

**Agent Training**  
**July 23<sup>rd</sup>, 2023**  
**2:00pm – 2:50pm**



**2:00pm**

# **AGENDA**

**2:00pm – Agent Introductions/Quick Stories**

**2:10pm – Completing the MUD (Water District) Disclosure**

**2:15pm – Avoiding Getting Sued for Mistakes/Errors**

**2:35pm – CDA vs Lease Commissions (ABB & MLS)**

**2:40pm – Supra vs Combo Lockboxes**

**2:45pm – Referral Fees (In House and Other Agencies)**

**2:50pm – Comments / Questions?**

2:00pm

## Agent Introductions/Quick Stories

**Introduce yourself to everyone and if you have a quick story about a closing , showing, client experience or something personal like a vacation you recently took or a big event happening in your life, please share**

2:10pm

# How to complete the MUD / Water District Notice



REALIST

Dashboard

772 Corbin Crest Trl, La Porte, TX 77571-2010, La Porte, Harris County ☆

APN 141-053-001-0007

CLIP 1105800045

Active Listing

< BACK

PROPERTY DETAILS

COMPARABLES

MARKET TRENDS

NEIGHBORS

NEIGHBORHOOD PROFILE

FLOOD MAP

HAZARDS & RISKS

## Assessment & Tax

Yoy Assessed Change (%)	567.77%		
Market Value - Total	\$424,925	\$63,633	
Market Value - Land	\$76,359	\$63,633	
Market Value - Improved	\$348,566		
Tax Year	Total Tax	Change (\$)	Change (%)
2021	\$2,234		
2022	\$14,650	\$12,416	555.75%
Jurisdiction	Tax Rate	Tax Amount	
La Porte Isd	1.2565	\$5,339.18	
Harris County	.34373	\$1,460.59	
Hc Flood Control Dist	.03055	\$129.81	
Port Of Houston Authority	.00799	\$33.95	
Hc Hospital Dist	.14831	\$630.21	
Hc Department Of Education	.0049	\$20.82	
San Jacinto Com Col D	.15561	\$661.20	
La Porte City Of	.71	\$3,016.97	
Hc Mud 561	.79	\$3,356.91	
Total Estimated Tax Rate	3.4476		

MUD Bond Info

<https://youtu.be/w4tJ1WW9N14>

Video Tutorial on how to do this

- 1) Go into Realist Tax on MLS
- 2) Enter the street address
- 3) Review the taxing entities. If it is in a MUD it will be listed there like the one here
- 4) Write down the name and number of the MUD. In this example it is HC MUD 561
- 5) Click on the MUD Bond Info box in blue at the bottom

Characteristics

2:10pm

Scroll down the list of MUD Districts until you find the one you need. HC MUD 562 was on Page 17

The information you need to complete the top half of the form is listed here.

- 1) The name of the MUD
- 2) The Tax Rate
- 3) The last update year for the bonds
- 4) The \$ amount of Bonds that were AUTHORIZED
- 5) The \$ amount of Bonds that have been ISSUED

Harris Co MUD # 499	Harris	\$0.87	2021	\$81,200,000	\$13,805,000
Harris Co MUD # 500	Harris	\$0.98	2021	\$65,480,000	\$2,000,000
Harris Co MUD # 501	Harris	\$1.00	2021	\$268,320,000	\$25,765,000
Harris Co MUD # 502	Harris	\$1.38	2021	\$515,480,000	\$25,285,000
Harris Co MUD # 503	Harris	\$1.50	2021	\$0	\$0
Harris Co MUD # 504	Harris	\$1.31	2021	\$419,400,000	\$80,840,000
Harris Co MUD # 509	Harris	\$0.85	2014	\$0	\$0
Harris Co MUD # 518	Harris	\$0.85	2021	\$231,200,000	\$2,900,000
Harris Co MUD # 525	Harris	\$1.50	2021	\$0	\$0
Harris Co MUD # 528	Harris	\$0.68	2021	\$0	\$0
Harris Co MUD # 529	Harris	\$0.67	2021	\$40,000,000	\$12,790,000
Harris Co MUD # 530	Harris	\$0.91	2021	\$314,000,000	\$35,105,000
Harris Co MUD # 531	Harris	\$1.02	2021	\$228,500,000	\$29,435,000
Harris Co MUD # 536	Harris	\$1.50	2021	\$239,000,000	\$46,005,000
Harris Co MUD # 537	Harris	\$0.50	2021	\$86,750,000	\$14,150,000
Harris Co MUD # 538	Harris	\$1.45	2021	\$280,301,300	\$15,340,000
Harris Co MUD # 542	Harris	\$1.29	2021	\$225,000,000	\$13,085,000
Harris Co MUD # 551	Harris	\$1.40	2021	\$55,000,000	\$10,535,000
Harris Co MUD # 552	Harris	\$0.75	2021	\$280,000,000	\$7,325,000
Harris Co MUD # 558	Harris	\$1.35	2021	\$263,000,000	\$17,700,000
Harris Co MUD # 561	Harris	\$0.79	2021	\$249,512,000	\$19,200,000
Harris Co MUD # 565	Harris	\$1.45	2021	\$255,810,000	\$4,740,000

