

Seller Presentation

Consultation & Tips

Presented By: Adriana
Perez
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Seller Counseling CHECKLIST

What services and documents should you expect from me? CHECKLIST:



-  **Welcome Letter from Adriana Perez** - Who I am, what I do, and how I serve Texas buyers.
-  **Understanding Agency** - Explanation of the TREC Information About Brokerage Services (IABS) & Definitions: Buyer's Agent, Seller's Agent, Intermediary
-  **Home Selling Timeline** - Step-by-step overview from listing to sold
-  **Sellers Net Sheet** - A breakdown estimating the seller's proceeds after subtracting all closing costs and outstanding debts.
-  **Prep Checklist: Getting Your Home Ready** - Decluttering, deep cleaning, minor repairs, curb appeal tips, staging ideas (referral and pricing overview)
-  **Seller Questionnaire** - Helps define objectives and motivation
-  **Marketing Plan** - How I will market your listing
-  **Listing Agreement Overview** - Detailed review of the agreement and how it protects you
-  **The Offer Process** - Components of the TREC contract and what to expect
-  **The Option Period** - What it is, how it protects you, and what inspections are recommended
-  **Closing Process** - What happens between contract and closing day
-  **After Closing** - What to expect next
-  **My Contact Info & Preferred Partners** - Lenders, inspectors, insurance, title reps

Meet the Team

A brokerage where we provide solutions to customers and real estate agents. We are the RESOURCE. We are KNOWLEDGEABLE. We are CARING, and WE are FUN. WE are here to EDUCATE and MAKE YOU BETTER.

About Me:

I'm a licensed Houston Realtor with Surge Realty with ABR and RENE certifications, specializing in single-family homes and investments. I help buyers and sellers confidently navigate their transactions. With Texas roots and a passion for local history, I offer expert guidance on neighborhoods, trends, and services, delivering personalized support and exceptional results every step of the way.

Adriana Perez

Texas Realtor

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TREC License Number: 829146



SURGE
REALTY

Invest. Grow. Win.





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- 📍 401 Franklin St, Ste 2400-119
– Houston, TX 77002

Education

TREC Licensed Realtor – Texas
Continuing Education: 127 Hours
As of June 2025 | License #829146

Publications & Media

Author: Faith and Ruin: Exploring the Abandoned Churches of Texas (Fonthill Media, July 2025)

Uncovers abandoned Texas churches while exploring preservation, property rights, and real estate reuse opportunities.

ISBN: 978-1-63499-529-0
Local bookstore partnerships, and HAR/NAR outreach in progress

Community Involvement

- Volunteer Photographer
- Developing The Bright Nest Foundation
- Educational Workshop Host

Technical Tools

- HAR MLS | SkySlope | Canva Pro | Power BI | Excel | Google Suite
- Research Tools: RPR | Remine | Forewarn |
- Workflow: ERPs, CRMs, Wix, PoS, QuickBooks

ADRIANA PEREZ

SURGE REALTY

Invest. Grow. Win.

Seller Representative Specialist

👤 Profile Se habla español

Houston-based Realtor backed by one of Texas's most dynamic and fastest-growing brokerages: Surge Realty. With a diverse background in corporate finance, project management, and creative marketing, I bring a strategic, client-first approach to every transaction. Known for my deep research, local expertise, and personal attention, I help buyers, sellers, and investors make smart real estate decisions with confidence.

📁 Work Experience

Surge Realty Texas Realtor

2025

- Serve buyers, sellers, and investors across the Houston metro area including Friendswood, Pearland, Alvin, Manvel, Midtown, and EaDo
- Provide detailed market education, especially for first-time buyers and VA clients
- Leverage down payment assistance programs, loan strategy, and negotiation to empower clients at all financial levels
- Create detailed property analyses, CMAs, and customized HAR portals
- Supported by Surge's legal, tech, and transaction compliance teams for seamless closings

2017 The Trochilidae Co. Founder

- Multibranch lifestyle company integrating real estate, photography, publishing, and community impact
- Developing systems for onboarding freelance photographers, managing art festivals, and real estate photography shoots
- Actively developing The Bright Nest Foundation to support low-income housing and education initiatives

2010 Deacero USA, Inc. Accounts Payable Manager

- Oversaw financial operations and implemented automation solutions during SAP transition
- Managed a team of five, vendor compliance, and multi-entity U.S. operations
- Skills applied to real estate: negotiation, project tracking, systems setup, budgeting

📖 Let's Work Together Let's Chat!

You don't just get me—you get a team of experts, creative marketers, legal minds, and trusted professionals who care about your outcome.

My Pledge of PERFORMANCE

As your trusted Texas Realtor, I pledge to:



- 1 Represent your interests with honesty, transparency, and professionalism.
- 2 Keep your information confidential and your goals top priority.
- 3 Walk you through the entire process step-by-step.
- 4 Respond promptly to calls, texts, and emails.
- 5 Help you evaluate homes, contracts, and market conditions.
- 6 Negotiate in your favor using market knowledge and experience.
- 7 Connect you with trusted lenders, inspectors, and vendors.
- 8 Always operate within TREC regulations and uphold all legal standards.

The

SELLING PROCESS

1

INITIAL CONSULTATION & PROPERTY WALKTHROUGH

Understand goals, assess property condition, and outline selling strategy tailored to your home.

2

PRICING STRATEGY & MARKET ANALYSIS

Review comps, market trends, and create a competitive price strategy to attract serious buyers.

3

HOME PREPARATION & STAGING ADVICE

Offer tips to declutter, stage, and enhance appeal for maximum first impressions.

4

PROFESSIONAL PHOTOGRAPHY & MARKETING PREP

Schedule pro photos, create materials, and prep property for high-impact online and print marketing.

5

LISTING ACTIVATION (MLS + ONLINE EXPOSURE)

Launch listing on MLS, Zillow, Realtor.com, and social media with targeted marketing campaigns.

6

SHOWINGS & BUYER FEEDBACK

Coordinate showings, collect feedback, and adjust strategy as needed for better response.

7

OFFER REVIEW & NEGOTIATION

Present offers, explain terms, and negotiate for top price and best conditions.

8

UNDER CONTRACT & INSPECTION PROCESS

Manage timelines, repairs, and updates through inspections, appraisals, and buyer contingencies.

9

CLOSING COORDINATION & POST SALE SUPPORT

Work with the title company, lender, and buyer's agent to ensure a smooth, on-time closing. Provide resources, answer questions, and help with your transition or next home plans.

A Comprehensive Guide to a Successful Home Sale

When preparing to sell your home, it's important to take a series of steps that ensure the process goes smoothly. Here's a breakdown of what you should do to get ready for a successful transaction.

1

Prepare Your Home for Sale

Start by decluttering and staging your home to make it look its best. Remove excess items from each room to make spaces feel larger and brighter. A clean, organized home allows buyers to envision themselves in the space. Consider hiring a professional stager for expert advice or follow online tips to stage key rooms like the living room, kitchen, and master bedroom. Freshen up with neutral paint colors and tackle minor repairs—such as fixing leaky faucets, cracked tiles, or loose doorknobs—that could turn off potential buyers.

2

Gather Important Documentation

Before listing, ensure you have all the necessary documents organized and ready. This includes the warranty deed, survey, recent tax statements, and warranties for appliances or systems. Obtain a preliminary title report to confirm that the property is free of liens, as buyers' lenders will require clear title for financing.

3

Price Your Home Competitively

Work with your realtor to conduct a Comparative Market Analysis (CMA) to help determine the right asking price. Take into account the condition of your home, its location, and the current market cycle. Set a competitive price that reflects these factors while considering any unique features of your property. Keep in mind that setting the right price can help attract serious buyers and avoid prolonged market time.

4

Market Your Property Effectively

Your home's listing should be visible on multiple platforms. Have it listed on the MLS and syndicated on websites like HAR, Zillow, and Redfin. High-quality professional photos and videos—including 3D walkthroughs or drone footage—can help showcase the home. You'll also want to utilize social media and targeted ads to generate interest. Hosting open houses and scheduling private showings will further expose the property to potential buyers.

