

# Buyer Forms and Addenda (Most Commonly Used)





PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

11-07-2022



**THIRD PARTY FINANCING ADDENDUM**

TO CONTRACT CONCERNING THE PROPERTY AT

\_\_\_\_\_  
 (Street Address and City)

**1. TYPE OF FINANCING AND DUTY TO APPLY AND OBTAIN APPROVAL:** Buyer shall apply promptly for all financing described below and make every reasonable effort to obtain approval for the financing, including but not limited to furnishing all information and documents required by Buyer's lender. (Check applicable boxes):

- A. CONVENTIONAL FINANCING:**
  - (1) A first mortgage loan in the principal amount of \$ \_\_\_\_\_ (excluding any financed PMI premium), due in full in \_\_\_\_\_ year(s), with interest not to exceed \_\_\_\_\_% per annum for the first \_\_\_\_\_ year(s) of the loan with Origination Charges as shown on Buyer's Loan Estimate for the loan not to exceed \_\_\_\_\_% of the loan.
  - (2) A second mortgage loan in the principal amount of \$ \_\_\_\_\_ (excluding any financed PMI premium), due in full in \_\_\_\_\_ year(s), with interest not to exceed \_\_\_\_\_% per annum for the first \_\_\_\_\_ year(s) of the loan with Origination Charges as shown on Buyer's Loan Estimate for the loan not to exceed \_\_\_\_\_% of the loan.
- B. TEXAS VETERANS LOAN:** A loan(s) from the Texas Veterans Land Board of \$ \_\_\_\_\_ for a period in the total amount of \_\_\_\_\_ years at the interest rate established by the Texas Veterans Land Board.
- C. FHA INSURED FINANCING:** A Section \_\_\_\_\_ FHA insured loan of not less than \$ \_\_\_\_\_ (excluding any financed MIP), amortizable monthly for not less than \_\_\_\_\_ years, with interest not to exceed \_\_\_\_\_% per annum for the first \_\_\_\_\_ year(s) of the loan with Origination Charges as shown on Buyer's Loan Estimate for the loan not to exceed \_\_\_\_\_% of the loan.
- D. VA GUARANTEED FINANCING:** A VA guaranteed loan of not less than \$ \_\_\_\_\_ (excluding any financed Funding Fee), amortizable monthly for not less than \_\_\_\_\_ years, with interest not to exceed \_\_\_\_\_% per annum for the first \_\_\_\_\_ year(s) of the loan with Origination Charges as shown on Buyer's Loan Estimate for the loan not to exceed \_\_\_\_\_% of the loan.
- E. USDA GUARANTEED FINANCING:** A USDA-guaranteed loan of not less than \$ \_\_\_\_\_ (excluding any financed Funding Fee), amortizable monthly for not less than \_\_\_\_\_ years, with interest not to exceed \_\_\_\_\_% per annum for the first \_\_\_\_\_ year(s) of the loan with Origination Charges as shown on Buyer's Loan Estimate for the loan not to exceed \_\_\_\_\_% of the loan.
- F. REVERSE MORTGAGE FINANCING:** A reverse mortgage loan (also known as a Home Equity Conversion Mortgage loan) in the original principal amount of \$ \_\_\_\_\_ (excluding any financed PMI premium or other costs), with interest not to exceed \_\_\_\_\_% per annum for the first \_\_\_\_\_ year(s) of the loan with Origination Charges as shown on Buyer's Loan Estimate for the loan not to exceed \_\_\_\_\_% of the loan. The reverse mortgage loan  will  will not be an FHA insured loan.
- G. OTHER FINANCING:** A loan not of a type described above from \_\_\_\_\_ (name of lender) in the principal amount of \$ \_\_\_\_\_ due in \_\_\_\_\_ year(s), with interest not to exceed \_\_\_\_\_% per annum for the first \_\_\_\_\_ year(s) of the loan with Origination Charges not to exceed \_\_\_\_\_% of the loan. Buyer  does  does not waive all rights to terminate the contract under Paragraph 2B of this addendum for the loan described in this paragraph.

**2. APPROVAL OF FINANCING:** Approval for the financing described above will be deemed to have been obtained when Buyer Approval and Property Approval are obtained. **Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

Use this form when the buyer is purchasing a home and will be financing / getting a mortgage on the home. The amount being financed should always match what is in paragraph 3B of the sales contract

If the buyer is using a CONVENTIONAL LOAN, check box 1 and (a) and fill in the blanks. Most will be 30 years. Check with the lender to find out what rate the buyer has qualified for.

Origination Fees should be 1%-2% Max

If the buyer is using any other type of loan (Usually FHA or VA) then check the appropriate box and fill in the blanks .

**Initials**

Third Party Financing Addendum Concerning

(Address of Property)

**A. BUYER APPROVAL (Check one box only):**

This contract is subject to Buyer obtaining Buyer Approval. If Buyer cannot obtain Buyer Approval, Buyer may give written notice to Seller within \_\_\_\_\_ days after the effective date of this contract and this contract will terminate and the earnest money shall be refunded to Buyer. If Buyer does not obtain Buyer Approval, this contract shall no longer be subject to the Buyer obtaining Buyer Approval. Buyer Approval will be deemed to have been obtained when (i) the terms of the loan(s) described above are available and (ii) lender determines that Buyer has satisfied all of lender's requirements related to Buyer's assets, income and credit history.

