

Agent Training

May, 2026



Contract & Addenda Updates for 2026

TREC has not added or revised any of their contracts, forms or addenda in 2026 yet

The following TXR forms have been revised or are currently under revision now for 2026. This is only a list of the ones you are likely to be using as a residential real estate agent in the Greater Houston Area. Please familiarize yourself with each of the changes/updates. You can see all the changes on the Texas Realtors website at this link:

<https://www.texasrealestate.com/members/legal-and-ethics/forms/form-changes/adopted-revisions/>

- 1) TXR 1101 Residential Listing Agreement (mostly changes to paragraph 5 regarding commissions and page 11 reminds consumers that agents cannot give legal advice)
- 2) TXR 1102 Lease Listing Agreement (Same changes in paragraph 5 and some minor editing/additions in a few other areas)
- 3) TXR 1404 Amendment to Listing (Mostly changes about commissions)
- 4) TXR 1501 Buyer/Tenant Representation Agreement (too many changes to mention here)

- 5) TXR 1503 Termination of Buyer/Tenant Representation Agreement (too many changes to mention here)
- 6) TXR 1506 General Information & Notices to Consumers (too many changes to mention here. **You should be including this for with EVERY TRANSACTION YOU ARE A PART OF. This form alone could keep you out of a lawsuit**)
- 7) TXR 1958 Residential Contract Critical Date List (This is a **new form** that is not required by TREC or TXR, however it is very similar to our San Jacinto Properties Buyer/Seller Checklist that I ask you to submit with each transaction) Remember that all of our in-house forms can be found on our website on the AGENTS ONLY page <https://sanjacintoproperties.com/agentsonly.htm>
- 8) TXR 2001 Residential Lease (mostly changes to paragraphs 3,4 and 5)
- 9) TXR 2003 Residential Lease Application (on page 4 towards the bottom it mentions the “certain buyers/renters may not be permitted to purchase or lease property in Texas”. This is connected to a recent Texas law (Senate Bill 17) that limits purchases/leases to citizens from countries that are prohibited. The current list includes China, Russia, Iran, and North Korea. If you have a question about a buyer/tenant that may not qualify, contact me first and we will then contact our legal council for guidance on this issue)
- 10) TXR 2004 Animal Agreement (only updated to match the change on the Texas Residential Lease in paragraphs 3,4 and 5. The old lease had this in 5)

11) TXR 2005 Extension of Residential Lease (Points out that the old lease and new lease paragraphs don't match on the amendment, so they recommend drafting a new lease if you are extending a lease that used the old form)

12) TXR 2014 Residential Lease Amendment (Same situation as above, the lease paragraphs don't match on the old and new forms. You can still use this with the old lease form but just be sure to mention the correct paragraph that is being amended)

13) TXR 2201 Property Management Agreement (Although I do not allow any of our agents to do their own Property Management, we do have several agents that have homes they are leasing and I am the Property Manager of Record. This form has a few minor updates regarding broker commissions mostly)

14) TXR 2208 Notice to Vacate (The Texas Property Code has been updated to allow for delivery of this notice by email now. You can still send it via certified mail or post it on the front door, however allowing email is definitely quicker and safer for the landlord)

15) TXR 1508 Unrepresented Customer Showing Form (new form** for showing homes to buyers who do not have a buyer agent representing them. This is not for open houses. This form merely explains to the buyer that you do not represent them and cannot give them advice or opinion and you are not charging them anything to show them the home. It automatically terminates when you are done showing the property)**

16) PROPOSED CHANGES/ADDITIONS to TXR 1406 Sellers Disclosure and TXR 1421 Property Disclosure

Some other things to be aware of

- 1) Scammers are contacting real estate agents and pretending to be buyers/seller and want to meet via Zoom. They send you a Zoom link and when you click on it, it installs a virus and they take over your computer
- 2) Scammers are falsifying documents such as credit reports, deeds, drivers licenses, power of attorney, etc and then pretending to be someone else (mainly the seller) and are selling property that they do not actually own by assuming the real owners identity. Title Companies are aware of this and being more vigilant in verifying identities and records, but nothing is foolproof. If you do not personally know your client, be sure to take several steps in verifying that they are who they say they are. Do not accept PDF documents like credit reports or deeds that were emailed to you by a client because they can be easily altered. Run your own credit check or go to the county clerk website and download the deed. If you get a copy of their drivers license, see if you can search them on social media as well to see if they have any other way to verify they are who they say they are. Social media pages that are less than a year old are a red flag.
- 3) If you have connected properties but they each have their own Legal Description but they are being sold together, check with a title company to see if they are willing to accept a contract that has all the connected properties on one contract instead of writing different contracts for each property, It POSSIBLE they can do that and may actually prefer that you do it that way. However, keep in mind that each property may require its own separate contract
- 4) A story was released yesterday about Lago Mar and the lagoon being empty for over 6 months now. Residents are very upset because they pay VERY HIGH HOA FEES and the lagoon was the reason many of them moved there and agreed to the fees
- 5) Another story yesterday about a Houston homebuyer who bought a new home with a grant and was all excited about finally being able to afford a new home, until their mortgage payment skyrocketed because they were never told that the first year the property taxes were based on the lot value only and in year 2 when HCAD added in the value of the new home their payment almost doubled. The real estate agent and lender should have made them aware of this when they were buying the house, but neither did. This buyer has now gone to the news and a lawyer. Even though you have nothing to do with the buyer's loan or escrow, you do have a fiduciary duty to identify potential issues that buyer could face down the road. Making sure the buyer is aware that the taxes may change significantly on a new home purchase is something that should be caught before closing.

Reminder from previous Agent Training sessions

All rental properties in the state of Texas must comply with the Texas Property Code. You, as an agent, could be held liable if you allow a tenant to occupy a home that is not compliant. Every rental home must have: working smoke detectors inside every bedroom AND in the hallway outside the bedroom area. A keyless/one sided deadbolt on all doors that lead to the outside of the home (front door, back door, side door, door to garage if attached) and those doors must also have a door viewer installed if they don't have see through glass in the door or attached to the door frame. All windows must have working latches. Sliding glass doors must have an arm bar or a pin lock as a back up to the lock that is already in the door.

You must upload all SIGNED documents on any transaction into Dotloop AND share with me as the broker so I can see them in Dotloop.

CDA's need to be sent to me at least 72 hours prior to your closing (preferably 5-7 days). The Title Company cannot prepare the final Closing Disclosure accurately if they don't have your CDA in advance. Remember the minimum to broker on any CDA is \$99

FEMA Flood Maps are being updated and many properties that were previously not in a flood zone will be. Please be sure to add flood disclosure notices on your transactions whether you think you need them or not. If you fail to disclose the possibility of flooding, a client can come back years later and try to sue you/me.

Commissions the BUYER AGENTS from the seller are negotiable. But if you add it into your listing agreement you are forcing the seller to agree to a pre-determined commission before the sale. I strongly recommend that you do not offer a Buyer Agent commission in your listing agreement but explain to the seller that the buyer agent will be asking for a commission. When you are asked by a buyer's agent what the commission is, your response is "please write your commission into Paragraph 12A1B of the contract. The commission is negotiable based on the offer". DO NOT WRITE ANY COMMISSION AT THE BOTTOM OF PAGE 10 OF THE CONTRACT. Paragraph 12 is if the SELLER is paying a commission. Page 10 is ONLY if San Jacinto Properties is paying the commission.

**Questions?
Comments?
Concerns?**



My YouTube Training Video Channel

<https://www.youtube.com/@CoogDave>