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PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

**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.

**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.**

**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 will be refunded to Buyer. If Buyer does not terminate the contract under this provision, the

(Address of Property)

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:** 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 a Direct Endorsement Lender setting forth the appraised value of the Property of not less than \$\_\_\_\_\_ or (ii) if the contract purchase price or cost exceeds 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 Prices, 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 provided in relation to the closing of this sale to the parties' respective brokers and sales agents provided under Broker Information.

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

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**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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**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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## ADDENDUM FOR "BACK-UP" CONTRACT

### TO CONTRACT CONCERNING THE PROPERTY AT

\_\_\_\_\_  
(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 \_\_\_\_\_, 20\_\_\_\_\_, 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 \_\_\_\_\_, 20\_\_\_\_\_, 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

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Seller



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**ADDENDUM FOR  
SALE OF OTHER PROPERTY BY BUYER  
TO CONTRACT CONCERNING THE PROPERTY AT**

\_\_\_\_\_  
(Address of Property)

- A.** The contract is contingent upon Buyer's **receipt of the proceeds** from the sale of Buyer's property at \_\_\_\_\_  
(Address) on or before \_\_\_\_\_, 20\_\_\_\_ (the Contingency). 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 \_\_\_\_\_ 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 \$\_\_\_\_\_ 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 property described in Paragraph A above, 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

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Seller



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**SHORT SALE ADDENDUM****ADDENDUM TO CONTRACT CONCERNING THE PROPERTY AT**

(Street Address and City)

- A. This contract involves a "short sale" of the Property. As used in this Addendum, "short sale" means that:
- (1) Seller's net proceeds at closing will be insufficient to pay the balance of Seller's mortgage loan; and
  - (2) Seller requires:
    - (a) the consent of the lienholder to sell the Property pursuant to this contract; and
    - (b) the lienholder's agreement to:
      - (i) accept Seller's net proceeds in full satisfaction of Seller's liability under the mortgage loan; and
      - (ii) provide Seller an executed release of lien against the Property in a recordable format.
- B. As used in this Addendum, "Seller's net proceeds" means the Sales Price less Seller's Expenses under Paragraph 12 of the contract and Seller's obligation to pay any brokerage fees.
- C. The contract to which this Addendum is attached is binding upon execution by the parties and the earnest money and the Option Fee must be paid as provided in the contract. The contract is contingent on the satisfaction of Seller's requirements under Paragraph A(2) of this Addendum (Lienholder's Consent and Agreement). Seller shall apply promptly for and make every reasonable effort to obtain Lienholder's Consent and Agreement, and shall furnish all information and documents required by the lienholder. Except as provided by this Addendum, neither party is required to perform under the contract while it is contingent upon obtaining Lienholder's Consent and Agreement.
- D. If Seller does not notify Buyer that Seller has obtained Lienholder's Consent and Agreement on or before \_\_\_\_\_, this contract terminates and the earnest money will be refunded to Buyer. Seller must notify Buyer immediately if Lienholder's Consent and Agreement is obtained. For purposes of performance, the effective date of the contract changes to the date Seller provides Buyer notice of the Lienholder's Consent and Agreement (Amended Effective Date).
- E. This contract will terminate and the earnest money will be refunded to Buyer if the Lienholder refuses or withdraws its Consent and Agreement prior to closing and funding. Seller shall promptly notify Buyer of any lienholder's refusal to provide or withdrawal of a Lienholder's Consent and Agreement.
- F. If Buyer has the unrestricted right to terminate this contract, the time for giving notice of termination begins on the effective date of the contract, continues after the Amended Effective Date and ends upon the expiration of Buyer's unrestricted right to terminate the contract under Paragraph 5.
- G. For the purposes of this Addendum, time is of the essence. Strict compliance with the times for performance stated in this Addendum is required.
- H. Seller authorizes any lienholder to furnish to Buyer or Buyer's representatives information relating to the status of the request for a Lienholder's Consent and Agreement.
- I. If there is more than one lienholder or loan secured by the Property, this Addendum applies to each lienholder.

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

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**ADDENDUM FOR PROPERTY SUBJECT TO  
MANDATORY MEMBERSHIP IN A PROPERTY  
OWNERS ASSOCIATION**  
(NOT FOR USE WITH CONDOMINIUMS)  
**ADDENDUM TO CONTRACT CONCERNING THE PROPERTY AT**

(Street Address and City)

(Name of Property Owners Association, (Association) and Phone Number)

**A. SUBDIVISION INFORMATION:** "Subdivision Information" means: (i) a current copy of the restrictions applying to the subdivision and bylaws and rules of the Association, and (ii) a resale certificate, all of which are described by Section 207.003 of the Texas Property Code.

(Check only one box):

- ☐ 1. Within \_\_\_\_\_ days after the effective date of the contract, Seller shall obtain, pay for, and deliver the Subdivision Information to the Buyer. If Seller delivers the Subdivision Information, Buyer may terminate the contract within 3 days after Buyer receives the Subdivision Information or prior to closing, whichever occurs first, and the earnest money will be refunded to Buyer. If Buyer does not receive the Subdivision Information, Buyer, as Buyer's sole remedy, may terminate the contract at any time prior to closing and the earnest money will be refunded to Buyer.
- ☐ 2. Within \_\_\_\_\_ days after the effective date of the contract, Buyer shall obtain, pay for, and deliver a copy of the Subdivision Information to the Seller. If Buyer obtains the Subdivision Information within the time required, Buyer may terminate the contract within 3 days after Buyer receives the Subdivision Information or prior to closing, whichever occurs first, and the earnest money will be refunded to Buyer. If Buyer, due to factors beyond Buyer's control, is not able to obtain the Subdivision Information within the time required, Buyer may, as Buyer's sole remedy, terminate the contract within 3 days after the time required or prior to closing, whichever occurs first, and the earnest money will be refunded to Buyer.
- ☐ 3. Buyer has received and approved the Subdivision Information before signing the contract. Buyer ☐ does ☐ does not require an updated resale certificate. If Buyer requires an updated resale certificate, Seller, at Buyer's expense, shall deliver it to Buyer within 10 days after receiving payment for the updated resale certificate from Buyer. Buyer may terminate this contract and the earnest money will be refunded to Buyer if Seller fails to deliver the updated resale certificate within the time required.
- ☐ 4. Buyer does not require delivery of the Subdivision Information.