5

Respond to Offers and Negotiate Terms

Once offers start coming in, review them carefully with your realtor. Evaluate not just the price but also contingencies, earnest money deposits, and the buyer's flexibility on closing dates. If you receive multiple offers, you may need to counteroffer to get the best terms. It's important to be flexible and responsive during this phase to ensure a successful negotiation.

6

Prepare for Inspections and Appraisals

Once you've accepted an offer, the buyer will likely request a home inspection and an appraisal. Be prepared by ensuring all areas of the home are accessible for the inspector and appraiser. Consider scheduling a pre-inspection before listing to identify potential issues ahead of time. If the inspector finds issues, be prepared to negotiate repairs or provide credits.

7

Cooperate with the Buyer's Lender

The buyer's lender may request additional documentation during the closing process. Be ready to provide any necessary information, such as copies of past utility bills, tax records, or proof of repairs. If there are outstanding mortgages, have a payoff statement ready to provide to the title company. Ensure the buyer's lender has everything they need to avoid delays.

8

Closing the Deal

On the day of closing, be prepared for the final walkthrough and review of documents. The buyer will inspect the home to ensure it is in the same condition as when the offer was made. Ensure any required repairs have been completed. Review the closing statement and confirm that all paperwork is in order, including your Seller's Disclosure and title transfer documents.

What is a **CMA?**

WHAT IS A CMA?

The CMA is a side-by-side comparison of homes for sale and homes that have recently sold in the same neighborhood and price range. This information is further sorted by data such as type of home, number of bedrooms, number of baths, lot size, neighborhood, property condition and features, and many other factors. The purpose is to show estimated market value, based on what other buyers and sellers have determined through past sales, pending sales and homes recently put on the market.

HOW IS THE CMA CREATED?

CMAs are generated by using property information from your real estate agent's multiple listing service (MLS). The MLS is available to licensed members only, including brokers, salespeople, and appraisers, who pay dues to gain access to the service's public and proprietary data, including tax roll information, sold transactions, and listings input by all cooperating MLS members. Listing agents generate CMAs for their sellers, and buyer's agents create them for their buyers so both sides know what current market conditions are for the homes they're interested in comparing.

HOW ACCURATE ARE CMAS?

The CMA is a here-and-now snapshot of the market, based on the most recent data available, but it can instantly be rendered obsolete by a new listing, or a change of status in a home with the same criteria. Why? The market is constantly changing - new listings, pending sales, closed sales, price reductions, and expired listings.

CMAs can vary widely, depending on the knowledge and skill of the person creating the CMA as well as the number and type of data fields that are chosen. That means some features may not be included.

As informative as the CMA is, it should only be used as a tool and should not substitute for your real estate professional's knowledge and advice.



An aerial photograph of a suburban neighborhood. The houses are mostly single-story with light-colored roofs, interspersed with numerous trees. Some trees have yellow and orange autumn foliage, while others are green. A winding road or path is visible through the center of the neighborhood. The overall scene is bright and sunny, with a warm light source in the upper right corner.

CMA objective

To determine a market-supported listing price based on current comparable land sales and listings in and near Your Neighborhood, Your City, TX.

Your Personalized PORTAL

your HAR SEARCH

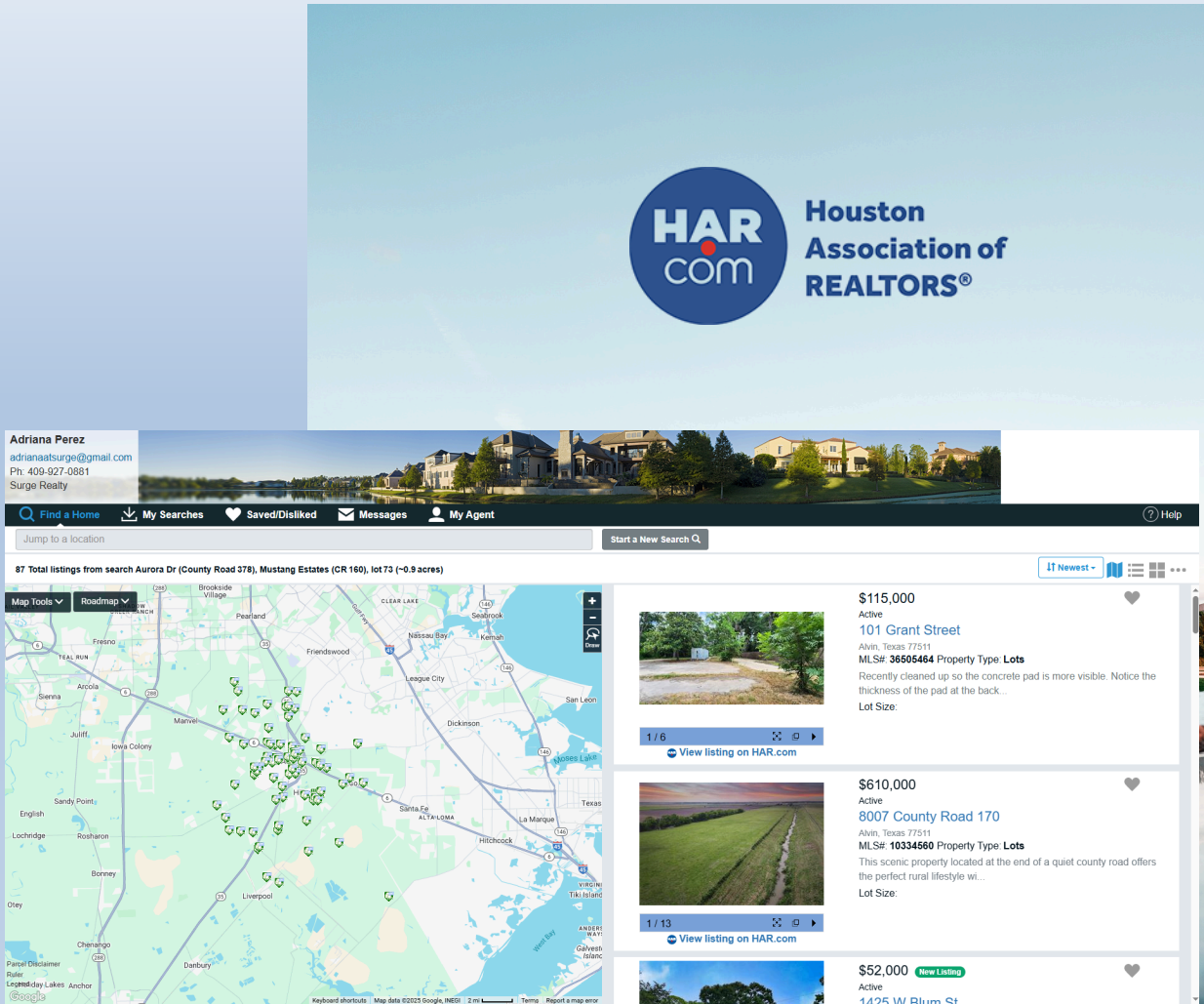
I create personalized HAR portals that allow buyers to view curated listings in real time, sellers to track market activity, and investors to monitor opportunities, keeping every client informed and in control.