This contract is not subject to Buyer obtaining Buyer Approval.

**B. PROPERTY APPROVAL:** If Buyer's lender determines that the Property does not satisfy lender's underwriting requirements for the loan (including but not limited to appraisal, insurability, and lender required repairs) Buyer, not later than 3 days before the Closing Date, may terminate this contract by giving Seller: (i) notice of termination; and (ii) a copy of a written statement from the lender setting forth the reason(s) for lender's determination. If Buyer terminates under this paragraph, the earnest money will be refunded to Buyer. If Buyer does not terminate under this paragraph, Property Approval is deemed to have been obtained.

**3. SECURITY:** If required by Buyer's lender, each note for the financing described above must be secured by vendor's and deed of trust liens.

**4. FHA/VA REQUIRED PROVISION:** If the financing described above involves FHA insured or VA financing, it is expressly agreed that, notwithstanding any other provision of this contract, the purchaser (Buyer) shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise: (i) unless the Buyer has been given in accordance with HUD/FHA or VA requirements a written statement issued by the Federal Housing Commissioner, Department of Veterans Affairs, or Direct Endorsement Lender setting forth the reasons for the denial of the loan; or (ii) if the contract purchase price is less than the reasonable value of the Property established by the Department of Veterans Affairs. The 3-day notice of termination requirements in 2.B. does not apply to this Paragraph 4.

**A.** The Buyer shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation or the reasonable value established by the Department of Veterans Affairs.

**B.** If FHA financing is involved, the appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value or the condition of the Property. The Buyer should satisfy himself/herself that the price and the condition of the Property are acceptable.

**C.** If VA financing is involved and if Buyer elects to complete the purchase at an amount in excess of the reasonable value established by the VA, Buyer shall pay such excess amount in cash from a source which Buyer agrees to disclose to the VA and which Buyer represents will not be from borrowed funds except as approved by VA. If VA reasonable value of the Property is less than the Sales Price, Seller may reduce the Sales Price to an amount equal to the VA reasonable value and the sale will be closed at the lower Sales Price with proportionate adjustments to the down payment and the loan amount.

**5. AUTHORIZATION TO RELEASE INFORMATION:**

**A.** Buyer authorizes Buyer's lender to furnish to Seller or Buyer or their representatives information relating to the status of the approval for the financing.

**B.** Seller and Buyer authorize Buyer's lender, title company, and Escrow Agent to disclose and furnish a copy of the closing disclosures and settlement statements to the parties' respective brokers and sales agents provided under Broker Information.

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Seller



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It is unlikely you would check the box that says the buyer is not subject to approval unless the buyer is using a conventional loan and is using a very large down payment like 50% or more for example.

If the buyer is using an FHA or VA loan, the SALES PRICE must be entered here. This section does not apply to conventional loans

Buyer signature and Seller signature. (make sure they both initialed the bottom of page 1 too)



# TREC 39-9 - Amendment



PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

11-07-2022



## AMENDMENT TO CONTRACT CONCERNING THE PROPERTY AT

\_\_\_\_\_  
(Street Address and City)

Seller and Buyer amend the contract as follows: (check each applicable box)

- (1) The Sales Price in Paragraph 3 of the contract is:
  - A. Cash portion of Sales Price payable by Buyer at closing ..... \$ \_\_\_\_\_
  - B. Sum of financing described in the contract..... \$ \_\_\_\_\_
  - C. Sales Price (Sum of A and B) ..... \$ \_\_\_\_\_
- (2) In addition to any repairs and treatments otherwise required by the contract, Seller, at Seller's expense, shall complete the following repairs and treatments: (Notice: Paragraph 7 of the contract governs the completion, delivery of documentation, and transfer of warranties of repairs and treatments.)  
\_\_\_\_\_  
\_\_\_\_\_
- (3) The date in Paragraph 9 of the contract is changed to \_\_\_\_\_, 20\_\_\_\_\_.
- (4) The amount in Paragraph 12A(1)(b) of the contract is changed to \$ \_\_\_\_\_.
- (5) The cost of lender required repairs and treatment, as itemized on the attached list, will be paid as follows: \$ \_\_\_\_\_ by Seller; \$ \_\_\_\_\_ by Buyer.
- (6) Buyer has paid Seller an additional Option Fee of \$ \_\_\_\_\_ for an extension of the unrestricted right to terminate the contract on or before 5:00 p.m. on \_\_\_\_\_, 20\_\_\_\_\_. This additional Option Fee  will  will not be credited to the Sales Price.
- (7) Buyer waives the unrestricted right to terminate the contract for which the Option Fee was paid.
- (8) The date for Buyer to give written notice to Seller that Buyer cannot obtain Buyer Approval as set forth in the Third Party Financing Addendum is changed to \_\_\_\_\_, 20\_\_\_\_\_.
- (9) **Other Modifications:** (Real estate brokers and sales agents are prohibited from practicing law.)  
\_\_\_\_\_  
\_\_\_\_\_

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

EXECUTED the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_. (BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

Buyer	Seller
Buyer	Seller



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Use this form when making a change to the contract. It is important that you only put the CHANGES on the amendment and that you don't re-state items that were already addressed and agreed to in the contract.

