ALL CITY Real Estate

COMPLIANCE TRAINING MANUAL

Standard Operating Procedure

Version: 5.25-1

Most Recent Version Required

Document must be the latest version available - Always check date on document

** If document was signed prior to newest version being used, approve and update template code sent.

If outdated document signed after new document available, must have new document completed and resubmit.

MUST BE THE LATEST VERSION: If it is not the latest version but was signed before release of the latest version. OR If it is not the latest version and was signed after the release of newest version.	o t d f u t OR o t d r	**This document is outdated. The current version is dated (insert date). Please update your templates for future transactions. Approved for this transaction only.** OR This document is outdated. The current version is dated (insert date). This document was signed after release of the newest version. This must be corrected by updating to the latest version, have clients sign / initial using the same dates.
All Agent Signatures lines must be signed. If missing agent signature.	a s m	Agent signature missing.
All Agent initials initials lines must be initialed. If missing agent initials	a i s m	Agent initials missing.
Corrections : Instructions	Code	Text
When needing a correction made on an amendment to listing agreement.		Please correct the above on an amendment to listing agreement (TXR-1404).
When needing a correction made on an amendment to contract.	p c a c	Please correct the above on an amendment to contract (TXR-1903).
When needing a correction made on an amendment to buyer rep agreement.	p c a b	Please correct on an amendment to buyer / tenant representation agreement (TXR-1505).
When needing a correction made on an amendment to lease agreement.	a	Please correct on an amendment to Lease Agreement (TXR-2014).
When needing a correction made on an amendment to commercial contract.	p c a c c	Please correct on commercial amendment to contract (TXR-1932).
Corrections requested that are made on an amendment or upload of missing document is completed - no changes to actual document	u m d r	Once amendment or missing addenda have been uploaded, reattach rejected document. Then resubmit the transaction for review.
Corrections request to document	c r s d	Please correct and upload. Once uploaded, resubmit transaction for review.
Missing documents - need to be uploaded	p u s p	Please upload under separate placeholder. Reattach rejected document and resubmit.
Corrections completed wrong	c r m i	Corrections were not completed as requested on an amendment. Since there have been changes made to the document, all changes must now be initialed by all parties. Moving forward please complete corrections as requested to avoid additional requests. Please correct and resubmit.
When a correction doesn't need amendment.	p c r s	Please correct and resubmit the transaction (In Review).
When needing initials to a correction on a document.	c p i c	Please correct and have all parties initial the change.

SECTIONS

1 - Notices

Information About Brokerage Services 2
Wire Fraud Warning 4
General Information and Notice to Buyers and Sellers 6
Intermediary Notice 8
Notice to Prospective Buyer 10
Unrepresented Seller Notice 12
Unrepresented Buyer Notice 14

2 - Contract

Buyer / Tenant Representation Agreement - Short Form 18
Buyer / Tenant Representation Agreement 20
Exclusive Right to Sell Listing Agreement (One to Four) 26
Seller's Authorization to Disclose and Advertise Certain Information 36
Termination of Listing Agreement 38
One to Four Family Residential Contract 40
Condominium Resale Contract 58
Unimproved Property Contract 74
Notice of Buyer's Termination of Contract 88
Notice of Seller's Termination of Contract 90
Release of Earnest Money 92

3 - Finance

Third Party Finance Addendum 96
Seller Finance Addendum 100
Loan Assumption Addendum 104

4 - Addenda / Disclosures

Addendum for Property Subject to Mandatory Membership in a Property Owners Association 108
Addendum for Seller's Disclosure of Information on Lead-based Paint and Lead-based Paint Hazards as Required by Federal Law 110
Addendum for Sale of Other Property by Buyer 112
Addendum for Property Located Seaward of the Gulf Intracoastal Waterway 114

SECTIONS CONTINUED

Addendum for Coastal Area Property 114
Addendum for Authorizing Hydrostatic Testing 116
Environmental Assessment, Threatened or Endangered Species, and Wetlands Addendum 118
Addendum for Property in a Propane Gas System Service Area 120
Addendum for Section 1031 Exchange 120
Addendum Regarding Fixture Leases 122
Addendum Regarding Residential Leases 124
Non-Realty Item Addendum 126
Addendum for "Back-Up" Contract 128
Addendum for Reservation of Oil, Gas, and Other Minerals 130
Short Sale Addendum 132
Addendum Concerning Right to Terminate Due to Lender's Appraisal 134

5 - Amendments

Amendment to Buyer Representation Agreement 138
Amendment to Listing Agreement 140
Amendment to Contract 142
Residential Lease Amendment 144

6 - Lease Transactions

Exclusive Right to Lease Listing Agreement 148
Residential Lease Agreement 156
Addendum Regarding Rental Flood Disclosure 158

7 - Compensation

Compensation Agreement Between Brokers 162
Agreement Between Brokers For Residential Leases 164
Referral Agreement Between Brokers 166

SECTION 1
Notices

ALL CITY
Real Estate

2-10-2025

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.

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. **An owner's agent fees are not set by law and are fully negotiable.**

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. **A buyer/tenant's agent fees are not set by law and are fully negotiable.**

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.

All City Real Estate, Ltd. Co.		admin@allcityagents.com	(866)277-6005
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

Regulated by the Texas Real Estate Commission **Information available at www.trec.texas.gov**

IABS 1-1
TXR 2501

Information About Brokerage Services

Office / Type	Text Code No spaces	Text
Central Texas Individual / Team Lead	u i a b s	• Line 1: All City Real Estate, 9003633, admin@allcityagents.com, 866-277-6005 • Line 2 & 3: Kevin Scanlan, 477367, kevin@allcityagents.com, 512-957-9045 • Line 4: Your Name, Your Lic #, Your email, Your Ph #
Central Texas Team Member	u i a b s t	• Line 1: All City Real Estate, 9003633, admin@allcityagents.com, 866-277-6005 • Line 2: Kevin Scanlan, 477367, kevin@allcityagents.com, 512-957-9045 • Line 3: Team Lead Name, Team Lead Lic #, Team Lead Email, Team Lead ph #. • Line 4: Your Name, Your Lic #, Your email, Your Ph #
San Antonio Individual / Team Lead	s a u i a b s	• Line 1: All City Real Estate, 9014560, admin@allcityagents.com, 866-277-6005 • Line 2 & 3: Mindi Stange, 646223, mindi@allcityagents.com, 210-429-8200 • Line 4: Your name, Your lic #, Your Email, Your Ph #
San Antonio Team Member	s a u i a b s t	• Line 1: All City Real Estate, 9014560, admin@allcityagents.com, 866-277-6005 • Line 2: Mindi Stange, 646223, mindi@allcityagents.com, 210-429-8200 • Line 3: Team Lead Name, Team Lead Lic #, Team Lead Email, Team Lead Ph # • Line 4: Your name, Your lic #, Your Email, Your Ph #
Houston Individual / Team Lead	h o u i a b s	• Line 1: All City Real Estate, 9015435, admin@allcityagents.com, 866-277-6005 • Line 2 & 3: Lana Sims, 642965, lana@allcityagents.com, 832-990-2699. • Line 4 your info as is.
Houston Team Member	h o u i a b s t	• Line 1: All City Real Estate, 9015435, admin@allcityagents.com, 866-277-6005 • Line 2: Lana Sims, 642965, lana@allcityagents.com, 832-990-2699, • Line 3: Team Lead Name, Team Lead Lic #, Team Lead Email, Team Lead ph #. • Line 4: Your Name, Your Lic #, Your email, Your Ph #

- A client can refuse to sign the IABS. - Documentation showing client received and refusing to sign should be uploaded in placeholder. **This is a rare situation and should not become a normal activity.
- Client initials need to match the clients name(s) on the contract and transaction summary.
- There MAY BE additional buyers initials but they are not on the contract. BUT all represented parties on the contract must be on All City Real Estate required documents.

Initials	Text Code	Text
Missing additional represented party initials	i a b s m b or i a b s m s	Initials of additional buyer(s) on the contract missing. or Initials of additional seller(s) on the contract missing.

**Apartment Locators - These are not required to be signed, but the IABS must be completed completely and correctly Lines 1-4.

TEXAS REALTORS

WIRE FRAUD WARNING

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. 2018

Buyers and Sellers Beware:
Criminals are targeting real estate transactions.
Don't be a victim of wire fraud.

What is wire fraud and how does it occur? Criminals are targeting real estate transactions by gaining access to electronic communications or sending emails that appear to be from a real estate agent, a title company, a lender, or another trusted source. These fraudulent emails seem legitimate and direct you to wire funds to a fraudulent account. Once you wire funds to the fraudulent account, your money is gone.

How can you protect yourself from wire fraud? You should not send personal information, such as bank account numbers or other financial information, via email or other unsecured electronic communication.

If you receive any electronic communication regarding wiring instructions, even if the communication appears to come from a legitimate source, you should verify the communication's authenticity prior to the transfer of funds in person or via phone call using a recognized phone number that is not found in the communication.

Notice: This brokerage will never use any electronic communications, such as email, text messages, or social media messages, to ask you to wire funds or provide personal information.

If you think you are being targeted in a wire fraud scam, immediately notify law enforcement, your lender, the title company, and your agent.

This form was provided by:

By signing below I acknowledge that I received, read, and understand this information and notice.