Example:



SCAN
ME

NEIGHBORHOOD INSIGHTS
LINK TO THE NEIGHBORHOOD PORTAL



The screenshot displays a personalized HAR.com search portal for Adriana Perez, a realtor with Surge Realty. The header features the HAR.com logo and the text "Houston Association of REALTORS®". Below the header, a navigation bar includes links for "Find a Home", "My Searches", "Saved/Disliked", "Messages", and "My Agent". A search bar with the placeholder "Jump to a location" and a "Start a New Search" button is present. The main content area shows a map of the Houston area with 87 total listings from a search for "Aurora Dr (County Road 378), Mustang Estates (CR 160), lot 73 (~0.9 acres)". The map is overlaid with a grid of green pins indicating property locations. To the right of the map, three property listings are displayed:

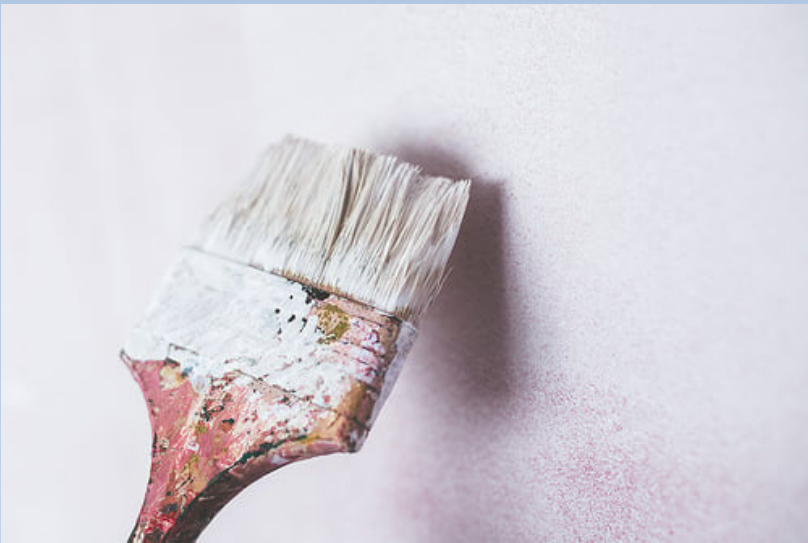
- \$115,000**
Active
101 Grant Street
Alvin, Texas 77511
MLS#: 36505464 Property Type: Lots
Recently cleaned up so the concrete pad is more visible. Notice the thickness of the pad at the back...
Lot Size:
- \$610,000**
Active
8007 County Road 170
Alvin, Texas 77511
MLS#: 10334560 Property Type: Lots
This scenic property located at the end of a quiet county road offers the perfect rural lifestyle wi...
Lot Size:
- \$52,000** New Listing
Active
1425 W Rlun St

Prep Checklist



GETTING YOUR HOME READY

A well-prepped home sells faster and for more. Start with decluttering and deep cleaning, then tackle minor repairs. Boost curb appeal and consider professional staging to help buyers visualize the space. Every step adds value and appeal!



- ✓ Decluttering
- ✓ Deep Cleaning
- ✓ Minor Repairs
- ✓ Curb Appeal Tips
- ✓ Staging Services (Fee Required)

Marketing Plan

let's get it **SOLD!**

Your home gets maximum exposure through MLS, top real estate sites, social media, pro visuals, and targeted campaigns—designed to attract serious buyers fast.



- MLS Exposure
- HAR + Zillow/Redfin syndication
- Open Houses
- Social Media Marketing (ads + reels)
- Professional Photography & Video Tours
- Floorplans
- Drone, 3D Virtual Walkthroughs (if applicable)
- Custom Property Website or Landing Page
- Just Listed Postcards (optional)



THE STEPS IN THE OFFER PROCESS



01

Determine Offer Terms



Key items to discuss with your agent:

- Offer price (based on comps and market conditions)
- Closing date preference
- Amount of earnest money (1-2% of purchase price typically)
- Option fee and length of Option Period (standard is 7-10 days)
- Any seller concessions requested (closing cost help, repairs, etc.)
- Financing type and lender contact info



Prepare the Contract

02

Main forms used:

- TREC 1-4 Family Residential Resale Contract (used for resale homes)
- Third Party Financing Addendum (if using a loan)
- Addenda as needed: HOA Addendum, Lead-Based Paint, Non-Realty Items, etc.

03

Submit the Offer



Your agent will present the full offer package to the listing agent, including:

- Signed offer contract
- Pre-approval or proof of funds
- Any required disclosures or documents

Negotiation Phase



The seller may:

- Accept the offer as-is
- Counter your offer with changes (price, terms, dates)
- Reject the offer outright

This is where strong representation matters most. Your agent will negotiate on your behalf and update documents as needed.

04

05

Execution of Contract

Once all parties sign, the contract is executed. Time-sensitive periods begin:

- Earnest money must be delivered to the title company within 3 calendar days
- Option fee must also be delivered timely (if separate from earnest money)



Option Period Begins

During this time, the buyer can:

- Conduct inspections
- Negotiate repairs or credits
- Terminate the contract for any reason and receive earnest money back (option fee is non-refundable)

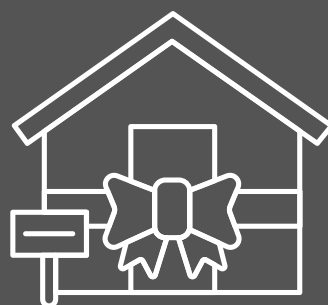
06

07

Move to Closing

If no termination occurs:

- Appraisal is ordered by the lender
- Underwriting completes final approval
- Title company prepares documents and coordinates with all parties
- Buyer wires funds and signs at closing



Seller's Protection Guide

Timeline Based Strategies

Scenario	Response Strategy	Contract Reference	When It Applies
Option Period Ends	Earnest is retained if buyer walks without cause.	Paragraph 23	After Option Period
Earnest/Option Fee Not Delivered	Seller can terminate contract.	Paragraph 5A	First 3 Days
Buyer Cancels After Deadlines	Retain earnest money.	Paragraph 15	After Option/Deadlines
Appraisal Gap Refused	Enforce waiver or cancel contract.	Appraisal Addendum	After Appraisal
Missed Financing Deadline	Terminate for non-preformance.	Third Party Financing Addendum	Typically Day 21
Buyer Makes Excessive Repair Demands	Decline or renegotiate fairly.	Paragraph 7D / Amendment	After Inspection
Buyer's Home Sale Falls Through	Enforce termination clause	Sale of Other Property Addendum	By Contingency Date
Buyer Misses Timeline	Use "time is of the essence."	Paragraph 9 / 11	Any Missed Deadline
Walkthrough Damage Caused by Buyer	Request payment or terminate.	Paragraph 7B(2)	Final Walkthrough
Buyer Fails to Prove Funds	Request documentation.	Preapproval / Negotiation	Early in Contract
Buyer Delays Closing	Push using deadlines and penalties.	Paragraph 9B / Amendment	Week of Closing
Custom Clauses Not Met	Enforce paragraph 11 remedies.	Paragraph 11	Before Closing

What Happens During the Option Period?

1. Schedule Inspections - Types of Inspections

- **General Home Inspection (Strongly recommended):** Covers structural integrity, electrical systems, plumbing, HVAC, roof, foundation, and major appliances.
- **Termite/Wood Destroying Insect (WDI) Inspection:** Identifies current or past infestations.
- **Roof Inspection:** Especially important for older roofs or after storm activity.
- **Foundation Inspection:** Recommended if signs of movement, cracks, or sloping are observed.
- **HVAC Inspection:** Ensures the heating and cooling systems are functioning and safe.
- **Plumbing Inspection:** Checks for leaks, water pressure, and condition of pipes and fixtures.
- **Sewer Scope:** Optional but helpful for older homes to detect blockages or pipe collapse.
- **Mold Inspection:** If there's evidence of moisture or a musty smell.
- **Pool/Spa Inspection:** If applicable, evaluates pumps, filters, heaters, and structural components.
- **Septic System Inspection:** Critical if the home is on a private septic system.
- **Well Water Testing:** For properties using a private water well.

2. Review Inspection Results

- Discuss major concerns or safety issues
- Request estimates or expert evaluations if needed

3. Negotiate Repairs or Credits

- Submit an amendment requesting repairs or seller concessions
- The seller can agree, counter, or decline the request

4. Make a Decision

- Move forward with the contract as-is
- Renegotiate terms based on findings
- Terminate the contract and recover earnest money (option fee is not refunded)

OPTION PERIOD GUIDE

What is the option period?

The Option Period is a negotiated timeframe, usually 7 - 10 days, immediately following the execution of a residential real estate contract in Texas. It gives the buyer the unrestricted right to terminate the contract for any reason during this time.

This period is designed to protect buyers by giving them time to inspect the home and negotiate repairs before fully committing.

