

Texas Realtor's Revised Forms as of 6/24/2024 & NAR Update to forms dated 8/23/2024

- TXR 1101 - Residential Real Estate Listing Agreement, Exclusive right to Sell
- TXR 1102 - Residential Real Estate Listing Agreement, Exclusive right to Lease
- TXR 1402- Named Exclusion Addendum to Listing
- TXR 1403- Exclusive Agency Addendum to Listing
- TXR 1404- Addendum to Listing
- TXR 1409- **Intermediary relationship Notice**
- TXR 1412- Seller's Authorization to Disclose and Advertise Certain Information
- TXR 1417- Representation Disclosure
- TXR 1501- Residential Buyer/Tenant Representation Agreement – Long Form
- TXR 1504- Notice from Buyer's Agent to Seller
- TXR 1505- Amendment to buyer/Tenant Representation Agreement
- TXR 1506- General Info. And Notice to Buyer's and Gellers
- TXR 1507- **Residential buyer/Tenant Representation Agreement – Short Form**
- TXR 2401- Compensation Agreement Between Broker & Owner
- TXR 2402- Compensation Agreement Between Brokers
- TXR 2405- Referral Agreement Between Brokers
- TXR 2406- **Addendum Regarding Broker Compensation**
- TXR 2701- **Addendum to Representation Agreement**



RESIDENTIAL REAL ESTATE LISTING AGREEMENT EXCLUSIVE RIGHT TO SELL

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

Seller: _____

Address: _____

City, State, Zip: _____

Phone: _____

Email/Fax: _____ Email/Fax: _____

Broker: _____

Address: _____

City, State, Zip: _____

Phone: _____

Email/Fax: _____ Email/Fax: _____

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

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

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

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

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

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

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

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

4. **TERM:**

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

5. **BROKER COMPENSATION:**

Broker compensation or the sharing of compensation between brokers is not set by law nor fixed, controlled, recommended, or suggested by the Association of REALTORS®, MLS, or any listing service. Broker compensation is fully negotiable. Brokers independently determine their fees. (Complete either 5A or 5B only)

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

This Paragraph 5A includes payment of compensation to the other broker working with a buyer. ~~Seller authorizes Broker to compensate the other broker as indicated below.~~ Complete both (1) and (2)

- (1) When Earned and Payable, Seller will pay Broker (insert total amount for Broker and other broker):
 - (a) _____ % of the sales price or a flat fee of \$ _____.
 - (b) _____.

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

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

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

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

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

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

- (1) When Earned and Payable, Seller will pay Broker (insert amount to be paid to Broker only):
 - (a) _____ % of the sales price or a flat fee of \$ _____.
 - (b) _____.

Note: Authorization to Disclose Seller Paying Buyer's Expenses. ~~In addition to paying the above Broker's fees, Seller may be asked by a buyer to contribute an amount towards buyer's expenses, such as buyer's broker's fees or other expenses payable by buyer under a sales contract. See Paragraph 11F regarding Broker's authority to disclose possible Seller contributions.~~ Seller does or does not authorize Broker to disclose to other brokers and prospective buyers that Seller will consider contributing an amount towards buyer's expenses, such as buyer's broker's fees or other expenses payable by a buyer under a sales contract. Seller is not obligated to pay any specific amount and has sole discretion to determine the amount Seller will pay towards buyer's expenses during negotiations with a buyer. (Use TXR 1412 to authorize Broker to disclose and advertise additional information, such as a specific amount of seller concessions.)

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

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

E. Other Compensation:

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

F. Protection Period:

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

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

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

6. LISTING SERVICES:

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

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

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

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

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

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

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

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

(1) **Definitions:**

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

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

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

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

7. ACCESS TO THE PROPERTY:

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

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

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

C. **Keybox:** A keybox is a locked container placed on the Property that holds a key to the Property. A keybox makes it more convenient for brokers, their associates, inspectors, appraisers, and contractors to show, inspect, or repair the Property. The keybox is opened by a special

combination, key, or programmed device so that authorized persons may enter the Property, even in Seller's absence. Using a keybox will probably increase the number of showings, but involves risks (for example, unauthorized entry, theft, property damage, or personal injury). Neither the Association of REALTORS® nor MLS requires the use of a keybox.

- (1) Broker is or is not authorized to place a keybox on the Property.
- (2) If a tenant occupies the Property at any time during this Listing, Seller will furnish Broker a written statement (for example, TXR 1411), signed by all tenants, authorizing the use of a keybox or Broker may remove the keybox from the Property.
- D. **Liability and Indemnification:** When authorizing access to the Property, Broker, other brokers, their associates, any keybox provider, or any scheduling company are not responsible for personal injury or property loss to Seller or any other person. Seller assumes all risk of any loss, damage, or injury. **Except for a loss caused by Broker, Seller will indemnify and hold Broker harmless from any claim for personal injury, property damage, or other loss.**

8. RESERVED.

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

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

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

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

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

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

- ♦ may not treat a party to the transaction dishonestly; and
- ♦ may not violate the Real Estate License Act.

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

11. BROKER'S AUTHORITY:

- A. Broker will use reasonable efforts and act diligently to market the Property for sale, procure a buyer, and negotiate the sale of the Property.
- B. If box 6A(1) is checked, Broker is authorized to display this Listing on the Internet without limitation unless one of the following is checked:
- (1) Seller does not want this Listing to be displayed on the Internet.
 - (2) Seller does not want the address of the Property to be displayed on the Internet.

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

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

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

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

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

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

~~F. Seller does or does not authorize Broker to share with other brokers and prospective buyers that Seller will consider contributing an amount towards buyer's expenses, such as buyer's broker's fees or other expenses payable by buyer under a sales contract. Seller is not obligated to pay any specific amount and has sole discretion to determine the amount Seller will pay towards buyer's expenses during negotiations with the buyer. (Use TXR 1412 to provide additional details regarding Broker's authorization to share information.)~~

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

- A. Seller has fee simple title to and peaceable possession of the Property and all its improvements and fixtures, unless rented, and the legal capacity to convey the Property;
- B. Seller is not bound by a listing agreement with another broker for the sale, exchange, or lease of the Property that is or will be in effect during this Listing;
- C. any pool or spa and any required enclosures, fences, gates, and latches comply with all applicable laws and ordinances;
- D. no person or entity has any right to purchase, lease, or acquire the Property by an option, right of refusal, or other agreement;
- E. Seller is current and not delinquent on all loans and all other financial obligations related to the Property, including but not limited to mortgages, home equity loans, home improvement loans, homeowner association fees, and taxes, except _____;
- F. Seller is not aware of any liens or other encumbrances against the Property, except _____;
- G. the Property is not subject to the jurisdiction of any court;
- H. all information relating to the Property Seller provides to Broker is true and correct to the best of Seller's knowledge;
- I. the name of any employer, relocation company, or other entity that provides benefits to Seller when selling the Property is: _____;
- J. the Seller Listing Content, and the license granted to Broker for the Seller Listing Content, do not violate or infringe upon the rights, including any copyright rights, of any person or entity; and
- K. Seller is aware of the Property being located in the following public improvement district (PID), municipal utility district (MUD), or other statutorily created districts providing water, sewer, drainage, or flood control facilities and services (list all that Seller is aware of): _____.