If the price of the home or the financing amount is changing then check **Box 1** and fill the change out here. If neither is changing then leave this blank

**If the buyer is asking for repairs to be made check Box 2 and list the repairs here. Be specific!!!**



If the closing date is being changed, check **Box 3** and write in the new date

**If there is a CHANGE in the amount the seller is contributing towards the Buyer's closing costs check Box 4 and write the NEW AMOUNT**

Once again, **DO NOT check any boxes or fill in any blanks on this form unless you are CHANGING that specific issue.**

# TREC 38-7 – Notice of Buyer’s Termination of Contract

Use this form when the Buyer is going to terminate the contract based on one of the criteria listed on this form.

 PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC) 02-19-2021  
  
**NOTICE OF BUYER'S TERMINATION OF CONTRACT**  
CONCERNING THE CONTRACT FOR THE SALE OF THE PROPERTY AT

\_\_\_\_\_  
(Street Address and City)

BETWEEN THE UNDERSIGNED BUYER AND \_\_\_\_\_ (SELLER)

Buyer notifies Seller that the contract is terminated pursuant to the following:


- (1) The unrestricted right of Buyer to terminate the contract under Paragraph 5 of the contract.
- (2) Buyer cannot obtain Buyer Approval in accordance with the Third Party Financing Addendum to the contract.
- (3) The Property does not satisfy Property Approval in accordance with the Third Party Financing Addendum to the contract. Buyer has delivered to Seller lender's written statement setting forth the reason(s) for lender's determination.
- (4) Buyer elects to terminate under Paragraph A of the Addendum for Property Subject to Mandatory Membership in a Property Owners' Association.
- (5) Buyer elects to terminate under Paragraph 7B(2) of the contract relating to the Seller's Disclosure Notice.
- (6) Buyer elects to terminate under Paragraph (3) of the Addendum Concerning Right to Terminate Due to Lender's Appraisal. Buyer has delivered a copy of the Appraisal to Seller.
- (7) Buyer elects to terminate under Paragraph 6.D. of the contract (6.C. for Residential Condominium Contract) because timely objections were not cured by the end of the Cure Period.
- (8) Other (identify the paragraph number of contract or the addendum): \_\_\_\_\_

NOTE: This notice is not an election of remedies. Release of the earnest money is governed by the contract.

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

\_\_\_\_\_  
Buyer Date

\_\_\_\_\_  
Buyer Date

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TREC No. 38-7

Only the SELLER'S NAME goes in this blank. The Buyer is already mentioned



Why is the buyer terminating?  
Check the appropriate reason. Be sure that the reason is valid and meets these conditions too.

Buyer's signature. Notice there is NO SELLER SIGNATURE REQUIRED. The Buyer is notifying the seller of the termination. The seller does not need to approve it.

# TREC 49-1 – Termination Due to Lenders Appraisal

Use this form when the Buyer is using a CONVENTIONAL loan and the buyer wants to be able to back out of the contract if the home does not meet appraisal of the sales price

PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC) 11-15-18

 **ADDENDUM CONCERNING RIGHT TO TERMINATE DUE TO LENDER'S APPRAISAL**   
*Use only if the Third Party Financing Addendum is attached to the contract and the transaction does not involve FHA insured or VA guaranteed financing*

**CONCERNING THE PROPERTY AT:** \_\_\_\_\_  
(Street Address and City)

The financing described in the Third Party Financing Addendum attached to the contract for the sale of the above-referenced Property does not involve FHA or VA financing. (Check one box only)

(1) **WAIVER.** Buyer waives Buyer's right to terminate the contract under Paragraph 2B of the Third Party Financing Addendum if Property Approval is not obtained because the opinion of value in the appraisal does not satisfy lender's underwriting requirements.

If the lender reduces the amount of the loan due to the opinion of value, the cash portion of Sales Price is increased by the amount the loan is reduced due to the appraisal.

(2) **PARTIAL WAIVER.** Buyer waives Buyer's right to terminate the contract under Paragraph 2B of the Third Party Financing Addendum if:

(i) Property Approval is not obtained because the opinion of value in the appraisal does not satisfy lender's underwriting requirements; and

(ii) the opinion of value is \$ \_\_\_\_\_ or more.

If the lender reduces the amount of the loan due to the opinion of value, the cash portion of Sales Price is increased by the amount the loan is reduced due to the appraisal.

(3) **ADDITIONAL RIGHT TO TERMINATE.** In addition to Buyer's right to terminate under Paragraph 2B of the Third Party Financing Addendum, Buyer may terminate the contract within \_\_\_\_\_ days after the Effective Date if:

(i) the appraised value, according to the appraisal obtained by Buyer's lender, is less than \$ \_\_\_\_\_; and

(ii) Buyer delivers a copy of the appraisal to the Seller.


If Buyer terminates under this paragraph, the earnest money will be refunded to Buyer.

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Seller

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TREC NO. 49-1

Property Address

Does the buyer want to: A) buy the house regardless of the appraisal B) buy the house if it appraises for at least \$ ??? or C) Terminate if it does not appraise for at least \$ ???

Both the Buyer and Seller must sign this form

# TXR 1904 – Release of Earnest Money



## RELEASE OF EARNEST MONEY

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.  
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### RELEASE OF EARNEST MONEY BETWEEN THE UNDERSIGNED BUYER AND SELLER CONCERNING THE PROPERTY AT

**NOTICE:** This form provides for the release of the parties, brokers, and title companies from all liability under the contract (not just for disbursement of earnest money). Do not sign this form if it is not your intention to release all the persons signing this form from all liability under the contract. **READ THIS RELEASE CAREFULLY.** If you do not understand the effect of this release, consult your attorney **BEFORE** signing.