1 Broker's Printed Name

2 ☐ Seller ☒ Buyer Date

3 By: Broker's Associate's Signature Date

2 ☐ Seller ☐ Buyer Date

Wire Fraud Warning

Wire Fraud Notice - Current Version 2/1/18 - see pg i for outdate code			
1	Anything other than All City Real Estate, Office Broker of Record or full brokerage name of sponsoring brokerage.	W F 1 or W F 1 2	All City Real Estate is the correct brokerage name. Agent/ Team / Group name cannot be on the broker / brokerage line. or Correct brokerage name or lic # as follows: (insert All City Real Estate or correct lic #).
2	The signatures need to match the parties being represented on the transaction.	W F 2 M	The signature(s) on this page do not match the names on the contract.
2	The contract has more parties being represented than what has signed the WIRE Fraud Warning.	W F 2 A	Signatures of additional buyer(s) / seller(s) on contract missing.
3	Agent signature missing	W F A S	Agent signature missing.

- A client can refuse to sign the Wire Fraud Notice. - Documentation showing client received and refusing to sign should be uploaded in placeholder.
  **This is a rare situation and should not become a normal activity.
- Client signatures need to match the clients name(s) on the contract and transaction summary.
- There MAY BE additional buyers initials but they are not on the contract. BUT all represented parties on the contract must be on All City Real Estate required documents.

TEXAS REALTORS

GENERAL INFORMATION AND NOTICE TO BUYERS AND SELLERS

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. 2024

TXR-1506 Pg 5 Seller

This form was provided by:

By signing below I acknowledge that I received, read, and understand this information and notice.

1 **All City Real Estate**
Broker's Printed Name

Seller Date 2

3 By: Broker's Associate's Signature Date

Seller Date 2

TXR-1506 Pg 5 Buyer

This form was provided by:

By signing below I acknowledge that I received, read, and understand this information and notice.

1 **All City Real Estate**
Broker's Printed Name

Buyer Date 2

3 By: Broker's Associate's Signature Date

Buyer Date 2

General Information and Notice to Buyers and Sellers

General Information and Notice to Buyers and Sellers - Current Version 8/23/24 - see pg i for outdate code			
1	Anything other than All City Real Estate, Office Broker of Record or full brokerage name of sponsoring broker.	g i s 1 or g i b 1	All City Real Estate is the correct brokerage name. Agent/ Team / Group name cannot be on the broker / brokerage line.
2	The signatures need to match the parties that are being represented on the contract.	g i s 2 m or g i b 2 m	The signature(s) on this page do not match the names on the contract.
2	The contract has more parties being represented than what has signed the Gen Info and Not. to Buyer / Seller	g i s 2 a or g i b 2 a	Signatures of additional seller(s) on contract missing. or Signatures of additional buyer(s) on contract missing.
3	Agent signature missing	g i s 3 or g i b 3	Agent signature missing.

- There may be buyers / sellers on the All City Real Estate required documents that are not on the contract documents.
- BUT everyone on the contract documents must be on the All City Real Estate required documents.

TEXAS REALTORS

INTERMEDIARY RELATIONSHIP NOTICE

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. 2024

THIS NOTICE DOES NOT SATISFY THE WRITTEN CONSENT REQUIREMENT UNDER TEXAS LAW

To act as an intermediary, a broker must first obtain written consent from each party in a transaction (Sec. 1101.559, TX Occupations Code). Written consent from the Seller/Landlord and Buyer/Tenant can be obtained using applicable Texas REALTORS® listing and buyer/tenant representation agreements. This form is intended to notify the parties that broker will act as an intermediary and whether the broker will appoint associates to communicate with the parties.

To: _____ **(Seller or Landlord)** 1

and _____ **(Buyer or Tenant)** 2

From: All City Real Estate **(Broker's Firm)** 3

Re: _____ **(Property)** 4

5 **Date:** _____

A. Under this notice, "owner" means the seller or landlord of the Property and "prospect" means the above-named prospective buyer or tenant for the Property.

B. Broker's firm represents the owner under a listing agreement and also represents the prospect under a buyer/tenant representation agreement.

C. In the written listing agreement and the written buyer/tenant representation agreement, both the owner and the prospect previously authorized Broker to act as an intermediary if a prospect who Broker represents desires to buy or lease a property that is listed by the Broker. When the prospect makes an offer to purchase or lease the Property, Broker will act in accordance with the authorizations granted in the listing agreement and in the buyer/tenant representation agreement.

6 D. Broker [X] will or [ ] will not appoint licensed associates to communicate with, carry out instructions of, and provide opinions and advice during negotiations to each party. If Broker makes such appointments, Broker appoints:

_____ to the owner; and 7

_____ to the prospect. 8

E. By acknowledging receipt of this notice, the undersigned parties reaffirm their consent for broker to act as an intermediary.

F. Additional Information: *(Disclose material information related to Broker's relationship to the parties, such as personal relationships or prior or contemplated business relationships.):*

Broker compensation or the sharing of compensation between brokers is not set by law nor fixed, controlled, recommended, or suggested by the Association of REALTORS®, MLS, or any listing service. Broker compensation is fully negotiable. Brokers independently determine their fees.

The undersigned acknowledge receipt of this notice

9 Seller or Landlord _____ Date

9 Prospect _____ Date

9 Seller or Landlord _____ Date

9 Prospect _____ Date

Intermediary Relationship Notice

Intermediary Relationship Notice - Current Version 8/23/24 - see pg i for outdate code			
1	Seller(s) name is missing or incorrect	i r n 1	Seller / Landlord name must match the names on the contract. Additional Seller names and signatures must be added. Changes must be initialed by all parties.
2	Buyer(s) name is missing or incorrect.	i r n 2	Buyer / tenant name must match the names on the contract. Additional Buyer names and signatures must be added. Changes must be initialed by all parties.
3	Broker's Firm	i r n 3	All City Real Estate is the correct brokerage name. Please correct. Changes must be initialed by all parties.
4	Property address missing or incomplete.	i r n 4	Missing full property address. Please correct. Changes must be initialed by all parties.
5	Missing the Date	i r n 5	Missing the date of notice. Please correct, all parties must initial the change.
6	D. Not checked WILL	i r n 6	All City Real Estate does not allow intermediary without appointment. Please correct and have all parties initial the change.
7	Missing agent name assigned to the owner or has any other name in the blank.	i r n 7	This blank is for the agent representing the owner. Please correct and have all parties initial the change.
8	Missing agent name assigned to the prospect or has any other name in the blank.	i r n 8	This blank is for the agent representing the prospect. Please correct and have all parties initial the change.
9	The signatures need to match the parties that are being represented on the contract.	i r n m	The signature(s) on this page do not match the names on the contract.
9	The contract has more parties being represented than what has signed the Intermediary Relationship notice.	i r n a	Signatures of additional buyer(s) / seller(s) on contract missing. Additional signatures must be added.

Use PCRS at the end

11-07-2022

APPROVED BY THE TEXAS REAL ESTATE COMMISSION

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. 1

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.

If the property is in a public improvement district, the seller must give you written notice as required by §5.014, Property Code.

2 DATED: _____ , _____.

3 All City Real Estate
Brokerage Company Name

4 _____
Broker or Sales Associate

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

5 _____
Prospective Buyer

6 _____
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 No. 57-0 replaces TREC No. OP-C.

Notice to Prospective Buyer

Notice to Prospective Buyer - Current Version - 11/7/22 - see pg i for outdate code			
1	Must be subject property address	n p b 1	Property address missing, incomplete or incorrect. Please correct and have buyer(s) initial the change.
2	Missing date	n p b 2	Missing the date. Please correct and have buyer(s) initial the change.
3	Anything other than All City Real Estate or full brokerage name of sponsoring broker.	n p b 3	All City Real Estate is the correct brokerage name. Agent/ Team / Group name cannot be on the broker / brokerage line.
4	Must have agent's printed name or signature.	n p b 4	Must have printed name or signature of agent. Please correct and have buyer(s) initial the change.
5	The signatures need to match the parties that are being represented on the contract.	n p b 5 m	The signature(s) on this page do not match the names on the contract.
5	The contract has more parties being represented than what has signed the Notice to Prospective Buyer.	n p b 5 a	Signatures of additional buyer(s) / seller(s) on contract missing. Additional signatures must be added.

Use PCRS at the end

This document is required for transactions that meet the following:

Seller Side:
Cash or Seller Financing with no cooperating broker representing the buyer.

Buyer Side:
All Cash or Seller Financing transactions regardless of seller's representation status.

ALL CITY Real Estate

Unrepresented Seller Notice

SELLER(s) has chosen NOT to be represented by a licensed Texas real estate broker.

The BUYER'S broker, ALL CITY REAL ESTATE, LICENSE NUMBER 1, and it's sales agent/broker associate, 2 represent the BUYER(s) and their best interests, and has not given advice or opinion to the SELLER(s) regarding any aspect of this transaction.

SELLER(s) have been provided a copy of the Information About Brokerage Services and a copy of the Consumer Protection Notice.

Acknowledgment

3 SELLER(s) Signature

4 DATE

EQUAL HOUSING OPPORTUNITY

Unrepresented Seller Notice

1	Brokerage Lic # must match sponsoring office	u s n 1	Brokerage Lic # incorrect or missing. (Insert correct Lic #).
2	Must have agent name	u s n 2	Missing agent name on blank in paragraph. This must be corrected and initialed by unrepresented seller.
3	Must be signed by all seller(s) listed on the contract.	u s n 3	Seller signature(s) missing or all sellers on the contract have not signed. Please correct and resubmit.
4	Must be dated	u s n 4	Missing the date seller(s) signed.

Use PCRS at the end

ALL CITY Real Estate

Unrepresented Buyer Notice

BUYER(s) has chosen NOT to be represented by a licensed Texas real estate broker.