Current as of: 9/1/2022

Information obtained from various sources and should be independently verified.  
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### M.U.D Bond Information

District Name	County	Tax Rate	Tax Year	Bond Authorized	Bonds Issued
Harris Co MUD #82 Da1	Harris	\$0.30	NULL	\$0	\$0
Harris Co Municipal Management District # 1	Harris	NULL	NULL	\$0	\$0
Harris Co UD # 6	Harris	\$0.18	2021	\$39,495,000	\$17,290,000
Harris Co UD # 14	Harris	\$0.12	2021	\$11,200,000	\$6,305,000



# Notice to a Purchaser of Real Property in a Water District

Note: This Notice should be completed and given to a prospective purchaser prior to execution of a binding contract of sale and purchase, should be executed by the seller and purchaser and should be attached as a separate portion of a purchase contract. Please see NOTE at bottom of page.

1) The real property, described below, that you are about to purchase is located in the HC MUD #561 District. The district has taxing authority separate from any other taxing authority and may, subject to voter approval, issue an unlimited amount of bonds and levy an unlimited rate of tax in payment of such bonds. As of this date, the rate of taxes levied by the district on real property located in the district is \$0.79 on each \$100 of assessed valuation. If the district has not yet levied taxes, the most recent projected rate of tax, as of this date, is \$0.79 on each \$100 of assessed valuation. The total amount of bonds, excluding refunding bonds and any bonds or any portion of bonds issued that are payable solely from revenues received or expected to be received under a contract with a governmental entity, approved by the voters and which have been or may, at this date, be issued in \$249,512,000.00, and the aggregate initial principal amounts of all bonds issued for one or more of the specified facilities of the district and payable in whole or in part from property taxes is \$19,200,000.00.

2) The district has the authority to adopt and impose a standby fee on property in the district that has water, sanitary sewer, or drainage facilities and services available but not connected and which does not have a house, building, or other improvement located thereon and does not substantially utilize the utility capacity available to the property. The district may exercise the authority without holding an election on the matter. As of this date, the most recent amount of the standby fee is n/a. An unpaid standby fee is a personal obligation of the person that owned the property at the time of imposition and is secured by a lien on the property. Any person may request a certificate from the district stating the amount, if any, of unpaid standby fees on a tract of property in the district.

3) Mark an "X" in one of the following three spaces and then complete as instructed.

- Notice for Districts Located in Whole or in Part within the Corporate Boundaries of a Municipality (Complete Paragraph A).
- Notice for Districts Located in Whole or in Part in the Extraterritorial Jurisdiction of One or More Home-Rule Municipalities and Not Located within the Corporate Boundaries of a Municipality (Complete Paragraph B).
- Notice for Districts that are NOT Located in Whole or in Part within the Corporate Boundaries of a Municipality or the Extraterritorial Jurisdiction of One or More Home-Rule Municipalities.

A) The district is located in whole or in part within the corporate boundaries of the City of n/a. The taxpayers of the district are subject to the taxes imposed by the municipality and by the district until the district is dissolved. By law, a district located within the corporate boundaries of a municipality may be dissolved by municipal ordinance without the consent of the district or the voters of the district.

B) The district is located in whole or in part in the extraterritorial jurisdiction of the City of La Porte. By law, a district located in the extraterritorial jurisdiction of a municipality may be annexed without the consent of the district or the voters of the district. When a district is annexed, the district is dissolved.