Key Terms

- ✓ **Option Fee:** A small, non-refundable payment (often \$100-\$300) made directly to the seller in exchange for the right to terminate the contract during the Option Period.
- ✓ **Earnest Money:** A good-faith deposit held by the title company, refundable if the buyer terminates during the Option Period.
- ✓ **Deadline:** The Option Period begins the day after the contract is executed and ends at 5:00 p.m. local time on the last day of the period.



Why It Matters

- This is your only window for due diligence before financial commitments escalate
- After the Option Period, terminating the contract could result in loss of earnest money
- It's your chance to uncover costly issues and walk away if needed



Best Practices

- Move quickly: Schedule inspections within 24-48 hours of contract execution
- Budget for repairs: Even move-in-ready homes may have surprises
- Work with trusted professionals: Ask your Realtor for inspector referrals
- Use the TREC Amendment to Contract: All changes must be documented properly



Reminders

- The Option Period is time-sensitive, track the deadline closely
- Verbal agreements are not binding; get all repairs and terms in writing
- You must notify the seller in writing if you choose to terminate



What I Invest to Sell Your Home (So You Don't Leave Money on the Table)

Selling your home isn't just a transaction, it's a full-on strategy

When you choose me as your agent, I don't just put a sign in the yard; I put my own time, money, and resources into marketing and preparing your home. I don't get paid until you close,

But my effort? That's 100% upfront.



Video / Virtual Tour/ Floorplans

Appeals to remote and luxury buyers

VALUE: \$250-\$500

2-3 hrs setup + editing review



Pre-Listing Cleaning Services

Helps eliminate buyer objections right away

VALUE: \$100-\$300

1-2 hrs (setup, walkthrough)



Listing on HAR, Zillow, Realtor.com

Maximizes exposure

VALUE: Priceless

2-3 hrs (input, photo uploads, copywriting)



Social Media & Targeted Ad Campaigns

Pushes property to targeted buyers

VALUE: \$100-\$500

3-4 hrs (copywriting, targeting, boosting)



Professional Photography & Drone

High-quality photos = more attention online

VALUE: \$200-\$600

2-3 hrs (scheduling, on-site prep, review)



Staging Consultation / Virtual Staging

Prepares the home to sell emotionally and visually

VALUE: \$150-\$1,000

1-2 hrs (coordination, walkthrough)



Custom Yard Sign & Lockbox

Ensures secure agent access & visibility

VALUE: \$75-\$200

2 hrs (delivery + install)



Neighborhood Mailers / Just Listed Campaigns

Targets local interest

VALUE: \$100-\$300

2 hrs (design, print prep, dropoff/mailing)



Weekly Listing Reports & Feedback

Keeps client informed and competitive

VALUE: Priceless

1 hr (selection + delivery)



Offer Negotiation + Compliance

Protects seller profit & keeps deal on track

VALUE: Priceless

5-8 hrs avg per offer process

I get paid only when you close.



 Estimated Time I Personally Invest: 20-30+ hours

 Estimated Value I Invest: \$1,000-\$3,000+

I'm not just your agent. I'm your advocate, guide, and partner.

Let's get working, and make the smartest move.



SCAN ME



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119 - Houston, TX 77002



409.927.0881



www.thetrochilidae.com

Shopping Around for an Agent?

Refined & Strategic Questions for Sellers to Ask Any Agent

Selling your home isn't just a transaction, it's a full-on strategy

When you choose me as your agent, I don't just put a sign in the yard; I put my own time, money, and resources into marketing and preparing your home. I don't get paid until you close,

But my effort? That's 100% upfront.

Adriana Perez - Your Texas Realtor



How will you help me avoid issues at appraisal or during inspection?

I prep you early, identifying potential red flags and helping with cosmetic fixes or pre-inspection if needed.



What do you do if the buyer asks for seller concessions or repairs?

I evaluate the ask, show you comps, and push back if it doesn't make financial or market sense.



What happens if I want to back out of the listing?

You're not locked in forever. I believe in partnerships, not pressure.



What do you say when a buyer agent gives you negative feedback on the listing?

I document it, discuss with you, and make tactical changes—not ego-based ones.



Do you know what T-47, Seller's Disclosure, and Lead-Based Paint forms are?

Yes. I prepare your disclosures early so we're fully TREC-compliant and protected against liability.



Do you attend appraisals or inspections?

Yes. I'm present to defend your value and help the process go smoothly

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SCAN ME



What's your pricing strategy based on current absorption rates in my neighborhood?

I pull hyperlocal data—days on market, list-to-sell ratios, and buyer activity—to price to sell, not sit.



Do you invest your own money into professional marketing materials upfront?

Absolutely—photo, video, signage, and ads come out of my pocket because I believe in doing things right.



How will you market to both local buyers and relocating or cash buyers?

HAR, Zillow, IG/Facebook geo-targeting, YouTube, & investor groups, I market beyond the ZIP code.



What do you know about the HOA, MUD, PID, or deed restrictions here?

I research these thoroughly and make sure your listing package is legally compliant and fully disclosed

If you choose me as your agent, I pledge to invest in YOU!

 Estimated Time I Personally Invest: 20-30+ hours

 Estimated Value I Invest: \$1,000-\$3,000+

I'm not just your agent. I'm your advocate, guide, and partner.

Let's get working, and make the smartest move.



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www.thetrochilidae.com

Real Estate FAQ

TOP QUESTIONS, ANSWERED.

How do you determine price?

We use a Comparative Market Analysis (CMA) based on recent nearby sales, market trends, and your home's features.

When do I have to move out?

Usually by closing day—unless we negotiate a leaseback or temporary stay. I'll guide you based on the contract.

What if I get multiple offers?

That's a great position to be in! I'll help you compare terms, not just price, to choose the strongest offer.

Do I have to fix everything a buyer asks for?

No—but we'll review requests together. You can negotiate repairs, offer credits, or decline non-essential items.

What happens if I'm buying and selling at the same time?

We'll coordinate timelines, possibly include contingencies, and explore bridge options to make your transition seamless.



Real Estate

GLOSSARY

COMMON TERMS DEFINED

OPTION PERIOD

For a fee, the negotiated number of days after a contract is signed (executed) during which the buyer can terminate the contract for any reason, without losing earnest money, usually after inspections.

UNDERWRITING

The lender's review process to assess a buyer's financial risk and decide whether to approve the loan.

ESCROW

A secure account where funds are held during a real estate transaction, often used for the buyer's deposit and later for taxes and insurance.

EARNEST MONEY

A deposit made by the buyer to show serious intent to purchase; it's applied to closing costs or the down payment.

INSPECTION

A professional evaluation of a property's condition, helping the buyer identify potential issues before finalizing the purchase.

TITLE COMPANY

Handles the legal transfer of property, ensures the title is clear (w/o liens or clouds), and manages the closing process, including funds and paperwork.

HOMEOWNERS INSURANCE

An insurance policy that protects against financial loss from damage to the home or personal property, and may cover liability claims.

MARKET VALUE

The estimated price a property would sell for under current conditions, based on similar recent sales in the area.

APPRAISAL VALUE

A professional estimate of a property's market value, required by lenders to ensure the home is worth the loan amount.

MORTGAGE BROKER

A licensed professional who helps buyers find and secure the best home loan by comparing offers from multiple lenders.

HOME WARRANTY

A service contract that covers repair or replacement of major home systems and appliances due to normal wear and tear.

ASSESSED VALUE

The value assigned to a property by the county for tax purposes, which may differ from its market value.



Start your
JOURNEY TODAY



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adrianaatsurge@gmail.com

www.thetrochilidae.com/adrianaatsurge

Required Disclosures & FORMS

Seller's Disclosure Notice

Outlines the property's condition, known issues, and past repairs. Required by law for transparency.

Lead-Based Paint Disclosure

Mandatory for homes built before 1978. Discloses any known presence of lead-based paint.

TREC Listing Agreement

The official contract between you and me authorizing me to list and market your property.

Information About Brokerage Services (IABS)

Explains how agency relationships work in Texas real estate—who represents whom and how.