The listing broker, ALL CITY REAL ESTATE, LICENSE NUMBER 1, and it's sales agent/broker associate, 2 represent the SELLER(s) and their best interests, and has not given advice or opinion to the BUYER(s) regarding any aspect of this transaction.

BUYER(s) have been provided a copy of the Information About Brokerage Services and a copy of the Consumer Protection Notice.

Acknowledgment

3 BUYER(s) Signature

4 DATE

EQUAL HOUSING OPPORTUNITY

Unrepresented Buyer Notice

1	Brokerage Lic # must match sponsoring office	u b n 1	Brokerage Lic # incorrect or missing. (Insert correct lic #).
2	Must have agent name	u b n 2	Missing agent name on blank in paragraph. This must be corrected and initialed by unrepresented buyer.
3	Must be signed by all buyer(s) listed on the contract.	u b n 3	Buyer signature(s) missing or all buyers on the contract have not signed. Please correct and resubmit.
4	Must be dated	u b n 4	Missing the date buyer(s) signed.

Use PCRS at the end

SECTION 2
Contracts



TEXAS REALTORS

RESIDENTIAL BUYER/TENANT REPRESENTATION AGREEMENT - SHORT 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. 2024

1. **PARTIES.** This Agreement is made between _____ _____ (Collectively, "Client") and **All City Real Estate** ("Broker").
2. **APPOINTMENT:** Client appoints Broker as Client's real estate agent subject to the terms of this Agreement.
3. **DEFINITIONS:** In this Agreement, "acquire" means to purchase or lease real property. "Market area" means that area in the State of Texas specified as follows (for example, *insert property address, subdivision, city, county, zip code, etc.*): _____ _____.
4. **TERM:** This Agreement begins on _____ and ends at 11:59 p.m. on _____.
5. **BROKER OBLIGATIONS: Broker must comply with minimum duties as required by law. Broker may represent other prospective buyers or tenants who may seek to acquire the same properties as Client. (*Check only one box*)**
   - ☐ Full Services. Broker will use Broker's best efforts to assist Client in the acquisition of property in the market area.
   - ☐ Showing Services. Paragraphs 6, 7, and 8 do not apply. Broker will provide Client with access to properties in the market area. Client will pay Broker a fee of $ _____ due upon execution of this Agreement.
6. **CLIENT OBLIGATIONS:** Client must: (a) work exclusively through Broker in acquiring property in the market area and (b) inform other brokers, sales agents, sellers, and landlords that Broker exclusively represents Client for the purpose of acquiring property in the market area and refer all such persons to Broker.
7. **BROKER COMPENSATION:**

   A. **Broker's Fees: When Earned and Payable, Client will pay Broker *(Complete all that apply)*:**
   (1) (Purchases) _____ % of the sales price or $ _____.
   (2) (Leases) _____ % of one month's rent or _____ % of all rents to be paid over the term of the lease or $ _____.

   B. Earned and Payable: Broker's fees are Earned when Client enters into a contract to acquire property in the market area during the Term. Broker's fees are Payable, either during the Term or after it ends, upon the earlier of: (1) the closing of a transaction to acquire a property or (2) Client's breach of a contract to acquire a property in the market area. "Closing" means the date legal title to a property is conveyed to Client or the date Client enters a binding lease.

   C. Source of Payment: Broker may receive compensation from the seller, landlord, or their agents. Broker will credit any such compensation towards compensation due Broker under this Agreement and Client will pay any remaining balance.

   D. Escrow Authorization: Client authorizes, and Broker may instruct, any escrow or closing agent to collect and disburse to Broker all amounts Payable to Broker.
8. **INTERMEDIARY:** Client ☐ does or ☐ does not authorize Broker to act as an intermediary if Client wishes to acquire one of Broker's listings. If intermediary is not authorized, Client will not be shown or acquire Broker's listings. **In accordance with applicable state law, Broker and Broker's associates: may not disclose to Client that the seller or landlord will accept a price less than the asking price unless otherwise instructed in a separate writing by the seller or landlord; may not disclose to the seller or landlord that Client will pay a price greater than the price submitted in a written offer to the seller or landlord unless otherwise instructed in a separate writing by Client; may not disclose any confidential information or any information a seller or landlord or Client specifically instructs Broker in writing not to disclose unless otherwise instructed in a separate writing by the respective party or required to disclose the information by the Real Estate License Act or a court order or if the information materially relates to the condition of the property; shall treat all parties to the transaction honestly; and shall comply with the Real Estate License Act.**

Broker compensation is not set by law nor fixed, controlled, or recommended by the Association of REALTORS® or MLS. Broker compensation is fully negotiable. Broker is prohibited from receiving compensation for brokerage services from any source that exceeds the amounts stated in this Agreement. This is a legally binding agreement. READ IT CAREFULLY. If you do not understand the effect of this Agreement, consult your attorney BEFORE signing. The parties authorize the use of electronic signatures for the signing of this Agreement.

9	**All City Real Estate** Broker's Printed Name License No.		Client's Printed Name
10	Broker's (or X Broker's Associate's) Signature Date	11	Client's Signature Date
10	Broker's Associate's Name, if applicable License No.		Client's Printed Name
		11	Client's Signature Date

Buyer / Tenant Representation Agreement - Short Form

Residential Buyer / Tenant Representation Agreement - Short Form - Current Version - 6/24/24 (no previous version)			
1	Missing Buyer names as reflected on the contract.	b r s f 1	All buyer(s) on the contract must also be listed on the Buyer Rep agreement. Missing buyer(s) must be added to the Buyer Rep Agreement.
2	Brokerage name	b r s f 2	All City Real Estate is the correct brokerage name. Agent / Team / Group name cannot be on the broker / brokerage line.
3	Must have market area listed.	b r s f 3	Missing market area. TREC is really cracking down on georgraphical compentency.
4	If the buyer rep agreement start date is after the contract effective date or if the end date is before the contract effective date. If there are no dates.	b r s f 4	The term of the Buyer Rep Agreement must begin on or before the effective date of contract and end on or after effective date.
5	Either Full Service or Showing service must be checked.	b r s f 5	Broker obligations: Full Services or Showing Services must be checked.
5	If Showing Services are checked.	b r s f 5 s s	Must be updated to Full Services for 6, 7 and 8 to apply.
7	If 7A(1) or (2) is not complete. ***Does not apply if Showing Services checked.	b r s f 7	In order to secure Buyer Agent Compensation, #7 must be completed.
8	Does or Does not must be checked. ***Does not apply if showing services checked.	b r s f 8	Intermediary must be checked does or does not.
9	All City Real Estate is the correct brokerage name. Agent / Team / Group name cannot be on this broker / brokerage line. or Correct brokerage name or lic # as follows: (insert All City Real Estate or correct lic #)	b r s f 9 or b r s f 9 a	All City Real Estate is the correct brokerage name. Agent / Team / Group name cannot be on this broker / brokerage line. or Correct brokerage name or lic # as follows: (insert All City Real Estate or correct lic #)
10	Agent signature missing. or Missing Date or checkbox not checked. or Missing agent printed name or lic #	b r s f 1 0 or b r s f 1 0 1 or b r s f 1 0 2	Agent signature missing. or Missing Date or Checkbox not checked. or Missing agent printed name or lic #.
11	Must be signed and dated by all buyers on the buyer rep agreement.	b r s f 1 1 m or b r s f 1 1 a or b r s f 1 1 d	Missing buyer signatures. or Signatures of additional buyer(s) on contract missing. Additional signatures must be added. or Buyer signature must be dated.

Signature Block - Broker	Signature Block - Client
All City Real Estate 9003633 All City Real Estate 9014560 All City Real Estate 9015435	Each buyer listed on the contract must sign the buyer rep agreement. The buyer rep agreement may have additional client signatures that are not on the contract. BUT all parties on the contract must be on buyer rep agreement or added on an amendment to buyer rep agreement.
Agent Signature and Date must be present Checkbox for Broker's Associate must be checked	Dates of Client signatures must be present
Agent's printed name and License # must be present	Addendum for signatures may be added to allow for additional buyer names and signatures if needed.

Use PCAB for corrections except signatures or initials.

Use UMDR after corrections unless corrections needed on 9, 10, 11 (signatures).

Use PCRS at the end

TEXAS REALTORS

RESIDENTIAL BUYER/TENANT REPRESENTATION AGREEMENT - LONG 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. 2024

1. **PARTIES:** The parties to this agreement are:

Client: _____

_____

Address: _____
City, State, Zip: _____
Phone: _____
Email/Fax: _____ Email/Fax: _____

Broker: **All City Real Estate** _____

_____

Address: _____
City, State, Zip: _____
Phone: _____
Email/Fax: _____ Email/Fax: _____

2. **APPOINTMENT:** Client grants Broker the exclusive right to act as Client's real estate agent for the purpose of acquiring property in the market area.

3. **DEFINITIONS:**
   A. "*Acquire*" means to purchase or lease.
   B. "*Closing*" in a sale transaction means the date legal title to a property is conveyed to a purchaser of property under a contract to buy. "Closing" in a lease transaction means the date a landlord and tenant enter into a binding lease of a property.
   C. *"Market area"* means that area in the State of Texas specified as follows (for example, *insert property address, subdivision, city, county, zip code, etc.)*: _____

_____

_____

_____.

   D. "*Property*" means any interest in real estate including but not limited to properties listed in a multiple listing service or other listing services, properties for sale by owners, and properties for sale by builders.

4. **TERM:** This agreement begins on _____ and ends at 11:59 p.m. on _____ .