A. The undersigned Buyer and Seller release each other, any broker, title company, and escrow agent from any and all liability under the aforementioned contract.

B. The undersigned direct \_\_\_\_\_ **Title Company** \_\_\_\_\_ (escrow agent) to disburse the earnest money as follows:

\$ **Amount** to **Who gets the money**  
\$ \_\_\_\_\_ to \_\_\_\_\_  
\$ \_\_\_\_\_ to \_\_\_\_\_  
\$ \_\_\_\_\_ to \_\_\_\_\_

Buyer \_\_\_\_\_ Date \_\_\_\_\_ Seller \_\_\_\_\_ Date \_\_\_\_\_

Buyer \_\_\_\_\_ Date \_\_\_\_\_ Seller \_\_\_\_\_ Date \_\_\_\_\_  
Address: \_\_\_\_\_ Address: \_\_\_\_\_

**Buyer, Seller and BOTH agents must sign**

Other/Cooperating Broker \_\_\_\_\_ Broker Listing/Principal Broker \_\_\_\_\_

By \_\_\_\_\_ Date \_\_\_\_\_ By \_\_\_\_\_ Date \_\_\_\_\_

Address: \_\_\_\_\_ Address: \_\_\_\_\_

Use this form when the contract has been terminated and the earnest money needs to be released to either the seller or the buyer. It requires the signatures of the Buyer, Seller and both Brokers as well.

Usually the Buyer receives the earnest money back after turning in the Termination of Contract form but it is possible that the Buyer breached the contract in some way and has thus forfeited the earnest money.

It is important to note that occasionally there is a dispute between the Buyer and Seller as to who should get the earnest money. Both must agree or the Title Company will not release the funds. It is possible to split the money. If an agreement cannot be met, mediation may be necessary.



# TREC 28-2 Environmental Addendum



PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

12-05-11



## ENVIRONMENTAL ASSESSMENT, THREATENED OR ENDANGERED SPECIES, AND WETLANDS ADDENDUM

### TO CONTRACT CONCERNING THE PROPERTY AT

(Address of Property)

- A. ENVIRONMENTAL ASSESSMENT: Buyer, at Buyer's expense, may obtain an environmental assessment report prepared by an environmental specialist.
- B. THREATENED OR ENDANGERED SPECIES: Buyer, at Buyer's expense, may obtain a report from a natural resources professional to determine if there are any threatened or endangered species or their habitats as defined by the Texas Parks and Wildlife Department or the U.S. Fish and Wildlife Service.
- C. WETLANDS: Buyer, at Buyer's expense, may obtain a report from an environmental specialist to determine if there are wetlands, as defined by federal or state law or regulation.

Within \_\_\_\_\_ days after the effective date of the contract, Buyer may terminate the contract by furnishing Seller a copy of any report noted above that adversely affects the use of the Property and a notice of termination of the contract. Upon termination, the earnest money will be refunded to Buyer.

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Seller



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Use this form if the buyer wants to have the property tested / inspected for environmental issues such as toxic chemicals in the water or soil. Also, to see if there are any threatened or endangered species on the property that could cause the buyer not to be able to use the property as they wish. Finally, to check if the property contains wetlands which may be protected and not allow the buyer to use the property as they wish.



# TREC OP-L Lead Based Paint Addendum



APPROVED BY THE TEXAS REAL ESTATE COMMISSION

12-05-11

## ADDENDUM FOR SELLER'S DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS AS REQUIRED BY FEDERAL LAW



CONCERNING THE PROPERTY AT \_\_\_\_\_  
(Street Address and City)

**A. LEAD WARNING STATEMENT:** "Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-paint hazards is recommended prior to purchase."

**NOTICE: Inspector must be properly certified as required by federal law.**

**B. SELLER'S DISCLOSURE:**

1. PRESENCE OF LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS (check one box only):
- (a) Known lead-based paint and/or lead-based paint hazards are present in the Property (explain): \_\_\_\_\_
  - (b) Seller has no actual knowledge of lead-based paint and/or lead-based paint hazards in the Property.
2. RECORDS AND REPORTS AVAILABLE TO SELLER (check one box only):
- (a) Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the Property (list documents): \_\_\_\_\_
  - (b) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Property.

**C. BUYER'S RIGHTS (check one box only):**

- 1. Buyer waives the opportunity to conduct a risk assessment or inspection of the Property for the presence of lead-based paint or lead-based paint hazards.
- 2. Within ten days after the effective date of this contract, Buyer may have the Property inspected by inspectors selected by Buyer. If lead-based paint or lead-based paint hazards are present, Buyer may terminate this contract by giving Seller written notice within 14 days after the effective date of this contract, and the earnest money will be refunded to Buyer.

**D. BUYER'S ACKNOWLEDGMENT (check applicable boxes):**

- 1. Buyer has received copies of all information listed above.
- 2. Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*.