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

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

14. LIMITATION OF LIABILITY:

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

15. SPECIAL PROVISIONS:

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

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

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

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

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

20. AGREEMENT OF PARTIES:

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

21. ADDITIONAL NOTICES:

- A. **In accordance with fair housing laws and the National Association of REALTORS® Code of Ethics, Broker's services must be provided and the Property must be shown and made available to all persons without regard to race, color, religion, national origin, sex, disability, familial status, sexual orientation, or gender identity. Local ordinances may provide for additional protected classes (for example, creed, status as a student, marital status, or age).**
- B. **Broker advises Seller to contact any mortgage lender or other lien holder to obtain information regarding payoff amounts for any existing mortgages or liens on the Property.**
- C. **Broker advises Seller to review the information Broker submits to an MLS or other listing service.**
- D. **Broker advises Seller to remove or secure jewelry, prescription drugs, other valuables, firearms and any other weapons.**

- E. **Broker advises Seller to consult an attorney before using any type of surveillance device in the Property to record or otherwise monitor prospective buyers without their knowledge or consent. Seller should be aware that a prospective buyer might photograph or otherwise record the Property without Seller's knowledge or consent.**
- F. **Statutes or ordinances may regulate certain items on the Property (for example, swimming pools and septic systems). Non-compliance with the statutes or ordinances may delay a transaction and may result in fines, penalties, and liability to Seller.**
- G. **If the Property was built before 1978, Federal law requires the Seller to: (1) provide the buyer with the federally approved pamphlet on lead poisoning prevention; (2) disclose the presence of any known lead-based paint or lead-based paint hazards in the Property; (3) deliver all records and reports to the buyer related to such paint or hazards; and (4) provide the buyer a period up to 10 days to have the Property inspected for such paint or hazards.**
- H. **If Seller is a "foreign person" as defined by federal law, a buyer may be required to withhold certain amounts from the sales proceeds and deliver the same to the Internal Revenue Service to comply with applicable tax law. A "foreign person" is a: (1) nonresident alien individual; (2) foreign corporation that has not made an election under section 897(i) of the Internal Revenue Code to be treated as a domestic corporation; or (3) foreign partnership, trust, or estate. The definition does not include a resident alien individual. Seller notifies Broker that Seller is or is not a "foreign person" as defined by federal law. If Seller is unsure whether Seller qualifies as a "foreign person" under federal law, Broker advises Seller to consult a tax professional or an attorney.**
- I. **Broker advises Seller to refrain from transmitting personal information, such as bank account numbers or other financial information, via unsecured email or other electronic communication to reduce risk of wire fraud.**
- J. **Broker cannot give legal advice. READ THIS LISTING CAREFULLY. If you do not understand the effect of this Listing, consult an attorney BEFORE signing.**

Broker's Printed Name License No.

Seller's Printed Name

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

Seller's Signature Date

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

Seller's Printed Name

Seller's Signature Date



RESIDENTIAL REAL ESTATE LISTING AGREEMENT EXCLUSIVE RIGHT TO LEASE

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

Landlord: _____

Address: _____

City, State, Zip: _____

Phone: _____ Mobile: _____

E-Mail/Fax Number: _____

Broker: _____

Address: _____

City, State, Zip: _____

Phone: _____ Mobile: _____

E-Mail/Fax Number: _____

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

2. PROPERTY: "Property" means the land described below, its improvements, its fixtures, and the non-real estate items described below, except for any exclusions described below.

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

B. Non-Real Estate Items: Except for items excluded in Paragraph 2C, Landlord instructs Broker to market the Property with all its fixtures and improvements and the following non-real estate items: _____

C. Exclusions: Landlord will remove the following: _____

3. LISTING PRICE: Landlord instructs Broker to market the Property:

- A. at a monthly rental of \$ _____ (Listing Price); and
- B. for a lease term of not less than _____ months and not more than _____ months.

4. TERM:

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

5. BROKER COMPENSATION:

Broker compensation or the sharing of compensation between brokers is not set by law nor fixed, controlled, recommended, or suggested by the Association of REALTORS®, MLS, or any listing service. Broker compensation is fully negotiable. Brokers independently determine their fees. *(Complete either 5A or 5B only)*

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

This Paragraph 5A includes payment of compensation to the other broker working with a tenant. ~~Landlord authorizes Broker to compensate the other broker as indicated below.~~ Complete both (1) and (2)

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

- (a) _____ % of one full month's rent to be paid under a lease of the Property.
- (b) _____ % of all rents to be paid under a lease of the Property.
- (c) _____.

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

(2) ~~From the amounts stated in 5A(1) above, Broker will pay the other broker the following fees if the other broker procures a tenant that leases the Property.~~ If the other broker procures a tenant that leases the Property, Landlord authorizes Broker to pay and Broker will pay the other broker the following fees from the amounts specified in 5A(1):

(a) if the other broker represents the tenant *(complete only one)*:

- _____ % of one month's rent to be paid under a lease
- _____ % of all rents to be paid under a lease
- A flat fee of \$ _____; and

(b) if the other broker is a subagent *(complete only one)*:

- _____ % of one month's rent to be paid under a lease
- _____ % of all rents to be paid under a lease
- A flat fee of \$ _____.

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

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

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

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

- (a) _____ % of one full month's rent to be paid under a lease of the Property.
- (b) _____ % of all rents to be paid under a lease of the Property.
- (c) _____.

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

- (1) Landlord agrees to lease or rent the Property to anyone at any price and on any terms, whether by written or oral agreement or option;
- (2) Broker individually or in cooperation with another broker procures a tenant ready, willing, and able to lease the Property at the Listing Price for a term stated in Paragraph 3 or at any other price or term acceptable to Landlord; or
- (3) Landlord breaches this Listing.

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

- (1) the time Landlord and any tenant agree to lease or rent the Property;
- (2) Landlord's refusal to lease the Property after Broker's compensation has been earned;
- (3) Landlord's breach of this Listing; or
- (4) at such time as otherwise set forth in this Listing.