5. **BROKER'S OBLIGATIONS:** Broker will: (a) use Broker's best efforts to assist Client in acquiring property in the market area; (b) assist Client in negotiating the acquisition of property in the market area; and (c) comply with other provisions of this agreement.

6. **CLIENT'S OBLIGATIONS:** Client will: (a) work exclusively through Broker in acquiring property in the market area and negotiate the acquisition of property in the market area only through Broker; (b) inform other brokers, salespersons, sellers, and landlords with whom Client may have contact that Broker exclusively represents Client for the purpose of acquiring property in the market area and refer all such persons to Broker; and (c) comply with other provisions of this agreement.

Buyer / Tenant Representation Agreement - Long Form

***Bottom of pgs 1-4 must be initialed by agent and all clients

Buyer / Tenant Representation Agreement Long Form - Current Version - 8/23/24 - see pg i for outdate code			
1	***Missing Buyer names as reflected on the contract.	b r l f 1	All buyer(s) on the contract must also be listed on the Buyer Rep agreement. Missing buyer(s) must be added to the Buyer Rep Agreement.
1	Client contact information missing	b r l f 1 a	Buyer contact details need to be completed.
1	Brokerage name wrong	b r l f 1 b	All City Real Estate is the correct brokerage name. Agent/ Team / Group name cannot be on the broker / brokerage line.
1	Brokerage address Email and Phone #	b r l f 1 c	Sponsoring broker office address needs to be completed. Phone # and Email either agents or brokerage.
3C	Must have market area listed. Cannot be Texas. Must be county, city, zip code or MLS name.	b r l f 3	Missing market area. TREC is really cracking down on georgraphical compentency.
4	If the buyer rep agreement start date is after the contract effective date or if the end date is before the contract effective date. If there are no dates.	b r l f 4	The term of the Buyer Rep Agreement must begin on or before the effective date of contract and end on or after effective date.

*** Not all buyers on the buyer's rep agreement have to be on the contract. BUT all buyers on the contract must be listed on the buyer's rep and other ACRE required documents.

Buyer / Tenant Representation Agreement pg 2

7. BROKER COMPENSATION:

Broker compensation or the sharing of compensation between brokers is not set by law nor fixed, controlled, recommended, or suggested, by the Association of REALTORS®, MLS, or any listing service. Broker compensation is fully negotiable. Brokers independently determine their fees. Broker is prohibited from receiving compensation for brokerage services from any source that exceeds the amounts stated in this agreement.

A. **Broker's Fee: When Earned and Payable, Client will pay Broker *(Complete all that apply)*:**

(1) (Purchases) _____ % of the sales price or a flat fee of $ _____ .

(2) (Leases) _____ % of one month's rent or _____ % of all rents to be paid over the term of the lease or a flat fee of $ _____ .

E. Additional Compensation: In addition to Broker's Fee specified under Paragraph 7A, Broker is entitled to the following compensation.

(1) Construction: If Client uses Broker's services to procure or negotiate the construction of improvements to property that Client owns or may acquire, Client ensures that Broker will receive from Client or the contractor(s) at the time the construction is substantially complete a fee equal to: _____.

(2) Service Providers: If Broker refers Client or any party to a transaction contemplated by this agreement to a service provider (for example, mover, cable company, telecommunications provider, utility, or contractor) Broker may receive a fee from the service provider for the referral.

(3) Other Compensation *(Only insert amounts or rates of compensation that are objectively ascertainable and the specific amount or rate is known at the time of execution. Do **not** insert bonuses, a range of compensation, or terms such as "TBD".)*: _____

_____

_____.

Buyer / Tenant Representation Agreement pg 3

H. County: Amounts Payable to Broker are to be paid in cash in **Williamson** County, Texas.

9. INTERMEDIARY: *(Check A or B only.)*

☐ A. Intermediary Status: Client desires to see Broker's listings. If Client wishes to acquire one of Broker's listings, Client authorizes Broker to act as an intermediary and Broker will notify Client that Broker will service the parties in accordance with one of the following alternatives.

(1) If the owner of the property is serviced by an associate other than the associate servicing Client under this agreement, Broker may notify Client that Broker will: (a) appoint the associate then servicing the owner to communicate with, carry out instructions of, and provide opinions and advice during negotiations to the owner; and (b) appoint the associate then servicing Client to the Client for the same purpose.

(2) If the owner of the property is serviced by the same associate who is servicing Client, Broker may notify Client that Broker will: (a) appoint another associate to communicate with, carry out instructions of, and provide opinions and advice during negotiations to Client; and (b) appoint the associate servicing the owner under the listing to the owner for the same purpose.

(3) Broker may notify Client that Broker will make no appointments as described under this Paragraph 9A and, in such an event, the associate servicing the parties will act solely as Broker's intermediary representative, who may facilitate the transaction but will not render opinions or advice during negotiations to either party.

☐ B. No Intermediary Status: Client does not wish to be shown or acquire any of Broker's listings.

Buyer / Tenant Representation Agreement - Long Form

***Bottom of pgs 1-4 must be initialed by agent and all clients

BTRA - LF pg 2 & 3			
7A (Pg 2)	If 7A(1) or (2) is not completed.	b r l f 7	In order to secure Buyer Agent Compensation, #7 must be completed.
7E (2-3) (Pg 2)	(2) This is for compensation for construction on client owned property. (3) This is for other types of compensation - NOT Bonuses.	b r l f 7 e	This field is not for bonuses. If a bonus is being offered, you must use the Amendment to Buyer Rep Agreement and input amount on #E.
7H (Pg 3)	Anything other than Williamson.	b r l f 7 h	is Williamson (this is the county of the broker's accounting office).
9 A or B (Pg 3)	A or B must be checked.	b r l f 9	9 A or B must be checked.
9 B (Pg 3)	If 9B is checked and there is an intermediary contract uploaded, they must change to 9A.	b r l f 9 b	Buyer Rep Agreement shows No Intermediary Status. Intermediary Contract has been executed. This must be corrected on an amendment to buyer rep agreement.

Buyer / Tenant Representation Agreement pg 4

16. ADDENDA: Addenda and other related documents which are part of this agreement are:

- ☐ Information About Brokerage Services
- ☐ Mold Remediation Consumer Protection
- ☐ Information Concerning Property Insurance
- ☐ General Information and Notice to Buyers and Sellers
- ☐ Protect Your Family from Lead in Your Home
- ☐ Information about Special Flood Hazard Areas
- ☐ For Your Protection: Get a Home Inspection
- ☐ Wire Fraud Warning
- ☐ _____

Buyer / Tenant Representation Agreement pg 5

17. SPECIAL PROVISIONS:

CONSULT AN ATTORNEY: Broker cannot give legal advice. This is a legally binding agreement. READ IT CAREFULLY. If you do not understand the effect of this agreement, consult your attorney BEFORE signing.

18 All City Real Estate
Broker's Printed Name License No. | Client's Printed Name

19 ☐ Broker's Signature Date | Client's Signature Date 20
☒ Broker's Associate's Signature

19 Broker's Associate's Printed Name, if applicable License No. | Client's Printed Name

Client's Signature Date 20

Buyer / Tenant Representation Agreement - Long Form

***Bottom of pgs 1-4 must be initialed by agent and all clients

BTRA - LF pgs 4-5			
16 (Pg 4)	All addenda checked on pg 4 #16 must be uploaded into the transaction.	b r l f 1 6	Associated addenda referenced as part of this agreement on pg 4 #16 must be uploaded. Please upload all addenda that is marked.
17	Anything but factual information.	b r l f 1 7	Only factual terms can be written here when there is not a paragraph pertaining to the matter. NO if / then language as this is considered practicing law.
18		b r l f 1 8 or b r l f 1 8 1	All City Real Estate is the correct brokerage name. Agent/ Team / Group name cannot be on the broker / brokerage line. or Correct brokerage name or lic # as follows: (insert All City Real Estate or correct lic #).
19		b r l f 1 9 or b r l f 1 9 1 or b r l f 1 9 2	Agent signature missing. or Missing Date or checkbox. or Missing agent printed name or lic #.
20		b r l f 2 0 or b r l f 2 0 1 or b r l f 2 0 2	Missing buyer signatures. or Signatures of additional buyer(s) on contract missing. Additional signatures must be added. or Buyer signature must be dated.

Signature Block - Broker	Signature Block - Client
All City Real Estate 9003633 All City Real Estate 9014560 All City Real Estate 9015435	Each buyer listed on the contract must sign the buyer rep agreement. The buyer rep agreement may have additional client signatures that are not on the contract. BUT all parties on the contract must be on buyer rep agreement or added on an amendment to buyer rep agreement.
Agent Signature and Date must be present Checkbox for Broker's Associate must be checked	Dates of Client signatures must be present
Agent's printed name and License # must be present	Addendum for signatures may be added to allow for additional buyer names and signatures if needed.

Use PCAB for corrections except initials or signatures
Use UMDR unless corrections needed to 18, 19, 20 (signatures)
Use PCRS at the end

TEXAS REALTORS

RESIDENTIAL REAL ESTATE LISTING AGREEMENT
EXCLUSIVE RIGHT TO SELL

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. 2024

1. PARTIES: The parties to this agreement (this Listing) are:

Seller: _____

_____

Address: _____

City, State, Zip: _____

Phone: _____

Email/Fax: _____ Email/Fax: _____

Broker: **All City Real Estate**

Address: _____

City, State, Zip: _____

Phone: _____

Email/Fax: _____ Email/Fax: _____

Seller appoints Broker as Seller's sole and exclusive real estate agent and grants to Broker the exclusive right to sell the Property.