Wire Fraud Warning

Alerts you to wire fraud scams. Always verify instructions with a known, trusted source before sending funds.

Option Period Explanation

A negotiated time (usually 3–10 days) where the buyer can inspect the home and terminate for any reason.



Transparency

Sellers Net Sheet

SAMPLE

your GUIDE

A Seller's Net Sheet is a document that estimates how much money a seller will receive after selling their property. It breaks down the gross sales price and subtracts costs like:

- Real estate agent commissions
- Title fees and closing costs
- Property taxes (prorated)
- Mortgage payoff (if any)
- Any negotiated repairs or concessions

The final number is your estimated net proceeds — the amount you'll likely receive at closing. It's not exact, but it's a helpful planning tool to understand your bottom line before accepting an offer.



SELLER'S ESTIMATED NET PROCEEDS

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

Seller: Tony Romo

Address: 5 Super Bowl Ln, Arlington, TX 76011

Anticipated Closing Date: September 22, 2021

Estimated Annual Property Taxes: \$ 6,000.00

Estimated Annual Maintenance Fees: \$ _____

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

Estimated Costs	
Attorney's Fees / Doc. Prep.	<u>125.00</u>
Brokers' Fees <u>6.000</u> %	<u>15,000.00</u>
Condo. Transfer Fee	_____
Courier & Express Mail Fees	<u>50.00</u>
Escrow Fee (one-half)	<u>275.00</u>
Prorations*:	
Taxes Prorated for <u>264</u> days	<u>4,340.00</u>
Interest (Assumptions)**	_____
Maintenance Fees	_____
Assessments	_____
Rents	_____
Recording Fees	<u>25.00</u>
Repairs Required by Buyer	<u>1,200.00</u>
Repairs Required by Lender	_____
Residential Service Contract	<u>500.00</u>
Seller Allowances or FHA/VA	_____
Nonallowables (Para. 12)	<u>5,500.00</u>
Survey Fee	<u>525.00</u>
Tax Certificate Fee	<u>20.00</u>
Title Policy - Owner's	<u>1,706.00</u>
Wiring Fees	_____
_____	_____
_____	_____
_____	_____
Total Estimated Costs	<u>\$29,266.00</u>

Estimated Proceeds to Seller:	
Sales Price	<u>250,000.00</u>
Less Estimated Costs (<u>29,266.00</u>)	_____
Less Estimated Loan Payoff (_____)	_____
_____	_____
Estimated Net Proceeds:	<u>220,734.00</u>

After Closing Refunds

Estimated Unused Insurance	_____
Estimated Escrow Balance	_____
_____	_____
Total Estimated Refunds:	_____

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

Prepared by: Brian E Adams

- * Prorations are calculated through the closing date.
** Interest is prorated only in assumption transactions.

(TXR-1935) 02-01-18

Seller's Initials to acknowledge receipt: _____

Page 1 of 1

StarPointe Realty Central TX, 311 E. Stan Schriener Loop Killeen, TX 76542
Brian Adams

Phone: (530)990-3984 Fax: _____
Produced with Lone Wolf Transactions (zipForm Edition) 231 Shearson Cr. Cambridge, Ontario, Canada N1T 1J5 www.lwof.com

Blank Sample Docs



SELLER'S ESTIMATED NET PROCEEDS

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

Seller: _____

Address: _____

Anticipated Closing Date: _____

Estimated Annual Property Taxes: \$ _____

Estimated Annual Maintenance Fees: \$ _____

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

Estimated Costs

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

Total Estimated Costs _____

Estimated Proceeds to Seller:

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

Estimated Net Proceeds: _____

After Closing Refunds

Estimated Unused Insurance _____
Estimated Escrow Balance _____

Total Estimated Refunds: _____

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

Prepared by: _____

* Prorations are calculated through the closing date.

** Interest is prorated only in assumption transactions.

Inspection and Appraisal TIPS

What to Expect During Inspections

Buyers will likely hire a licensed inspector to examine your home's structure, systems, and safety features. They'll check everything from the roof to the foundation, including plumbing, HVAC, and electrical systems. This is a normal part of the process and may lead to repair requests or negotiations.

What Appraisers Look For

An appraiser evaluates your home's fair market value on behalf of the buyer's lender. They consider location, condition, square footage, upgrades, and recent comparable sales. It's not about how pretty the home is—it's about objective value.

How to Avoid Last-Minute Issues

- ✓ Make sure all utilities are on
- ✓ Fix known issues upfront (like leaks or broken outlets)
- ✓ Keep the home clean and accessible
- ✓ Provide a list of recent upgrades or repairs
- ✓ Leave the property during inspections and appraisals for smoother visits





APPROVED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

**SELLER'S DISCLOSURE NOTICE**
 CONCERNING THE PROPERTY AT _____
 (Street Address and City)

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

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

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

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

Roof Type: _____ Age: _____ (approx.)

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

2. Does the property have working smoke detectors installed in accordance with the smoke detector requirements of Chapter 766, Health and Safety Code? ☐ Yes ☐ No ☐ Unknown. If the answer to this question is no or unknown, explain (Attach additional sheets if necessary): _____

* Chapter 766 of the Health and Safety Code requires one-family or two-family dwellings to have working smoke detectors installed in accordance with the requirements of the building code in effect in the area in which the dwelling is located, including performance, location, and power source requirements. If you do not know the building code requirements in effect in your area, you may check unknown above or contact your local building official for more information. A buyer may require a seller to install smoke detectors for the hearing impaired if: (1) the buyer or a member of the buyer's family who will reside in the dwelling is hearing impaired; (2) the buyer gives the seller written evidence of the hearing impairment from a licensed physician; and (3) within 10 days after the effective date, the buyer makes a written request for the seller to install smoke detectors for the hearing impaired and specifies the locations for the installation. The parties may agree who will bear the cost of installing the smoke detectors and which brand of smoke detectors to install.

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

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

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

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

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

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

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

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

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

_____ Present flood insurance coverage
 _____ Previous flooding due to a failure or breach of a reservoir or a controlled or emergency release of water from a reservoir
 _____ Previous water penetration into a structure on the property due to a natural flood event

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

_____ Located ☐ wholly ☐ partly in a 100-year floodplain (Special Flood Hazard Area-Zone A, V, A99, AE, AO, AH, VE, or AR)
 _____ Located ☐ wholly ☐ partly in a 500-year floodplain (Moderate Flood Hazard Area-Zone X (shaded))
 _____ Located ☐ wholly ☐ partly in a floodway
 _____ Located ☐ wholly ☐ partly in a flood pool
 _____ Located ☐ wholly ☐ partly in a reservoir

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

*For purposes of this notice:

"100-year floodplain" means any area of land that:

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

"500-year floodplain" means any area of land that:

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

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

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

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

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

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

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

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

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

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

Homeowners' Association or maintenance fees or assessments.

Any "common area" (facilities such as pools, tennis courts, walkways, or other areas) co-owned in undivided interest with others.

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

Any lawsuits directly or indirectly affecting the Property.

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

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

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

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

10. If the property is located in a coastal area that is seaward of the Gulf Intracoastal Waterway or within 1,000 feet of the mean high tide bordering the Gulf of Mexico, the property may be subject to the Open Beaches Act or the Dune Protection Act (Chapter 61 or 63, Natural Resources Code, respectively) and a beachfront construction certificate or dune protection permit maybe required for repairs or improvements. Contact the local government with ordinance authority over construction adjacent to public beaches for more information.
11. This property may be located near a military installation and may be affected by high noise or air installation compatible use zones or other operations. Information relating to high noise and compatible use zones is available in the most recent Air Installation Compatible Use Zone Study or Joint Land Use Study prepared for a military installation and may be accessed on the Internet website of the military installation and of the county and any municipality in which the military installation is located.

Signature of Seller

Date

Signature of Seller

Date

The undersigned purchaser hereby acknowledges receipt of the foregoing notice.