**The title company or its agent is authorized to act on behalf of the parties to obtain the Subdivision Information ONLY upon receipt of the required fee for the Subdivision Information from the party obligated to pay.**

**B. MATERIAL CHANGES.** If Seller becomes aware of any material changes in the Subdivision Information, Seller shall promptly give notice to Buyer. Buyer may terminate the contract prior to closing by giving written notice to Seller if: (i) any of the Subdivision Information provided was not true; or (ii) any material adverse change in the Subdivision Information occurs prior to closing, and the earnest money will be refunded to Buyer.

**C. FEES AND DEPOSITS FOR RESERVES:** Except as provided by Paragraphs A and D, Buyer shall pay any and all Association fees, deposits, reserves, and other charges associated with the transfer of the Property not to exceed \$\_\_\_\_\_ and Seller shall pay any excess.

**D. AUTHORIZATION:** Seller authorizes the Association to release and provide the Subdivision Information and any updated resale certificate if requested by the Buyer, the Title Company, or any broker to this sale. If Buyer does not require the Subdivision Information or an updated resale certificate, and the Title Company requires information from the Association (such as the status of dues, special assessments, violations of covenants and restrictions, and a waiver of any right of first refusal), ☐ Buyer ☐ Seller shall pay the Title Company the cost of obtaining the information prior to the Title Company ordering the information.

**NOTICE TO BUYER REGARDING REPAIRS BY THE ASSOCIATION:** The Association may have the sole responsibility to make certain repairs to the Property. If you are concerned about the condition of any part of the Property which the Association is required to repair, you should not sign the contract unless you are satisfied that the Association will make the desired repairs.

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Seller



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## 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.

- 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. 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.
- 24. 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



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. 16-5. This form replaces TREC NO. 16-4.



- 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 SELLER 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 expiration of the term specified in Paragraph 3 or upon Tenant's default under this Lease.
- 19. HOLDING OVER:** Tenant shall surrender possession of the Property upon termination of this Lease. 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. 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.
- 24. 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

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**ADDENDUM FOR  
COASTAL AREA PROPERTY**  
(SECTION 33.135, TEXAS NATURAL RESOURCES CODE)

**TO CONTRACT CONCERNING THE PROPERTY AT**

\_\_\_\_\_  
(Address of Property)

**NOTICE REGARDING COASTAL AREA PROPERTY**

1. The real property described in and subject to this contract adjoins and shares a common boundary with the tidally influenced submerged lands of the state. The boundary is subject to change and can be determined accurately only by a survey on the ground made by a licensed state land surveyor in accordance with the original grant from the sovereign. The owner of the property described in this contract may gain or lose portions of the tract because of changes in the boundary.
2. The seller, transferor, or grantor has no knowledge of any prior fill as it relates to the property described in and subject to this contract except: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.
3. State law prohibits the use, encumbrance, construction, or placing of any structure in, on, or over state-owned submerged lands below the applicable tide line, without proper permission.
4. The purchaser or grantee is hereby advised to seek the advice of an attorney or other qualified person as to the legal nature and effect of the facts set forth in this notice on the property described in and subject to this contract. Information regarding the location of the applicable tide line as to the property described in and subject to this contract may be obtained from the surveying division of the General Land Office in Austin.

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Seller



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**ADDENDUM FOR  
PROPERTY LOCATED SEAWARD OF THE  
GULF INTRACOASTAL WATERWAY**  
(SECTION 61.025, TEXAS NATURAL RESOURCES CODE)

**TO CONTRACT CONCERNING THE PROPERTY AT**

(Address of Property)

**DISCLOSURE NOTICE CONCERNING LEGAL AND ECONOMIC RISKS OF PURCHASING  
COASTAL REAL PROPERTY NEAR A BEACH**

WARNING: THE FOLLOWING NOTICE OF POTENTIAL RISKS OF ECONOMIC LOSS TO YOU AS THE PURCHASER OF COASTAL REAL PROPERTY IS REQUIRED BY STATE LAW.

- READ THIS NOTICE CAREFULLY. DO NOT SIGN THIS CONTRACT UNTIL YOU FULLY UNDERSTAND THE RISKS YOU ARE ASSUMING.
- BY PURCHASING THIS PROPERTY, YOU MAY BE ASSUMING ECONOMIC RISKS OVER AND ABOVE THE RISKS INVOLVED IN PURCHASING INLAND REAL PROPERTY.
- IF YOU OWN A STRUCTURE LOCATED ON COASTAL REAL PROPERTY NEAR A GULF COAST BEACH, IT MAY COME TO BE LOCATED ON THE PUBLIC BEACH BECAUSE OF COASTAL EROSION AND STORM EVENTS.
- AS THE OWNER OF A STRUCTURE LOCATED ON THE PUBLIC BEACH, YOU COULD BE SUED BY THE STATE OF TEXAS AND ORDERED TO REMOVE THE STRUCTURE.
- THE COSTS OF REMOVING A STRUCTURE FROM THE PUBLIC BEACH AND ANY OTHER ECONOMIC LOSS INCURRED BECAUSE OF A REMOVAL ORDER WOULD BE SOLELY YOUR RESPONSIBILITY.