2. PROPERTY: "Property" means the land, improvements, and accessories described below, except for any described exclusions.

A. Land: Lot _____, Block _____, _____ Addition, City of _____, in _____ County, Texas known as _____ (address/zip code), or as described on attached exhibit. *(If Property is a condominium, attach Condominium Addendum.)*

B. Improvements: The house, garage and all other fixtures and improvements attached to the above-described real property, including without limitation, the following **permanently installed and built-in items,** if any: all equipment and appliances, valances, screens, shutters, awnings, wall-to-wall carpeting, mirrors, ceiling fans, attic fans, mail boxes, television antennas, mounts and brackets for televisions and speakers, heating and air-conditioning units, security and fire detection equipment, wiring, plumbing and lighting fixtures, chandeliers, water softener system, kitchen equipment, garage door openers, cleaning equipment, shrubbery, landscaping, outdoor cooking equipment, and all other property attached to the above-described real property.

C. Accessories: The following described related accessories, if any: window air conditioning units, stove, fireplace screens, curtains and rods, blinds, window shades, draperies and rods, door keys, mailbox keys, above-ground pool, swimming pool equipment and maintenance accessories, artificial fireplace logs, security systems that are not fixtures, and controls for: (i) garage doors, (ii) entry gates, and (iii) other improvements and accessories. "Controls" includes Seller's transferable rights to the (i) software and applications used to access and control improvements or accessories, and (ii) hardware used solely to control improvements or accessories.

D. Exclusions: The following improvements and accessories will be retained by Seller and must be removed prior to delivery of possession: _____ .

E. Owners' Association: The Property ☐ is or ☐ is not subject to mandatory membership in a property owners' association.

Exclusive Right to Sell Listing Agreement Pg 1

*****Bottom of pgs 1-10 must be initialed by agent and all clients**

Residential Real Estate Listing Agreement - Exclusive Right to Sell - Current Version. 8/23/24 - see pg i for outdate code			
1	Missing Seller names as reflected on contract	L A 1	All Seller(s) must be listed on the listing agreement and ACRE required documents.
1	Client Contact information missing	L A 1 a	Seller contact details need to be completed (email address or phone number required).
1	Brokerage name wrong	L a 1 b	All City Real Estate is the correct brokerage name. Agent/ Team / Group name cannot be on the broker / brokerage line.
1	Brokerage address / email and Ph #	L A 1 c	Sponsoring broker office address needs to be completed. Phone # and Email either agents or brokerage.
2A	Lot, Block, Addition not completed	L A 2	Full legal description for the property must be on the listing agreement.
2A	Listing City missing	L A 2 a	The City is missing on #2A.
2A	Listing County missing	L A 2 b	The County is missing in #2A.
2A	Address / Zip Code	L A 2 c	The address and / or zip code is missing on #2A.
2E	Not checked is or is not	L A 2 e	#2E not checked is or is not subject to mandatory membership in a property owners' association.

Exclusive Right to Sell Listing Agreement Pg 2

3. LISTING PRICE: Seller instructs Broker to market the Property at the following price: $ _____ (Listing Price). Seller agrees to sell the Property for the Listing Price or any other price acceptable to Seller. Seller will pay all typical closing costs charged to sellers of residential real estate in Texas (seller's typical closing costs are those set forth in the residential contract forms promulgated by the Texas Real Estate Commission).

4. TERM:

A. This Listing begins on _____ and ends at 11:59 p.m. on _____ .

B. If Seller enters into a binding written contract to sell the Property before the date this Listing begins and the contract is binding on the date this Listing begins, this Listing will not commence and will be void.

5. BROKER COMPENSATION:

Broker compensation or the sharing of compensation between brokers is not set by law nor fixed, controlled, recommended, or suggested by the Association of REALTORS®, MLS, or any listing service. Broker compensation is fully negotiable. Brokers independently determine their fees.
(Complete either 5A or 5B only)

A. Broker's Fee (with compensation for other broker):

This Paragraph 5A includes payment of compensation to the other broker working with a buyer.
Complete both (1) and (2)

(1) When Earned and Payable, Seller will pay Broker *(insert total amount for Broker and other broker)*:

☐ (a) _____ % of the sales price or a flat fee of $ _____.

☐ (b) _____ .

If Broker does not pay the other broker that procures a buyer as specified in Paragraph 5A(2), Broker's Fee in this Paragraph 5A(1) will be reduced by any amount not paid to the other broker.

(2) If the other broker procures a buyer that purchases the Property, Seller authorizes Broker to pay and Broker will pay the other broker the following fees from amounts specified in 5A(1):

(a) if the other broker represents the buyer: _____ % of the sales price or $ _____; and

(b) if the other broker is a subagent: _____ % of the sales price or $ _____.

(3) Seller authorizes Broker to publicly disclose compensation for the other broker as specified in 5A(2).

(4) Broker will retain amounts specified in 5A(1) as Broker's Fee if there is no other broker that procures the buyer, including, but not limited to, transactions where Broker represents both Seller and buyer (intermediary) or buyer is unrepresented. Amounts specified in 5A(2)(a) will be applied towards any fees a buyer has agreed to pay Broker as specified in a separate written representation agreement.

B. Broker's Fee (without compensation for other broker):

(1) When Earned and Payable, Seller will pay Broker *(insert amount to be paid to Broker only)*:

☐ (a) _____ % of the sales price or a flat fee of $ _____.

☐ (b) _____ .

Note: Authorization to Disclose Seller Paying Buyer's Expenses. Seller ☐ does or ☐ does not authorize Broker to disclose to other brokers and prospective buyers that Seller will consider contributing an amount towards buyer's expenses, such as buyer's broker's fees or other expenses payable by a buyer under a sales contract. Seller is not obligated to pay any specific amount and has sole discretion to determine the amount Seller will pay towards buyer's expenses during negotiations with a buyer. (Use TXR 1412 to authorize Broker to disclose and advertise additional information, such as a specific amount of seller concessions.)

Exclusive Right to Sell Listing Agreement Pg 2

***Bottom of pgs 1-10 must be initialed by agent and all clients

Excl Right to Sell - Pg 2			
3	Actual list price missing. Not TBD	L A 3	Listing price missing or TBD. Actual listing price must be on the listing agreement or an amendment to listing agreement.
4A	Listing Term has expired. If the listing term was valid at the time the property went under contract an amendment to extend is not required but recommended.	L A 4	#4A The listing agreement has expired. The contract for property was executed prior to listing agreement expiring. You are not required to extend, but if the current transaction is to terminate, you cannot go back active on the MLS as the listing is no longer active. If you choose to extend upload the amendment to extend.
4A	Listing Term is blank.	L A 4 a	The term of the listing agreement is required. You must correct the start and end date of the listing agreement on an amendment to listing agreement.
5	Both 5A and 5B are completed	L A 5	5A or 5B only can be completed.
5	5A(1) shows same commission as 5A(2). But the agent has submitted a funding request and the buyer's agent has compensation on pg 10. ***this does not apply to 0% listing commission transactions***	L A 5 A	#5A(1) is for the total compensation to be paid by the seller, which includes the cooperating broker split. #5A(2) is the amount that cooperating broker is to be paid out of the total compensation listed in 5A(1).Please correct the amount in #5A(1) to include the total commission to be paid by seller.
5	#5B is completed with only listing broker compensation. The contract shows the buyer's agent is getting 3% on pg 10 and a compensation agreement between brokers.	L A 5 B	#5B is for listing broker compensation only. This is to be used only when seller is not paying cooperating broker through listing agreement. Since the contract shows that the buyer's agent is being paid through the brokerage you will need to amend the listing agreement to 5A(1) and 5A(2).
	Note: Not checked does or does not.	L A 5 C	Note: Authorization to Disclose Seller paying Buyer's Expenses not checked does or does not.

Exclusive Right to Sell Listing Agreement Pg 4

G. County: All amounts Payable to Broker are to be paid in cash in **Williamson** _____ County, Texas.

6. LISTING SERVICES:

A. Filing: Seller instructs Broker as follows: *(Check 1 or 2 only.)*

☐ (1) Broker will file this Listing with one or more Multiple Listing Services (MLS) according to the following: *(Check only one box.)*

☐ (a) Broker will file this Listing with one or more Multiple Listing Services (MLS) by the earlier of the time required by MLS rules or 5 days after the date this Listing begins. Seller authorizes Broker to submit information about this Listing and the sale of the Property to the MLS.

☐ (b) Seller instructs Broker not to file this Listing with one or more Multiple Listing Services (MLS) until _____ days after the date this Listing begins for the following purpose(s): _____

_____

(NOTE: Do not check if prohibited by Multiple Listing Service(s).)

☐ (2) Broker will not file this Listing with any Multiple Listing Services (MLS) or other listing service.

Exclusive Right to Sell Listing Agreement Pg 5

7. ACCESS TO THE PROPERTY:

B. Scheduling Companies: Broker may engage the following companies to schedule appointments and to authorize others to access the Property: _____ .

C. Keybox: **A keybox is a locked container placed on the Property that holds a key to the Property. A keybox makes it more convenient for brokers, their associates, inspectors, appraisers, and contractors to show, inspect, or repair the Property. The keybox is opened by a special combination, key, or programmed device so that authorized persons may enter the Property, even in Seller's absence. Using a keybox will probably increase the number of showings, but involves risks (for example, unauthorized entry, theft, property damage, or personal injury). Neither the Association of REALTORS® nor MLS requires the use of a keybox.**

Exclusive Right to Sell Listing Agreement Pg 6

9. INTERMEDIARY: *(Check A or B only.)*

☐ A. Intermediary Status: Broker may show the Property to interested prospective buyers who Broker represents. If a prospective buyer who Broker represents offers to buy the Property, Seller authorizes Broker to act as an intermediary and Broker will notify Seller that Broker will service the parties in accordance with one of the following alternatives.