Signature of Purchaser

Date

Signature of Purchaser

Date



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



PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)
ONE TO FOUR FAMILY RESIDENTIAL CONTRACT (RESALE)

NOTICE: Not For Use For Condominium Transactions



1. PARTIES: The parties to this contract are _____
 (Seller) and _____ (Buyer).
 Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

2. PROPERTY: The land, improvements and accessories are collectively referred to as the Property (Property).

A. LAND: Lot _____ Block _____,
 Addition, City of _____, County of _____,
 Texas, known as _____
 (address/zip code), or as described on attached exhibit.

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. RESERVATIONS: Any reservation for oil, gas, or other minerals, water, timber, or other interests is made in accordance with an attached addendum.

3. SALES PRICE:

A. Cash portion of Sales Price payable by Buyer at closing\$ _____
 The term "Cash portion of the Sales Price" does not include proceeds from borrowing of any kind or selling other real property except as disclosed in this contract.

B. Sum of all financing described in the attached: ☐ Third Party Financing Addendum,

☐ Loan Assumption Addendum, ☐ Seller Financing Addendum\$ _____

C. Sales Price (Sum of A and B)\$ _____

4. LEASES: Except as disclosed in this contract, Seller is not aware of any leases affecting the Property. After the Effective Date, Seller may not, without Buyer's written consent, create a new lease, amend any existing lease, or convey any interest in the Property. (Check all applicable boxes)

☐ A. RESIDENTIAL LEASES: The Property is subject to one or more residential leases and the Addendum Regarding Residential Leases is attached to this contract.

☐ B. FIXTURE LEASES: Fixtures on the Property are subject to one or more fixture leases (for example, solar panels, propane tanks, water softener, security system) and the Addendum Regarding Fixture Leases is attached to this contract.

☐ C. NATURAL RESOURCE LEASES: "Natural Resource Lease" means an existing oil and gas, mineral, geothermal, water, wind, or other natural resource lease affecting the Property to which Seller is a party.

☐ (1) Seller has delivered to Buyer a copy of all the Natural Resource Leases.

☐ (2) Seller has not delivered to Buyer a copy of all the Natural Resource Leases. Seller shall provide to Buyer a copy of all the Natural Resource Leases within 3 days after the Effective Date. Buyer may terminate the contract within _____ days after the date the Buyer receives all the Natural Resource Leases and the earnest money shall be refunded to Buyer.

5. EARNEST MONEY AND TERMINATION OPTION:

- A. DELIVERY OF EARNEST MONEY AND OPTION FEE: Within 3 days after the Effective Date, Buyer must deliver to _____ (Escrow Agent) at _____ (address): \$ _____ as earnest money and \$ _____ as the Option Fee. The earnest money and Option Fee shall be made payable to Escrow Agent and may be paid separately or combined in a single payment.
- (1) Buyer shall deliver additional earnest money of \$ _____ to Escrow Agent within _____ days after the Effective Date of this contract.
- (2) If the last day to deliver the earnest money, Option Fee, or the additional earnest money falls on a Saturday, Sunday, or legal holiday, the time to deliver the earnest money, Option Fee, or the additional earnest money, as applicable, is extended until the end of the next day that is not a Saturday, Sunday, or legal holiday.
- (3) The amount(s) Escrow Agent receives under this paragraph shall be applied first to the Option Fee, then to the earnest money, and then to the additional earnest money.
- (4) Buyer authorizes Escrow Agent to release and deliver the Option Fee to Seller at any time without further notice to or consent from Buyer, and releases Escrow Agent from liability for delivery of the Option Fee to Seller. The Option Fee will be credited to the Sales Price at closing.
- B. TERMINATION OPTION: For nominal consideration, the receipt of which Seller acknowledges, and Buyer's agreement to pay the Option Fee within the time required, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within _____ days after the Effective Date of this contract (Option Period). Notices under this paragraph must be given by 5:00 p.m. (local time where the Property is located) by the date specified. If Buyer gives notice of termination within the time prescribed: (i) the Option Fee will not be refunded and Escrow Agent shall release any Option Fee remaining with Escrow Agent to Seller; and (ii) any earnest money will be refunded to Buyer.
- C. FAILURE TO TIMELY DELIVER EARNEST MONEY: If Buyer fails to deliver the earnest money within the time required, Seller may terminate this contract or exercise Seller's remedies under Paragraph 15, or both, by providing notice to Buyer before Buyer delivers the earnest money.
- D. FAILURE TO TIMELY DELIVER OPTION FEE: If no dollar amount is stated as the Option Fee or if Buyer fails to deliver the Option Fee within the time required, Buyer shall not have the unrestricted right to terminate this contract under this paragraph 5.
- E. TIME: **Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

6. TITLE POLICY AND SURVEY:

- A. TITLE POLICY: Seller shall furnish to Buyer at ☐ Seller's ☐ Buyer's expense an owner policy of title insurance (Title Policy) issued by _____ (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:
- (1) Restrictive covenants common to the platted subdivision in which the Property is located.
- (2) The standard printed exception for standby fees, taxes and assessments.
- (3) Liens created as part of the financing described in Paragraph 3.
- (4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.
- (5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
- (6) The standard printed exception as to marital rights.
- (7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
- (8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements:
- ☐ (i) will not be amended or deleted from the title policy; or
- ☐ (ii) will be amended to read, "shortages in area" at the expense of ☐ Buyer ☐ Seller.
- (9) The exception or exclusion regarding minerals approved by the Texas Department of Insurance.
- B. COMMITMENT: Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.

(Address of Property) _____

C. SURVEY: The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only)

- ☐ (1) Within _____ days after the Effective Date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit or Declaration promulgated by the Texas Department of Insurance (T-47 Affidavit or T-47.1 Declaration). Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date if Seller fails to furnish within the time prescribed both the: (i) existing survey; and (ii) affidavit or declaration. If the Title Company or Buyer's lender does not accept the existing survey, or the affidavit or declaration, Buyer shall obtain a new survey at ☐ Seller's ☐ Buyer's expense no later than 3 days prior to Closing Date.
- ☐ (2) Within _____ days after the Effective Date of this contract, Buyer may obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier. If Buyer fails to obtain the survey, Buyer may not terminate the contract under Paragraph 2B of the Third Party Financing Addendum because the survey was not obtained.
- ☐ (3) Within _____ days after the Effective Date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.

D. OBJECTIONS: Buyer may object in writing to defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (7) above; disclosed in the Commitment other than items 6A(1) through (9) above; or which prohibit the following use or activity:

Buyer must object the earlier of (i) the Closing Date or (ii) _____ days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived by Buyer. Provided Seller is not obligated to incur any expense, Seller shall cure any timely objections of Buyer or any third party lender within 15 days after Seller receives the objections (Cure Period) and the Closing Date will be extended as necessary. If objections are not cured within the Cure Period, Buyer may, by delivering notice to Seller within 5 days after the end of the Cure Period: (i) terminate this contract and the earnest money will be refunded to Buyer; or (ii) waive the objections. If Buyer does not terminate within the time required, Buyer shall be deemed to have waived the objections. If the Commitment or survey is revised or any new Exception Document(s) is delivered, Buyer may object to any new matter revealed in the revised Commitment or survey or new Exception Document(s) within the same time stated in this paragraph to make objections beginning when the revised Commitment, survey, or Exception Document(s) is delivered to Buyer.

E. TITLE NOTICES:

(1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.

(2) MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S): The Property ☐ is ☐ is not subject to mandatory membership in a property owners association(s). If the Property is subject to mandatory membership in a property owners association(s), Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2A in which the Property is located, you are obligated to be a member of the property owners association(s). Restrictive covenants governing the use and occupancy of the Property and all dedicatory instruments governing the establishment, maintenance, or operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instruments may be obtained from the county clerk. **You are obligated to pay assessments to the property owners association(s). The amount of the assessments is subject to change. Your failure to pay the assessments could result in enforcement of the association's lien on and the foreclosure of the Property.**

Section 207.003, Property Code, entitles an owner to receive copies of any document that governs the establishment, maintenance, or operation of a subdivision, including, but not limited to, restrictions, bylaws, rules and regulations, and a resale certificate from a property owners' association. A resale certificate contains information including, but not limited to, statements specifying the amount and frequency of regular assessments and the style and cause number of lawsuits to which the property owners' association is a party, other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association. These documents must be made available to you by the property owners' association or the association's agent on your request. **If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to Mandatory Membership in a Property Owners Association(s) should be used.**

(3) STATUTORY TAX DISTRICTS: If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.

