



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

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SELLER'S DISCLOSURE NOTICE

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

CONCERNING THE PROPERTY AT _____

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

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

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

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

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

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

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

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

(TXR-1406) 07-10-23

Initialed by: Buyer: _____, _____ and Seller: _____, _____

Page 1 of 7

Concerning the Property at _____

Solar Panels				owned	leased from:	
Water Heater				electric	gas	other: _____ number of units: _____
Water Softener				owned	leased from:	
Other Leased Items(s)				if yes, describe: _____		
Underground Lawn Sprinkler				automatic	manual	areas covered _____
Septic / On-Site Sewer Facility				if yes, attach Information About On-Site Sewer Facility (TXR-1407)		

Water supply provided by: ___ city ___ well ___ MUD ___ co-op ___ unknown ___ other: _____

Was the Property built before 1978? ___ yes ___ no ___ unknown

(If yes, complete, sign, and attach TXR-1906 concerning lead-based paint hazards).

Roof Type: _____ Age: _____ (approximate)

Is there an overlay roof covering on the Property (shingles or roof covering placed over existing shingles or roof covering)? ___ yes ___ no ___ unknown

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

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

Item	Y	N
Basement		
Ceilings		
Doors		
Driveways		
Electrical Systems		
Exterior Walls		

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

Item	Y	N
Sidewalks		
Walls / Fences		
Windows		
Other Structural Components		

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

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

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

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

Concerning the Property at _____

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

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

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

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

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

Section 5. Are you (Seller) aware of any of the following conditions?* (Mark Yes (Y) if you are aware and check wholly or partly as applicable. Mark No (N) if you are not aware.)

Y N

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

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

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

For purposes of this notice:

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

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

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

Concerning the Property at _____

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

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

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

Section 6. Have you (Seller) ever filed a claim for flood damage to the Property with any insurance provider, including the National Flood Insurance Program (NFIP)?* ☐ yes ☐ no If yes, explain (attach additional sheets as necessary): _____

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

Section 7. Have you (Seller) ever received assistance from FEMA or the U.S. Small Business Administration (SBA) for flood damage to the Property? ☐ yes ☐ no If yes, explain (attach additional sheets as necessary): _____

Section 8. Are you (Seller) aware of any of the following? (Mark Yes (Y) if you are aware. Mark No (N) if you are not aware.)

Y N

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

☐ ☐ Homeowners' associations or maintenance fees or assessments. If yes, complete the following:
Name of association: _____
Manager's name: _____ Phone: _____
Fees or assessments are: \$ _____ per _____ and are: ☐ mandatory ☐ voluntary
Any unpaid fees or assessment for the Property? ☐ yes (\$ _____) ☐ no
If the Property is in more than one association, provide information about the other associations below or attach information to this notice.

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

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

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

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

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

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

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

Concerning the Property at _____

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

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

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

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

Inspection Date	Type	Name of Inspector	No. of Pages

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

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

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

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

Section 12. Have you (Seller) ever received proceeds for a claim for damage to the Property (for example, an insurance claim or a settlement or award in a legal proceeding) and not used the proceeds to make the repairs for which the claim was made? ___ yes ___ no If yes, explain: _____

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

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

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

Concerning the Property at _____

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

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

Printed Name: _____ Printed Name: _____

ADDITIONAL NOTICES TO BUYER:

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

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

Concerning the Property at _____

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

The undersigned Buyer acknowledges receipt of the foregoing notice.

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



INFORMATION ABOUT ON-SITE SEWER FACILITY

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CONCERNING THE PROPERTY AT

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

- (1) Type of Treatment System: ☐ Septic Tank ☐ Aerobic Treatment ☐ Unknown
☐ _____
- (2) Type of Distribution System: _____ ☐ Unknown
- (3) Approximate Location of Drain Field or Distribution System: _____ ☐ Unknown

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

B. MAINTENANCE INFORMATION:

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

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

C. PLANNING MATERIALS, PERMITS, AND CONTRACTS:

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

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

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

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

Signature of Seller
Date

Receipt acknowledged by:

Signature of Buyer
Date



INTERMEDIARY RELATIONSHIP NOTICE

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

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

To: _____ (Seller or Landlord)
and _____ (Buyer or Tenant)

From: _____ (Broker's Firm)

Re: _____ (Property)

Date: _____

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

_____ to the owner; and
_____ to the prospect.

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

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

The undersigned acknowledge receipt of this notice

Seller or Landlord Date

Prospect Date

Seller or Landlord Date

Prospect Date



SELLER'S AUTHORIZATION TO DISCLOSE AND ADVERTISE CERTAIN INFORMATION

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CONCERNING THE PROPERTY AT _____

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

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

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

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

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

Seller's Printed Name

Seller's Printed Name

Seller's Signature

Date

Seller's Signature

Date



REPRESENTATION DISCLOSURE

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CONCERNING THE PROPERTY AT: _____

Broker/Broker Firm Name: _____ License No.: _____

Broker's Associate's Name: _____ License No.: _____

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

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

B. Broker represents the following party:

- ☐ Seller: _____
- ☐ Landlord: _____
- ☐ Buyer: _____
- ☐ Tenant: _____

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

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

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

Printed Name

Printed Name

Signature

Date

Signature

Date

PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)



NOTICE TO PURCHASER OF SPECIAL TAXING OR ASSESSMENT DISTRICT

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

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

SELLER'S DISCLOSURE CONCERNING THE PROPERTY AT:

(Street Address and City)

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

(insert name of district)

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

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

(insert current property tax rate)

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

(insert projected property tax rate)

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

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

(insert current assessment amount)

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

(insert current assessment amount)

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

(insert projected assessment rate or amount)

4. BONDS:

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

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

(insert amount)

(2) \$ _____ for road facilities;

(insert amount)

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

(insert amount)

(4) \$ _____ for _____.