4) The purpose of this district is to provide water, sewer, drainage, or flood control facilities and services within the district through the issuance of bonds payable in whole or in part from property taxes. The cost of these utility facilities is not included in the purchase price of your property, and these utility facilities are owned or to be owned by the district. The legal description of the property you are acquiring is as follows: LT 7 BLK 1 MORGANS LANDING

### LANDING

Enclosed by  Signature of Seller <b>Andrew Denman</b>	February 27, 2023 Date	Enclosed by  Signature of Seller <b>Kathryn Denman</b>	February 27, 2023 Date
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PURCHASER IS ADVISED THAT THE INFORMATION SHOWN ON THIS FORM IS SUBJECT TO CHANGE BY THE DISTRICT AT ANY TIME. THE DISTRICT ROUTINELY ESTABLISHES TAX RATES DURING THE MONTHS OF SEPTEMBER THROUGH DECEMBER OF EACH YEAR, EFFECTIVE FOR THE YEAR IN WHICH THE TAX RATES ARE APPROVED BY THE DISTRICT. PURCHASER IS ADVISED TO CONTACT THE DISTRICT TO DETERMINE THE STATUS OF ANY CURRENT OR PROPOSED CHANGES TO THE INFORMATION SHOWN ON THIS FORM.

The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or prior to execution of a binding contract for the purchase of the real property described in such notice or at closing of purchase of the real property.

Signature of Purchaser	Date	Signature of Purchaser	Date
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NOTE: Correct district name, tax rate, bond amounts, and legal description are to be placed in the appropriate space. Except for notices included as an addendum or paragraph of a purchase contract, the notice shall be executed by the seller and purchaser, as indicated. If the district does not propose to provide one or more of the specified facilities and services, the appropriate purpose may be eliminated. If the district has not yet levied taxes, a statement of the district's most recent projected rate of tax is to be placed in the appropriate space. If the district does not have approval from the commission to adopt and impose a standby fee, the second paragraph of the notice may be deleted. For the purposes of the notice form required to be given to the prospective purchaser prior to execution of a binding contract of sale and purchase, a seller and any agent, representative, or person acting on the seller's behalf may modify the notice by substitution of the words "January 1, 2019" for the words "this date" and place the correct calendar year in the appropriate space.

## SECTION 1

- 1) HC MUD 561
- 2) The Tax Rate
- 3) The Tax Rate (again)
- 4) The Bonds AUTHORIZED
- 5) The Bonds ISSUED

## SECTION 2

You will not know the answer to this , so just type UNKNOWN

## SECTION 3

In MLS go to MLS Search and click on MAP SEARCH



# Notice to a Purchaser of Real Property in a Water District

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1) The real property, described below, that you are about to purchase is located in the HC MUD #561 District. The district has taxing authority separate from any other taxing authority and may, subject to voter approval, issue an unlimited amount of bonds and levy an unlimited rate of tax in payment of such bonds. As of this date, the rate of taxes levied by the district on real property located in the district is \$0.79 on each \$100 of assessed valuation. If the district has not yet levied taxes, the most recent projected rate of tax, as of this date, is \$0.79 on each \$100 of assessed valuation. The total amount of bonds, excluding refunding bonds and any bonds or any portion of bonds issued that are payable solely from revenues received or expected to be received under a contract with a governmental entity, approved by the voters and which have been or may, at this date, be issued in \$249,512,000.00, and the aggregate initial principal amounts of all bonds issued for one or more of the specified facilities of the district and payable in whole or in part from property taxes is \$19,200,000.00.

2) The district has the authority to adopt and impose a standby fee on property in the district that has water, sanitary sewer, or drainage facilities and services available but not connected and which does not have a house, building, or other improvement located thereon and does not substantially utilize the utility capacity available to the property. The district may exercise the authority without holding an election on the matter. As of this date, the most recent amount of the standby fee is n/a. An unpaid standby fee is a personal obligation of the person that owned the property at the time of imposition and is secured by a lien on the property. Any person may request a certificate from the district stating the amount, if any, of unpaid standby fees on a tract of property in the district.

3) Mark an "X" in one of the following three spaces and then complete as instructed.  
   Notice for Districts Located in Whole or in Part within the Corporate Boundaries of a Municipality (Complete Paragraph A).  
X Notice for Districts Located in Whole or in Part in the Extraterritorial Jurisdiction of One or More Home-Rule Municipalities and Not Located within the Corporate Boundaries of a Municipality (Complete Paragraph B).  
   Notice for Districts that are NOT Located in Whole or in Part within the Corporate Boundaries of a Municipality or the Extraterritorial Jurisdiction of One or More Home-Rule Municipalities.