- (4) TIDE WATERS: If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.
- (5) ANNEXATION: If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.
- (6) PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER: Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.
- (7) PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, Seller must give Buyer written notice as required by §5.014, Property Code. An addendum containing the required notice shall be attached to this contract.
- (8) TRANSFER FEES: If the Property is subject to a private transfer fee obligation, §5.205, Property Code, requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.
- (9) PROPANE GAS SYSTEM SERVICE AREA: If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.
- (10) NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."
- (11) CERTIFICATE OF MOLD REMEDIATION: If the Property has been remediated for mold, Seller must provide to Buyer each certificate of mold damage remediation issued under §1958.154, Occupations Code, during the 5 years preceding the sale of the Property.
- (12) REQUIRED NOTICES: The following notices have been given or are attached to this contract (for example, utility, water, drainage, and public improvement districts): _____

Seller's failure to provide applicable statutory notices may provide Buyer with remedies or rights to terminate the contract.

7. PROPERTY CONDITION:

- A. ACCESS, INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Any hydrostatic testing must be separately authorized by Seller in writing. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.
- B. SELLER'S DISCLOSURE NOTICE PURSUANT TO §5.008, TEXAS PROPERTY CODE (Notice):
(Check one box only)
- ☐ (1) Buyer has received the Notice.
- ☐ (2) Buyer has not received the Notice. Within _____ days after the Effective Date of this contract, Seller shall deliver the Notice to Buyer. If Buyer does not receive the Notice, Buyer may terminate this contract at any time prior to the closing and the earnest money will be refunded to Buyer. If Seller delivers the Notice, Buyer may terminate this contract for any reason within 7 days after Buyer receives the Notice or prior to the closing, whichever first occurs, and the earnest money will be refunded to Buyer.
- ☐ (3) The Seller is not required to furnish the notice under the Texas Property Code.
- C. SELLER'S DISCLOSURE OF LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS is required by Federal law for a residential dwelling constructed prior to 1978.
- D. ACCEPTANCE OF PROPERTY CONDITION: "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the

(Address of Property)

warranties in this contract. Buyer's agreement to accept the Property As Is under Paragraph 7D(1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.

(Check one box only)

- ☐ (1) Buyer accepts the Property As Is.
- ☐ (2) Buyer accepts the Property As Is provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: _____

(Do not insert general phrases, such as "subject to inspections" that do not identify specific repairs and treatments.)

E. LENDER REQUIRED REPAIRS AND TREATMENTS: Unless otherwise agreed in writing, neither party is obligated to pay for lender required repairs, which includes treatment for wood destroying insects. If the parties do not agree to pay for the lender required repairs or treatments, this contract will terminate and the earnest money will be refunded to Buyer. If the cost of lender required repairs and treatments exceeds 5% of the Sales Price, Buyer may terminate this contract and the earnest money will be refunded to Buyer.

F. COMPLETION OF REPAIRS AND TREATMENTS: Unless otherwise agreed in writing, Seller shall complete all agreed repairs and treatments prior to the Closing Date and obtain any required permits. The repairs and treatments must be performed by persons who are licensed to provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. Seller shall: (i) provide Buyer with copies of documentation from the repair person(s) showing the scope of work and payment for the work completed; and (ii) at Seller's expense, arrange for the transfer of any transferable warranties with respect to the repairs and treatments to Buyer at closing. If Seller fails to complete any agreed repairs and treatments prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days if necessary for Seller to complete the repairs and treatments.

G. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.

H. RESIDENTIAL SERVICE CONTRACTS: Buyer may purchase a residential service contract from a provider or administrator licensed by the Texas Department of Licensing and Regulation. If Buyer purchases a residential service contract, Seller shall reimburse Buyer at closing for the cost of the residential service contract in an amount not exceeding \$_____. Buyer should review any residential service contract for the scope of coverage, exclusions and limitations. **The purchase of a residential service contract is optional. Similar coverage may be purchased from various companies authorized to do business in Texas.**

8. BROKERS AND SALES AGENTS:

A. BROKER OR SALES AGENT DISCLOSURE: Texas law requires a real estate broker or sales agent who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the broker or sales agent owns more than 10%, or a trust for which the broker or sales agent acts as a trustee or of which the broker or sales agent or the broker or sales agent's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: _____.

B. BROKERS' FEES: All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

9. CLOSING:

A. The closing of the sale will be on or before _____, 20____, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.

B. At closing:

- (1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.
- (2) Buyer shall pay the Sales Price in good funds acceptable to the Escrow Agent.
- (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents, transfer of any warranties, and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.
- (4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.
- (5) Private transfer fees (as defined by Chapter 5, Subchapter G of the Texas Property Code)

will be the obligation of Seller unless provided otherwise in this contract. Transfer fees assessed by a property owners' association are governed by the Addendum for Property Subject to Mandatory Membership in a Property Owners Association.

10. POSSESSION:

- A. BUYER'S POSSESSION: Seller shall deliver to Buyer possession of the Property in its present or required condition, ordinary wear and tear excepted: ☐ upon closing and funding ☐ according to a temporary residential lease form promulgated by TREC or other written lease required by the parties. Any possession by Buyer prior to closing or by Seller after closing which is not authorized by a written lease will establish a tenancy at sufferance relationship between the parties. **Consult your insurance agent prior to change of ownership and possession because insurance coverage may be limited or terminated. The absence of a written lease or appropriate insurance coverage may expose the parties to economic loss.**
- B. SMART DEVICES: "Smart Device" means a device that connects to the internet to enable remote use, monitoring, and management of: (i) the Property; (ii) items identified in any Non-Realty Items Addendum; or (iii) items in a Fixture Lease assigned to Buyer. At the time Seller delivers possession of the Property to Buyer, Seller shall:
- (1) deliver to Buyer written information containing all access codes, usernames, passwords, and applications Buyer will need to access, operate, manage, and control the Smart Devices; and
 - (2) terminate and remove all access and connections to the improvements and accessories from any of Seller's personal devices including but not limited to phones and computers.

11. SPECIAL PROVISIONS: (This paragraph is intended to be used only for additional informational items. An informational item is a statement that completes a blank in a contract form, discloses factual information, or provides instructions. Real estate brokers and sales agents are prohibited from practicing law and shall not add to, delete, or modify any provision of this contract unless drafted by a party to this contract or a party's attorney.) _____

12. SETTLEMENT AND OTHER EXPENSES:

- A. The following expenses must be paid at or prior to closing:
- (1) Seller shall pay the following expenses (Seller's Expenses):
 - (a) releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; brokerage fees that Seller has agreed to pay; and other expenses payable by Seller under this contract;
 - (b) the following amount to be applied to brokerage fees that Buyer has agreed to pay: ☐ \$ _____ or ☐ _____ % of the Sales Price (check one box only); and
 - (c) an amount not to exceed \$ _____ to be applied to other Buyer's Expenses.
 - (2) Buyer shall pay the following expenses (Buyer's Expenses): Appraisal fees; loan application fees; origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; brokerage fees that Buyer has agreed to pay; and other expenses payable by Buyer under this contract.
- B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

13. PRORATIONS: Taxes for the current year, interest, rents, and regular periodic maintenance fees, assessments, and dues (including prepaid items) will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.