(insert amount)

(insert description of additional facilities, as applicable)

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

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

(insert amount)

(2) \$ _____ for road facilities;

(insert amount)

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

(insert amount)

(4) \$ _____ for _____.

(insert amount)

(insert description of additional facilities, as applicable)

Initialed for identification by Buyer _____ and Seller _____

TREC No.59-0
TXR 1420

(Address of Property)

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

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

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

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

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

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

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

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

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

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

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

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

is not included in the purchase price of your property.

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

Signature of Seller Date

Signature of Seller Date

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

Signature of Buyer Date

Signature of Buyer Date



This form has been approved by the Texas Real Estate Commission for use with similarly approved or promulgated contract forms. Such approval relates to this form only. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (<http://www.trec.texas.gov>) TREC No. 59-0.

TREC No.59-0
TXR 1420



RESIDENTIAL BUYER/TENANT REPRESENTATION AGREEMENT - LONG FORM

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1. PARTIES: The parties to this agreement are:

Client: _____

Address: _____

City, State, Zip: _____

Phone: _____

Email/Fax: _____ Email/Fax: _____

Broker: _____

Address: _____

City, State, Zip: _____

Phone: _____

Email/Fax: _____ Email/Fax: _____

2. APPOINTMENT: Client grants Broker the exclusive right to act as Client's real estate agent for the purpose of acquiring property in the market area.

3. DEFINITIONS:

A. "Acquire" means to purchase or lease.

B. "Closing" in a sale transaction means the date legal title to a property is conveyed to a purchaser of property under a contract to buy. "Closing" in a lease transaction means the date a landlord and tenant enter into a binding lease of a property.

C. "Market area" means that area in the State of Texas specified as follows (for example, *insert property address, subdivision, city, county, zip code, etc.*): _____

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

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

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

6. CLIENT'S OBLIGATIONS: Client will: (a) work exclusively through Broker in acquiring property in the market area and negotiate the acquisition of property in the market area only through Broker; (b) inform other brokers, salespersons, sellers, and landlords with whom Client may have contact that Broker exclusively represents Client for the purpose of acquiring property in the market area and refer all such persons to Broker; and (c) comply with other provisions of this agreement.

7. BROKER COMPENSATION:

Broker compensation or the sharing of compensation between brokers is not set by law nor fixed, controlled, recommended, or suggested, by the Association of REALTORS®, MLS, or any listing service. Broker compensation is fully negotiable. Brokers independently determine their fees. Broker is prohibited from receiving compensation for brokerage services from any source that exceeds the amounts stated in this agreement.

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

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

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

B. Source of Compensation: Broker will seek to obtain payment of the fees specified in Paragraph 7A first from the seller, landlord, or their agents. **If such persons refuse or fail to pay Broker the amount specified, Client will pay Broker the amount specified less any amounts Broker receives from such persons.**

C. Earned and Payable: Broker's compensation is Earned when: (1) Client enters into a contract to buy or lease property in the market area; or (2) Client breaches this agreement. Broker's compensation is Payable, either during the term of this agreement or after it ends, upon the earlier of: (1) the closing of the transaction to acquire the property; (2) Client's breach of a contract to buy or lease a property in the market area; or (3) Client's breach of this agreement. If Client acquires more than one property under this agreement, Broker's compensation for each property acquired are Earned as each property is acquired and are Payable at the closing of each acquisition.

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

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

(1) Construction: If Client uses Broker's services to procure or negotiate the construction of improvements to property that Client owns or may acquire, Client ensures that Broker will receive from Client or the contractor(s) at the time the construction is substantially complete a fee equal to: _____.

(2) Service Providers: If Broker refers Client or any party to a transaction contemplated by this agreement to a service provider (for example, mover, cable company, telecommunications provider, utility, or contractor) Broker may receive a fee from the service provider for the referral.

(3) Other Compensation (Only insert amounts or rates of compensation that are objectively ascertainable and the specific amount or rate is known at the time of execution. Do not insert bonuses, a range of compensation, or terms such as "TBD").: _____

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

- F. Protection Period: "Protection period" means that time starting the day after this agreement ends and continuing for _____ days. Not later than 10 days after this agreement ends, Broker may send Client written notice identifying the properties called to Client's attention during this agreement. If Client or a relative of Client agrees to acquire a property identified in the notice during the protection period, Client will pay Broker, upon closing, the amount Broker would have been entitled to receive if this agreement were still in effect. This Paragraph 7F survives termination of this agreement. This Paragraph 7F will not apply if Client is, during the protection period, bound under a representation agreement with another broker who is a member of Texas REALTORS® at the time the acquisition is negotiated and the other broker is paid a fee for negotiating the transaction.
- G. Escrow Authorization: Client authorizes, and Broker may so instruct, any escrow or closing agent authorized to close a transaction for the acquisition of property contemplated by this agreement to collect and disburse to Broker all amounts Payable to Broker.
- H. County: Amounts Payable to Broker are to be paid in cash in _____ County, Texas.