E. Other Compensation:

(1) Compensation for Renewal: If Landlord renews or extends a lease or rental agreement with a tenant procured under this Listing, Landlord, at the time the renewal or extension begins, will pay Broker the amount described below. This Paragraph 5E(1) survives termination of this Listing.

- (a) _____% of one full month's rent to be paid under the renewal or extension.
- (b) _____% of all rents to be paid under the renewal or extension.
- (c) _____

(2) Compensation for a Sale:

(a) If Landlord agrees to sell the Property, by written or oral agreement or option, to a tenant procured under this Listing not later than the time the tenant vacates the Property, Landlord will, at the time the sale closes, pay Broker:

- (i) _____% of the sales price.
- (ii) _____

(b) If Landlord sells or agrees to sell the Property during the term of this Listing, Landlord will pay Broker the amount specified in Paragraph 5E(2)(a) at the time the sale closes.

(3) Service Providers: If Broker refers Landlord or a prospective tenant or buyer to a service provider (for example, mover, cable company, telecommunications provider, utility, or contractor) Broker may receive a fee from the service provider for the referral. Any referral fee Broker receives under this Paragraph 5E(3) is in addition to any other compensation Broker may receive under this Listing.

(4) Other Fees: Any application fee or administrative fee paid to the Broker is retained by the Broker.

(5) Reimbursable Expenses: _____

F. Protection Period:

(1) "Protection period" means that time starting the day after this Listing ends and continuing for _____ days.

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

- (3) This Paragraph 5F survives termination of this Listing. This Paragraph 5F will not apply if:
 - (a) Landlord agrees to lease, rent, or sell the Property during the protection period;
 - (b) the Property is exclusively listed with another broker who is a member of the Texas Association of REALTORS® at the time the lease, rental, or sale is negotiated; and
 - (c) Landlord is obligated to pay the other broker a fee for the lease, rental, or sale.

G. County: All amounts payable to Broker are to be paid in cash in _____
_____ County, Texas.

6. LISTING SERVICES:

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

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

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

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

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

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

B. Listing Content: If Broker files this Listing under Paragraph 6A(1)(a) or (b), the parties agree to the following:

(1) Definitions:

- (a) "Listing Content" means all photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, remarks, narratives, pricing information, and other copyrightable elements relating to the Property.
 - (b) "Landlord Listing Content" means Listing Content provided by Landlord to Broker or Broker's associates.
 - (c) "Broker Listing Content" means Listing Content that is otherwise obtained or produced by Broker or Broker's associates in connection with this Listing.
- (2) Landlord grants Broker a non-exclusive, irrevocable, worldwide, royalty-free license to use, sublicense through multiple tiers, publish, display, and reproduce the Landlord Listing Content, to prepare derivative works of the Landlord Listing Content, and to distribute the Landlord Listing Content, including any derivative works of the Landlord Listing Content. This Paragraph 6B(2) survives termination of this Listing.
- (3) All Broker Listing Content is owned exclusively by Broker, and Landlord has no right, title, or interest in or to any Broker Listing Content.
- (4) Landlord understands and agrees that both the Landlord Listing Content and Broker Listing Content, including any changes to such content, may be filed with the MLS, included in compilations of listings, and otherwise distributed, publicly displayed, and reproduced.

7. ACCESS TO THE PROPERTY:

- A. **Authorizing Access:** Authorizing access to the Property means giving permission to another person to enter the Property, disclosing to the other person any security codes necessary to enter the Property, and lending a key to the other person to enter the Property, directly or through a keybox. To facilitate the showing and lease of the Property, Landlord instructs Broker to:
- (1) access the Property at reasonable times;
 - (2) authorize other brokers, their associates, inspectors, appraisers, and contractors to enter the Property at reasonable times; and
 - (3) duplicate keys to facilitate convenient and efficient showings of the Property.
- B. **Scheduling Companies:** Broker may engage the following companies to schedule appointments and to authorize others to access the Property: _____
- C. **Keybox:** A keybox is a locked container placed on the Property that holds a key to the Property. A keybox makes it more convenient for brokers, their associates, inspectors, appraisers, and contractors to show, inspect, or repair the Property. The keybox is opened by a special combination, key, or programmed device so that authorized persons may enter the Property, even in Landlord's absence. Using a keybox will probably increase the number of showings, but involves risks (for example, unauthorized entry, theft, property damage, or personal injury). Neither the Association of REALTORS® nor MLS requires the use of a keybox.
- (1) Broker is or is not authorized to place a keybox on the Property.
 - (2) If a tenant occupies the Property at any time during this Listing, Landlord will furnish Broker a written statement (for example, TXR 1411), signed by all tenants, authorizing the use of a keybox or Broker may remove the keybox from the Property.
- D. **Liability and Indemnification:** When authorizing access to the Property, Broker, other brokers, their associates, any keybox provider, or any scheduling company are not responsible for personal injury or property loss to Landlord or any other person. Landlord assumes all risk of any loss, damage, or injury. **Except for a loss caused by Broker, Landlord will indemnify and hold Broker harmless from any claim for personal injury, property damage, or other loss.**

8. RESERVED

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

- A. **Intermediary Status:** Broker may show the Property to interested prospective tenants or buyers who Broker represents. If a prospective tenant who Broker represents offers to lease or buy the Property, Landlord authorizes Broker to act as an intermediary and Broker will notify Landlord that Broker will service the parties in accordance with one of the following alternatives.
- (1) If a prospective tenant or buyer who Broker represents is serviced by an associate other than the associate servicing Landlord under this Listing, Broker may notify Landlord that Broker will: (a) appoint the associate then servicing Landlord to communicate with, carry out instructions of, and provide opinions and advice during negotiations to Landlord; and (b) appoint the associate then servicing the prospective tenant or buyer to the prospective tenant or buyer for the same purpose.
 - (2) If a prospective tenant or buyer who Broker represents is serviced by the same associate that is servicing Landlord, Broker may notify Landlord that Broker will: (a) appoint another associate to communicate with, carry out instructions of, and provide opinions and advice during negotiations to the prospective tenant or buyer; and (b) appoint the associate servicing the Landlord under this Listing to Landlord for the same purpose.
 - (3) Broker may notify Landlord 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:** Landlord agrees that Broker will not show the Property to prospective tenants or buyers who Broker represents.

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

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

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

11. BROKER'S AUTHORITY:

- A. Broker will use reasonable efforts and act diligently to market the Property for lease, procure a tenant, and negotiate the lease of the Property.
- B. Broker is authorized to display this Listing on the Internet without limitation unless one of the following is checked.
 - (1) Landlord does not want this Listing to be displayed on the Internet.

- (2) Landlord does not want the address of the Property to be displayed on the Internet.