The real property described in this contract is located seaward of the Gulf Intracoastal Waterway to its southernmost point and then seaward of the longitudinal line also known as 97 degrees, 12', 19" which runs southerly to the international boundary from the intersection of the centerline of the Gulf Intracoastal Waterway and the Brownsville Ship Channel. If the property is in close proximity to a beach fronting the Gulf of Mexico, the purchaser is hereby advised that the public has acquired a right of use or easement to or over the area of any public beach by prescription, dedication, or presumption, or has retained a right by virtue of continuous right in the public since time immemorial, as recognized in law and custom.

The extreme seaward boundary of natural vegetation that spreads continuously inland customarily marks the landward boundary of the public easement. If there is no clearly marked natural vegetation line, the landward boundary of the easement is as provided by Sections 61.016 and 61.017, Natural Resources Code.

Much of the Gulf of Mexico coastline is eroding at rates of more than five feet per year. Erosion rates for all Texas Gulf property subject to the open beaches act are available from the Texas General Land Office.

State law prohibits any obstruction, barrier, restraint, or interference with the use of the public easement, including the placement of structures seaward of the landward boundary of the easement. OWNERS OF STRUCTURES ERECTED SEAWARD OF THE VEGETATION LINE (OR OTHER APPLICABLE EASEMENT BOUNDARY) OR THAT BECOME SEAWARD OF THE VEGETATION LINE AS A RESULT OF PROCESSES SUCH AS SHORELINE EROSION ARE SUBJECT TO A LAWSUIT BY THE STATE OF TEXAS TO REMOVE THE STRUCTURES.

The purchaser is hereby notified that the purchaser should: (1) determine the rate of shoreline erosion in the vicinity of the real property; and (2) seek the advice of an attorney or other qualified person before executing this contract or instrument of conveyance as to the relevance of these statutes and facts to the value of the property the purchaser is hereby purchasing or contracting to purchase.

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Seller



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## 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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**ADDENDUM REGARDING RESIDENTIAL LEASES**

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

"Residential Lease" means any lease of the Property to a tenant including any addendum, amendment, or move-in condition form.

Seller may not execute any new Residential Lease or amend any Residential Lease without Buyer's written consent. Existing Residential Leases will have the following status at closing. (Check only A or B)

- ☐ A. Termination of Residential Leases: All Residential Leases must be terminated by closing. Seller shall deliver possession of the Property in accordance with Paragraph 10 of the contract with no tenant or other person in possession or having rights to occupy the Property. **[Notice: This paragraph will not amend or terminate any existing lease. Consult an attorney and refer to the Residential Leases for rights to terminate before agreeing to this provision.]**
- ☐ B. Assignment and Assumption of Residential Leases: Existing Residential Leases shall be assigned by Seller and assumed by Buyer at closing.
- (1) Delivery of Residential Leases: (Check one box only)
- ☐ (a) Buyer has received a copy of all Residential Leases.
- ☐ (b) Buyer has not received a copy of all Residential Leases. Seller shall provide a copy of the Residential Leases within 3 days after the Effective Date. Buyer may terminate the contract within \_\_\_\_\_ days after the date the Buyer receives the Residential Leases and the earnest money shall be refunded to Buyer.
- (2) At closing, Seller shall transfer security deposits (as defined under §92.102, Property Code), if any, to Buyer. At closing, Buyer shall deliver to the tenant a signed statement acknowledging that the Buyer has acquired the Property and is responsible for the return of the security deposit, and specifying the exact dollar amount of the security deposit.
- (3) Except as described below, and to Seller's knowledge for each Residential Lease:
- (a) the Residential Lease is in full force and effect;
- (b) no tenant is in default or in violation of the Residential Lease;
- (c) no tenant has prepaid any rent;
- (d) no tenant is entitled to any offset against rent;
- (e) there are no outstanding tenant claims against Seller involving the Property;
- (f) there are no pending disputes with any tenant or prior tenant; and
- (g) there are no other agreements, options, or rights outside the Lease between Landlord and Tenant regarding the Property.

Explain if any of the above is not accurate (attach additional sheets if necessary): \_\_\_\_\_

- (4) Seller will promptly notify Buyer if Seller learns that any statement in Paragraph B(3) becomes untrue after the Effective Date. Seller shall cure the condition making the statement untrue within 7 days after providing the notice to Buyer. If the statement remains untrue beyond the 7-day period, Buyer may, as Buyer's sole remedy, terminate the contract within 5 days after the expiration of the 7-day period, by delivering notice to the Seller and the earnest money will be refunded to Buyer. If Buyer does not terminate the contract within the time required, Buyer waives the right to terminate. The Closing Date will be extended daily as necessary to afford the parties their rights and time to provide notices under this paragraph.

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Seller



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**ADDENDUM REGARDING FIXTURE LEASES**

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

- A. Leased Fixtures are those fixtures in or on the Property that Seller leases and does not own, specifically the: ☐ solar panels, ☐ propane tanks, ☐ water softener, ☐ security system, ☐ \_\_\_\_\_ (collectively, the Leased Fixtures). All rights to the Leased Fixtures are governed by Fixture Leases.
- (1) Buyer shall assume, and Seller shall assign to Buyer the Fixture Leases at closing, except the following: \_\_\_\_\_. Buyer shall pay the first \$ \_\_\_\_\_ of any cost necessary to assume or receive an assignment of the Fixture Leases and Seller shall pay the remainder. Buyer and Seller agree to sign any documents required by the lessor in the Fixture Leases to assume or assign the Fixture Leases.
- (2) Prior to closing, Seller ☐ will ☐ will not remove the Leased Fixtures covered by the Fixture Leases that Buyer does not assume. Seller will repair any damage to the Property caused by any removal. Notice: Any Leased Fixture remaining in the Property are subject to the rights of the lessor under the Fixture Lease.
- B. Delivery of Fixture Leases: (Check one box only)
- ☐ (1) Buyer has received a copy of all Fixture Leases Buyer has agreed to assume.
- ☐ (2) Buyer has not received a copy of all Fixture Leases Buyer has agreed to assume. Seller shall provide a copy of the Fixture Leases within 5 days after the Effective Date. Buyer may terminate the contract within 7 days after the date the Buyer receives the Fixture Leases and the earnest money shall be refunded to Buyer.
- C. At closing, there will be no liens or security interests against Leased Fixtures which will not be satisfied out of the sales proceeds except for Leased Fixtures covered by Fixture Leases Buyer agrees to assume.