8. REPRESENTATIONS:

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

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

- ☐ A. Intermediary Status: Client desires to see Broker's listings. If Client wishes to acquire one of Broker's listings, Client authorizes Broker to act as an intermediary and Broker will notify Client that Broker will service the parties in accordance with one of the following alternatives.
- (1) If the owner of the property is serviced by an associate other than the associate servicing Client under this agreement, Broker may notify Client that Broker will: (a) appoint the associate then servicing the owner to communicate with, carry out instructions of, and provide opinions and advice during negotiations to the owner; and (b) appoint the associate then servicing Client to the Client for the same purpose.
- (2) If the owner of the property is serviced by the same associate who is servicing Client, Broker may notify Client that Broker will: (a) appoint another associate to communicate with, carry out instructions of, and provide opinions and advice during negotiations to Client; and (b) appoint the associate servicing the owner under the listing to the owner for the same purpose.
- (3) Broker may notify Client that Broker will make no appointments as described under this Paragraph 9A and, in such an event, the associate servicing the parties will act solely as Broker's intermediary representative, who may facilitate the transaction but will not render opinions or advice during negotiations to either party.
- ☐ B. No Intermediary Status: Client does not wish to be shown or acquire any of Broker's listings.

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

- ♦ may not disclose to Client that the seller or landlord will accept a price less than the asking price unless otherwise instructed in a separate writing by the seller or landlord;
- ♦ may not disclose to the seller or landlord that Client will pay a price greater than the price submitted in a written offer to the seller or landlord unless otherwise instructed in a separate writing by Client;

- ◆ **may not disclose any confidential information or any information a seller or landlord or Client specifically instructs Broker in writing not to disclose unless otherwise instructed in a separate writing by the respective party or required to disclose the information by the Real Estate License Act or a court order or if the information materially relates to the condition of the property;**
- ◆ **shall treat all parties to the transaction honestly; and**
- ◆ **shall comply with the Real Estate License Act.**

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

11. CONFIDENTIAL INFORMATION:

- A. During the term of this agreement or after its termination, Broker may not knowingly disclose information obtained in confidence from Client except as authorized by Client or required by law. Broker may not disclose to Client any information obtained in confidence regarding any other person Broker represents or may have represented except as required by law.
- B. Unless otherwise agreed or required by law, a seller or the seller's agent is not obliged to keep the existence of an offer or its terms confidential. If a listing agent receives multiple offers, the listing agent is obliged to treat the competing buyers fairly.

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

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

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

15. LIMITATION OF LIABILITY: Neither Broker nor any other broker, or their associates, is responsible or liable for any person's personal injuries or for any loss or damage to any person's property that is not caused by Broker. Client will hold broker, any other broker, and their associates, harmless from any such injuries or losses. Client will indemnify Broker against any claims for injury or damage that Client may cause to others or their property.

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

- | | |
|---|---|
| <input type="checkbox"/> Information About Brokerage Services | <input type="checkbox"/> Protect Your Family from Lead in Your Home |
| <input type="checkbox"/> Mold Remediation Consumer Protection | <input type="checkbox"/> Information about Special Flood Hazard Areas |
| <input type="checkbox"/> Information Concerning Property Insurance | <input type="checkbox"/> For Your Protection: Get a Home Inspection |
| <input type="checkbox"/> General Information and Notice to Buyers and Sellers | <input type="checkbox"/> Wire Fraud Warning |
| | <input type="checkbox"/> _____ |

17. SPECIAL PROVISIONS:

18. ADDITIONAL NOTICES:

- A. In accordance with fair housing laws and the National Association of REALTORS® Code of Ethics, Broker's services must be provided without regard to race, color, religion, national origin, sex, disability, familial status, sexual orientation, or gender identity. Local ordinances may provide for additional protected classes (for example, creed, status as a student, marital status, or age).
- B. Broker is not a property inspector, pest inspector, appraiser, surveyor, engineer, environmental assessor, or compliance inspector. Client should seek experts to render such services in any acquisition.
- C. If Client purchases property, Client should have an abstract covering the property examined by an attorney of Client's selection, or Client should be furnished with or obtain a title policy.
- D. Client may purchase a residential service contract. Client should review such service contract or the scope of coverage, exclusions, and limitations. The purchase of a residential service contract is optional. There are several residential service companies operating in Texas.
- E. When viewing a property, Client might be recorded or otherwise monitored without Client's knowledge or consent. Additionally, consult an attorney before recording or photographing a property without Owner's knowledge or consent.
- F. To reduce risk of wire fraud, Client should refrain from transmitting personal information, such as bank account or other financial information, via unsecured email or other electronic communication. If Client receives any request to wire funds, even if the communication appears to come from a legitimate source, Client should verify its authenticity prior to transferring any funds. Verification should be made in person or via phone call using a recognized phone number not found in the communication. Broker will not send Client any electronic communication with instructions to wire funds or to provide personal information.

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

Broker's Printed Name License No.

Client's Printed Name

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

Client's Signature Date

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

Client's Printed Name

Client's Signature Date



TERMINATION OF BUYER/TENANT REPRESENTATION AGREEMENT

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

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

C. Termination Fees:

(1) Upon execution of this termination, client will pay Broker a fee of \$ _____ for services rendered through the termination date.

