



October 2021
Agent Training

The new TREC 20-16 contract is out and you should be using it. Here are the changes (very minor)

Contract Concerning _____ (Address of Property) Page 4 of 11 11-08-2021

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. ~~requires Seller to notify Buyer as follows: As a purchaser of this parcel of real property you are obligated to pay an assessment to a municipality or county for an improvement project undertaken by a public improvement district under Chapter 372, Local Government Code. The assessment may be due annually or in periodic installments. More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the municipality or county levying the assessment. The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of your property.~~

(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."

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,

Page
4

Contract Concerning _____ (Address of Property) Page 5 of 11 11-08-2021

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 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: (i) Seller shall complete all agreed repairs and treatments prior to the Closing Date; and (ii) all required permits must be obtained, and 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. At Buyer's election, any transferable warranties received by Seller with respect to the repairs and treatments will be transferred to Buyer at Buyer's expense. 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 residential service company [licensed by TREC]. 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

Page
5

(Address of Property)

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: _____

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](#)
- Other (list): _____

23. CONSULT AN ATTORNEY BEFORE SIGNING: TREC rules prohibit real estate license holders from giving legal advice. READ THIS CONTRACT CAREFULLY.

Buyer's Attorney is: _____ Seller's Attorney is: _____

Phone: () _____ Phone: () _____

Fax: () _____ Fax: () _____

E-mail: _____ E-mail: _____



ADDENDUM CONTAINING NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO _____, TEXAS CONCERNING THE FOLLOWING PROPERTY



(insert property address)

As the purchaser of the real property described above, you are obligated to pay assessments to _____, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within _____ (the "District") created under _____

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from _____. The exact amount of each annual installment will be approved each year by _____ in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from _____

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

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

The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

Signature of Buyer _____ Date _____ Signature of Buyer _____ Date _____



This form has been approved by the Texas Real Estate Commission for use with similarly approved or promulgated contract forms. Such approval relates to this form only. 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 suitable 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. 53-0.

**Here is the information from Texas Realtors
on the new 50-3 form and when it is needed**

<https://www.texasrealestate.com/wp-content/uploads/LegalMemo2021PIDNotice.pdf>

Be sure that you are using these 3 checklists with your buyers / sellers (on our Agents Only web page)



BUYER'S CHECKLIST

Date	Task
	Received copy of Pre-Approval Letter from lender
	Send IABS form to Buyer and have an initialed copy on file
	Send "Buying A Home – What You Can Expect" form to Buyer
	Counsel Buyer to be sure they know your expectations / availability
	Set up a custom search portal in MLS for the buyer with auto email
	Send MLS 360 copy, disclosures and CMA for each showing
	Discuss & Explain the offer pros and cons before submitting it
	Read the "Agent Remarks" and verified the commission being offered
	Verify that contract and addenda are accurate and complete
	Received EXECUTED contract and verified execution date is on it
	Send copies of executed contract to buyer, lender & title company
	Verify that Earnest Money & Option Fee were delivered to title co.
	Verify that Home Inspection was scheduled and Completed
	Submit Amendment before Option Period expires (if necessary)
	Verify that Appraisal and Survey have been ordered (if necessary)
	Set up closing appointment that is convenient for all
	Verify that Home Warranty has been ordered (if necessary)
	Remind Buyer about setting up utilities for day of closing
	Send signed "Commission Disbursement Authorization Form" (verify math)
	Get "Walk-Through & Acceptance Form" signed by buyer
	Verify "Final Closing Disclosure" numbers for accuracy
	Remind Buyer to bring license for Notary
	Remind Buyer that closing funds must be "Wired or Certified Funds"
	Obtain closing gift / thank you card or other gesture
	Attend Closing and verify funding for keys and access for Buyer
	Submit this form to Broker within 24 hours of closing date

Agent: _____ Date: _____

Client Names: _____

Property Address: _____



LISTING CHECKLIST

This form to be completed and kept on file for all MLS listings

ADDRESS: _____ MLS # _____

	CMA of area properties completed and explained to client
	Tour of home & property with suggestions to seller (repairs, painting, storage)
	Listing Agreement completed and signed by you and the client
	MLS Listing Data Sheet completed
	List of Exclusions (if any)
	Any leases on the home? Tenants, Security Systems, Solar Panels, etc
	Seller's Additional Information Form (updates, floorplan, warranties, utilities)
	Sellers Disclosure Notice completed by seller
	Other Required Disclosures (LBP, MUD, HOA, Leases, etc)
	Copy of Survey, T-47 Affidavit (if available)
	At least 12 photographs taken (Virtual Tour if applicable)
	Lock Box installed with keys inside (record lock box serial # on file)
	Yard Sign installed
	Listing Flyers completed (or use a QR Code on the sign)
	Talking House or website or phone # with home information (if desired)
	All Disclosures uploaded into DOCS on MLS
	Survey & T-47 uploaded into DOCS on MLS (if available)
	Photos uploaded and arranged in order on MLS
	MLS listing ACTIVE and printout of MLS Agent Full sheet
	Proofread all information on MLS listing and had seller give approval
	Entered all listing data and contact information on ShowingTime Website
	Emailed Dave Turnquist a .PDF copy of all documents listed above
	Turned a signed copy of this form in to Dave Turnquist with all boxes checked