**Notice: Seller and Buyer should consult with the lessor and their attorneys regarding the assignment, assumption, or termination of any Fixture Leases.**

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Seller



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**ADDENDUM FOR AUTHORIZING HYDROSTATIC TESTING**



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

**Consult a licensed plumber about the scope of hydrostatic testing and risks associated with the testing before signing this form.**

A. **AUTHORIZATION:** Seller authorizes Buyer, at Buyer's expense, to engage a licensed plumber to perform a hydrostatic plumbing test on the Property.

B. **ALLOCATION OF RISK:**

- ☐ (1) Seller shall be liable for damages caused by the hydrostatic plumbing test.
- ☐ (2) Buyer shall be liable for damages caused by the hydrostatic plumbing test.
- ☐ (3) Buyer shall be liable for damages caused by the hydrostatic plumbing test in an amount not to exceed \$\_\_\_\_\_.

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Seller



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**ADDENDUM FOR RESERVATION OF OIL, GAS, AND OTHER MINERALS****ADDENDUM TO CONTRACT CONCERNING THE PROPERTY AT**

(Street Address and City)

*NOTICE: For use ONLY if Seller reserves all or a portion of the Mineral Estate.*

- A. "Mineral Estate" means all oil, gas, and other minerals in and under and that may be produced from the Property, any royalty under any existing or future mineral lease covering any part of the Property, executive rights (including the right to sign a mineral lease covering any part of the Property), implied rights of ingress and egress, exploration and development rights, production and drilling rights, mineral lease payments, and all related rights and benefits. The Mineral Estate does NOT include water, sand, gravel, limestone, building stone, caliche, surface shale, near-surface lignite, and iron, but DOES include the reasonable use of these surface materials for mining, drilling, exploring, operating, developing, or removing the oil, gas, and other minerals from the Property.
- B. *Subject to Section C below*, the Mineral Estate owned by Seller, if any, will be conveyed unless reserved as follows (check one box only):
- ☐ (1) Seller reserves all of the Mineral Estate owned by Seller.
- ☐ (2) Seller reserves an undivided \_\_\_\_\_ interest in the Mineral Estate owned by Seller. *NOTE: If Seller does not own all of the Mineral Estate, Seller reserves only this percentage or fraction of Seller's interest.*
- C. Seller ☐ does ☐ does not reserve and retain implied rights of ingress and egress and of reasonable use of the Property (including surface materials) for mining, drilling, exploring, operating, developing, or removing the oil, gas, and other minerals. *NOTE: Surface rights that may be held by other owners of the Mineral Estate who are not parties to this transaction (including existing mineral lessees) will NOT be affected by Seller's election. Seller's failure to complete Section C will be deemed an election to convey all surface rights described herein.*
- D. If Seller does not reserve all of Seller's interest in the Mineral Estate, Seller shall, within 7 days after the Effective Date, provide Buyer with the contact information of any existing mineral lessee known to Seller.

**IMPORTANT NOTICE:** The Mineral Estate affects important rights, the full extent of which may be unknown to Seller. A full examination of the title to the Property completed by an attorney with expertise in this area is the only proper means for determining title to the Mineral Estate with certainty. In addition, attempts to convey or reserve certain interest out of the Mineral Estate separately from other rights and benefits owned by Seller may have unintended consequences. Precise contract language is essential to preventing disagreements between present and future owners of the Mineral Estate. If Seller or Buyer has any questions about their respective rights and interests in the Mineral Estate and how such rights and interests may be affected by this contract, they are strongly encouraged to consult an attorney with expertise in this area.

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

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

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## SELLER FINANCING ADDENDUM TO CONTRACT CONCERNING THE PROPERTY AT

(Address of Property)

**A. CREDIT DOCUMENTATION.** To establish Buyer's creditworthiness, Buyer shall deliver to Seller within \_\_\_\_\_ days after the effective date of this contract, ☐ credit report ☐ verification of employment, including salary ☐ verification of funds on deposit in financial institutions ☐ current financial statement and ☐ \_\_\_\_\_. Buyer hereby authorizes any credit reporting agency to furnish copies of Buyer's credit reports to Seller at Buyer's sole expense.

**B. BUYER'S CREDIT APPROVAL.** If the credit documentation described in Paragraph A is not delivered within the specified time, Seller may terminate this contract by notice to Buyer within 7 days after expiration of the time for delivery, and the earnest money will be paid to Seller. If the credit documentation is timely delivered, and Seller determines in Seller's sole discretion that Buyer's credit is unacceptable, Seller may terminate this contract by notice to Buyer within 7 days after expiration of the time for delivery and the earnest money will be refunded to Buyer. If Seller does not terminate this contract, Seller will be deemed to have approved Buyer's creditworthiness.

**C. PROMISSORY NOTE.** The promissory note in the amount of \$ \_\_\_\_\_ (Note), included in Paragraph 3B of the contract payable by Buyer to the order of Seller will bear interest at the rate of \_\_\_\_\_% per annum and be payable at the place designated by Seller. Buyer may prepay the Note in whole or in part at any time without penalty. Any prepayments are to be applied to the payment of the installments of principal last maturing and interest will immediately cease on the prepaid principal. The Note will contain a provision for payment of a late fee of 5% of any installment not paid within 10 days of the due date. Matured unpaid amounts will bear interest at the rate of 1½% per month or at the highest lawful rate, whichever is less. The Note will be payable as follows:

- ☐ (1) In one payment due \_\_\_\_\_ after the date of the Note with interest payable ☐ at maturity ☐ monthly ☐ quarterly. (check one box only)
- ☐ (2) In monthly installments of \$ \_\_\_\_\_ ☐ including interest ☐ plus interest (check one box only) beginning \_\_\_\_\_ after the date of the Note and continuing monthly thereafter for \_\_\_\_\_ months when the balance of the Note will be due and payable.
- ☐ (3) Interest only in monthly installments for the first \_\_\_\_\_ month(s) and thereafter in installments of \$ \_\_\_\_\_ ☐ including interest ☐ plus interest (check one box only) beginning \_\_\_\_\_ after the date of the Note and continuing monthly thereafter for \_\_\_\_\_ months when the balance of the Note will be due and payable.