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

C. In addition to other authority granted by this Listing, Broker may:

- (1) advertise the Property by means and methods as Broker determines, including but not limited to creating and placing advertisements with interior and exterior photographic and audio-visual images of the Property and related information in any media and the Internet;
- (2) place a "For Lease" sign on the Property and remove all other signs offering the Property for sale or lease;
- (3) furnish comparative marketing and lease information about other properties to prospective tenants;
- (4) disseminate information about the Property to other brokers and to prospective tenants, including ~~offers of compensation to tenant representatives and~~ applicable disclosures or notices that Landlord is required to make under law or a lease;
- (5) accept and deposit money for security deposit(s), application fees, and rent in trust in accordance with a lease for the Property and to make authorized deductions and offsets from such money for Broker's compensation, reimbursements, and other authorized purposes;
- (6) disclose the terms of a lease for the Property to other brokers, appraisers, or other real estate professionals;
- (7) in response to inquiries from prospective tenants and other brokers, disclose whether Landlord is considering more than one offer (Broker will not disclose the terms of any competing offer unless specifically instructed by Landlord);
- (8) advertise, during or after this Listing ends, that Broker "leased" the Property; and
- (9) place information about this Listing, the Property, and a transaction for the Property on an electronic transaction platform (typically an Internet-based system where professionals related to the transaction such as title companies, lenders, and others may receive, view, and input information).

D. Make Ready:

- (1) Broker may not arrange for contractors to make repairs or alterations to the Property.
- (2) Broker may arrange for contractors to make repairs or alterations to the Property. The total cost of repairs or alterations may not exceed \$_____, unless Landlord consents to any excess. Unless this agreement otherwise limits Broker's discretion, Broker will use Broker's best judgment in selecting contractors and determining the repairs or alterations to be made. Landlord will:
 - (a) pay the contractors directly and pay Broker a service fee of _____ upon receipt of the contractors' and Broker's invoices.
 - (b) reimburse Broker for the costs Broker incurs for any repairs or alterations and pay Broker a service fee of _____ upon receipt of Broker's invoice.

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

12. LANDLORD'S REPRESENTATIONS: Except as provided by Paragraph 15, Landlord represents that:

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

- D. no person or entity has any right to purchase, lease, or acquire the Property by an option, right of refusal, or other agreement;
- E. Landlord is current and not delinquent on all loans and all other financial obligations related to the Property, including but not limited to mortgages, home equity loans, home improvement loans, homeowner association fees, and taxes, except: _____;
- F. Landlord is not aware of any liens or other encumbrances against the Property, except: _____;
- G. the Property is not subject to the jurisdiction of any court;
- H. all information relating to the Property Landlord provides to Broker is true and correct to the best of Landlord's knowledge;
- I. there are no optional user fees for the use common areas (for example, pool or tennis courts in the Property's addition except: _____;
- J. Landlord is not aware of a condition concerning the Property that materially affects the health or safety of an ordinary tenant except: _____; and
- K. the Landlord Listing Content, and the license granted to Broker for the Landlord Listing Content, do not violate or infringe upon the rights, including any copyright rights, of any person or entity.

13. LANDLORD'S ADDITIONAL PROMISES: Landlord agrees to:

- A. cooperate with Broker to facilitate the showing, marketing, and lease of the Property;
- B. not rent, lease, or sell the Property during this Listing without Broker's prior written approval;
- C. not negotiate with any prospective tenant who may contact Landlord directly, but refer all prospective tenants to Broker;
- D. not enter into a listing agreement with another broker for the sale, exchange, lease, or management of the Property to become effective during this Listing without Broker's prior written approval;
- E. maintain any pool and all required enclosures in compliance with all applicable laws and ordinances;
- F. provide Broker with copies of any leases or rental agreements pertaining to the Property and advise Broker of tenants moving in or out of the Property;
- G. complete any disclosures or notices required by law or a lease of the Property;
- H. amend any applicable notices and disclosures if any material change occurs during this Listing; and
- I. disclose any restrictions in Landlord's insurance on the Property that affects Tenant's use of the Property (for example prohibitions of trampolines, aggressive animals, or above-ground pools).

14. LIMITATION OF LIABILITY:

- A. If the Property is or becomes vacant during this Listing, Landlord must notify Landlord's casualty insurance company and request a "vacancy clause" to cover the Property. Broker is not responsible for the security of the Property or for inspecting the Property on any periodic basis.
- B. **Broker is not responsible or liable in any manner for personal injury to any person or for loss or damage to any person's real or personal property resulting from any act or omission not caused by Broker's negligence, including but not limited to injuries or damages caused by:**
 - (1) other brokers, their associates, inspectors, appraisers, and contractors who are authorized to access the Property;
 - (2) other brokers or their associates who may have information about the Property on their websites;
 - (3) acts of third parties (for example, vandalism or theft);
 - (4) freezing water pipes;
 - (5) a dangerous condition on the Property;
 - (6) the Property's non-compliance with any law or ordinance; or
 - (7) Landlord, negligently or otherwise.

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

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

15. SPECIAL PROVISIONS:

16. DEFAULT: If Landlord breaches this Listing, Landlord is in default and will be liable to Broker for the amount of the Broker's compensation specified in Paragraph 5 and any other compensation Broker is entitled to receive under this Listing. If Landlord breaches this Listing and has not leased the Property, the Listing Price will be the monthly rent and the term will be 12 months for purposes of computing Broker's compensation. If Broker breaches this Listing, Broker is in default and Landlord may exercise any remedy at law.

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

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

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

- A. Information About Brokerage Services;
- B. Addendum Regarding Rental Flood Disclosure
- C. Addendum Regarding Lead-Based Paint (required if Property was built before 1978);
- D. Request for Information from an Owners' Association;
- E. Information about Special Flood Hazard Areas;
- F. Condominium Addendum to Listing;
- G. Keybox Authorization by Tenant; and
- H. Information about On-Site Sewer Facility
- I. IRS Forms (W-9 or W-8)
- J. Owner's Authorization Concerning Unescorted Access to Property
- K. General Information for Landlord Regarding Assistance Animals
- L. _____

20. LEASE REQUIREMENTS BY LANDLORD: In response to inquiries from prospective tenants and other brokers, Broker may communicate the Listing Price as the desired monthly rent and the following preferences or requirements by Landlord. The information is negotiable and does not bind Landlord to accept or reject any offer.

- A. Monthly Rent: Due on the first day of the month _____.
- B. Late Charges: Time at which late charges are incurred: 11:59 p.m. on the _____ day after the date on which rent is due.

- (1) Initial Late Charge: (a) \$ _____; (b) _____ % of one month's rent.
- (2) Additional Late Charges: \$ _____ per day thereafter.