AGENT SIGNATURE _____ DATE _____

(713) 894-9436 Office Dave@SanJacintoProperties.com

Updated June 2021



SELLER'S CHECKLIST

Date	Task
	Review offers and discuss pros and cons with seller
	Verify contract and calculations are correct & addenda attached
	Send EXECUTED contract to Buyer's Agent, Lender, Title Co, and Seller
	Change MLS to OP or PS or P
	Verify Home Inspection day and time and that all utilities are still on
	Discuss any amendment that comes in with the seller
	Send executed amendment to all parties involved (if needed)
	Send completed "Seller's Information for Title Company" form to title
	Change MLS to PS or P
	Review Title Commitment for any issues that could delay closing
	Verify that any repairs in the amendment have been completed
	Verify that appraisal has been ordered
	Verify that survey has been ordered (if necessary)
	Set up closing appointment that is convenient for all
	Remind seller about cancelling utilities & insurance on closing day
	Send signed "Commission Disbursement Authorization Form" (verify math)
	Remind seller to leave the home clean and in move-in condition
	Verify "Final Closing Disclosure" numbers for accuracy
	Remind seller to bring license for Notary
	Remind seller to bring all keys, remotes and passwords / pins
	Remind seller to have bank routing instructions with them at closing
	Obtain closing gift / thank you card or other gesture
	Attend Closing and verify funding for keys and access for Buyer
	Change MLS to Sold and remove all signs and lockboxes
	Submit this form to Broker within 24 hours of closing date

Agent: _____ Date: _____

Client Names: _____

Property Address: _____

With the market starting to slow down a bit, it is more important now than ever before that you reach out to your circle of family, friends, co-workers, neighbors, and social media friends to remind them what you do and that you are here to help them, even if it's just to answer a question they may have. There is a lot of competition out there and if you aren't marketing yourself, someone else is and will take clients away from you that you thought were a lock.

Stay informed on what your neighborhood market is doing and run quarterly and monthly sales data so that you are prepared when a neighbor or friend asks what is going on in your neighborhood.

Keep your door magnets on your car and wear your name badge as often as possible.

Look for FSBO's and check the MLS for EXPIRED listings every day (they are starting to appear again).

Don't forget about the LEASE market. Know what is available around you

Check up on neighborhood Facebook pages to see what your neighbors are talking about. Offer valuable information, even if it's not real estate related. They need to remember your name and that you helped them.

If you are too busy to work with someone needing an agent, don't just blow them off, contact one of our other agents at San Jacinto Properties and refer the client to them. You will still get a referral fee and the commission stays with us and not some other brokerage

8 Things to Remember to keep us ALL out of trouble

- 1) Always send me copies of all contracts, addenda, notices, amendments, etc
- 2) Never write any personal property into a contract (furniture, refrigerators, etc). Always use a Non-Realty Items Addendum
- 3) Make sure you have added the Option Period days and amount into the contract in Paragraph 5
- 4) Make sure if an addendum is needed that it is included (MUD, HOA, LBP, Appraisal Contingency, etc). Just because the listing agent didn't load it into DOCS doesn't mean it isn't required
- 5) USE THE CHECKLISTS WE HAVE IN PLACE
- 6) Send me your CDA at least 3 days prior to closing. If you don't get it back the same day, TEXT ME and let me know
- 7) If you represent the Seller and the Buyer in the same transaction I need to know immediately. We must have the INTERMEDIARY NOTIFICATION signed by both parties and I will assign one of our other agents to work with your buyer (for a referral fee only, not the full commission). You cannot be an intermediary yourself, only the broker can be an intermediary. Once we are in Intermediary Status you cannot talk to the other client anymore, only I can or the other agent I assigned can.
- 8) If you are unsure of what to do in a situation CALL ME. I don't know all the answers but I know a lot of them and if I am unsure myself I'll call my attorney or TREC for guidance on how to proceed. Sometimes there isn't an easy solution and we have to use special provisions or an amendment to correct or address an issue.

As many of you know, I am a huge University of Houston football fan and we tailgate at all the home games. Any of you that want tickets and to tailgate with our Coog Brewing Tailgaters crew let me know. I will get you FREE tickets and you will have a great time at the tailgate before the game as well. The invitation is open to you and your family

COOG

BREWING
TAILGATE



OCTOBER 23rd
vs East Carolina

October 30th
vs SMU

**Whose
House?
Coog's
House!**



November 19th
vs Memphis

Send me an email in the next 7 days that says you have reviewed the October 2021 Agent Training slideshow. If I don't receive an email from you I will assume you did not review the slideshow and will contact you again.

Dave@SanJacintoProperties.com