Term or after it ends, extends, renews, or expands the lease, (including new leases for more, less, or different space in the same building or complex), Owner will pay Broker, at the time the extension, renewal, or expansion commences, a fee equal to:

- (a) \_\_\_\_\_ % of one full month's rent Prospect is obligated to pay under the lease;
- (b) \_\_\_\_\_ % of all rents to be paid for the term of the extension, renewal, or expansion; or
- (c) \_\_\_\_\_.

**(3) Subsequent Sale to a Tenant:** If Prospect leases all or part of the Property during the Term and subsequently, either during the Term or after it ends, agrees to buy all or part of the Property within the term of the lease or within 180 days after the date the lease ends, Owner will pay Broker, at the closing of the sale, a fee equal to:

- (a) \_\_\_\_\_ % of the sales price; or
- (b) \_\_\_\_\_.

*NOTICE: If the Property is commercial property under Chapter 62, Property Code, Broker is entitled to claim a lien against the Property to secure payment of an earned commission.*

**7. BROKER'S REPRESENTATION:**

A. Owner acknowledges receipt of the attached **Information About Brokerage Services** which is incorporated into this Agreement for all purposes. During negotiations for the sale or lease of the Property, Broker:

- (1) will represent Owner only.
- (2) will represent Prospect only.
- (3) will act as an intermediary between Owner and Prospect.

B. If Broker acts as an intermediary, Broker will assist both Prospect and Owner in the sale or lease of the Property. Broker's fees will be paid by Owner as provided in Paragraph 6. Broker may appoint a licensed associate(s) of Broker to communicate with, carry out instructions of, and provide opinions and advice during negotiations to Owner and appoint another licensed associate(s) for the same purposes to Prospect. **As an intermediary, Broker:**

- (1) may not disclose to Prospect that Owner will accept a price less than the asking price unless otherwise instructed in a separate writing by Owner;**
- (2) may not disclose to Owner that Prospect will pay a price greater than the price submitted in a written offer to Owner unless otherwise instructed in a separate writing by Prospect;**
- (3) may not disclose any confidential information or any information Owner or Prospect specifically instruct 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.**

- (4) shall treat all parties to the transaction honestly; and**
- (5) shall comply with the Real Estate License Act.**

**8. ADDENDA:** Addenda and other related documents which are part of this Agreement are **Information About Brokerage Services** and \_\_\_\_\_

**9. OTHER:**

- A. Entire Agreement: This document contains the entire agreement between the parties and may not be changed except by written agreement. This Agreement supersedes any prior agreement between the parties concerning the same subject matter.
- B. Notices: Notices between the parties must be in writing and are effective when sent to the receiving party's address, fax, or e-mail specified in Paragraph 1.
- C. Definition of Sell: "Sell" means to sell, agree to sell, convey, agree to convey, exchange, agree to exchange, transfer, or agree to transfer a legal or equitable interest either by written or oral agreement or option. The transfer of Owner's interest (stock or shares) in any entity that holds title to the Property for the purpose of conveying the Property to another person is a sale.
- D. Disbursements: All fees to Broker under this Agreement are payable in cash in the county in which the Property is located. Owner authorizes Broker to instruct any escrow or closing agent to collect and disburse to Broker at closing the Broker's fees due under this Agreement. Paragraphs 6B(2) and 6B(3) survive termination of this Agreement. In the event of an exchange or breach of this Agreement, the asking price will be the sales price or rental rate for computing Broker's fees.
- E. Related Parties: If a related party of Prospect agrees to buy or lease all or part of the Property during the Term, Broker will be entitled to all compensation under this Agreement as if Prospect had acquired the Property. "Related party" means any assignee of Prospect, any family member or relation of Prospect, any officer, director, or partner of Prospect, any entity owned or controlled, in whole or part, by Prospect, and any entity that owns or controls Prospect, in whole or part.
- F. Additional Notices:
  - (1) Broker's fees or the sharing of fees between brokers are not fixed, controlled, recommended, suggested, or maintained by the Association of REALTORS® or any listing service. Broker's fees are negotiable.
  - (2) If the Property contains a residential dwelling built before 1978, federal law requires the Owner to: (a) provide the buyer with the promulgated lead hazard information pamphlet; and (b) disclose the presence of any known lead-based paint or lead-based paint hazards.
  - (3) **Broker cannot give legal advice. This is a legally binding agreement. READ IT CAREFULLY. If you do not understand the effect of this Agreement, consult your attorney BEFORE signing.**