**E. BROKERS' ACKNOWLEDGMENT:** Brokers have informed Seller of Seller's obligations under 42 U.S.C. 4852d to: (a) provide Buyer with the federally approved pamphlet on lead poisoning prevention; (b) complete this addendum; (c) disclose any known lead-based paint and/or lead-based paint hazards in the Property; (d) deliver all records and reports to Buyer pertaining to lead-based paint and/or lead-based paint hazards in the Property; (e) provide Buyer a period of up to 10 days to have the Property inspected; and (f) retain a completed copy of this addendum for at least 3 years following the sale. Brokers are aware of their responsibility to ensure compliance.

**F. CERTIFICATION OF ACCURACY:** The following persons have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____ Buyer	_____ Date	_____ Seller	_____ Date
_____ Buyer	_____ Date	_____ Seller	_____ Date
_____ Other Broker	_____ Date	_____ Listing Broker	_____ Date



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TREC NO. OP-L

Property Address

Seller fills in this portion of the form

Does the buyer want to have the home inspected for Lead Based Paint or not?

Has the buyer received the reports (if any) from the seller? Has the buyer received a copy of the required Lead Based Paint Disclosure Pamphlet that explains the dangers of lead based paint?

Buyer, Seller and BOTH AGENTS must sign and date this form

# TREC 10-6 – Addendum For Sale Of Other Property By Buyer



## ADDENDUM FOR SALE OF OTHER PROPERTY BY BUYER

TO CONTRACT CONCERNING THE PROPERTY AT

4321 Main Street, Houston, TX 77001  
(Address of Property)

A. The contract is contingent upon Buyer's receipt of the proceeds from the sale of Buyer's property at 777 Lucky Way (Address) on or before October 19, 2013 (the Contingency Date). If the Contingency is not satisfied or waived by Buyer by the above date, the contract will terminate automatically and the earnest money will be refunded to Buyer.

NOTICE: The date inserted in this Paragraph should be no later than the Closing Date specified in Paragraph 9 of the contract.

B. If Seller accepts a written offer to sell the Property, Seller shall notify Buyer (1) of such acceptance AND (2) that Seller requires Buyer to waive the Contingency. Buyer must waive the Contingency on or before the 3rd day after Seller's notice to Buyer; otherwise the contract will terminate automatically and the earnest money will be refunded to Buyer.

C. Buyer may waive the Contingency only by notifying Seller of the waiver and depositing \$ 1,000.00 with escrow agent as additional earnest money. All notices and waivers must be in writing and are effective when delivered in accordance with the contract.

D. If Buyer waives the Contingency and fails to close and fund solely due to Buyer's non-receipt of proceeds from Buyer's sale of the Property described in Paragraph A, Buyer will be in default. If such default occurs, Seller may exercise the remedies specified in Paragraph 15 of the contract.

E. For purposes of this Addendum time is of the essence; strict compliance with the times for performance stated herein is required.

Buyer  
Bill Buyer

Seller  
Sam Seller

Buyer

Seller  
Sally Seller

Use this form when the Buyer has to sell his existing home before he can buy the home on the contract, thus the sale is CONTINGENT upon the sale of another property.

The Buyer's existing home and when he must sell it by

If the Seller accepts another offer after the contingency offer was made, the Buyer with the contingency offer has X # of days to waive the contingency or the contract automatically terminates and he gets his earnest money back. If the Buyer waives the contingency he will also be expected to put down additional earnest money.

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 licensed real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transaction. It is not suitable for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 512-938-3500 (<http://www.trec.texas.gov>) TREC No. 10-6. This form replaces TREC No. 10-6.

# TREC 11-7 – Addendum For Back-Up Contract



PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

12-05-2011

## ADDENDUM FOR "BACK-UP" CONTRACT

TO CONTRACT CONCERNING THE PROPERTY AT

4321 Main Street, Houston, TX 77001  
(Address of Property)

- A. The contract to which this Addendum is attached (the Back-Up Contract) is binding upon execution by the parties, and the earnest money and any Option Fee must be paid as provided in the Back-Up Contract. The Back-Up Contract is contingent upon the termination of a previous contract (the First Contract) dated September 15, 2013, for the sale of Property. Except as provided by this Addendum, neither party is required to perform under the Back-Up Contract while it is contingent upon the termination of the First Contract.
- B. If the First Contract does not terminate on or before October 31, 2013, the Back-Up Contract terminates and the earnest money will be refunded to Buyer. Seller must notify Buyer immediately of the termination of the First Contract. For purposes of performance, the effective date of the Back-Up Contract changes to the date Buyer receives notice of termination of the First Contract (Amended Effective Date).
- C. An amendment or modification of the First Contract will not terminate the First Contract.
- D. If Buyer has the unrestricted right to terminate the Back-Up Contract, the time for giving notice of termination begins on the effective date of the Back-Up Contract, continues after the Amended Effective Date and ends upon the expiration of Buyer's unrestricted right to terminate the Back-Up Contract.
- E. For purposes of this Addendum, time is of the essence. Strict compliance with the times for performance stated herein is required.

Buyer  
Bill Buyer

Seller  
Sam Seller

Buyer

Seller  
Sally Seller

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Use this form if a Buyer want to place a contract on a property but there is already an existing contract on the property that has been executed. The 2<sup>nd</sup> contract will be the "Back-Up"

The date the first contract was accepted by the seller

The date that this contingency offer terminates if the first contract does not terminate before this date



PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC) 08-08-2022  
(NOTICE: For use only when BUYER occupies the property for no more than 90 days PRIOR to the closing)

 **BUYER'S TEMPORARY RESIDENTIAL LEASE** 

**1. PARTIES:** The parties to this Lease are \_\_\_\_\_  
(Landlord) and \_\_\_\_\_ (Tenant).

**2. LEASE:** Landlord leases to Tenant the Property described in the Contract between Landlord as Seller and Tenant as Buyer known as \_\_\_\_\_ (address).