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

- ☐ (a) _____ % of the sales price if Client purchases a property.
☐ (b) _____ % of the gross rent to be paid over the term of the lease if Client leases a property.
☐ (c) _____

(3) The fees specified in Paragraph C(2) are payable only if Client agrees to purchase or lease *(Check one box only.)*

- ☐ (a) any property in the market area.
☐ (b) any of the following properties: _____

_____.

D. Release: Except for the promise made in this termination, Client and Broker release each other from **all** obligations under or related to the agreement (including but not limited to the protection period clause which will no longer apply).

Broker's (Company's) Printed Name

Client Date

By: _____
Date

Client Date



NOTICE FROM BUYER'S AGENT TO SELLER

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To: _____ (Seller)

From: _____ (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 _____

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

Client's Printed Name _____

Client's Signature _____ Date _____



RESIDENTIAL BUYER/TENANT REPRESENTATION AGREEMENT - SHORT FORM

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1. **PARTIES.** This Agreement is made between _____ (Collectively, "Client") and _____ ("Broker").
2. **APPOINTMENT:** Client appoints Broker as Client's real estate agent subject to the terms of this Agreement.
3. **DEFINITIONS:** In this Agreement, "acquire" means to purchase or lease real property. "Market area" means that area in the State of Texas specified as follows (for example, *insert property address, subdivision, city, county, zip code, etc.*): _____.
4. **TERM:** This Agreement begins on _____ and ends at 11:59 p.m. on _____.
5. **BROKER OBLIGATIONS:** Broker must comply with minimum duties as required by law. Broker may represent other prospective buyers or tenants who may seek to acquire the same properties as Client. (Check only one box)
☐ Full Services. Broker will use Broker's best efforts to assist Client in the acquisition of property in the market area.
☐ Showing Services. Paragraphs 6, 7, and 8 do not apply. Broker will provide Client with access to properties in the market area. Client will pay Broker a fee of \$ _____ due upon execution of this Agreement.
6. **CLIENT OBLIGATIONS:** Client must: (a) work exclusively through Broker in acquiring property in the market area and (b) inform other brokers, sales agents, sellers, and landlords that Broker exclusively represents Client for the purpose of acquiring property in the market area and refer all such persons to Broker.
7. **BROKER COMPENSATION:**

A. **Broker's Fees: When Earned and Payable, Client will pay Broker (Complete all that apply):**
(1) (Purchases) _____ % of the sales price or \$ _____.
(2) (Leases) _____ % of one month's rent or _____ % of all rents to be paid over the term of the lease or \$ _____.

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

C. Source of Payment: Broker may receive compensation from the seller, landlord, or their agents. Broker will credit any such compensation towards compensation due Broker under this Agreement and Client will pay any remaining balance.

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

Broker compensation is not set by law nor fixed, controlled, or recommended by the Association of REALTORS® or MLS. Broker compensation is fully negotiable. Broker is prohibited from receiving compensation for brokerage services from any source that exceeds the amounts stated in this Agreement. This is a legally binding agreement. **READ IT CAREFULLY.** If you do not understand the effect of this Agreement, consult your attorney **BEFORE** signing. The parties authorize the use of electronic signatures for the signing of this Agreement.

Broker's Printed Name _____ License No. _____

Client's Printed Name _____

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

Client's Signature _____ Date _____

Broker's Associate's 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

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. 40-11. This form replaces TREC No. 40-10.



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: (Notice: Paragraph 7 of the contract governs the completion, delivery of documentation, and transfer of warranties of 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 ☐ \$ _____ or ☐ _____ % of the Sales Price (check one box only).
- ☐ (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: \$ _____ by Seller; \$ _____ by Buyer.
- ☐ (7) Buyer has paid Seller an additional Option Fee of \$ _____ for an extension of the unrestricted right to terminate the contract on or before 5:00 p.m. on _____, _____. This additional Option Fee ☐ will ☐ will not be credited to the Sales Price.
- ☐ (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



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TREC NO. 39-10
TXR 1903



RELEASE OF EARNEST MONEY

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

By _____

Date _____

Date _____

Address: _____

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 _____ Date _____ Listing Broker _____ Date _____

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

(TXR 1906) 10-10-11

TREC No. OP-L

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, decks, 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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**ADDENDUM FOR
"BACK-UP" CONTRACT****TO CONTRACT CONCERNING THE PROPERTY AT**

(Address of Property)