A) The district is located in whole or in part within the corporate boundaries of the City of n/a. The taxpayers of the district are subject to the taxes imposed by the municipality and by the district until the district is dissolved. By law, a district located within the corporate boundaries of a municipality may be dissolved by municipal ordinance without the consent of the district or the voters of the district.

B) The district is located in whole or in part in the extraterritorial jurisdiction of the City of La Porte. By law, a district located in the extraterritorial jurisdiction of a municipality may be annexed without the consent of the district or the voters of the district. When a district is annexed, the district is dissolved.

4) The purpose of this district is to provide water, sewer, drainage, or flood control facilities and services within the district through the issuance of bonds payable in whole or in part from property taxes. The cost of these utility facilities is not included in the purchase price of your property, and these utility facilities are owned or to be owned by the district. The legal description of the property you are acquiring is as follows: LT 7 BLK 1 MORGANS LANDING

Signature of Seller Andrew Denman Date February 27, 2023  
Signature of Seller Kathryn Denman Date February 27, 2023

PURCHASER IS ADVISED THAT THE INFORMATION SHOWN ON THIS FORM IS SUBJECT TO CHANGE BY THE DISTRICT AT ANY TIME. THE DISTRICT ROUTINELY ESTABLISHES TAX RATES DURING THE MONTHS OF SEPTEMBER THROUGH DECEMBER OF EACH YEAR, EFFECTIVE FOR THE YEAR IN WHICH THE TAX RATES ARE APPROVED BY THE DISTRICT. PURCHASER IS ADVISED TO CONTACT THE DISTRICT TO DETERMINE THE STATUS OF ANY CURRENT OR PROPOSED CHANGES TO THE INFORMATION SHOWN ON THIS FORM.

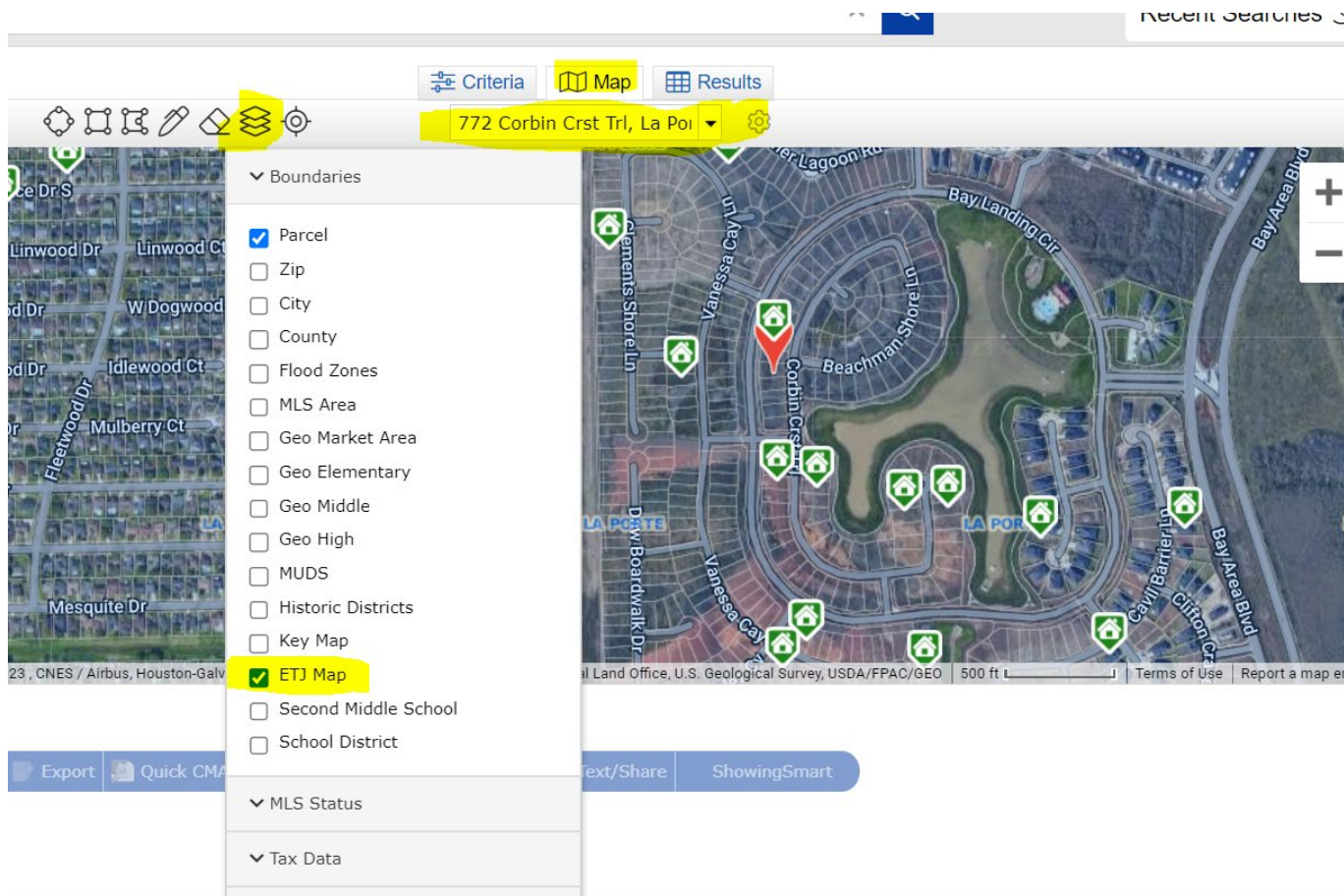
The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or prior to execution of a binding contract for the purchase of the real property described in such notice or at closing of purchase of the real property.