C. Animals: not permitted or permitted with the following restrictions (*size, weight, number, type*): _____

- (1) If an animal is permitted, Landlord requires the tenant to sign an animal agreement and requires:
 - (a) an animal deposit of \$ _____ in addition to the security deposit.
 - (b) the monthly rent to be increased by \$ _____.
 - (c) a one-time, non-refundable payment of \$ _____.
- (2) Animal violation charges (whether animal is permitted or not permitted): (a) an initial charge of \$ _____; and (b) \$ _____ per day thereafter.

Notice: Broker is not authorized to refuse a valid request for a reasonable accommodation for an assistance animal and may not charge any animal fee or animal deposit for the assistance animal. Please see form TXR 2226 General Information for Landlord Regarding Assistance Animals for more information.

D. Security Deposit: \$ _____

E. Utilities: All utilities to be paid by Tenant except: _____

F. Guests: Number of days guests permitted on Property: _____

G. Vehicles: Number of vehicles permitted on Property: _____

H. Trip Charge: \$ _____

I. Keybox: Authorized during last _____ days of lease; Early Withdrawal Fee \$ _____

J. Inventory and Condition Form: To be delivered within _____ days

K. Yard: To be maintained by: Landlord; Tenant; a contractor chosen and paid by Tenant; or _____ (contractor) paid by Tenant.

L. Pool/Spa: To be maintained by: Landlord; Tenant; a contractor chosen and paid by Tenant; _____ (contractor) paid by Tenant; or _____

M. Repairs: Emergency phone number for repairs: _____
Appliances or items that will not be repaired: _____

N. Special Provisions: _____

O. Assignment, Subletting and Replacement Tenant Fees:
(1) If procured by tenant: (i) \$ _____; or (ii) _____ % of one month's rent.
(2) If procured by landlord: (i) \$ _____; or (ii) _____ % of one month's rent.

P. Other: _____

21. AGREEMENT OF PARTIES:

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

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

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

22. ADDITIONAL NOTICES:

- A. **In accordance with fair housing laws and the National Association of REALTORS® Code of Ethics, Broker's services must be provided and the Property must be shown and made available to all persons without regard to race, color, religion, national origin, sex, disability, familial status, sexual orientation, or gender identity. Local ordinances may provide for additional protected classes (for example, creed, status as a student, marital status, or age).**
- B. **Broker advises Landlord to review the information Broker submits to an MLS or other listing service.**
- C. **Broker advises Landlord to remove or secure jewelry, prescription drugs, other valuables, firearms and any other weapons.**
- D. **Broker advises Landlord to consult an attorney before using any type of surveillance device in the Property to record or otherwise monitor prospective tenants without their knowledge or consent. Landlord should be aware that a prospective tenant might photograph or otherwise record the Property without Landlord's knowledge or consent.**
- E. **Statutes or ordinances may regulate certain items on the Property (for example, swimming pools and septic systems). Non-compliance with the statutes or ordinances may delay a transaction and may result in fines, penalties, and liability to Landlord.**
- F. **Residential service contracts are available from licensed residential service companies. A residential service contract may provide for the repair or replacement of some appliances or electrical, plumbing, heating, or cooling systems. Exclusions and deductibles apply.**
- G. **The Property Code requires the Property to be equipped with certain types of locks and security devices, including (with some exceptions): (1) window latches on each window; (2) a keyed doorknob lock or keyed deadbolt lock on each exterior door; (3) a sliding door pin lock on each exterior sliding glass door of the dwelling; (4) a sliding door handle latch or a sliding door security bar on each exterior sliding glass door of the dwelling; and (5) a keyless bolting device and a door viewer on each exterior door of the dwelling. The Property Code also requires smoke alarms in certain locations. The Property Code requires Landlord to rekey the security devices and to test the smoke alarms each time a new tenant occupies the Property.**
- H. **If the Property was built before 1978, Federal law requires the Landlord (before a tenant is obligated under a lease) to: (1) provide the tenant with the federally approved pamphlet on lead poisoning prevention; (2) disclose the presence of any known lead-based paint or lead-based paint hazards in the Property; and (3) deliver all records and reports to the tenant related to such paint or hazards.**

- I. **Broker advises Landlord to refrain from transmitting personal information, such as bank account numbers or other financial information, via unsecured email or other electronic communication to reduce risk of wire fraud.**

- J. **Broker cannot give legal advice. READ THIS LISTING CAREFULLY. If you do not understand the effect of this Listing, consult an attorney BEFORE signing.**

Broker's Printed Name License No.

Landlord's Printed Name

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

Landlord's Signature Date

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

Landlord's Printed Name

Landlord's Signature Date



NAMED EXCLUSIONS ADDENDUM TO LISTING

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

A. Definitions:

- (1) "Owner" means the seller or landlord of the above-referenced Property.
- (2) "Named Exclusion" means the following persons: _____

B. Contract with a Named Exclusion:

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

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

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

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

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

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

EXCLUSIVE AGENCY ADDENDUM TO LISTING

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

A. Definitions:

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

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

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

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

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

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

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

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

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



AMENDMENT TO LISTING

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

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

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

- A. The Listing Price in Paragraph 3 of the Listing is changed to: \$ _____.
- B. The date the Listing ends in Paragraph 4 of the Listing is changed to: _____.

- C. (TXR 1101 and TXR 1201 only) The Broker's Fee is changed to Paragraph 5A1 or 5B1 as follows:
 - (a) _____ % of the sales price or \$ _____.
 - (b) _____.

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

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

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

- F. Paragraph(s) _____ are changed as follows:

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

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



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
TenantProspect)

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: _____

Landlord: _____

Buyer/Tenant: _____

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



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 \$ _____ .

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

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 the 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.

Notice Regarding Bonuses and Other Compensation. In addition to Broker's Fee specified under Paragraph 7A, seller, landlord, or their agent may offer Broker other compensation, such as a bonus, if Client purchases or leases certain properties. Broker will disclose the specific amount of other compensation offered to Broker. Broker may not receive other compensation 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

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 8A 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;

- ◆ 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 | <input type="checkbox"/> Wire Fraud Warning |

and Sellers

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



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 and Other Compensation~~: In addition to Broker's Fee listed in Paragraph 7A, Broker will ~~receive~~ ~~be paid a bonus~~ ~~other compensation~~ 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.

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

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

Client's Printed Name

Client's Signature Date

Client's Printed Name

Client's Signature Date

GENERAL INFORMATION AND NOTICE TO BUYERS AND SELLERS

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Be an informed seller or buyer. The following information may assist you during your real estate transaction.

ANNEXATION. If a property is outside the limits of a municipality, the buyer should be aware that the property may later be annexed by a nearby municipality. The buyer may find information on the boundaries of nearby municipalities by contacting the municipalities directly.