- A. The contract to which this Addendum is attached (the Back-Up Contract) is binding upon execution by the parties, and the earnest money and any Option Fee must be paid as follows:
- (1) Buyer shall deliver the earnest money and Option Fee as provided in Paragraph 5 of the Back-Up Contract; and
 - (2) Buyer shall deliver additional earnest money of \$_____ and an additional Option Fee of \$_____ to Escrow Agent within _____ days after the Amended Effective Date of the Back-Up Contract defined below.
- B. If the last day to deliver the additional earnest money or the additional Option Fee falls on a Saturday, Sunday, or legal holiday, the time to deliver the additional earnest money or additional Option Fee, as applicable, is extended until the end of the next day that is not a Saturday, Sunday, or legal holiday.
- C. The amount(s) Escrow Agent receives under Paragraph A(2) of this Addendum shall be applied first to the additional Option Fee and then to the additional earnest money.
- D. Buyer authorizes Escrow Agent to release and deliver the additional Option Fee to Seller at any time without further notice to or consent from Buyer, and releases Escrow Agent from liability for delivery of the additional Option Fee to Seller. The additional Option Fee will be credited to the Sales Price at closing.
- E. **FAILURE TO TIMELY DELIVER ADDITIONAL EARNEST MONEY:** If Buyer fails to deliver the additional earnest money within the time required, Seller may terminate this contract or exercise Seller's remedies under Paragraph 15, or both, by providing notice to Buyer before Buyer delivers the additional earnest money.
- F. **FAILURE TO TIMELY DELIVER ADDITIONAL OPTION FEE:** If Buyer fails to deliver any required additional Option Fee within the time required, Buyer shall not have the unrestricted right to terminate this contract as provided in Paragraph 5(B) of the contract.
- G. The Back-Up Contract is contingent upon the termination of a previous contract (the First Contract) dated _____, _____, for the sale of Property. Except as provided by this Addendum, neither party is required to perform under the Back-Up Contract while it is contingent upon the termination of the First Contract.
- H. If the First Contract does not terminate on or before _____, _____, the Back-Up Contract terminates and the earnest money will be refunded to Buyer. Seller must notify Buyer immediately of the termination of the First Contract. For purposes of performance, the effective date of the Back-Up Contract changes to the date Buyer receives notice of termination of the First Contract (Amended Effective Date).
- I. An amendment or modification of the First Contract will not terminate the First Contract.
- J. If Buyer has the unrestricted right to terminate the Back-Up Contract, the time for giving notice of termination begins on the Effective Date of the Back-Up Contract, continues after the Amended Effective Date and ends upon the expiration of Buyer's unrestricted right to terminate the Back-Up Contract.

Initialed for identification by Buyer _____ and Seller _____

TREC NO. 11-8
TXR 1909

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

Buyer

Seller

Buyer

Seller



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TREC No. 11-8
TXR 1909



SELLER'S TEMPORARY RESIDENTIAL LEASE

1. **PARTIES:** The parties to this Lease are _____
(Landlord) and _____ (Tenant).
2. **LEASE:** Landlord leases to Tenant the Property described in the Contract between Landlord as Buyer and Tenant as Seller known as _____

(address).
3. **TERM:** The term of this Lease commences on the date the sale covered by the Contract is closed and funded and terminates _____, unless terminated earlier by reason of other provisions.
4. **RENTAL:** Tenant shall pay to Landlord as rental \$ _____ per day (excluding the day of closing and funding) with the full amount of rental for the term of the Lease to be paid at the time of funding of the sale. Tenant will not be entitled to a refund of rental if this Lease terminates early due to Tenant's default or voluntary surrender of the Property.
5. **DEPOSIT:** Tenant shall pay to Landlord at the time of funding of the sale \$ _____ as a deposit to secure performance of this Lease by Tenant. Landlord may use the deposit to satisfy Tenant's obligations under this Lease. Landlord shall refund any unused portion of the deposit to Tenant with an itemized list of all deductions from the deposit within 30 days after Tenant (a) surrenders possession of the Property and (b) provides Landlord written notice of Tenant's forwarding address.
6. **UTILITIES:** Tenant shall pay all utility charges except _____
which Landlord shall pay.
7. **USE OF PROPERTY:** Tenant may use the Property only for residential purposes. Tenant may not assign this Lease or sublet any part of the Property.
8. **PETS:** Tenant may not keep pets on the Property except _____.
9. **CONDITION OF PROPERTY:** Tenant accepts the Property in its present condition and state of repair at the commencement of the Lease. Upon termination, Tenant shall surrender the Property to Landlord in the condition required under the Contract, except normal wear and tear and any casualty loss.
10. **ALTERATIONS:** Tenant may not alter the Property or install improvements or fixtures without the prior written consent of the Landlord. Any improvements or fixtures placed on the Property during the Lease become the Property of Landlord.
11. **SPECIAL PROVISIONS:** _____

12. **INSPECTIONS:** Landlord may enter at reasonable times to inspect the Property. Tenant shall provide Landlord door keys and access codes to allow access to the Property during the term of Lease.
13. **LAWS:** Tenant shall comply with all applicable laws, restrictions, ordinances, rules and regulations with respect to the Property.
14. **REPAIRS AND MAINTENANCE:** Except as otherwise provided in this Lease, Tenant shall bear all expense of repairing and maintaining the Property, including but not limited to the yard, trees and shrubs, unless otherwise required by the Texas Property Code. Tenant shall promptly repair at Tenant's expense any damage to the Property caused directly or indirectly by any act or omission of the Tenant or any person other than the Landlord, Landlord's agents or invitees.

Initialed for identification by Landlord _____ and Tenant _____

TREC NO. 15-6
TXR 1910

(Address of Property)