☐ B. No Intermediary Status: Seller agrees that Broker will not show the Property to prospective buyers who Broker represents.

Exclusive Right to Sell Listing Agreement Pg 4, 5, 6

*****Bottom of pgs 1-10 must be initialed by agent and all clients**

Excl Right to Sell - Pgs 4-6			
5G (Pg 4)	Any county other than Williamson	L A 5 G	#5G is Williamson (this is the county of the broker's accounting office).
6A (Pg 4)	6A1(a or b) or 6A2 must be checked.	L A 6	Either 6A(1) or 6A(2) must be checked. If 6A(1) is checked then (a or b) must be checked.
7B (Pg 5)	This should not be plumber, other agents, photographers, etc.	L A 7	This blank is for how people will schedule appointments to show the property. This is not for who might schedule to see the property. (i.e. Listing agent, ShowingTime, BrokerBay) blank is for how people will schedule appointments to show the property. This is not for who might schedule to see the property. (i.e. Listing agent, ShowingTime, BrokerBay)
9	9 A or B must be checked. Only 1	L A 9	#9 Intermediary A or B must be checked.
9B	If 9B is checked and an intermediary contract is uploaded, the listing agreement must be updated on an amendment to 9A.	L A 9 B	#9 Intermediary: B No intermediary status is checked but you have an intermediary contract. You must correct to A: Intermediary Status.

Exclusive Right to Sell Listing Agreement Pg 7

C. Broker is authorized to market the Property with the following financing options:

- [ ] (1) Conventional
- [ ] (2) VA
- [ ] (3) FHA
- [ ] (4) Cash
- [ ] (5) Texas Veterans Land Program
- [ ] (6) Owner Financing
- [ ] (7) Other

E. Seller is current and not delinquent on all loans and all other financial obligations related to the Property, including but not limited to mortgages, home equity loans, home improvement loans, homeowner association fees, and taxes, except _____ _____;

Exclusive Right to Sell Listing Agreement Pg 8

F. Seller is not aware of any liens or other encumbrances against the Property, except _____ _____;

G. the Property is not subject to the jurisdiction of any court;

H. all information relating to the Property Seller provides to Broker is true and correct to the best of Seller's knowledge;

I. the name of any employer, relocation company, or other entity that provides benefits to Seller when selling the Property is: _____;

J. the Seller Listing Content, and the license granted to Broker for the Seller Listing Content, do not violate or infringe upon the rights, including any copyright rights, of any person or entity; and

K. Seller is aware of the Property being located in the following public improvement district (PID), municipal utility district (MUD), or other statutorily created districts providing water, sewer, drainage, or flood control facilities and services (list all that Seller is aware of): _____

Exclusive Right to Sell Listing Agreement Pg 9

15. SPECIAL PROVISIONS:

19. ADDENDA AND OTHER DOCUMENTS: Addenda that are part of this Listing and other documents that Seller may need to provide are:

- [X] A. Information About Brokerage Services;
- [ ] B. Seller Disclosure Notice (§5.008, Texas Property Code);
- [ ] C. Addendum for Seller's Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (required if Property was built before 1978);
- [ ] D. Residential Real Property Affidavit (T-47 Affidavit; related to existing survey);
- [ ] E. MUD, Water District, or Statutory Tax District Disclosure Notice (Chapter 49, Texas Water Code);
- [ ] F. PID Disclosure Notice;
- [ ] G. Request for Information from an Owners' Association;
- [ ] H. Request for Mortgage Information;
- [ ] I. Information about Mineral Clauses in Contract Forms;
- [ ] J. Information about On-Site Sewer Facility;
- [ ] K. Information about Property Insurance for a Buyer or Seller;
- [ ] L. Information about Special Flood Hazard Areas;
- [ ] M. Condominium Addendum to Listing;
- [ ] N. Keybox Authorization by Tenant;
- [ ] O. Seller's Authorization to Disclose and Advertise Certain Information; and
- [X] P. **Wire Fraud Notice; General Information and Notice to Buyers and Sellers**

Exclusive Right to Sell Listing Agreement Pg 7, 8, 9

***Bottom of pgs 1-10 must be initialed by agent and all clients

Excl Right to Sell - Pgs 4-6			
11C	At least 1 must be checked.	L A 1 1 C	At least one financing option must be checked.
12E (Pg 7)	12E - Just note if something is in these. No corrections, just be aware when reviewing docs.	L A 1 2 e	12E is for delinquent items related to the property.
12I (pg 7)	12I - Just note if something is in these. No corrections, just be aware when reviewing docs.	L A 1 2 i	12I is for company or entity providing a benefit to the seller when selling the property.
12K (Pg 8)	If a Mud, PID or Water District is listed, you must have buyer signed notice in contract docs	L A 1 2 K	12K is used to disclose the property is located in a PID, MUD or other statutory tax district.
15 (Pg 9)	Anything but factual information.	L A 1 5	Only factual terms can be written here when there is not a paragraph pertaining to the matter. NO if / then language as this is considered practicing law.
19 (Pg 9)	Addenda checked on #19 only required if warranted by the contract. (i.e. checked for T-47 but buyer is ordering a new survey - T-47 not needed).	L A 1 9	#19 Missing addenda as referenced: (insert the Letter and name of addenda missing). Please upload this under a separate placeholder so no documents are removed or replaced.

Exclusive Right to Sell Listing Agreement Pg 10

H. If Seller is a "foreign person" as defined by federal law, a buyer may be required to withhold certain amounts from the sales proceeds and deliver the same to the Internal Revenue Service to comply with applicable tax law. A "foreign person" is a: (1) nonresident alien individual; (2) foreign corporation that has not made an election under section 897(i) of the Internal Revenue Code to be treated as a domestic corporation; or (3) foreign partnership, trust, or estate. The definition does not include a resident alien individual. Seller notifies Broker that Seller ☐ is or ☐ is not a "foreign person" as defined by federal law. If Seller is unsure whether Seller qualifies as a "foreign person" under federal law, Broker advises Seller to consult a tax professional or an attorney.

Exclusive Right to Sell Listing Agreement Pg 11

22 All City Real Estate
Broker's Printed Name License No.

☐ Broker's Signature Date
23 ☒ Broker's Associate's Signature, as an authorized agent of Broker

23 Broker's Associate's Printed Name, if applicable License No.

Seller's Printed Name

24 Seller's Signature Date

Seller's Printed Name

24 Seller's Signature Date

Exclusive Right to Sell Listing Agreement Pg 10, 11

*****Bottom of pgs 1-10 must be initialed by agent and all clients**

Excl Right to Sell - Pgs 10-11			
21H (Pg 10)	Must be checked is or is not	L A 2 1 H	21H not checked is or is not.
22	Broker Must be correct name and Lic # for sponsoring broker	L A 2 2 or L A 2 2 A	All City Real Estate is the correct brokerage name. Agent/ Team / Group name cannot be on the broker / brokerage line. or Correct brokerage name or lic # as follows: (insert All City Real Estate or correct lic #).
23	Broker's Signature Must have agent signature, checkbox for Broker's associate, lic # and date	L A 2 3 or L A 2 3 1 or L A 2 3 2	Agent signature missing. or Missing Checkbox or Missing Date. or Missing agent printed name or lic #.
24	Must be signed by all seller(s).	L A 2 4 or L A 2 4 1 or L A 2 4 2	Missing seller signatures. or Signatures of additional seller(s) on contract missing. Additional signatures must be added. or Seller signature must be dated.

Use PCAL for corrections except initials or signatures

Use UMDR unless corrections needed to 22, 23, 24 (signatures)

Use PCRS at the end

Signature Block	
Signature Block - Broker	Signature Block - Client
All City Real Estate 9003633 All City Real Estate 9014560 All City Real Estate 9015435	Each seller listed on the contract must sign Listing Agreement.
Agent Signature and Date must be present Checkbox for Broker's Associate must be checked	Dates of Client signatures must be present
Agent's printed name and License # must be present	Addendum for signatures may be added to allow for additional seller names and signatures if needed.

TEXAS REALTORS

SELLER'S AUTHORIZATION TO DISCLOSE AND ADVERTISE CERTAIN INFORMATION

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. 2024

1 **CONCERNING THE PROPERTY AT** _____
_____.

A. Seller authorizes Broker to disclose to other brokers and prospective buyers that Seller will consider contributing an amount up to $_____ towards buyer's expenses. Buyer may use these funds to pay for buyer's broker's fees or other expenses payable by buyer under a sales contract.

Seller is not obligated to pay this amount or any other amount unless Seller agrees to such payment in a sales contract. Seller has the sole discretion to determine the amount Seller will pay towards buyer's expenses during negotiations with the buyer.

If the amount of Seller's contribution is included on a Multiple Listing Service (MLS), such amount cannot be limited to or conditioned upon the retention of or payment to a cooperating broker, buyer broker, or other buyer representative.

B. Seller authorizes Broker, at Broker's discretion, to disclose and advertise the following information concerning the Property to prospective buyers and other brokers *(for example, insert information regarding Seller's reasons for placing the Property on the market, any conditions of sale, or phrases such as "terms are negotiable," or "bring all offers"):*

NOTE: All disclosures and advertisements must be in compliance with local, state, and federal laws as well as TREC rules, the NAR Code of Ethics, and MLS policies.