- 14. CASUALTY LOSS:** If any part of the Property is damaged or destroyed by fire or other casualty after the Effective Date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds, if permitted by Seller's insurance carrier, and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.
- 15. DEFAULT:** If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.
- 16. MEDIATION:** It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.
- 17. ATTORNEY'S FEES:** A Buyer, Seller, Listing Broker, Other Broker, or Escrow Agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.
- 18. ESCROW:**
- A. ESCROW: The Escrow Agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as Escrow Agent. Escrow Agent may require any disbursement made in connection with this contract to be conditioned on Escrow Agent's collection of good funds acceptable to Escrow Agent.
 - B. EXPENSES: At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, Escrow Agent may: (i) require a written release of liability of the Escrow Agent from all parties before releasing any earnest money; and (ii) require payment of unpaid expenses incurred on behalf of a party. Escrow Agent may deduct authorized expenses from the earnest money payable to a party. "Authorized expenses" means expenses incurred by Escrow Agent on behalf of the party entitled to the earnest money that were authorized by this contract or that party.
 - C. DEMAND: Upon termination of this contract, either party or the Escrow Agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the Escrow Agent. If either party fails to execute the release, either party may make a written demand to the Escrow Agent for the earnest money. If only one party makes written demand for the earnest money, Escrow Agent shall promptly provide a copy of the demand to the other party. If Escrow Agent does not receive written objection to the demand from the other party within 15 days, Escrow Agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and Escrow Agent may pay the same to the creditors. If Escrow Agent complies with the provisions of this paragraph, each party hereby releases Escrow Agent from all adverse claims related to the disbursement of the earnest money.
 - D. DAMAGES: Any party who wrongfully fails or refuses to sign a release acceptable to the Escrow Agent within 7 days of receipt of the request will be liable to the other party for (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
 - E. NOTICES: Escrow Agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by Escrow Agent.
- 19. REPRESENTATIONS:** All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.
- 20. FEDERAL REQUIREMENTS:** If Seller is a "foreign person," as defined by Internal Revenue Code and its regulations, or if Seller fails to deliver an affidavit or a certificate of non-foreign status to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.

21. NOTICES: All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by fax or electronic transmission as follows:

To Buyer at: _____

To Seller at: _____

Phone: () _____

Phone: () _____

E-mail/Fax: _____

E-mail/Fax: _____

E-mail/Fax: _____

E-mail/Fax: _____

With a copy to Buyer's agent at: _____

With a copy to Seller's agent at: _____

22. AGREEMENT OF PARTIES: This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (Check all applicable boxes):

- ☐ Third Party Financing Addendum
- ☐ Seller Financing Addendum
- ☐ Addendum for Property Subject to Mandatory Membership in a Property Owners Association
- ☐ Buyer's Temporary Residential Lease
- ☐ Loan Assumption Addendum
- ☐ Addendum for Sale of Other Property by Buyer
- ☐ Addendum for Reservation of Oil, Gas and Other Minerals
- ☐ Addendum for "Back-Up" Contract
- ☐ Addendum for Coastal Area Property
- ☐ Addendum for Authorizing Hydrostatic Testing
- ☐ Addendum Concerning Right to Terminate Due to Lender's Appraisal
- ☐ Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum

- ☐ Seller's Temporary Residential Lease
- ☐ Short Sale Addendum
- ☐ Addendum for Property Located Seaward of the Gulf Intracoastal Waterway
- ☐ Addendum for Seller's Disclosure of Information on Lead-based Paint and Lead-based Paint Hazards as Required by Federal Law
- ☐ Addendum for Property in a Propane Gas System Service Area
- ☐ Addendum Regarding Residential Leases
- ☐ Addendum Regarding Fixture Leases
- ☐ Addendum containing Notice of Obligation to Pay Improvement District Assessment
- ☐ Addendum for Section 1031 Exchange
- ☐ Other (list): _____

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

Buyer's Attorney is: _____

Seller's Attorney is: _____

Phone: () _____

Phone: () _____

Fax: () _____

Fax: () _____

E-mail: _____

E-mail: _____

**EXECUTED the _____ day of _____, 20____ (Effective Date).
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)**

Buyer _____

Seller _____

Buyer _____

Seller _____



The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (<http://www.trec.texas.gov>) TREC NO. 20-18. This form replaces TREC NO. 20-17.

BROKER INFORMATION
(Print name(s) only. Do not sign)

Other Broker Firm _____ License No. _____

represents ☐ Buyer only as Buyer's agent
☐ Seller as Listing Broker's subagent

Associate's Name _____ License No. _____

Team Name _____

Associate's Email Address _____ Phone _____

Licensed Supervisor of Associate _____ License No. _____

Other Broker's Address _____ Phone _____

City _____ State _____ Zip _____

Listing Broker Firm _____ License No. _____

represents ☐ Seller and Buyer as an intermediary
☐ Seller only as Seller's agent

Listing Associate's Name _____ License No. _____

Team Name _____

Listing Associate's Email Address _____ Phone _____

Licensed Supervisor of Listing Associate _____ License No. _____

Listing Broker's Office Address _____ Phone _____

City _____ State _____ Zip _____

Selling Associate's Name _____ License No. _____

Team Name _____

Selling Associate's Email Address _____ Phone _____

Licensed Supervisor of Selling Associate _____ License No. _____

Selling Associate's Office Address _____

City _____ State _____ Zip _____

Disclosure: Pursuant to a previous, separate agreement, Listing Broker has agreed to pay Other Broker a fee (☐ \$ _____ or ☐ _____% of the Sales Price). This disclosure is for informational purposes and does not change the previous agreement between brokers to pay or share a commission.

OPTION FEE RECEIPT

Receipt of \$ _____ (Option Fee) in the form of _____
is acknowledged.

Escrow Agent _____ Date _____

EARNEST MONEY RECEIPT

Receipt of \$ _____ Earnest Money in the form of _____
is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date/Time _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____

CONTRACT RECEIPT

Receipt of the Contract is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____

ADDITIONAL EARNEST MONEY RECEIPT

Receipt of \$ _____ additional Earnest Money in the form of _____
is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date/Time _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____

Listing Agreement

OVERVIEW

You hire me exclusively to sell your home for a set time, with a clear commission structure. We'll review all terms together before signing.



Exclusive Right to Sell

This agreement gives me the exclusive right to market and sell your home. If it sells during our agreement—no matter who finds the buyer—I earn a commission.

Commission Structure

This outlines how much commission is paid and how it's split between the listing agent (me) and the buyer's agent. Typically, it's a percentage of the final sale price.

Duration of Agreement

This is the length of time our agreement is active. Common timeframes are 3 to 6 months, depending on the market.

Cancellation Policy (if applicable)

Some agreements allow for early cancellation with notice; others may require written approval. We'll review the specifics together.

💬 *I'll walk you through the full agreement before signing, so you feel confident and clear about every detail.*



RESIDENTIAL REAL ESTATE LISTING AGREEMENT EXCLUSIVE RIGHT TO SELL

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

Seller: _____

Address: _____

City, State, Zip: _____

Phone: _____

Email/Fax: _____ Email/Fax: _____

Broker: _____

Address: _____

City, State, Zip: _____

Phone: _____

Email/Fax: _____ Email/Fax: _____

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

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

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

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

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

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

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

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

4. TERM:

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

5. BROKER COMPENSATION:

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

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

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

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

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

☐ (b) _____.

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

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

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

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

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

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

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

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

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

☐ (b) _____.

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

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

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

E. Other Compensation:

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

F. Protection Period:

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

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

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

6. LISTING SERVICES:

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

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

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

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

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

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

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

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

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

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

(1) Definitions:

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

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

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

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

7. ACCESS TO THE PROPERTY:

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

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

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

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

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

8. RESERVED.

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

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

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

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

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

11. BROKER'S AUTHORITY:

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

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

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

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

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

- | | |
|---|--|
| ☐ (1) Conventional | ☐ (5) Texas Veterans Land Program |
| ☐ (2) VA | ☐ (6) Owner Financing |
| ☐ (3) FHA | ☐ (7) Other |
| ☐ (4) Cash | |

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

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

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

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

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

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

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

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

14. LIMITATION OF LIABILITY:

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

15. SPECIAL PROVISIONS:

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

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

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

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

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

20. AGREEMENT OF PARTIES:

- A. Entire Agreement: This Listing is the entire agreement of the parties and may not be changed except by written agreement.
- B. Assignability: Neither party may assign this Listing without the written consent of the other party.

- 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.**