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

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

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

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



# COMPENSATION AGREEMENT BETWEEN BROKERS

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.  
©Texas Association of REALTORS®, Inc., 2024

**1. PARTIES:** The parties to this Agreement are:

Listing/Principal Broker: \_\_\_\_\_  
Full Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ E-Mail/Fax: \_\_\_\_\_  
Cooperating Broker: \_\_\_\_\_  
Full Address: **22210 Highland Knolls, Katy, TX 77450**  
Phone: \_\_\_\_\_ E-Mail/Fax: \_\_\_\_\_

**2. PROPERTY:** "Property" means the following real property in Texas, together with all its improvements and fixtures:

Full Address or Description: \_\_\_\_\_  
 or as described in an attached exhibit.

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

**4. TERM:** This Agreement begins on \_\_\_\_\_ and ends at 11:59 pm on \_\_\_\_\_.

**5. COOPERATING BROKER'S FEES:**

- A. **Fees:** When Earned and Payable, Listing/Principal Broker will pay Cooperating Broker (*complete all that apply*):
  - (1) (Sale) \_\_\_\_\_ % of the sales price or a flat fee of \$ \_\_\_\_\_.
  - (2) (Lease) \_\_\_\_\_ % of one full month's rent Client is obligated to pay under the lease or \$ \_\_\_\_\_.
  - (3) \_\_\_\_\_.
- B. **Earned and Payable:** Cooperating Broker's fees are Earned when Client enters into a binding agreement during the Term to buy or lease all or part of the Property at any price. Cooperating Broker's fees are Payable (i) if Cooperating Broker is the procuring cause of the sale or lease and (ii) when a lease is executed or when a sale closes, either during the Term or after it ends. Listing/Principal Broker is not obligated to pay Cooperating Broker any fee if, through no fault of the Listing/Principal Broker and in the exercise of good faith and reasonable care, it was impossible or financially unfeasible for the Listing/Principal Broker to collect its fee under the separate agreement with Owner. **Any escrow or closing agent is authorized to pay Cooperating Broker's fee from Listing/Principal Broker's fee at closing.**
- C. **Related Parties:** If a related party of Client agrees to purchase or lease all or part of the Property during the Term, Cooperating Broker will be entitled to all compensation under this Agreement as if Client had acquired the Property. "Related party" means any assignee of Client, any family member or relation of Client, any officer, director, or partner of Client, any entity owned or controlled by Client, in whole or part, and any entity that owns or controls Client, in whole or part.

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

\_\_\_\_\_  
Listing/Principal Broker's Printed Name License No.

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

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

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

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

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



# REFERRAL AGREEMENT BETWEEN BROKERS

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**1. PARTIES:** The parties to this Agreement are:

Receiving Broker: \_\_\_\_\_ License number: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Mobile: \_\_\_\_\_ E-Mail: \_\_\_\_\_  
Broker's Associate's name: \_\_\_\_\_ License number: \_\_\_\_\_

Referring Broker: \_\_\_\_\_ License number: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Mobile: \_\_\_\_\_ E-Mail: \_\_\_\_\_  
Broker's Associate's name: \_\_\_\_\_ License number: \_\_\_\_\_

**2. PROSPECT:** The Prospect being referred to Receiving Broker is:

Prospect Name: \_\_\_\_\_  
Contact person: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Mobile: \_\_\_\_\_ E-Mail: \_\_\_\_\_  
Comments/Instructions: \_\_\_\_\_

**3. TERM:** This Agreement begins on \_\_\_\_\_ and ends at 11:59 pm on \_\_\_\_\_.

**4. REFERRING BROKER'S FEE:** If Receiving Broker earns a fee or other payment for services rendered in connection with a real estate transaction involving Prospect during the Term, Referring Broker will be entitled to a referral fee and Receiving Broker will pay Referring Broker's fee in the amount and manner stated below. Referring Broker's fee is payable at the time Receiving Broker receives the Receiving Broker's fee, either during the Term or after it ends, and is payable only from a portion of Receiving Broker's fees. If Receiving Broker's fee is received in multiple installments, Referring Broker's fee will be paid in proportion to the fees received by Receiving Broker under the same schedule as received by Receiving Broker.