**D. DEED OF TRUST.** The deed of trust securing the Note will provide for the following:

(1) PROPERTY TRANSFERS: (check one box only)

- ☐ (a) Consent Not Required: The Property may be sold, conveyed or leased without the consent of Seller, provided any subsequent buyer assumes the Note.
- ☐ (b) Consent Required: If all or any part of the Property is sold, conveyed, leased for a period longer than 3 years, leased with an option to purchase, or otherwise sold (including any contract for deed), without Seller's prior written consent, which consent may be withheld in Seller's sole discretion, Seller may declare the balance of the Note

(Address of Property)

to be immediately due and payable. The creation of a subordinate lien, any conveyance under threat or order of condemnation, any deed solely between buyers, or the passage of title by reason of the death of a buyer or by operation of law will not entitle Seller to exercise the remedies provided in this paragraph.

NOTE: *Under (a) or (b), Buyer's liability to pay the Note will continue unless Buyer obtains a release of liability from Seller.*

(2) TAX AND INSURANCE ESCROW: (check one box only)

- ☐ (a) Escrow Not Required: Buyer shall furnish Seller, before each year's ad valorem taxes become delinquent, evidence that all ad valorem taxes on the Property have been paid. Buyer shall annually furnish Seller evidence of paid-up casualty insurance naming Seller as a mortgagee loss payee.
- ☐ (b) Escrow Required: With each installment Buyer shall deposit in escrow with Seller a pro rata part of the estimated annual ad valorem taxes and casualty insurance premiums for the Property. Buyer shall pay any deficiency within 30 days after notice from Seller. Buyer's failure to pay the deficiency will be a default under the deed of trust. Buyer is not required to deposit any escrow payments for taxes and insurance that are deposited with a superior lienholder. The casualty insurance must name Seller as a mortgagee loss payee.

(3) PRIOR LIENS: Any default under any lien superior to the lien securing the Note will be a default under the deed of trust securing the Note.

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Seller



The form of this contract has been approved by the Texas Real Estate Commission for use with similarly approved or promulgated contract forms. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 512-936-3000 (<http://www.trec.texas.gov>) TREC No. 26-7. This form replaces TREC No. 26-6.



## NON-REALTY ITEMS ADDENDUM

TO CONTRACT CONCERNING THE PROPERTY AT

(Address of Property)

- A.** For an additional sum of \$\_\_\_\_\_ 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):

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- 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

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
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>)



## ADDENDUM FOR PROPERTY IN A PROPANE GAS SYSTEM SERVICE AREA

(Section 141.010, Utilities Code)

CONCERNING THE PROPERTY AT \_\_\_\_\_

(Street Address and City)

### NOTICE

The above referenced real property that you are about to purchase may be located in a propane gas system service area, which is authorized by law to provide propane gas service to the properties in the area pursuant to Chapter 141, Utilities Code. If your property is located in a propane gas system service area, there may be special costs or charges that you will be required to pay before you can receive propane gas service. There may be a period required to construct lines or other facilities necessary to provide propane gas service to your property. You are advised to determine if the property is in a propane gas system service area and contact the distribution system retailer to determine the cost that you will be required to pay and the period, if any, that is required to provide propane gas service to your property.

Buyer hereby acknowledges receipt of this notice at or before execution of a binding contract for the purchase of the above referenced real property or at the closing of the real property.

Section 141.010(a), Utilities Code, requires this notice to include a copy of the notice the distribution system retailer is required to record in the real property records. A copy of the recorded notice is attached.

NOTE: Seller can obtain a copy of the required recorded notice from the county clerk's office where the property is located or from the distribution system retailer.

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

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



The form of this addendum has been approved by the Texas Real Estate Commission for use only with similarly approved or promulgated forms of contracts. Such approval relates to this contract form only. 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 ([www.trec.texas.gov](http://www.trec.texas.gov)) TREC No. 47-0.





**LOAN ASSUMPTION ADDENDUM  
TO CONTRACT CONCERNING THE PROPERTY AT**

(Address of Property)

**A. CREDIT DOCUMENTATION.** To establish Buyer's creditworthiness, Buyer shall deliver to Seller within \_\_\_\_\_ days after the effective date of this contract ☐ credit report ☐ verification of employment, including salary ☐ verification of funds on deposit in financial institutions ☐ current financial statement and ☐ \_\_\_\_\_.

Buyer hereby authorizes any credit reporting agency to furnish copies of Buyer's credit reports to Seller at Buyer's sole expense.

**B. CREDIT APPROVAL.** If the credit documentation described in Paragraph A is not delivered within the specified time, Seller may terminate this contract by notice to Buyer within 7 days after expiration of the time for delivery, and the earnest money will be paid to Seller. If the credit documentation is timely delivered, and Seller determines in Seller's sole discretion that Buyer's credit is unacceptable, Seller may terminate this contract by notice to Buyer within 7 days after expiration of the time for delivery and the earnest money will be refunded to Buyer. If Seller does not terminate this contract within the time specified, Seller will be deemed to have approved Buyer's creditworthiness.

**C. ASSUMPTION.** Buyer's assumption of an existing note includes all obligations imposed by the deed of trust securing the note.