APPRAISAL. An appraisal is a valuation of the property. An appraiser renders an estimate of value as of a certain date under assumptions and conditions stated in the appraisal report. Typically, a buyer's lender requires an appraisal to verify that the loan is secured by property that is worth a certain amount. An appraisal is not the same as an inspection.

BROKERS. A real estate broker *represents* a party (buyer or seller) in a real estate transaction or may act as an intermediary between the parties. A party may work with the broker or with one of the broker's agents. Both a buyer and seller will be provided a form titled "Information About Brokerage Services" (TXR 2501) which defines agency relationships. An agent may help a seller market the property or help a buyer locate a property. The agent is obligated to *negotiate* the transaction and may assist in gathering information and may coordinate many details in the transaction. Brokers and agents are not inspectors. They do not possess the expertise to conduct inspections and therefore do not make any representations, warranties, or guarantees about a property's condition. Agents are not attorneys. Parties are encouraged to seek the assistance of an attorney to help in understanding any of the legal consequences and provisions of the contract or transaction.

COMPENSATION. Compensation means any commission, fee, or other valuable consideration for real estate brokerage services provided by a broker or agent. 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 compensation is not set by law and is fully negotiable.~~ There are many different compensation models brokers may use including commission, flat fee, hourly fee, and fees for specific tasks. Buyer may pay their broker directly, or seller or listing broker may offer to pay buyer's expenses, which can include broker fees.

ENVIRONMENTAL CONCERNS.

General. Over the years the market has identified environmental conditions that buyers should know may exist. Environmental hazards include, but are not limited to, conditions such as: asbestos, lead-based paint, mold, pesticides, radon gas, toxic waste, underground storage tanks, urea-formaldehyde insulation, and other pollutants. Wetlands or endangered species on the property may restrict the use of the property.

Environmental Inspections. If the buyer is concerned that environmental hazards, wetlands, or endangered species may be present on the property, the buyer should hire a qualified expert to inspect the property for such items. The parties may include a promulgated addendum (TXR 1917) in the contract that may address such matters.

Lead-Based Paint. If a property was built before 1978, federal law requires that the seller provide the buyer with: (1) the pamphlet titled "Protect Your Family from Lead in Your Home" (TXR 2511); (2) the records and reports the seller has concerning lead-based paint or hazards; and (3) an opportunity to have the property inspected for lead-based paint or hazards.

Mold. It is not uncommon to find mold spores in a property. The concern about mold increases when there are large amounts of mold found in a property. The Texas Department of Insurance publishes a document titled "Protect Your Home from Mold" (TXR 2507) which discusses mold in more detail.

Oak Wilt and Diseased Trees. There are diseases such as oak wilt and other conditions that may affect trees and other plants. Oak wilt is a fungus that affects certain oak trees. If the buyer is concerned about such matters, the buyer may have the trees and other plants inspected by a professional

Noise. Surrounding properties are used for a variety of purposes. Some of the uses cause noise (for example, airports, railways, highways, restaurants, bars, schools, arenas and construction). The buyer is encouraged to drive to review the area around the property at various times and days.

EXPANSIVE SOILS. Soil conditions vary greatly throughout Texas. Many soils will move; some more than others. This movement will, many times, affect the foundation of homes and buildings and may cause cracks to appear in walls or other parts of the building. Additionally, if a property is newly constructed, the concrete curing process may also cause the foundation of the building to move. Seasonal changes in the moisture in the soil may also cause foundations to move. The buyer should check with an inspector and other experts on preventive methods to minimize the risk of such movement.

FIRPTA. The Foreign Investment in Real Property Tax Act of 1980 (FIRPTA) may require buyers in certain transactions involving a seller who qualifies as a "foreign person" to withhold up to 15% of the amount realized by the seller (usually the sales price) for federal taxes. A "foreign person" is defined as a: (1) nonresident alien individual; (2) foreign corporation that has not made an election under section 897(i) of the Internal Revenue Code to be treated as a domestic corporation; or (3) foreign partnership, trust, or estate. The definition does not include a resident alien individual. A seller should notify the buyer whether the seller is a "foreign person" as defined by federal law. If the seller is unsure whether he or she qualifies as a "foreign person", the seller should consult a tax professional or an attorney.

FLOOD HAZARD, FLOODWAYS, AND FLOOD INSURANCE. Many properties are in flood hazard areas. Lenders who make loans on properties located in special flood hazard areas typically require the owner to maintain flood insurance. Additionally, some properties may lie in the floodway. Texas REALTORS® publishes a form titled, "Information about Special Flood Hazard Areas" (TXR 1414), which discusses flood hazard areas and floodways in more detail. The buyer is encouraged to buy flood insurance regardless of whether the property is in a high, moderate, or low risk flood area.

HISTORIC OR CONSERVATION DISTRICTS. Properties located in historic or conservation districts may have restrictions on use and architecture of the properties. Local governments may create historic or conservation districts for the preservation of certain architectural appeal. A property owner may or may not be aware if the property is located in such a district. If the buyer is concerned whether the property is located in such a district, contact the local government for specific information.

INSPECTION, REPAIRS, & WALK-THROUGH.

Inspections. The buyer is encouraged to have the property inspected by licensed inspectors. The buyer should have the inspections completed during any option period. The buyer should accompany the inspectors during the inspections and ask the inspectors any questions. Brokers and agents do not possess any special skills, knowledge or expertise concerning inspections or repairs. If the buyer requests names of inspectors or repair professionals from an agent, the buyer should note that the agent is not making any representation or warranty as to the ability or workmanship of the inspector or repair professionals.

Repairs. The buyer and the seller should resolve, in writing, any obligation and any timing of the obligation to complete repairs the buyer may request before the option period expires.

Walk-Through. Before the close of the sale, the buyer should walk through the property and verify that any repairs are complete. If the condition of the property does not satisfy the contractual provisions, the buyer should notify the buyer's agent before closing.

MANDATORY OWNERS' ASSOCIATIONS. An owners' association may require a property owner to be a member. The buyer may obtain subdivision information (the restrictions applying to the subdivision, the bylaws and rules of the owners' association, and a resale certificate). The buyer may be required to pay for the subdivision information unless otherwise negotiated in the contract. If membership in an owners' association is required, the buyer will probably be obligated to pay periodic dues or assessments. Failure to pay such dues could result in a lien on and foreclosure of the property.

MINERAL INTERESTS. Determining who owns the mineral interests under a property (for example, rights to oil and gas interests) normally requires an expert to review the chain of title to the property. Many times the mineral interests may have been severed from the property and may be owned by persons other than the seller. Contract forms commonly used in Texas provide that the seller's interest, if any, in the mineral interests convey to the buyer as part of the property. However, a seller may wish to retain all or part of the mineral interests. Texas REALTORS® publishes a form titled "Information about Mineral Clauses in Contract Forms" (TXR 2509) which discusses this issue in more detail.