**A. Sales:**

(1) If Prospect enters into a binding agreement to buy or sell all or part of a property at any price, Receiving Broker will pay Referring Broker a fee equal to:

- (a) \_\_\_\_\_ % of Receiving Broker's fee
- (b) \_\_\_\_\_ % of the sales price.
- (c) \_\_\_\_\_.

(2) Any escrow or closing agent may pay Referring Broker's fee from Receiving Broker's fee at closing.

**B. Leases:** (the term "lease" includes subleases, assignments of leases, and beneficial terminations of leases)

(1) Primary Lease: If Prospect enters into a lease, Receiving Broker will pay Referring Broker a fee equal to:

- (a) \_\_\_\_\_ % of Receiving Broker's fee
- (b) \_\_\_\_\_ % of the rents upon which Receiving Broker's fee is calculated.
- (c) \_\_\_\_\_.





## NOTICE OF INFORMATION FROM OTHER SOURCES

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To: \_\_\_\_\_  
\_\_\_\_\_

From: \_\_\_\_\_ (Broker)

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

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

(1) Broker obtained the attached information, identified as \_\_\_\_\_  
\_\_\_\_\_,  
from \_\_\_\_\_  
\_\_\_\_\_.

(2) Broker has relied on the attached information and does not know and has no reason to know that the information is false or inaccurate except: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

**(3) Broker does not warrant or guarantee the accuracy of the attached information. Do not rely on the attached information without verifying its accuracy.**

\_\_\_\_\_  
Broker

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

Receipt of this notice is acknowledged by:

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date



**APPROVED BY THE TEXAS REAL ESTATE COMMISSION**  
**NOTICE TO PROSPECTIVE BUYER**

As required by law, I advise you to have the abstract covering the property known as \_\_\_\_\_ (Address) examined by an attorney of your own selection OR you should be furnished with or obtain a policy of title insurance.

If the property is situated in a Utility District, Chapter 49 of the Texas Water Code requires you to sign and acknowledge the statutory notice from the seller of the property relating to the tax rate, bonded indebtedness or standby fee of the District.

If the property is in a public improvement district, the seller must give you written notice as required by §5.014, Property Code.

DATED: \_\_\_\_\_, \_\_\_\_\_.

Imagine Realty International  
 Brokerage Company Name

Lynne McCarthy  
 Broker or Sales Associate

I have received a copy of this **NOTICE TO PROSPECTIVE BUYER.**

\_\_\_\_\_  
 Prospective Buyer

\_\_\_\_\_  
 Prospective Buyer



This form has been approved by the Texas Real Estate Commission (TREC) for use when a contract of sale has not been promulgated by TREC. The form should be presented before an offer to purchase is signed by the prospective buyer. Texas Real Estate Commission, P.O. Box 12188, Austin, Texas 78711-2188, 512-936-3000 (<http://www.trec.texas.gov>). TREC No. 58-0 replaces TREC No. OP-C.

**TREC NO. 58-0**  
**TXR-2505**



## INSPECTOR INFORMATION

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TO: \_\_\_\_\_ (  Buyer  Seller)

FROM: \_\_\_\_\_ (Broker's Firm)

RE: \_\_\_\_\_ (Property)

DATE: \_\_\_\_\_

The attached list includes inspectors licensed by the Texas Real Estate Commission and may also include other persons authorized by law to perform certain inspections (for example, termite inspectors, engineers, electricians, or plumbers). The list is not a complete list of all inspectors that may perform inspections. You may also obtain a list from other sources (for example, the local telephone directory or the Internet).

This firm strongly recommends that you hire inspectors to help you evaluate the condition of the Property.

Inspections are of conditions which are present and *visible* at the time of the inspections. Property conditions change with time and use. Inspectors are not likely to point out small problems or defects that are not reasonably observable at the time of inspection. Inspectors will not move furniture, appliances, permanent coverings, or other obstructions. Neither inspectors nor real estate licensees can guarantee future performance of any item.

This firm does not recommend any particular inspector and does not warrant the quality of any inspector's inspection.