☐ (1) The unpaid principal balance of a first lien promissory note payable to \_\_\_\_\_ which unpaid balance at closing will be \$ \_\_\_\_\_. The total current monthly payment including principal, interest and any reserve deposits is \$ \_\_\_\_\_. Buyer's initial payment will be the first payment due after closing.

☐ (2) The unpaid principal balance of a second lien promissory note payable to \_\_\_\_\_ which unpaid balance at closing will be \$ \_\_\_\_\_. The total current monthly payment including principal, interest and any reserve deposits is \$ \_\_\_\_\_. Buyer's initial payment will be the first payment due after closing.

If the unpaid principal balance of any assumed loan as of the Closing Date varies from the loan balance stated above, the ☐ cash payable at closing ☐ Sales Price will be adjusted by the amount of any variance. If the total principal balance of all assumed loans varies in an amount greater than \$500 at closing, either party may terminate this contract and the earnest money will be refunded to Buyer unless the other party elects to pay the excess of the variance.

**D. LOAN ASSUMPTION TERMS.** Buyer may terminate this contract and the earnest money will be refunded to Buyer if the noteholder requires:

- (1) payment of an assumption fee in excess of \$ \_\_\_\_\_ in C(1) or \$ \_\_\_\_\_ in C(2) and Seller declines to pay such excess, or
- (2) an increase in the interest rate to more than \_\_\_\_\_% in C(1) or \_\_\_\_\_% in C(2), or
- (3) any other modification of the loan documents.

**E. CONSENT BY NOTEHOLDER.** If the noteholder fails to consent to the assumption of the loan, either Seller or Buyer may terminate this contract by notice to the other party and the earnest money will be refunded to the Buyer.

**F. SELLER'S LIENS.** Unless Seller is released from liability on any assumed note, a vendor's lien and deed of trust to secure assumption will be required. The vendor's lien will automatically be released on delivery of an executed release by noteholder.

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(Address of Property)

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**G.TAX AND INSURANCE ESCROW.** If noteholder maintains an escrow account for ad valorem taxes, casualty insurance premiums or mortgage insurance premiums, Seller shall transfer the escrow account to Buyer without any deficiency. Buyer shall reimburse Seller for the amount in the transferred accounts.

**NOTICE TO BUYER:** If you are concerned about the possibility of future adjustments, monthly payments, interest rates or other terms, do not sign the contract without examining the notes and deeds of trust.

**NOTICE TO SELLER:** Your liability to pay the notes assumed by Buyer will continue unless you obtain a release of liability from the noteholders. If you are concerned about future liability, you should use the TREC Release of Liability Addendum.

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Buyer

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Seller

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Buyer

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Seller

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 licensees. 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. 41-2. This form replaces TREC No. 41-1.



**ADDENDUM FOR  
RELEASE OF LIABILITY ON ASSUMED LOAN  
AND/OR RESTORATION OF SELLER'S VA ENTITLEMENT  
TO CONTRACT CONCERNING THE PROPERTY AT**

(Address of Property)

**☐ A. RELEASE OF SELLER'S LIABILITY ON LOAN TO BE ASSUMED:**

Within \_\_\_\_\_ days after the effective date of this contract Seller and Buyer shall apply for release of Seller's liability from (a) any conventional lender, (b) VA and any lender whose loan has been guaranteed by VA, or (c) FHA and any lender whose loan has been insured by FHA. Seller and Buyer shall furnish all required information and documents. If any release of liability has not been approved by the Closing Date: (check one box only)

- ☐ (1) This contract will terminate and the earnest money will be refunded to Buyer.
- ☐ (2) Failure to obtain release approval will not delay closing.

**☐ B. RESTORATION OF SELLER'S ENTITLEMENT FOR VA LOAN:**

Within \_\_\_\_\_ days after the effective date of this contract Seller and Buyer shall apply for restoration of Seller's VA entitlement and shall furnish all information and documents required by VA. If restoration has not been approved by the Closing Date: (check one box only)

- ☐ (1) This contract will terminate and the earnest money will be refunded to Buyer.
- ☐ (2) Failure to obtain restoration approval will not delay closing.

**NOTICE:** VA will not restore Seller's VA entitlement unless Buyer: (a) is a veteran, (b) has sufficient unused VA entitlement and (c) is otherwise qualified. If Seller desires restoration of VA entitlement, paragraphs A and B should be used.

Seller shall pay the cost of securing the release and restoration.

Seller's deed will contain any loan assumption clause required by FHA, VA or any lender.

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Seller



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**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:
- \_\_\_\_\_
- ☐ (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:** (Insert only factual statements and business details applicable to this sale.)

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

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Seller



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PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

**NOTICE OF BUYER'S TERMINATION OF CONTRACT**

CONCERNING THE CONTRACT FOR THE SALE OF THE PROPERTY AT

02-19-2021



\_\_\_\_\_  
(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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PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)  
**NOTICE OF SELLER'S TERMINATION OF CONTRACT**  
CONCERNING THE CONTRACT FOR THE SALE OF THE PROPERTY AT

8-13-18



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

BETWEEN THE UNDERSIGNED SELLER AND \_\_\_\_\_

\_\_\_\_\_  
(BUYER)

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

- ☐ (1) Buyer failed to deliver the earnest money within the time required under Paragraph 5 of the contract and before the time Seller provided this notice to Buyer.
- ☐ (2) 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.

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Date

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Date



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# Information About Brokerage Services

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

11-2-2015



## 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:
  - that the owner will accept a price less than the written asking price;
  - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
  - 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



**SUBDIVISION INFORMATION, INCLUDING  
RESALE CERTIFICATE FOR PROPERTY SUBJECT TO  
MANDATORY MEMBERSHIP IN A PROPERTY OWNERS' ASSOCIATION**  
(Chapter 207, Texas Property Code)

Resale Certificate concerning the Property (including any common areas assigned to the Property) located at \_\_\_\_\_ (Street Address), City of \_\_\_\_\_, County of \_\_\_\_\_, Texas, prepared by the property owners' association (Association).