- 15. INDEMNITY:** Tenant indemnifies Landlord from the claims of all third parties for injury or damage to the person or property of such third party arising from the use or occupancy of the Property by Tenant. This indemnification includes attorney's fees, costs and expenses incurred by Landlord.
- 16. INSURANCE:** Landlord and Tenant shall each maintain such insurance on the contents and Property as each party may deem appropriate during the term of this Lease. NOTE: CONSULT YOUR INSURANCE AGENT; POSSESSION OF THE PROPERTY BY SELLER AS TENANT MAY CHANGE INSURANCE POLICY COVERAGE.
- 17. DEFAULT:** If Tenant fails to perform or observe any provision of this Lease and fails, within 24 hours after notice by Landlord, to commence and diligently pursue to remedy such failure, Tenant will be in default.
- 18. TERMINATION:** This Lease terminates upon expiration of the term specified in Paragraph 3 or upon Tenant's default under this Lease.
- 19. HOLDING OVER:** Tenant shall surrender possession of the Property upon termination of this Lease. Any possession by Tenant after termination creates a tenancy at sufferance and will not operate to renew or extend this Lease. Tenant shall pay \$ _____ per day during the period of any possession after termination as damages, in addition to any other remedies to which Landlord is entitled.
- 20. ATTORNEY'S FEES:** The prevailing party in any legal proceeding brought under or with respect to this Lease is entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.
- 21. SMOKE ALARMS:** The Texas Property Code requires Landlord to install smoke alarms in certain locations within the Property at Landlord's expense. Tenant expressly waives Landlord's duty to inspect and repair smoke alarms.
- 22. SECURITY DEVICES:** The requirements of the Texas Property Code relating to security devices do not apply to a residential lease for a term of 90 days or less.
- 23. LANDLORD'S FLOODPLAIN AND FLOOD NOTICE PURSUANT TO §92.0135, TEXAS PROPERTY CODE:** Landlord has delivered to Tenant Landlord's Floodplain and Flood Notice (TREC NO. 54-0 or other compliant notice).
- 24. CONSULT YOUR ATTORNEY:** Real estate licensees cannot give legal advice. This Lease is intended to be legally binding. READ IT CAREFULLY. If you do not understand the effect of this Lease, consult your attorney BEFORE signing.
- 25. NOTICES:** All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by facsimile or electronic transmission as follows:

To Landlord: _____

To Tenant: _____

Telephone: _____

Telephone: _____

Facsimile: _____

Facsimile: _____

E-mail: _____

E-mail: _____

Landlord

Tenant

Landlord

Tenant



The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 512-936-3000 (<http://www.trec.texas.gov>) TREC NO. 15-6. This form replaces TREC NO. 15-5.

TREC NO. 15-6
TXR 1910



BUYER'S TEMPORARY RESIDENTIAL LEASE

1. **PARTIES:** The parties to this Lease are _____ (Landlord) and _____ (Tenant).
2. **LEASE:** Landlord leases to Tenant the Property described in the Contract between Landlord as Seller and Tenant as Buyer known as _____ (address).
3. **TERM:** The term of this Lease commences _____ and terminates as specified in Paragraph 18.
4. **RENTAL:** Rental will be \$ _____ per day. Upon commencement of this Lease, Tenant shall pay to Landlord the full amount of rental of \$ _____ for the anticipated term of the Lease (commencement date to the Closing Date specified in Paragraph 9 of the Contract). If the actual term of this Lease differs from the anticipated term, any additional rent or reimbursement will be paid at closing. No portion of the rental will be applied to payment of any items covered by the Contract.
5. **DEPOSIT:** Tenant has paid to Landlord \$ _____ as a deposit to secure performance of this Lease by Tenant. If this Lease is terminated before the Closing Date, Landlord may use the deposit to satisfy Tenant's obligations under this Lease. Landlord shall refund to Tenant any unused portion of the deposit together with an itemized list of all deductions from the deposit within 30 days after Tenant (a) surrenders possession of the Property and (b) provides Landlord written notice of Tenant's forwarding address. If this Lease is terminated by the closing and funding of the sale of the Property, the deposit will be refunded to Tenant at closing and funding.
NOTICE: The deposit must be in addition to the earnest money under the Contract.
6. **UTILITIES:** Tenant shall pay all utility connections, deposits and charges except _____, which Landlord shall pay.
7. **USE OF PROPERTY:** Tenant may use the Property only for residential purposes. Tenant may not assign this Lease or sublet any part of the Property.
8. **PETS:** Tenant may not keep pets on the Property except _____.
9. **CONDITION OF PROPERTY:** Tenant accepts the Property in its present condition and state of repair, but Landlord shall make all repairs and improvements required by the Contract. If this Lease is terminated prior to closing, Tenant shall surrender possession of the Property to Landlord in its present condition, as improved by Landlord, except normal wear and tear and any casualty loss.
10. **ALTERATIONS:** Tenant may not: (a) make any holes or drive nails into the woodwork, floors, walls or ceilings (b) alter, paint or decorate the Property or (c) install improvements or fixtures without the prior written consent of Landlord. Any improvements or fixtures placed on the Property during the Lease become a part of the Property.
11. **SPECIAL PROVISIONS:** _____

12. **INSPECTIONS:** Landlord may enter at reasonable times to inspect, replace, repair or complete the improvements. Tenant shall provide Landlord door keys and access codes to allow access to the Property during the term of the Lease.
13. **LAWS:** Tenant shall comply with all applicable laws, restrictions, ordinances, rules and regulations with respect to the Property.
14. **REPAIRS AND MAINTENANCE:** Except as otherwise provided in this Lease, Tenant shall bear all expense of repairing, replacing and maintaining the Property, including but not limited to the yard, trees, shrubs, and all equipment and appliances, unless otherwise required by the Texas Property Code. Tenant shall promptly repair at Tenant's expense any damage to the Property caused directly or indirectly by any act or omission of the Tenant or any person other than the Landlord, Landlord's agents or invitees.