MULTIPLE LISTING SERVICE. The Multiple Listing Service (MLS) is a database and cooperative tool between brokers. Agents who use the MLS must comply with the MLS's rules. The listing agent is required to timely report the current status of a listing, including when the property is sold or leased or is no longer available, as well as the sales price. Subscribers (other brokers, agents, appraisers, and other real estate professionals) and appraisal districts have access to the information for market evaluation purposes. Much of the information in the MLS, such as square footage, assessed value, taxes, school boundaries, and year built is obtained from different sources such as the county appraisal district, an appraiser, or builder. The broker or agent who provides information from the MLS does not verify the accuracy of the information. The buyer should independently verify the information in the MLS and not rely on the information.

PERMITS. Permits may be required to construct, alter, repair, or improve the property. The buyer is encouraged to contact the local government to verify that all required permits have been obtained, as this may impact future plans for the property.

POSSESSION. Most contracts provide that the seller will deliver possession of the property to the buyer at the time the sale *closes and funds or according to a temporary residential lease or other written lease required by the parties*. There may be a short delay between closing and actual funding; especially if the buyer is obtaining funds from a lender. The buyer may need to verify with the lender if the loan will fund on the day of closing. The buyer should also take this potential delay into account when planning the move into the property. Any possession by the buyer before the sale closes and funds (or by the seller after the sale closes and funds) must be authorized by a written lease.

PROPERTY INSURANCE. Promptly after entering into a contract to buy a property and before any option period expires, the buyer should contact an insurance agent to determine the availability and affordability of insurance for the property. There are numerous variables that an insurance company will evaluate when offering insurance at certain coverage levels and at certain prices. Most lenders require that the property be insured in an amount not less than the loan amount. The failure to obtain property insurance before closing may delay the transaction or cause it to end. Texas REALTORS® publishes a document titled, "Information about Property Insurance for a Buyer or Seller" (TXR 2508), which discusses property insurance in more detail.

PROPERTY VALUES. The real estate market is cyclical and current property values may fluctuate. Brokers and agents cannot guarantee desired future market conditions or property values. The ultimate decision on the price and terms a Buyer is willing to buy and a Seller is willing to sell for a specific property rests solely with that Buyer and Seller.

RESIDENTIAL SERVICE CONTRACTS. A residential service contract is a product under which a residential service company, for an annual fee, agrees to repair or replace certain equipment or items in a property (for example, covered appliances, air conditioning and heating systems, and plumbing systems). Co-payments typically apply to most service calls. If the buyer requests names of residential service companies from an agent, the buyer should note that the agent is not making any representation or warranty about the service company.

RESTRICTIONS ON PROPERTY NEAR AN INTERNATIONAL BORDER. Be aware that in certain counties located near an international border, Texas law may prohibit the sale of property lacking required water and sewer services. Even if a sale of such property is permitted, a buyer may face additional costs or restrictions under Texas law due to a lack of basic infrastructure (water, sewer, roads, and drainage). Texas REALTORS® publishes a form titled, "Information Regarding Property Near an International Border" (TXR 2519), which provides more information. Brokers and agents cannot guarantee that a sale of the property is permitted under Texas law or otherwise give legal advice. Consult an attorney.

SCHOOL BOUNDARIES. School boundaries may change and are, at times, difficult to determine. The school boundaries that an agent may provide or that may be provided through a Multiple Listing Service are only mapped estimates from other sources. The buyer is encouraged to verify with the school district which schools residents in the property will attend.

SEPTIC TANKS AND ON-SITE SEWER FACILITIES. Many properties have septic tanks or other on-site sewer facilities. There are several types of such systems. Special maintenance requirements may apply to certain systems. Please refer to a document titled, "Information about On-Site Sewer Facility" (TXR 1407) for more information. The buyer should also determine if the county requires any registration or other action to begin using the septic system or on-site sewer facility.

SEX OFFENDERS AND CRIMINAL ACTIVITY. Neither a seller nor a seller's agent of a residential property has a duty to disclose any information about registered sex offenders. If the buyer is concerned about sex offenders who may reside in the area, access <https://publicsite.dps.texas.gov/SexOffenderRegistry>. Contact the local police department to obtain information about any criminal activity in the area.

SQUARE FOOTAGE. If the purchase price is based on on the size of the property's building and structures, the buyer should have any information the buyer receives about the square footage independently verified. Square footage information comes from other sources such as appraisal districts, appraisers, and builders. Such information is only an estimate. The actual square footage may vary.

STATUTORY TAX DISTRICTS. The property may be located in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services (for example a Municipal Utility District, Water Improvement District, or a Public Improvement District). The buyer is likely to receive a prescribed notice when buying property in such a district.

SURVEILLANCE. Be aware that when viewing a property, a seller might record or otherwise electronically monitor a buyer without the buyer's knowledge or consent, and a buyer might photograph or otherwise record the property without the seller's knowledge or consent. The parties should consult an attorney before recording or photographing another person or property.

SURVEY. A survey identifies the location of boundaries, major improvements, fence lines, drives, encroachments, easements, and other items on the property. The buyer should obtain a survey early enough in the transaction to help the buyer identify any encroachments, encumbrances to title, or restrictions. The contract will typically contain a provision which identifies who is responsible for providing a survey and the right to object to encumbrances to title disclosed in the survey.

SYNTHETIC STUCCO. Synthetic stucco (sometimes known as EIFS) is an exterior siding product that was placed on some properties in the recent past. If the product was not properly installed, it has been known to cause damage to the structure (such as wood rot and moisture). If the property has synthetic stucco, the buyer should ask an inspector to carefully inspect the siding and answer any questions.

TAX PRORATIONS. Typically, a buyer and seller agree to prorate a property's taxes through the closing date. Property taxes are due and payable at the end of each calendar year. The escrow agent will estimate, at closing, the taxes for the current year. If the seller is qualified for tax exemptions (for example, homestead, agricultural, or over-65 exemption), such exemptions may or may not apply after closing. After closing the taxes may increase because the exemptions may no longer apply. When buying new construction, the taxes at closing may be prorated based on the land value only and will later increase when the appraisal district includes the value of the new improvements. The actual taxes due, therefore, at the end of the year and in subsequent years may be different from the estimates used at closing.