Signature of Purchaser \_\_\_\_\_ Date \_\_\_\_\_ Signature of Purchaser \_\_\_\_\_ Date \_\_\_\_\_

NOTE: Correct district name, tax rate, bond amounts, and legal description are to be placed in the appropriate space. Except for notices included as an addendum or paragraph of a purchase contract, the notice shall be executed by the seller and purchaser, as indicated. If the district does not propose to provide one or more of the specified facilities and services, the appropriate purpose may be eliminated. If the district has not yet levied taxes, a statement of the district's most recent projected rate of tax is to be placed in the appropriate space. If the district does not have approval from the commission to adopt and impose a standby fee, the second paragraph of the notice may be deleted. For the purposes of the notice form required to be given to the prospective purchaser prior to execution of a binding contract of sale and purchase, a seller and any agent, representative, or person acting on the seller's behalf may modify the notice by substitution of the words "January 1, 2019" for the words "this date" and place the correct calendar year in the appropriate space.

# SECTION 3 Continued

- 1) Once in MAPS enter the address of the property in the address box
- 2) Hover over the map layer icon (looks like papers layered on top of each other) and select the ETJ Map check box
- 3) The name of the ETJ will appear on the Map. In this case La Porte



1. If the property is located within a City boundary, check the first box and enter the City's Name in Paragraph A.
2. If the property is located within the City's ETJ, check the second box and enter the City's Name in Paragraph B.
3. If the property is located Outside the Local ETJ, but not outside of our surveyed area, check the third box. There is no corresponding paragraph for this selection.



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<u>Andrew Denman</u> Signature of Seller Andrew Denman	February 27, 2023 Date	<u>Kathryn Denman</u> Signature of Seller Kathryn Denman	February 27, 2023 Date
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Signature of Purchaser _____	Date _____	Signature of Purchaser _____	Date _____
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NOTE: Correct district name, tax rate, bond amounts, and legal description are to be placed in the appropriate space. Except for notices included as an addendum or paragraph of a purchase contract, the notice shall be executed by the seller and purchaser, as indicated. If the district does not propose to provide one or more of the specified facilities and services, the appropriate purpose may be eliminated. If the district has not yet levied taxes, a statement of the district's most recent projected rate of tax is to be placed in the appropriate space. If the district does not have approval from the commission to adopt and impose a standby fee, the second paragraph of the notice may be deleted. For the purposes of the notice form required to be given to the prospective purchaser prior to execution of a binding contract of sale and purchase, a seller and any agent, representative, or person acting on the seller's behalf may modify the notice by substitution of the words "January 1, 2019" for the words "this date" and place the correct calendar year in the appropriate space.