Initialed for identification by Landlord _____ and Tenant _____

TREC NO. 16-6
TXR 1911

(Address of Property)

- 15. INDEMNITY:** Tenant indemnifies Landlord from the claims of all third parties for injury or damage to the person or property of such third party arising from the use or occupancy of the Property by Tenant. This indemnification includes attorney's fees, costs and expenses incurred by Landlord.
- 16. INSURANCE:** Landlord and Tenant shall each maintain such insurance on the contents and Property as each party may deem appropriate during the term of this Lease. NOTE: CONSULT YOUR INSURANCE AGENT; POSSESSION OF THE PROPERTY BY BUYER AS TENANT MAY CHANGE INSURANCE POLICY COVERAGE.
- 17. DEFAULT:** If Tenant fails to perform or observe any provision of this Lease and fails, within 24 hours after notice by Landlord, to commence and diligently pursue to remedy such failure, Tenant will be in default.
- 18. TERMINATION:** This Lease terminates upon (a) closing and funding of the sale under the Contract, (b) termination of the Contract prior to closing, (c) Tenant's default under this Lease, or (d) Tenant's default under the Contract, whichever occurs first. Upon termination other than by closing and funding of the sale, Tenant shall surrender possession of the property.
- 19. HOLDING OVER:** Any possession by Tenant after termination creates a tenancy at sufferance and will not operate to renew or extend this Lease. Tenant shall pay \$ _____ per day during the period of any possession after termination as damages, in addition to any other remedies to which Landlord is entitled.
- 20. ATTORNEY'S FEES:** The prevailing party in any legal proceeding brought under or with respect to this Lease is entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.
- 21. SMOKE ALARMS:** The Texas Property Code requires Landlord to install smoke alarms in certain locations within the Property at Landlord's expense. Tenant expressly waives Landlord's duty to inspect and repair smoke alarms.
- 22. SECURITY DEVICES:** The requirements of the Texas Property Code relating to security devices do not apply to a residential lease for a term of 90 days or less.
- 23. LANDLORD'S FLOODPLAIN AND FLOOD NOTICE PURSUANT TO §92.0135, TEXAS PROPERTY CODE:** Landlord has delivered to Tenant Landlord's Floodplain and Flood Notice (TREC NO. 54-0 or other compliant notice).
- 24. CONSULT YOUR ATTORNEY:** Real estate licensees cannot give legal advice. This Lease is intended to be legally binding. READ IT CAREFULLY. If you do not understand the effect of this Lease, consult your attorney BEFORE signing.
- 25. NOTICES:** All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by facsimile or electronic transmission as follows:

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



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TREC NO. 16-6
TXR 1911



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

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Seller: _____

Buyer: _____

Re: The contract concerning the Property at _____

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

- (1) the First Contract is terminated;
- (2) the contract with Buyer is no longer subject to the contingency described in the addendum; and
- (3) the effective date of the contract is amended to _____ *(insert the date this notice is sent to Buyer)*.

Seller Date

Seller 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
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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CONDOMINIUM RESALE CERTIFICATE

(Section 82.157, Texas Property Code)



Condominium Certificate concerning Condominium Unit _____, in Building _____, of _____, a condominium project, located at _____ (Address), City of _____, County of _____, Texas, on behalf of the condominium owners association (the Association) by the Association's governing body (the Board).

- A. The Declaration ☐ does ☐ does not contain a right of first refusal or other restraint that restricts the right to transfer the Unit. If a right of first refusal or other restraint exists, see Section _____ of the Declaration.
- B. The periodic common expense assessment for the Unit is \$ _____ per _____.
- C. There ☐ is ☐ is not a common expense or special assessment due and unpaid by the Seller to the Association. The total unpaid amount is \$ _____ and is for _____.
- D. Other amounts ☐ are ☐ are not payable by Seller to the Association. The total unpaid amount is \$ _____ and is for _____.
- E. Capital expenditures approved by the Association for the next 12 months are \$ _____.
- F. Reserves for capital expenditures are \$ _____; of this amount \$ _____ has been designated for _____.
- G. The current operating budget and balance sheet of the Association is attached.
- H. The amount of unsatisfied judgments against the Association is \$ _____.
- I. There ☐ are ☐ are not any suits pending against the Association. The nature of the suits is _____.
- J. The Association ☐ does ☐ does not provide insurance coverage for the benefit of unit owners as per the attached summary from the Association's insurance agent.
- K. The Board ☐ has ☐ has no knowledge that any alterations or improvements to the Unit or to the limited common elements assigned to that Unit violate the Declaration, by-laws, or Association rules. Known violations are: _____.
- L. The Board ☐ has ☐ has not received notice from a governmental authority concerning violations of health or building codes with respect to the Unit, the limited common elements assigned to the Unit, or any other portion of the condominium. Notices received are: _____.
- M. The remaining term of any leasehold estate that affects the condominium is _____ and the provisions governing an extension or a renewal of the lease are: _____.
- N. The Association's managing agent is _____

(Name of Agent)

(Mailing Address)

(Phone)

(Fax)

(E-mail Address)

TREC NO. 32-5
TXR 1921

forms for my forms

(Address of Property)

O. Association fees resulting from the transfer of the unit described above:

<u>Description</u>	<u>Paid To</u>	<u>Amount</u>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

P. Required contribution, if any, to the capital reserves account \$ _____.

REQUIRED ATTACHMENTS:

1. Operating Budget
2. Insurance Summary
3. Balance Sheet

NOTICE: The Certificate must be prepared no more than three months before the date it is delivered to Buyer.