A. The Property ☐ is ☐ is not subject to a right of first refusal (other than a right of first refusal prohibited by statute) or other restraint contained in the restrictions or restrictive covenants that restricts the owner's right to transfer the owner's property.

B. The current regular assessment for the Property is \$\_\_\_\_\_ per \_\_\_\_\_.

C. A special assessment for the Property due after this resale certificate is delivered is \$\_\_\_\_\_ payable as follows \_\_\_\_\_ for the following purpose: \_\_\_\_\_.

D. The total of all amounts due and unpaid to the Association that are attributable to the Property is \$\_\_\_\_\_.

E. The capital expenditures approved by the Association for its current fiscal year are \$\_\_\_\_\_.

F. The amount of reserves for capital expenditures is \$\_\_\_\_\_.

G. Unsatisfied judgments against the Association total \$\_\_\_\_\_.

H. Other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association, there ☐ are ☐ are not any suits pending in which the Association is a party. The style and cause number of each pending suit is: \_\_\_\_\_.

I. The Association's board ☐ has actual knowledge ☐ has no actual knowledge of conditions on the Property in violation of the restrictions applying to the subdivision or the bylaws or rules of the Association. Known violations are: \_\_\_\_\_.

J. The Association ☐ has ☐ has not received notice from any governmental authority regarding health or building code violations with respect to the Property or any common areas or common facilities owned or leased by the Association. A summary or copy of each notice is attached.

K. The amount of any administrative transfer fee charged by the Association for a change of ownership of property in the subdivision is \$\_\_\_\_\_. Describe all fees associated with the transfer of ownership (include a description of each fee, to whom each fee is payable and the amount of each fee). \_\_\_\_\_



L. The Association's managing agent is \_\_\_\_\_  
(Name of Agent)

\_\_\_\_\_  
(Mailing Address)

\_\_\_\_\_  
(Telephone Number) (Fax Number)

\_\_\_\_\_  
(E-mail Address)

M. The restrictions ☐ do ☐ do not allow foreclosure of the Association's lien on the Property for failure to pay assessments.

REQUIRED ATTACHMENTS:

- |                          |   |
|--------------------------|---|
| 1. Restrictions          | 5. Current Operating Budget   |
| 2. Rules                 | 6. Certificate of Insurance concerning Property and Liability Insurance for Common Areas and Facilities |
| 3. Bylaws                | 7. Any Governmental Notices of Health or Housing Code Violations  |
| 4. Current Balance Sheet |   |

**NOTICE: This Subdivision Information may change at any time.**

\_\_\_\_\_  
Name of Association

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

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



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**CONDOMINIUM RESALE CERTIFICATE**  
(Section 82.157, Texas Property Code)

Condominium Certificate concerning Condominium Unit \_\_\_\_\_, in Building \_\_\_\_\_, of \_\_\_\_\_, a condominium project, located at \_\_\_\_\_ (Address), City of \_\_\_\_\_, County of \_\_\_\_\_, Texas, on behalf of the condominium owners' association (the Association) by the Association's governing body (the Board).

- A. The Declaration ☐ does ☐ does not contain a right of first refusal or other restraint that restricts the right to transfer the Unit. If a right of first refusal or other restraint exists, see Section \_\_\_\_\_ of the Declaration.
- B. The periodic common expense assessment for the Unit is \$ \_\_\_\_\_ per \_\_\_\_\_.
- C. There ☐ is ☐ is not a common expense or special assessment due and unpaid by the Seller to the Association. The total unpaid amount is \$ \_\_\_\_\_ and is for \_\_\_\_\_.
- D. Other amounts ☐ are ☐ are not payable by Seller to the Association. The total unpaid amount is \$ \_\_\_\_\_ and is for \_\_\_\_\_.
- E. Capital expenditures approved by the Association for the next 12 months are \$ \_\_\_\_\_.
- F. Reserves for capital expenditures are \$ \_\_\_\_\_; of this amount \$ \_\_\_\_\_ has been designated for \_\_\_\_\_.
- G. The current operating budget and balance sheet of the Association is attached.
- H. The amount of unsatisfied judgments against the Association is \$ \_\_\_\_\_.
- I. There ☐ are ☐ are not any suits pending against the Association. The nature of the suits is \_\_\_\_\_.
- J. The Association ☐ does ☐ does not provide insurance coverage for the benefit of unit owners as per the attached summary from the Association's insurance agent.
- K. The Board ☐ has ☐ has no knowledge of alterations or improvements to the Unit or to the limited common elements assigned to the Unit or any portion of the project that violate any provision of the Declaration, by-laws or rules of the Association. Known violations are: \_\_\_\_\_.
- L. The Board ☐ has ☐ has not received notice from a governmental authority concerning violations of health or building codes with respect to the Unit, the limited common elements assigned to the Unit, or any other portion of the condominium project. Notices received are: \_\_\_\_\_.
- M. The remaining term of any leasehold estate that affects the condominium is \_\_\_\_\_ and the provisions governing an extension or a renewal of the lease are: \_\_\_\_\_.
- N. The Association's managing agent is \_\_\_\_\_ (Name of Agent)
- \_\_\_\_\_ (Mailing Address)
- \_\_\_\_\_ (Phone ) \_\_\_\_\_ (Fax)
- \_\_\_\_\_ (E-mail Address)

---

(Address of Property)

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## O. Association fees resulting from the transfer of the unit described above:

<u>Description</u>	<u>Paid To</u>	<u>Amount</u>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

P. Required contribution, if any, to the capital reserves account \$\_\_\_\_\_.

## REQUIRED ATTACHMENTS:

1. Operating Budget
2. Insurance Summary
3. Balance Sheet

**NOTICE: The Certificate must be prepared no more than three months before the date it is delivered to Buyer.**

---

Name of Association

---

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

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



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. 32-4. This form replaces TREC No. 32-3.