## SECTION 3 Comment

If you check the wrong box or ETJ it's not the end of the world. The main purpose of this form is to notify the buyer that the property is indeed in a MUD/Water District and there are additional tax obligations. Section 1 and 4 are the most critical to get right.

## SECTION 4

Put the LEGAL DESCRIPTION of the property here

## BOTTOM OF THE FORM

Put the year that was indicated on the MUD Information sheet that had the MUD name, tax rate, year, and bond information. In this case it was 2021

**The Example Form here has 2 errors (very common)**

- 1) SECTION 3 should have been the first box and A instead of B
- 2) The Bottom year should be 2021 instead of 2019



- 1) **Using the wrong contract for a townhome or condo:** Townhomes have land and a survey is required and therefore use the 1-4 Family Residential Contract. Condominiums have no land and must use their own Condominium Contract that shows Unit & Building in stead of Lot & Block. Be sure to read the legal description
- 2) **Execution Date:** Never enter the Execution Date into a contract or addenda unless all parties have already signed. It may seem like you are helping out by just speeding up the process, but by entering an execution date before the last signature you are putting your client and yourself in jeopardy because it's possible the other party will not sign or could stall as long as they want before signing it, or never sign it at all, yet you said it was executed
- 3) **SELLER EXCLUSIONS and FIXTURES:** Be sure your seller is fully aware of everything in Paragraph 2 of the contract. What is required to stay and what they can take with them. Many sellers do not read this and end up taking curtains, TV mounts, and other fixtures that they are not allowed, by contract to take. Make them reveal UP FRONT if there are any EXCLUSIONS and post them in MLS and Agent Remarks . Also make sure they are in the contract in Paragraph 2D

**4) Required Disclosures & Notices Missing:** Make sure that you have included all mandatory disclosure notices that apply to that property (Seller's Disclosure Notice, HOA Addendum, Lead Based Paint Addendum, MUD/Water District Notice, Special Flood Hazards, etc). These disclosures should be uploaded into the MLS docs when the property is listed, along with the Survey & T-47 if one is available. Having these forms completed and available from day 1 will save you a lot of time when an offer comes in and will protect you from failure to disclose accusations.

**5) Agent Disclosure in Paragraph 8:** If you are the Buyer or Seller or if you are directly related to the Buyer or Seller (mother, father, son, daughter, brother, sister) you **MUST** disclose that in Paragraph 8 of the contract (and not in Special Provisions). Failure to disclose this is an ethics violation.

**6) Amendments are for CHANGES:** Only use an amendment to make a change that was in the original contract or addenda. **DO NOT** put things on the amendment that did not change (for example the price or loan amount in Paragraph 3 of the contract or the closing date). If there are repairs list them in Box 2 of the amendment. If the closing date is extended change it in Box 4 of the amendment. And this is a **BIG** one to pay attention to. In Box 5 of the amendment be sure to put the new **TOTAL AMOUNT** of the seller contribution, not the additional money being added. This mistake could cost YOU \$\$\$\$

**7) Inspection Reports Liability:** Be very careful about giving advice or opinion about what things need to be repaired or not repaired when the inspection report comes in. Never say that an item is not a big deal and does not need to be repaired. You can absolutely explain that some items are grandfathered code issues and are not “required” to be updated but don’t pretend to be an inspector and start interpreting things that you are not an expert in (electrical, plumbing, roofing, foundation, etc). You can explain that a home is 30 years old and is not brand new and that the buyer cannot expect to be getting a brand new home. Also advise then upfront before the inspection that it will be “bad” and have lots of issues but that other homes in the area would have similar issues . Ask them “Which of these items is a Deal Breaker for you if it does not get fixed by the seller, are you willing to walk away if the seller says no to your repair request”? Keep your request “Reasonable”

**8) Document Everything in Writing:** Keep copies of every document, email and text message between you and your client, the other agent and the lender. If you had a phone conversation, follow it up with a brief email that reiterates what was discussed and the day and time it was discussed and email it to yourself and the other party to have documentation of what was said. If the other party does not respond they are basically agreeing with your email. There are some agents, lenders and clients who will lie and the only way to prove it is to have written documentation. Don’t trust anyone and document everything.