It is recommended that you accompany the inspectors during the inspections. You should address any questions about an inspection directly to your inspector.

Real estate licensees are not inspectors by virtue of their real estate licenses.

It may be necessary to make certain arrangements for the inspectors, such as providing access and turning on utilities.

Receipt of this notice is acknowledged and:

I choose to hire an inspector.

I choose not to hire an inspector.

Buyer/Seller

Date



# INFORMATION ABOUT MINERAL CLAUSES IN CONTRACT FORMS

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*This form contains general information about mineral estates in published contract forms.*

**1. INTRODUCTION:** Historically, buyers and sellers of property near urban areas have not been concerned about the conveyance or retention of mineral interests. Mineral interests for such properties may have been severed in the past or the value of the mineral interests may have been relatively insignificant. There has historically been little risk that the owner of the mineral interests under property near urban areas could or would access the surface of the property to drill or excavate for minerals (perhaps, because the property was too small to support such activity or because such activity may have been heavily regulated by a city). In recent years, the discovery of large mineral deposits near urban areas and advances in drilling technologies have led to increased exploration and drilling activities in and near urban areas. In turn, buyers and sellers of property in urban and suburban areas have raised questions as to whether it is best to convey or retain all or part of the mineral interests in a particular sale.

**2. WHO OWNS THE MINERALS?** Owners of property in or near urban areas typically are not aware of the precise extent of the mineral interests they may own. One may own all or only a portion of the mineral interests. Further, the mineral interests may have been leased. Determining who owns the mineral interests, whether the mineral interests have been leased, and who holds rights under any leases requires an expert (such as an oil and gas attorney) to review the chain of title and formulate an informed opinion.

**3. CONTRACT FORMS:** The residential contract forms promulgated by the Texas Real Estate Commission and the commercial contract forms published by Texas REALTORS® provide that the seller will convey to the buyer all of the seller's rights associated with the property, including all mineral interests and any rights held under any mineral leases by the seller. If a seller wishes to reserve all or a part of the mineral interests and rights held by the seller in a residential transaction, the seller **must** use the Texas Real Estate Commission's Addendum for Reservation of Oil, Gas, And Other Minerals (TREC No. 44-2, TXR No. 1905). If the addendum is not attached to the sales contract, the seller conveys to the buyer all of the mineral interests and rights held by the seller at the time of the transaction. In a farm & ranch transaction, the seller may use the TREC promulgated form, but may also use any addendum prepared by an attorney or by either party.

**4. RESOURCES:** One may find information related to mineral estates and mineral leases through many sources, including but not limited to: (a) the Real Estate Research Center ([www.recenter.tamu.edu](http://www.recenter.tamu.edu)); and (b) the Railroad Commission of Texas ([www.rrc.texas.gov](http://www.rrc.texas.gov)). There are many other useful sources that one can access via the Internet through most Internet search engines.

The undersigned acknowledge receipt of this notice.

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



# ADDENDUM FOR PROPERTY IN A PROPANE GAS SYSTEM SERVICE AREA

(Section 141.010, Utilities Code)

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

## NOTICE

The above referenced real property that you are about to purchase may be located in a propane gas system service area, which is authorized by law to provide propane gas service to the properties in the area pursuant to Chapter 141, Utilities Code. If your property is located in a propane gas system service area, there may be special costs or charges that you will be required to pay before you can receive propane gas service. There may be a period required to construct lines or other facilities necessary to provide propane gas service to your property. You are advised to determine if the property is in a propane gas system service area and contact the distribution system retailer to determine the cost that you will be required to pay and the period, if any, that is required to provide propane gas service to your property.

Buyer hereby acknowledges receipt of this notice at or before execution of a binding contract for the purchase of the above referenced real property or at the closing of the real property.

Section 141.010(a), Utilities Code, requires this notice to include a copy of the notice the distribution system retailer is required to record in the real property records. A copy of the recorded notice is attached.

NOTE: Seller can obtain a copy of the required recorded notice from the county clerk's office where the property is located or from the distribution system retailer.

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Seller

The form of this addendum has been approved by the Texas Real Estate Commission for use only with similarly approved or promulgated forms of contracts. Such approval relates to this contract form only. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (www.trec.texas.gov) TREC No. 47-0.