**THE TEXAS REAL ESTATE COMMISSION (TREC) REGULATES  
REAL ESTATE BROKERS AND SALES AGENTS, REAL ESTATE INSPECTORS,  
HOME WARRANTY COMPANIES, EASEMENT AND RIGHT-OF-WAY AGENTS,  
AND TIMESHARE INTEREST PROVIDERS**

**YOU CAN FIND MORE INFORMATION AND  
CHECK THE STATUS OF A LICENSE HOLDER AT**

**WWW.TREC.TEXAS.GOV**

**YOU CAN SEND A COMPLAINT AGAINST A LICENSE HOLDER TO TREC  
A COMPLAINT FORM IS AVAILABLE ON THE TREC WEBSITE**

**TREC ADMINISTERS TWO RECOVERY FUNDS WHICH MAY BE USED TO SATISFY A CIVIL  
COURT JUDGMENT AGAINST A BROKER, SALES AGENT, REAL ESTATE INSPECTOR, OR  
EASEMENT OR RIGHT-OF-WAY AGENT, IF CERTAIN REQUIREMENTS ARE MET.**

**REAL ESTATE INSPECTORS ARE REQUIRED TO MAINTAIN ERRORS AND OMISSIONS  
INSURANCE TO COVER LOSSES ARISING FROM THE PERFORMANCE OF A REAL ESTATE  
INSPECTION IN A NEGLIGENT OR INCOMPETENT MANNER.**

**PLEASE NOTE: INSPECTORS MAY LIMIT LIABILITY THROUGH PROVISIONS IN THE CONTRACT  
OR INSPECTION AGREEMENT BETWEEN THE INSPECTOR AND THEIR CLIENTS. PLEASE BE  
SURE TO READ ANY CONTRACT OR AGREEMENT CAREFULLY. IF YOU DO NOT UNDERSTAND  
ANY TERMS OR PROVISIONS, CONSULT AN ATTORNEY.**

**IF YOU HAVE QUESTIONS OR ISSUES ABOUT THE ACTIVITIES OF  
A LICENSE HOLDER, THE COMPLAINT PROCESS, OR THE  
RECOVERY FUNDS, PLEASE VISIT THE WEBSITE OR CONTACT TREC AT**



**TEXAS REAL ESTATE COMMISSION**

**P.O. BOX 12188**

**AUSTIN, TEXAS 78711-2188**

**(512) 936-3000**



APPROVED BY THE TEXAS REAL ESTATE COMMISSION

10-10-11

## NOTICE TO PROSPECTIVE BUYER

As required by law, I advise you to have the abstract covering the property known as \_\_\_\_\_ (Address) examined by an attorney of your own selection OR you should be furnished with or obtain a policy of title insurance.

If the property is situated in a Utility District, Chapter 49 of the Texas Water Code requires you to sign and acknowledge the statutory notice from the seller of the property relating to the tax rate, bonded indebtedness or standby fee of the District.

DATED: \_\_\_\_\_ , \_\_\_\_\_ .

\_\_\_\_\_  
Brokerage Company Name

\_\_\_\_\_  
Broker or Sales Associate

I have received a copy of this **NOTICE TO PROSPECTIVE BUYER.**

\_\_\_\_\_  
Prospective Buyer

\_\_\_\_\_  
Prospective Buyer



This form has been approved by the Texas Real Estate Commission (TREC) for use when a contract of sale has not been promulgated by TREC. The form should be presented before an offer to purchase is signed by the prospective buyer. Texas real Estate Commission, P.O. Box 12188, Austin, Texas 78711-2188, 512-936-3000 (<http://www.trec.texas.gov>). TREC Notice to Prospective Buyer. OP-C replaces MA-C.



## TEXAS REAL ESTATE CONSUMER NOTICE CONCERNING HAZARDS OR DEFICIENCIES

Each year, Texans sustain property damage and are injured by accidents in the home. While some accidents may not be avoidable, many other accidents, injuries, and deaths may be avoided through the identification and repair of certain hazardous conditions. Examples of such hazards include:

- malfunctioning, improperly installed, or missing ground fault circuit protection (GFCI) devices for electrical receptacles in garages, bathrooms, kitchens, and exterior areas;
- malfunctioning arc fault protection (AFCI) devices;
- ordinary glass in locations where modern construction techniques call for safety glass;
- malfunctioning or lack of fire safety features, such as smoke alarms, fire-rated doors in certain locations, and functional emergency escape and rescue openings in bedrooms;
- malfunctioning carbon monoxide alarms;
- excessive spacing between balusters on stairways and porches;
- improperly installed appliances;
- improperly installed or defective safety devices;
- lack of electrical bonding and grounding; and
- lack of bonding on gas piping, including corrugated stainless steel tubing (CSST).

To ensure that consumers are informed of hazards such as these, the Texas Real Estate Commission (TREC) has adopted Standards of Practice requiring licensed inspectors to report these conditions as "Deficient" when performing an inspection for a buyer or seller, if they can be reasonably determined.

These conditions may not have violated building codes or common practices at the time of the construction of the home, or they may have been "grandfathered" because they were present prior to the adoption of codes prohibiting such conditions. While the TREC Standards of Practice do not require inspectors to perform a code compliance inspection, TREC considers the potential for injury or property loss from the hazards addressed in the Standards of Practice to be significant enough to warrant this notice.

Contract forms developed by TREC for use by its real estate license holders also inform the buyer of the right to have the home inspected and can provide an option clause permitting the buyer to terminate the contract within a specified time. Neither the Standards of Practice nor the TREC contract forms requires a seller to remedy conditions revealed by an inspection. The decision to correct a hazard or any deficiency identified in an inspection report is left to the parties to the contract for the sale or purchase of the home.



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