# CDA's vs Lease Commission Payments



**San Jacinto Properties**  
(713) 894-9436  
3222 Somerton Dr,  
La Porte, TX. 77571  
[SanJacintoProperties.com](http://SanJacintoProperties.com)

TO: Danielle Nasra email: [dnasra@hometowntitletx.com](mailto:dnasra@hometowntitletx.com)

FROM: Johanna Pineda email: [joh.pineda1213@gmail.com](mailto:joh.pineda1213@gmail.com)

PROPERTY ADDRESS: 7715 Water Park Ln., Houston TX 77086

BUYER: Aline Kieu, Tuan Van Nguyen SELLER: Liliana & Francisco Montes

### COMMISSION DISBURSEMENT AUTHORIZATION FORM

San Jacinto Properties represents the  BUYER  SELLER  
In this transaction. Per the terms of the contract, MLS or Listing Agreement  
our brokerage has earned a commission as indicated below

TOTAL COMMISSION: \$5,875 . Please disburse the funds as follows

1. \$5581.25 to Johanna Pineda (an agent with San Jacinto Properties)

2. \$293.75 to David Turnquist (Broker)

3. N/A to the Buyer N/A or Seller N/A and  
shown on the Closing Disclosure as a disclosed "Realtor Contribution" credit towards  
closing costs

**\*\* Any amount not approved by the lender will be retained by the agent \*\***

DocuSigned by:  
Dave Turnquist 6/20/2023 Broker Signature (TREC #469898)  
ADA7C18C737693

**Broker Check should be mailed to: 3222 Somerton Dr., La Porte, TX 77571**

**If not picked up at closing by the agent, the Agent Check should be mailed to: 10810 Lane St. #2, Houston, TX 77029**

The Commission Disbursement Authorization (CDA) is an in-house form and is not promulgated by TREC/TXR/HAR

The CDA is only used when you have a CLOSING at a Title Company and you represent the Buyer or Seller

The Title Company will not pay you as an agent without a signed CDA from your Broker. All commissions legally belong to the Broker unless the Broker authorizes the Title Company to pay the agent directly

The CDA is for the San Jacinto Properties portion of the commission only. Do not add the other agent's commission into the Total Commission amount

The Total Commission is the total amount that was offered to you on MLS (Buyer's Agent) or the amount you agreed to in the Listing Agreement (Listing Agent). If the sales price is \$300,000 and you are getting a 2% commission, then to Total Commission would be \$6,000

You then calculate the amounts to you (95%) and the Broker (5%) and any rebate going to your Buyer that was disclosed. The numbers must add up to the Total Commission amount. \*Per our Policies & Procedures Manual, the minimum to the Broker on any transaction is \$99. This is to cover the E&O Insurance

Be sure to add your address at the bottom of the form in case the file funds late or the next day and they need to mail you the commission check. I do not want your checks mailed to me. If for some reason the Title Company mails MY check to you or puts it in your envelope when you get your check, you must deliver the check to me within 48 hours at my home and notify me by email and text that you delivered it to the drop box





AGREEMENT BETWEEN BROKERS FOR RESIDENTIAL LEASES

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CONCERNING THE RESIDENTIAL LEASE OF THE PROPERTY AT 2021 Newport Trace Lane, Houston, TX 77535 between Juan Alvarez, Maria Alvarez (Landlord) and Brice Barton, Bianca Barton (Tenant).

- A. FEE: Listing Broker will pay Other Broker a fee equal to: (1) 50.000 % of one full month's rent that Tenant is obligated to pay under the above-referenced lease. (2) N/A % of all rent that Tenant is obligated to pay under the primary term of the above-referenced lease. (3) N/A

The fee under this Paragraph A is earned at the time the lease is binding on the parties to the lease and is payable promptly after Tenant pays the first full month's rent, the prorated rent, and the security deposit.

- B. OTHER FEES: (1) Renewals: If the parties to the above-referenced lease renew the lease, Listing Broker will pay Other Broker an additional fee equal to: (a) N/A % of one full month's rent that Tenant is obligated to pay under the renewal. (b) N/A % of all rent that Tenant is obligated to pay under the renewal term. (c) N/A

The fee under this Paragraph B(1) is earned when the renewal begins and is payable when Listing Broker receives Listing Broker's fee for the renewal in accordance with a separate agreement between Landlord and Listing Broker. A "renewal" includes renewals, extensions, and new leases for the Property between the parties to the lease with terms greater than 30 days. This Paragraph B(1) does not apply to month-to-month renewals.