TERMINATION OPTION. Most contract forms contain an option clause which provides the buyer with an unrestricted right to terminate the contract. Most buyers choose to buy the termination option. The buyer will be required to pay for the termination option in advance. The option fee is negotiable. Most buyers will conduct many of their reviews, inspections, and other due diligence during the option period. The buyer must strictly comply with the time period under the option. The option period is not suspended or extended if the buyer and the seller negotiate repairs or an amendment. –If the buyer wants to extend the option period, the buyer must negotiate an extension separately, obtain the extension in writing, and pay an additional fee for the extension. The buyer should not rely on any oral extensions.

TIDE WATERS. If the property adjoins any of the state's tidal waters, the seller will provide the buyer with a prescribed notice titled, "Addendum for Coastal Area Notice" (TXR 1915). Boundaries of properties along such waters may change and building restrictions will apply. If the property is located seaward of the Gulf Intracoastal Waterway, the seller will provide the buyer with a prescribed notice titled, "Addendum for Property Located Seaward of the Gulf Intracoastal Waterway" (TXR 1916).

TITLE INSURANCE OR ABSTRACT OF TITLE. The buyer should obtain a title insurance policy or have an abstract of title covering the property examined by an attorney. If the buyer obtains a title insurance policy, the buyer should have the commitment of title insurance reviewed by an attorney not later than the time required under the contract.

UTILITIES. The buyer should evaluate what utilities the buyer will require and check to be sure that the utilities available in the area suit the buyer's needs. Some structures may or may not have utilities and electrical facilities to support many modern appliances or equipment.

WATER LEVEL FLUCTUATIONS. State law requires the seller to notify a buyer of a property that adjoins a lake, reservoir, or other impoundment of water with a storage capacity of at least 5,000 acre-feet at its normal operating level that the water level may fluctuate. The buyer and seller can find a list of lakes and reservoirs with at least 5,000 acre-feet storage capacity by accessing <http://texasalmanac.com/topics/environment/lakes-and-reservoirs>.

WATER WELLS. If the property has a water well, the buyer should have, and the lender may require, the equipment inspected and water tested. The buyer should also determine if the county requires any registration or other action to begin using the water well.

WIRE FRAUD. 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, lender, or another trusted source. Refrain from transmitting personal information, such as bank account numbers or other financial information, via unsecured email or other electronic communication. If the buyer receives any electronic communication regarding wiring instructions, even if the communication appears to come from a legitimate source, the buyer should verify its 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.

OTHER.

This form was provided by:

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

Broker's Printed Name

Buyer/Seller

Date

By: _____
Broker's Associate's Signature

Date

Buyer/Seller

Date

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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



COMPENSATION AGREEMENT BETWEEN BROKER AND OWNER

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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 of this agreement 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 gross 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 <input type="checkbox"/> or Broker's Associate's) Signature	Date	Owner's Signature Date
Broker's Associate's Printed Name, if applicable	License No.	Owner's Printed Name
		Owner's Signature Date



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 _____



ADDENDUM REGARDING BROKERS' FEES TO CONTRACT CONCERNING THE PROPERTY AT:

(Address of Property)

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Note: This addendum should not be used with the Farm and Ranch Contract (TREC 25-15; TXR 1701).

- A. ADDENDUM CONTROLS: If any part of this addendum conflicts with a provision in the contract, this addendum will control.
B. FEES: Cash fees as specified in this addendum will be paid in _____ County, Texas.
C. LISTING BROKER'S FEES: Seller shall pay Listing Broker the fees specified in a separate written representation agreement between Seller and Listing Broker.
D. OTHER BROKER'S FEES: Other Broker's fees will be paid as specified below, and Buyer shall pay any remaining amount due to Other Broker underspecified in a separate written representation agreement between Other Broker and Buyer.

(Check all that apply)

- (1) Listing Broker shall pay \$ _____ or _____ % of sales price as contained in a separate written compensation agreement between Listing Broker and Other Broker (such as TXR 2402). (Specified amount is for informational purposes only and does not change compensation specified in separate written compensation agreements.)
(2) Seller shall pay: (Check one box only)
(a) \$ _____ or _____ % of sales price as contained in a separate written compensation agreement between Seller and Other Broker (such as TXR 2401). (Specified amount is for informational purposes only and does not change compensation specified in separate written compensation agreements.)
(b) \$ _____ or _____ % of sales price towards Other Broker's fees. (Note: Use this option only if there is no separate written compensation agreement between Seller and Other Broker. This option creates a new obligation for Seller.)

E. INTERMEDIARY BROKER'S FEES: In addition to any fees Seller has agreed to pay Listing Broker in a separate written representation agreement, Seller shall also pay Listing Broker \$ _____ or _____ % of sales price. Amounts specified in this Paragraph E shall be applied towards any fees Buyer has agreed to pay Listing Broker in a separate written representation agreement. Buyer shall pay any remaining amount due to Listing Broker specified in a separate written representation agreement. (Use this option only if Listing Broker represents Seller and Buyer as intermediary. This option creates a new obligation for Seller.)

Amounts in (1) and (2)(a) are for informational purposes only and do not change compensation listed in separate written compensation agreements. Any amount listed in (2)(b) creates a new obligation for Seller.

E.F. AUTHORIZATION: Seller and Buyer authorize Escrow Agent to pay Listing and Other Broker at closing in accordance with this addendum or other separate written compensation agreements.

BROKER FEES ARE NOT SET BY LAW AND ARE FULLY NEGOTIABLE. This addendum confirms or creates an obligation for the payment of broker fees. CONSULT AN ATTORNEY BEFORE SIGNING. TREC rules prohibit real estate brokers and sales agents from giving legal advice. READ THIS FORM CAREFULLY.

Buyer's Printed Name

Seller's Printed Name

Buyer's Signature Date

Seller's Signature Date



AMENDMENT TO REPRESENTATION AGREEMENT

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This Amendment modifies Texas REALTORS® real estate representation agreements to comply with certain National Association of REALTORS® Multiple Listing Service policies. This Amendment may be used with the following representation agreements with a version date before 06-24-24: Listing Agreements TXR 1101, TXR 1102, or TXR 1201 and Buyer/Tenant Representation Agreement TXR 1501.

On or about _____, Client and Broker entered into a Texas REALTORS® representation agreement.

Effective _____, Client and Broker amend the above-referenced representation agreement as follows:

A. For All Representation Agreements

1. **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.**

B. For Listing Agreements

1. "Client" means the Seller or Landlord concerning the following Property _____.
2. **Paragraph 8A includes payment of compensation to the other broker working with a buyer or tenant. Client authorizes Broker to compensate the other broker as indicated in Paragraph 8A.**
3. Paragraph 8B is deleted. Fees stated in Paragraph 8A are payable regardless of whether the other broker is a participant in the MLS in which the Listing is filed.

C. For Buyer/Tenant Representation Agreements

1. **Broker is prohibited from receiving compensation for brokerage services from any source that exceeds the amounts stated in the representation 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