**3. TERM:** The term of this Lease commences \_\_\_\_\_ and terminates as specified in Paragraph 18.

**4. RENTAL:** Rental will be \$ \_\_\_\_\_ per day. Upon commencement of this Lease, Tenant shall pay to Landlord the full amount of rental of \$ \_\_\_\_\_ for the anticipated term of the Lease (commencement date to the Closing Date specified in Paragraph 9 of the Contract). If the actual term of this Lease differs from the anticipated term, any additional rent or reimbursement will be paid at closing. No portion of the rental will be applied to payment of any items covered by the Contract.

**5. DEPOSIT:** Tenant has paid to Landlord \$ \_\_\_\_\_ as a deposit to secure performance of this Lease by Tenant. If this Lease is terminated before the Closing Date, Landlord may use the deposit to satisfy Tenant's obligations under this Lease. Landlord shall refund to Tenant any unused portion of the deposit together with an itemized list of all deductions from the deposit within 30 days after Tenant (a) surrenders possession of the Property and (b) provides Landlord written notice of Tenant's forwarding address. If this Lease is terminated by the closing and funding of the sale of the Property, the deposit will be refunded to Tenant at closing and funding.  
**NOTICE:** The deposit must be in addition to the earnest money under the Contract.

**6. UTILITIES:** Tenant shall pay all utility connections, deposits and charges except \_\_\_\_\_, which Landlord shall pay.

**7. USE OF PROPERTY:** Tenant may use the Property only for residential purposes. Tenant may not assign this Lease or sublet any part of the Property.

**8. PETS:** Tenant may not keep pets on the Property except \_\_\_\_\_.

**9. CONDITION OF PROPERTY:** Tenant accepts the Property in its present condition and state of repair, but Landlord shall make all repairs and improvements required by the Contract. If this Lease is terminated prior to closing, Tenant shall surrender possession of the Property to Landlord in its present condition, as improved by Landlord, except normal wear and tear and any casualty loss.

**10. ALTERATIONS:** Tenant may not: (a) make any holes or drive nails into the woodwork, floors, walls or ceilings (b) alter, paint or decorate the Property or (c) install improvements or fixtures without the prior written consent of Landlord. Any improvements or fixtures placed on the Property during the Lease become a part of the Property.

**11. SPECIAL PROVISIONS:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**12. INSPECTIONS:** Landlord may enter at reasonable times to inspect, replace, repair or complete the improvements. Tenant shall provide Landlord door keys and access codes to allow access to the Property during the term of the Lease.

**13. LAWS:** Tenant shall comply with all applicable laws, restrictions, ordinances, rules and regulations with respect to the Property.

**14. REPAIRS AND MAINTENANCE:** Except as otherwise provided in this Lease, Tenant shall bear all expense of repairing, replacing and maintaining the Property, including but not limited to the yard, trees, shrubs, and all equipment and appliances, unless otherwise required by the Texas Property Code. Tenant shall promptly repair at Tenant's expense any damage to the Property caused directly or indirectly by any act or omission of the Tenant or any person other than the Landlord, Landlord's agents or invitees.

Initialed for identification by Landlord \_\_\_\_\_ and Tenant \_\_\_\_\_ TREC NO. 16-6

Use this form when the Buyer is going to move in to the home BEFORE the closing date. These forms are intended for short lease periods of a few days to a few weeks (Maximum of 90 Days)

- Name of Seller (Landlord)
- Name of Buyer (Tenant)
- Address of the property
- \$ Rent per day
- \$ Deposit (if required)
- Who is paying utilities?
- Are pets allowed?

- 15. **INDEMNITY:** Tenant indemnifies Landlord from the claims of all third parties for injury or damage to the person or property of such third party arising from the use or occupancy of the Property by Tenant. This indemnification includes attorney's fees, costs and expenses incurred by Landlord.
- 16. **INSURANCE:** Landlord and Tenant shall each maintain such insurance on the contents and Property as each party may deem appropriate during the term of this Lease. **NOTE: CONSULT YOUR INSURANCE AGENT; POSSESSION OF THE PROPERTY BY BUYER AS TENANT MAY CHANGE INSURANCE POLICY COVERAGE.**
- 17. **DEFAULT:** If Tenant fails to perform or observe any provision of this Lease and fails, within 24 hours after notice by Landlord, to commence and diligently pursue to remedy such failure, Tenant will be in default.
- 18. **TERMINATION:** This Lease terminates upon (a) closing and funding of the sale under the Contract, (b) termination of the Contract prior to closing, (c) Tenant's default under this Lease, or (d) Tenant's default under the Contract, whichever occurs first. Upon termination other than by closing and funding of the sale, Tenant shall surrender possession of the property.
- 19. **HOLDING OVER:** Any possession by Tenant after termination creates a tenancy at sufferance and will not operate to renew or extend this Lease. Tenant shall pay \$\_\_\_\_\_ per day during the period of any possession after termination as damages, in addition to any other remedies to which Landlord is entitled.
- 20. **ATTORNEY'S FEES:** The prevailing party in any legal proceeding brought under or with respect to this Lease is entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.
- 21. **SMOKE ALARMS:** The Texas Property Code requires Landlord to install smoke alarms in certain locations within the Property at Landlord's expense. Tenant expressly waives Landlord's duty to inspect and repair smoke alarms.
- 22. **SECURITY DEVICES:** The requirements of the Texas Property Code relating to security devices do not apply to a residential lease for a term of 90 days or less.
- 23. **LANDLORD'S FLOODPLAIN AND FLOOD NOTICE PURSUANT TO §92.0135, TEXAS PROPERTY CODE:** Landlord has delivered to Tenant Landlord's Floodplain and Flood Notice (TREC NO. 54-0 or other compliant notice).
- 24. **CONSULT YOUR ATTORNEY:** Real estate licensees cannot give legal advice. This Lease is intended to be legally binding. READ IT CAREFULLY. If you do not understand the effect of this Lease, consult your attorney BEFORE signing.
- 25. **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 facsimile or electronic transmission as follows:

To Landlord: \_\_\_\_\_ To Tenant: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ Telephone: (\_\_\_\_) \_\_\_\_\_

Facsimile: (\_\_\_\_) \_\_\_\_\_ Facsimile: (\_\_\_\_) \_\_\_\_\_

E-mail: \_\_\_\_\_ E-mail: \_\_\_\_\_

  
Landlord   
Tenant

  
Landlord   
Tenant

If the contract expires and the Tenant refuses to move out, the Tenant shall pay a daily fee of \$x. This is to protect the seller from a buyer moving in and never buying the house and refusing to leave.



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 licensees. 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. 16-6. This form replaces TREC NO. 16-5.

# TREC OP-M – Non-Realty Items Addendum



APPROVED BY THE TEXAS REAL ESTATE COMMISSION (TREC)  
FOR VOLUNTARY USE

10-10-11

## NON-REALTY ITEMS ADDENDUM

TO CONTRACT CONCERNING THE PROPERTY AT

4321 Main Street, Houston, TX 77001

(Address of Property)

- A. For an additional sum of \$ 500.00 and other and good valuable consideration, Seller shall convey to Buyer at closing the following personal property (specify each item carefully, include description, model numbers, serial numbers, location, and other information):

The stainless steel, side by side Frigidaire refrigerator located in the kitchen

- B. Seller represents and warrants that Seller owns the personal property described in Paragraph A free and clear of all encumbrances.
- C. Seller does not warrant or guarantee the condition or future performance of the personal property conveyed by this document.

Buyer  
Bill Buyer

Seller  
Sam Seller

Buyer

Seller  
Sally Seller

This form has been approved by the Texas Real Estate Commission for voluntary use by its licensees. Copies of TREC rules governing real estate brokers, salesperson and real estate inspectors are available at nominal cost from TREC, Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 512-936-3000 (<http://www.trec.texas.gov>)

Use this form when the seller is leaving items in the house that normally would not stay, such as a refrigerator, washer, dryer, patio furniture, dining room set, etc.

There does not have to be a fee associated with these items. The \$ amount can be \$0 or \$1 as a token or it can be a fair price for the items such as \$500 for a refrigerator,

Non-Realty items belong on THIS FORM and NOT in Special Provisions of the contract



# TXR 1925 – Buyer’s Walk-Through, Confirmation and Acceptance Form



## BUYER'S WALK-THROUGH, CONFIRMATION, AND ACCEPTANCE FORM

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.  
©Texas Association of REALTORS®, Inc. 2022

### CONCERNING THE PROPERTY AT

1376 Halifax Drive, Pasadena, TX 77505

**NOTICE TO BUYER:** The contract provides that the Seller will deliver possession of the Property to the Buyer in its present or required condition, ordinary wear and tear excepted. Before closing, the Buyer should verify that the condition of the Property meets the terms of the contract.

#### A. Inspections:

- (1) The Property was inspected by an inspector or inspectors of Buyer's choice. Buyer has reviewed the inspection report(s).
- (2) Buyer has chosen not to have the Property inspected.

#### B. Reinspections:

- (1) After completion of agreed repairs, the Property was inspected by an inspector or inspectors of Buyer's choice. Buyer has reviewed the inspection report(s).
- (2) Buyer has chosen not to have the Property reinspected.

#### C. Residential Service Contract:

- (1) Buyer has purchased a residential service contract.
- (2) Buyer has chosen not to purchase a residential service contract.

#### D. Before Closing Walk-Through:

- (1) Buyer has walked through and reviewed the Property before closing on July 21, 2023
- (2) Buyer chooses not to walk through or review the Property before closing.

#### E. Sight Unseen:

- (1) Buyer has visited and reviewed the Property in person.
- (2) Buyer chooses not to visit or review the Property in person and is purchasing the Property sight unseen.

#### F. Acceptance:

Buyer accepts the Property in its present condition.

**NOTICE TO BUYER:** The brokers have no knowledge of any defects in the Property other than what has been disclosed in the Seller's Disclosure Notice or other written information the brokers may have provided. The brokers have no duty to inspect the property for unknown defects. It is the Buyer's responsibility to have inspections completed.