- (2) Sales: If Landlord agrees to sell the Property to Tenant during the term of the lease, including any renewal or extension, Listing Broker will pay Other Broker an additional fee equal to: (a) N/A % of the sales price. (b) N/A

The fee under this Paragraph B(2) is earned when Landlord agrees to sell the Property to Tenant and is payable when Listing Broker receives Listing Broker's fee for the sale in accordance with a separate agreement between Landlord and Listing Broker. "Sell" means to agree to sell, convey, or transfer a legal or equitable interest (excluding a lease) by written or oral agreement or option.

Red Baloon Realty Other Broker 458890 License No. By Valeri Jones Date 3555 Preston, Suite 100 Address Houston, TX 77005 City, State, Zip (281)755-1000 Phone Fax

Eado Realty Listing Broker 523990 License No. By Gina Ramos Date 14 Calumet St Address Houston, TX 77535 City, State, Zip (713)844-5000 Phone Fax

Submit IRS Form W-9 (see www.irs.gov) to Listing Broker for payment of fee.

If you are representing the TENANT on a lease, you will need the Agreement Between Brokers form and a W-9 from me (IRS form). You can complete and sign the ABB form, but the W-9 will have to come from me.

The other Broker will send me a check for your commission (it is not legal for another Broker to pay you directly). When I receive the check I will process it and write a check to from my account for your portion of the commission. The Broker split on all leases is \$99. You will receive the rest of the commission.

If you are the LISTING agent and represent the Landlord, you are responsible for getting the ABB and W-9 from the other agent representing the tenant (unless there is no other agent involved). You will need to upload the documents into Dotloop with all of the other documents for the transaction (Listing Agreement, Executed Lease, Lease Addenda, etc). You will also need to upload the SOLD MLS printout to me so I can see what the lease amount was, when it was leased, and who needs to be paid.

Remember that you are responsible for notifying the landlord and verifying that all lease properties are compliant with the Texas Property Code requirements

2:40pm

# Supra vs Combo Lockboxes



**You must use a Supra i box on all OCCUPIED homes for safety and security reasons**

**Be sure you know the Shackle Code and your key box access code on the Supra and test it before you go to the house**

**You can program the Supra to turn on and off at specific times to prevent people from accessing the key after hours**



**Only use this if the home is VACANT. If you can use a Supra , use the Supra instead**

**Combo Lockboxes should mainly be used in situations where repair people need to get into the house, and they don't have a Supra key**

**You can also use a Combo Lockbox to prevent a Buyer's agent from taking a key before funding and giving it to the buyer. Switch the Supra with a Combo and do not give out the combo code until it funds**

2:45pm

# Referral Fees In House and to Other Brokerages

**In-House Referrals:** You do not have to use a specific referral form when referring a client to another agent within San Jacinto Properties, however you must have a written agreement/email that includes the following information: Name of the 2 agents involved, name of the client being referred, the amount of the referral agreed upon (usually 20%-25% is the norm), and if the referral is only for a specific period (like while you are out of town for 2 weeks). You will need to request a special CDA used for referrals too. Also, all referrals will have a maximum timeline of 120 days. **It is also acceptable for one agent to directly pay another agent a showing fee of \$30-\$50 per listing in lieu of a referral. That is between the 2 agents.**

**Referrals to/from Other Brokerages:** Please use form TXR 2405 Referral Agreement Between Brokers when sending a referral to an agent from another brokerage or receiving a referral from another brokerage. If they are from another state and request to use a form from their state, you must have it approved by me in advance before accepting it. We need to ensure that it is valid and enforceable in Texas.



## REFERRAL AGREEMENT BETWEEN BROKERS

(TXR-2405) 07-08-22

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2:50pm

**REMINDER:** You must upload all signed/executed documents and checklists into Dotloop within 24 hours and you must add me to the Loop and remember to SHARE each document with me so I can see it. I get calls from other brokers and agents about properties and then when I go to look up the docs in Dotloop, they aren't there and I look foolish. I must have access to your documents ASAP so that I can make sure everything is in place and can answer questions if needed. Also, they need to be there in case TREC wants to investigate or audit us. This is a BIG DEAL so please be sure you are getting these documents into Dotloop so I can see them.

**QUESTIONS / COMMENTS ?**





**The next meeting will be in October, 2023**