2 _____	2 _____
Seller's Printed Name	Seller's Printed Name
3 _____	3 _____
Seller's Signature Date	Seller's Signature Date

Seller’s Authorization to Disclose and Advertise Certain Information

Seller’s Authorization to Disclose and Advertise Certain Information			
1	Property	s a 1	Missing property address. Please correct and have seller’s initial the change.
2	Seller(s) printed name	s a 2 or s a 2 a	Missing Seller(s) Printed Name(s). or Printed name of additional seller(s) on contract missing. Additional signatures must be added.
3	Seller(s) signature	s a 3 or s a 3 a	Missing Seller signature(s) and date. or Signatures of additional seller(s) on contract missing. Additional signatures must be added.

Use PCAL for corrections except initials or signatures
Use UMDR unless corrections needed to 3 (signatures)
Use PCRS at the end

TEXAS REALTORS

TERMINATION OF LISTING

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. 2006

TERMINATION OF LISTING BETWEEN THE UNDERSIGNED PARTIES CONCERNING THE PROPERTY LOCATED AT

1 _____

A. Definitions: "Owner" means the seller or landlord of the above-referenced Property. "Listing" means the above-referenced listing agreement.

B. Representation: Owner represents that there are currently no negotiations pending or contemplated with anyone for the sale, lease, or exchange of the Property.

2 C. Termination Date: The parties terminate the Listing at 11:59 p.m. on _____ .

3 D. Termination Fees:

(1) Upon execution of this termination agreement, Owner will pay Broker a fee of $ _____ for services rendered through the termination date.

(2) If Owner agrees to sell or lease the Property on or before _____ , by oral or written agreement or option, Owner will pay Broker at the time the Property is sold or leased a fee equal to *(check all that apply)*:

☐ (a) _____ % of the sales price if Owner sells the Property.

☐ (b) _____ % of the gross rent over the term of the lease if Owner leases the Property.

☐ (c) _____
_____ .

(3) The fees specified in Paragraph D(2) are payable only if Owner agrees to sell or lease the Property to: *(Check one box only.)*

4 ☐ (a) anyone.

☐ (b) _____
_____
_____ .

E. Release: Except for the promises and representation in this document, Owner and Broker release each other from **all** obligations under or related to the Listing (including but not limited to the protection period clause which will no longer apply).

5 Broker's (Company's) Printed Name	6 License No.	7 Seller or Landlord	Date
By: 8 Broker's Associate's Signature	Date	7 Seller or Landlord	Date

TERMINATION OF LISTING AGREEMENT

1	PROPERTY ADDRESS	t l 1	Missing property address. Please correct and have seller(s) initial the change.
2	Termination Date	t l 2 c	Termination date is missing or incorrect. Please correct and have seller(s) initial the change.
3	Termination Fees***	t l 2 d 2	***If 2D(2)(a, b or c) are completed then the date must be in 2D(2).
4	Parties****	t l 2 d 3	****If 2D(2) has a date and 2D(2)(a, b or c) are completed, then 2D(3)(a and or b) must be completed.
5	Broker's Name	t l 3	All City Real Estate
6	Broker's Lic #	t l 4	Brokerage Lic # missing or incorrect. (Insert correct Lic #).
7	Seller / Landlord Signature	t l 5 or t l 5 a	All parties that signed the listing agreement must sign the termination of listing agreement. or All parties added to the listing agreement on an amendment to listing agreement must sign the termination of listing agreement.
8	Broker's Associate Signature	t l 6	Agent signature missing.

Use PCRS at the end

One to Four Family Residential Contract (Resale) Pg 1

11-04-2024

PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

ONE TO FOUR FAMILY RESIDENTIAL CONTRACT (RESALE)

NOTICE: Not For Use For Condominium Transactions

1. **PARTIES:** The parties to this contract are _____ (Seller) and _____ (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

2. **PROPERTY:** The land, improvements and accessories are collectively referred to as the Property (Property).

A. LAND: Lot _____ Block _____, _____ Addition, City of _____, County of _____, Texas, known as _____ (address/zip code), or as described on attached exhibit.

D. EXCLUSIONS: The following improvements and accessories will be retained by Seller and must be removed prior to delivery of possession: _____

3. **SALES PRICE:**

A. Cash portion of Sales Price payable by Buyer at closing ..... $ _____
The term "Cash portion of the Sales Price" does not include proceeds from borrowing of any kind or selling other real property except as disclosed in this contract.

B. Sum of all financing described in the attached: ☐ Third Party Financing Addendum, ☐ Loan Assumption Addendum, ☐ Seller Financing Addendum ..... $ _____

C. Sales Price (Sum of A and B) ..... $ _____

4. **LEASES:** Except as disclosed in this contract, Seller is not aware of any leases affecting the Property. After the Effective Date, Seller may not, without Buyer's written consent, create a new lease, amend any existing lease, or convey any interest in the Property. (Check all applicable boxes)

☐ A. RESIDENTIAL LEASES: The Property is subject to one or more residential leases and the Addendum Regarding Residential Leases is attached to this contract.

☐ B. FIXTURE LEASES: Fixtures on the Property are subject to one or more fixture leases (for example, solar panels, propane tanks, water softener, security system) and the Addendum Regarding Fixture Leases is attached to this contract.

☐ C. NATURAL RESOURCE LEASES: "Natural Resource Lease" means an existing oil and gas, mineral, geothermal, water, wind, or other natural resource lease affecting the Property to which Seller is a party.

☐ (1) Seller has delivered to Buyer a copy of all the Natural Resource Leases.

☐ (2) Seller has not delivered to Buyer a copy of all the Natural Resource Leases. Seller shall provide to Buyer a copy of all the Natural Resource Leases within 3 days after the Effective Date. Buyer may terminate the contract within _____ days after the date the Buyer receives all the Natural Resource Leases and the earnest money shall be refunded to Buyer.

The One to Four Family Residential contract is 12 pages including Broker Info page and Earnest and Option Receipt page.

- First 8 pages requiring buyer and seller initials at the bottom.
- Pg 9 requires buyer and seller signatures.
- All pages require property address across the top.
- The current version is 11-04-2024.

One to Four Family Residential Contract (Resale) Pg 1

*****Bottom of pgs 1-8 must be initialed by buyer(s) and seller(s).**
******Top of pgs 2-12 have property address at the top******

1 Seller (Pg 1) Listing Side	Missing seller name(s) from listing agreement on the contract.	o f 1 s	All seller(s) on the listing agreement must be listed on the contract. Missing seller(s) must be added to the contract.
1 Seller (Pg 1) Listing Side	Seller name(s) on the contract do not match the listing agreement.	o f 1 s 2	All seller(s) on the contract must also be listed on the Listing Agreement. Missing seller(s) must be added to the Listing Agreement.
1 Buyer (Pg 1) Buyer Side	Buyer name(s) on the contract are not on the buyer rep agreement.	o f 1 b	All buyer(s) on the contract must also be listed on the Buyer Rep agreement and all ACRE required docs. Missing buyer(s) must be added to the Buyer Rep Agreement.
2A (Pg 1)	Missing full Legal Description	o f 2 l d	Missing full legal description for Subject Property.
2A (Pg 1)	Missing City or County.	o f 2 c	Missing City or County for Subject Property.
2A (Pg 1)	Property Address incomplete or missing	o f 2 a	Property address missing or incomplete.
2A (Pg 1)	Missing property zip code	o f 2 z	Missing property zip code.
2D (Pg 1)	Incorrect items listed	o f 2 d	Incorrect items listed. These must be removed on an amendment to contract.
3A (Pg 1)	Amount financed and cash doesn't match TPFA	o f 3 a	Cash portion on 3A has been transposed with Financed amount on 3B.
3B (Pg 1)	Financed portion and type	o f 3 b or o f 3 b 1	The amount on TPFA does not match the amount in 3B. or #3B type of financing not checked.
3C (Pg 1)	Total Sales Price doesn't match	o f 3 c	The sales price in 3C of the contract does not match the sales price in the transaction details. Please upload amendment changing price or correct the transaction details.
4 (Pg 1)	4- Leases A. Residential Leases B. Fixture Leases C Natural Resource Leases ****** Only if they are checked but are not required or not uploaded. ******	o f 4 a or o f 4 b or o f 4 c	#4A Residential Leases checked on pg 1 this is only for Lease on the property where the tenant is not a party to the contract. This is not for Pg 6 #10 Temp Lease. This must be uploaded into transaction. If this is not applicable, it must be removed on an amendment to contract. or #4B Fixture Leases checked on pg 1. This must be uploaded into transaction. If this is not applicable, it must be removed on an amendment to contract. or #4C Natural Resource Leases checked on pg 1. #1 or 2 must be checked. If 2, # of days for delivery must be completed. If this is not applicable, it must be removed on an amendment to contract.

One to Four Family Residential Contract (Resale) Pg 2

5. EARNEST MONEY AND TERMINATION OPTION:

A. DELIVERY OF EARNEST MONEY AND OPTION FEE: Within 3 days after the Effective Date, Buyer must deliver to _____ (Escrow Agent) at _____ (address): $ _____ as earnest money and $ _____ as the Option Fee. The earnest money and Option Fee shall be made payable to Escrow Agent and may be paid separately or combined in a single payment.

B. TERMINATION OPTION: For nominal consideration, the receipt of which Seller acknowledges, and Buyer's agreement to pay the Option Fee within the time required, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within _____ days after the Effective Date of this contract (Option Period). Notices under this paragraph must be given by 5:00 p.m. (local time where the Property is located) by the date specified. If Buyer gives notice of termination within the time prescribed: (i) the Option Fee will not be refunded and Escrow Agent shall release any Option Fee remaining with Escrow Agent to Seller; and (ii) any earnest money will be refunded to Buyer.