Buyer \_\_\_\_\_ Date \_\_\_\_\_ Buyer \_\_\_\_\_ Date \_\_\_\_\_

Use this form right before closing on the home. A walk-through is usually done the day before or the day of the closing to ensure everything is ok with the home and there are no surprises when they move in.

This is also an excellent form to protect yourself from future lawsuits by the Buyer should there be anything wrong with the home. By signing this form the Buyer is acknowledging that they had the home inspected (or were advised to) and that they did a walk-through (or were given the opportunity to by you). They were offered a Home Warranty and that they have seen the inside of the home. This shows that you, as the agent, took steps to verify the condition of the home.

This is a disclosure form to advise the Buyer to have the home inspected by a licensed home inspector to verify the condition of the home.

## CAUTION

U.S. Department of Housing  
and Urban Development  
Federal Housing Administration (FHA)



OMB Approval No: 2582-0028  
(exp. 01/31/2005)

# For Your Protection: Get a Home Inspection

### Why a Buyer Needs a Home Inspection

A home inspection gives the buyer more detailed information about the overall condition of the home prior to purchase. In a home inspection, a qualified inspector takes an in-depth, unbiased look at your potential new home to:

- ✓ Evaluate the physical condition: structure, construction, and mechanical systems;
- ✓ Identify items that need to be repaired or replaced; and
- ✓ Estimate the remaining useful life of the major systems, equipment, structure, and finishes.

### Appraisals are Different from Home Inspections

An appraisal is different from a home inspection. Appraisals are for lenders; home inspections are for buyers. An appraisal is required to:

- ✓ Estimate the market value of a house;
- ✓ Make sure that the house meets FHA minimum property standards/requirements; and
- ✓ Make sure that the property is marketable.

### FHA Does Not Guarantee the Value or Condition of your Potential New Home

If you find problems with your new home after closing, FHA can not give or lend you money for repairs, and FHA can not buy the home back from you. That is why it is so important for you, the buyer, to get an independent home inspection. Ask a qualified home inspector to inspect your potential new home and give you the information you need to make a wise decision.

### Radon Gas Testing

The United States Environmental Protection Agency and the Surgeon General of the United States have recommended that all houses should be tested for radon. For more information on radon testing, call the toll-free National Radon Information Line at 1-800-506-Radon or 1-800-767-7236. As with a home inspection, if you decide to test for radon, you may do so before signing your contract, or you may do so after signing the contract as long as your contract states the sale of the home depends on your satisfaction with the results of the radon test.

### Be an Informed Buyer

It is your responsibility to be an informed buyer. Be sure that what you buy is satisfactory in every respect. You have the right to carefully examine your potential new home with a qualified home inspector. You may arrange to do so before signing your contract, or may do so after signing the contract as long as your contract states that the sale of the home depends on the inspection.



HUD-42084-CN (500)



## CAUTION

Although there is no signature line on this form, you can have the Buyer sign and date the form at the bottom anyway and keep a copy for your records to prove that you advised your Buyer to do this. You CANNOT force a Buyer to get a home inspection, but you can make them sign the form showing that you advised them to do so.



# TREC IABS 1-0 – Information About Brokerage Services



## Information About Brokerage Services

11-2-2015

Texas law requires all real estate license holders to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

### TYPES OF REAL ESTATE LICENSE HOLDERS:

- A **BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- A **SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

### A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

### A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

**AS AGENT FOR OWNER (SELLER/LANDLORD):** The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

**AS AGENT FOR BUYER/TENANT:** The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

**AS AGENT FOR BOTH - INTERMEDIARY:** To act as an intermediary between the parties the broker must first obtain the written agreement of *each party* to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
  - o that the owner will accept a price less than the written asking price;
  - o that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
  - o any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

**AS SUBAGENT:** A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

### TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

**LICENSE HOLDER CONTACT INFORMATION:** This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

_____ Licensed Broker /Broker Firm Name or Primary Assumed Business Name	_____ License No.	_____ Email	_____ Phone
_____ Designated Broker of Firm	_____ License No.	_____ Email	_____ Phone
_____ Licensed Supervisor of Sales Agent/ Associate	_____ License No.	_____ Email	_____ Phone
_____ Sales Agent/Associate's Name	_____ License No.	_____ Email	_____ Phone
_____ Buyer/Tenant/Seller/Landlord Initials			_____ Date

Read the agency disclosure statement from TREC

An explanation to the public about who represents who and what those duties entail. This form is a for INFORMATION purposes and is not a contract or addendum.

A link to this form is required to be on the home page of your website and the link should can also be included in your email signature, HOWEVER that alone does not meet the TREC disclosure standards. You should always get the client/customer to initial the bottom and keep the form on file. Using Digital Signatures is acceptable.



# SUMMARY

Be sure that when an additional form or addendum is required that you include it as part of the contract and that all parties have signed / initialed.

If a form or addendum is added after the fact, be sure everyone involved gets a copy of it. For example, if an amendment is made 10 days after the contract that includes a \$3000 Seller contribution to the Buyer's closing costs, the Title Company and the lender both need copies of that amendment so that the adjustments can be made to their records as well. They cannot make changes if they are not aware of the changes.

Be sure you are using the correct forms and not just adding things into Special Provisions (Paragraph 11) on the contract to save time or because you didn't know the form existed.

Keep copies of the contract and all the additional forms and addenda that were added in case there is a dispute, someone lost their copy, if you are audited or if you are called to court.



Professor Dave Turnquist