Name of Association

By: _____

Name: _____

Title: _____

Date: _____

Mailing Address: _____

E-mail: _____



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TREC NO. 32-5
TXR 1921



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

(Street Address and City)

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

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

(Check only one box):

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

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

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

C. FEES AND DEPOSITS FOR RESERVES: Buyer shall pay any and all Association fees, deposits, reserves, and other charges associated with the transfer of the Property not to exceed \$ _____ and Seller shall pay any excess. This paragraph does not apply to: (i) regular periodic maintenance fees, assessments, or dues (including prepaid items) that are prorated by Paragraph 13, and (ii) costs and fees provided by Paragraphs A and D.

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

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

Buyer

Seller

Buyer

Seller



The form of this addendum has been approved by the Texas Real Estate Commission for use only with similarly approved or promulgated forms of contracts. Such approval relates to this contract form only. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (www.trec.texas.gov) TREC No. 36-10. This form replaces TREC No. 36-9.



**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). _____

(Address of Property)

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>)



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

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CONCERNING THE PROPERTY AT

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

A. Inspections:

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

B. Reinspections:

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

C. Residential Service Contract:

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

D. Before Closing Walk-Through:

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

E. Sight Unseen:

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

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

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

Buyer

Date

Buyer

Date



SELLER'S ESTIMATED NET PROCEEDS

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

Seller: _____

Address: _____

Anticipated Closing Date: _____

Estimated Annual Property Taxes: \$ _____

Estimated Annual Maintenance Fees: \$ _____

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

Estimated Costs

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

Total Estimated Costs _____

Estimated Proceeds to Seller:

Sales Price _____
Less Estimated Costs (_____)
Less Estimated Loan Payoff (_____)

Estimated Net Proceeds: _____

After Closing Refunds

Estimated Unused Insurance _____
Estimated Escrow Balance _____

Total Estimated Refunds: _____

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

Prepared by: _____

* Prorations are calculated through the closing date.

** Interest is prorated only in assumption transactions.



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 Prepays: _____

Approximate Total Cash Due at Closing

Sales Price _____
Add Approximate Costs _____
Add Approximate Prepays _____
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

- (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/counteroffers to purchase or sell the above-referenced Property. The withdrawal was communicated orally by _____ (Name) giving notice to _____ (Name) on _____ (Date) at _____ (Time).

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

☐ Buyer ☐ Seller Date

☐ Buyer ☐ Seller Date



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



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 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 (www.trec.texas.gov) TREC No. 48-1.

**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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TXR 1950

TREC No. 50-0

**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 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>_____ 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>_____ 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

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1. PARTIES: The parties to this Agreement are:

Listing/Principal Broker: _____
Full Address: _____
Phone: _____ E-Mail/Fax: _____
Cooperating Broker: _____
Full Address: _____
Phone: _____ E-Mail/Fax: _____

2. PROPERTY: "Property" means the following 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) _____.

(TXR-2405) 06-24-24 Initialed for Identification by Receiving Broker _____ and Referring Broker _____

Page 1 of 2

(2) **Renewals:** If Prospect enters into a lease and subsequently extends, renews, or expands the lease (including new leases for more, less, or different space in the same building, center, or complex), 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) _____.

(3) **Subsequent Sale to a Tenant:** If Prospect leases all or part of a property and later agrees to buy all or part of the property, and Receiving Broker receives a fee, Receiving Broker will pay Referring Broker a fee equal to:

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

C. **Transactions:** Referring Broker will be entitled to the fees stated in this Agreement in connection with:
(Check one box only)

- ☐ one transaction during the Term.
☐ multiple transactions during the Term.

5. **SURVIVAL:** The obligations to pay fees earned during the Term and the obligations to pay fees under paragraphs 4B(2) and 4B(3) will survive the termination of this Agreement.

6. **RELATED PARTIES:** If a related party of Prospect agrees to buy or lease all or part of a property during the Term, Referring 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.

7. SPECIAL PROVISIONS:

8. **LICENSED BROKERS:** The parties to this Agreement represent they are licensed real estate brokers in Texas or their respective state.

9. **ADDENDA AND OTHER DOCUMENTS:** Addenda that are part of this Agreement and other documents that may need to be provided are:

- ☐ A. Referring Broker's IRS Form (W-8 or W-9), if required (see www.irs.gov for requirements)
☐ B. _____
☐ C. _____

Receiving Broker's Printed Name

Referring Broker's Printed Name

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

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

Receiving Broker's Associate's Printed Name

Referring Broker's Associate's Printed Name



Information About Brokerage Services

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

2-10-2025



TYPES OF REAL ESTATE LICENSE HOLDERS:

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

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

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

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

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

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

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

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

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

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

Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
Designated Broker of Firm	License No.	Email	Phone
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
Sales Agent/Associate's Name	License No.	Email	Phone

Buyer/Tenant/Seller/Landlord Initials

Date

Regulated by the Texas Real Estate Commission

Information available at www.trec.texas.gov

IABS 1-1

TXR 2501

forms for my forms



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: _____, _____.

Brokerage Company Name

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. 57-0 replaces TREC No. OP-C.



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); and (b) the Railroad Commission of Texas (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.



WIRE FRAUD WARNING

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

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

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

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

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

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

This form was provided by:

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

Broker's Printed Name

☐ Seller ☒ Buyer Date

By: _____
Broker's Associate's Signature Date

☐ Seller ☐ Buyer Date