6. TITLE POLICY AND SURVEY:

A. TITLE POLICY: Seller shall furnish to Buyer at ☐ Seller's ☐ Buyer's expense an owner policy of title insurance (Title Policy) issued by _____ (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:

(8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements:
☐ (i) will not be amended or deleted from the title policy; or
☐ (ii) will be amended to read, "shortages in area" at the expense of ☐ Buyer ☐ Seller.

One to Four Family Residential Contract (Resale) Pg 3

C. SURVEY: The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only)

☐ (1) Within _____ days after the Effective Date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit or Declaration promulgated by the Texas Department of Insurance (T-47 Affidavit or T-47.1 Declaration). Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date if Seller fails to furnish within the time prescribed both the: (i) existing survey; and (ii) affidavit or declaration. If the Title Company or Buyer's lender does not accept the existing survey, or the affidavit or declaration, Buyer shall obtain a new survey at ☐ Seller's ☐ Buyer's expense no later than 3 days prior to Closing Date.

☐ (2) Within _____ days after the Effective Date of this contract, Buyer may obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier. If Buyer fails to obtain the survey, Buyer may not terminate the contract under Paragraph 2B of the Third Party Financing Addendum because the survey was not obtained.

☐ (3) Within _____ days after the Effective Date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.

(2) MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S): The Property ☐ is ☐ is not subject to mandatory membership in a property owners association(s). If the Property is subject to mandatory membership in a property owners association(s), Seller notifies Buyer under

One to Four Family Residential Contract (Resale) Pg 2, 3

***Bottom of pgs 1-8 must be initialed by buyer(s) and seller(s).
****Top of pgs 2-12 have property address at the top****

5A (Buyer Side)	#5A of contract either missing title co name, has only escrow officer name or partial / missing address.	o f 5 a	#5A First line is for the Title Company (Escrow Agent), second line is for physical address. The Escrow Officer should not be listed on the contract.
5A (Buyer Side)	#5A of the contract has title co / escrow officer name and full physical address.	o f 5 a 2	#5A First line is for the Title Company (Escrow Agent), second line is for physical address. The Escrow Officer should not be listed on the contract. Please update format for future transactions. - Approved for this transaction only.
5A (Listing Side)	#5A of the contract has title co / escrow officer & full physical address	o f 5 a 3	#5A First line is for the Title Company (Escrow Agent), second line is for physical address. The Escrow Officer should not be listed on the contract. Approved for this transaction only. (Moving forward you should correct on the offer prior to execution, have seller(s) initial the changes and return to buyer's agent for initials and to execute).
5A (Listing Side)	#5A of the contract has title co / escrow officer name & address	o f 5 a 4	#5A First line is for the Title Company (Escrow Agent), second line is for physical address. The Escrow Officer should not be listed on the contract. This must be corrected on an amendment to contract. (Moving forward, you should correct on the offer prior to execution, have the seller's initial the changes and return to buyer's agent for initials and to execute).
5B	Option fee line is blank but 5B has option days listed.	o f 5 b	There must be an option fee paid to have option days. Please correct either the missing option fee or remove the option days on an amendment to contract.
6A	Buyer or Seller not checked on Financed Transaction	o f 6 a	Seller or Buyer must be checked or both if splitting the title policy.
6A	Missing Title company name	o f 6 a 2	#6A missing title company name.
6A(8)	Not checked (i) or (ii)	o f 6 a 3	#6A(8)(i) or (ii) not checked. If 6A(8)(ii) buyer / seller or both must be checked.
6C	*Does not apply to cash or seller financing - not getting survey.	o f 6 c	#6C 1,2 or 3 not checked.
6C(1-3)		o f 6 c 1	#6C(1, 2 or 3) not checked or missing information.
#6E(2)		o f 6 e 2	Not checked is or is not subject to mandatory membership in a property owners association.

One to Four Family Residential Contract (Resale) Pg 4

(12) REQUIRED NOTICES: The following notices have been given or are attached to this contract (for example, utility, water, drainage, and public improvement districts): _____

_____.

Seller's failure to provide applicable statutory notices may provide Buyer with remedies or rights to terminate the contract.

7. PROPERTY CONDITION:

A. ACCESS, INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Any hydrostatic testing must be separately authorized by Seller in writing. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.

B. SELLER'S DISCLOSURE NOTICE PURSUANT TO §5.008, TEXAS PROPERTY CODE (Notice):

(Check one box only)

☐ (1) Buyer has received the Notice.

☐ (2) Buyer has not received the Notice. Within _____ days after the Effective Date of this contract, Seller shall deliver the Notice to Buyer. If Buyer does not receive the Notice, Buyer may terminate this contract at any time prior to the closing and the earnest money will be refunded to Buyer. If Seller delivers the Notice, Buyer may terminate this contract for any reason within 7 days after Buyer receives the Notice or prior to the closing, whichever first occurs, and the earnest money will be refunded to Buyer.

☐ (3) The Seller is not required to furnish the notice under the Texas Property Code.

C. SELLER'S DISCLOSURE OF LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS is required by Federal law for a residential dwelling constructed prior to 1978.

D. ACCEPTANCE OF PROPERTY CONDITION: "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the

One to Four Family Residential Contract (Resale) Pg 5

warranties in this contract. Buyer's agreement to accept the Property As Is under Paragraph 7D(1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.

(Check one box only)

☐ (1) Buyer accepts the Property As Is.

☐ (2) Buyer accepts the Property As Is provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: _____

H. RESIDENTIAL SERVICE CONTRACTS: Buyer may purchase a residential service contract from a provider or administrator licensed by the Texas Department of Licensing and Regulation. If Buyer purchases a residential service contract, Seller shall reimburse Buyer at closing for the cost of the residential service contract in an amount not exceeding $ _____. Buyer should review any residential service contract for the scope of coverage, exclusions and limitations. **The purchase of a residential service contract is optional. Similar coverage may be purchased from various companies authorized to do business in Texas.**

8. BROKERS AND SALES AGENTS:

A. BROKER OR SALES AGENT DISCLOSURE: Texas law requires a real estate broker or sales agent who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the broker or sales agent owns more than 10%, or a trust for which the broker or sales agent acts as a trustee or of which the broker or sales agent or the broker or sales agent's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: _____

_____.

B. BROKERS' FEES: All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

9. CLOSING:

A. The closing of the sale will be on or before _____, _____, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.

One to Four Family Residential Contract (Resale) Pg 4, 5

***Bottom of pgs 1-8 must be initialed by buyer(s) and seller(s).
****Top of pgs 2-12 have property address at the top****

6E(12)	**Notices Seller Req to Provide**	o f 6 e 1 2	#6E(12) missing notice as referenced. Please upload under separate placeholder so no documents are removed or replaced.
7B	**(1, 2 or 3) not checked**	o f 7 b	#7B 1, 2 or 3 not checked.
7B(3)	**Not required is checked - What is the reason? Is it an Estate, Trust, Foreclosure?**	o f 7 b 3	#7B(3) is checked. What is the reason the seller is exempt from providing SDN?
7D(2)	**Checked but nothing written in**	o f 7 d 2	#7D(2) is checked but there is nothing written in that seller must provide or complete. This needs to be updated to 7D(1) if no requirements or the items listed on an amendment to contract.
7H	**Warranty - Not a correction request unless the number just doesn't make sense**	o f 7 h	#7H the amount for the home warranty appears to be wrong. Please confirm and resubmit or correct on an amendment to contract.
8A	**Only if the agent is party to the contract and it has not been disclosed**	o f 8 a	Disclosure: Agent has not disclosed familial status to principal or as a party to the contract that holds an active TX real estate lic or an Inactive TX real estate lic.
9A	**Closing date has passed and there is no amendment to extend uploaded**	o f 9 a	#9A the closing has passed. You must upload the amendment to extend closing date.

10. POSSESSION:

A. BUYER'S POSSESSION: Seller shall deliver to Buyer possession of the Property in its present or required condition, ordinary wear and tear excepted: ☐ upon closing and funding ☐ according to a temporary residential lease form promulgated by TREC or other written lease required by

---

11. SPECIAL PROVISIONS: (This paragraph is intended to be used only for additional informational items. An informational item is a statement that completes a blank in a contract form, discloses factual information, or provides instructions. Real estate brokers and sales agents are prohibited from practicing law and shall not add to, delete, or modify any provision of this contract unless drafted by a party to this contract or a party's attorney.)

12. SETTLEMENT AND OTHER EXPENSES:

A. The following expenses must be paid at or prior to closing:

(1) Seller shall pay the following expenses (Seller's Expenses):

(a) releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; brokerage fees that Seller has agreed to pay; and other expenses payable by Seller under this contract;

(b) the following amount to be applied to brokerage fees that Buyer has agreed to pay: ☐ $ _____ or ☐ _____ % of the Sales Price (check one box only); and

(c) an amount not to exceed $ _____ to be applied to other Buyer's Expenses.

One to Four Family Residential Contract (Resale) Pg 6

***Bottom of pgs 1-8 must be initialed by buyer(s) and seller(s).
****Top of pgs 2-12 have property address at the top****

10A	Possession is checked according to a temp lease but there is not a temp lease on #22 and no temp lease has been uploaded.	o f 1 0 l	#10 is according to a temp lease but there is no temp lease referenced on #22 of contract and no temp lease has been uploaded. If temp lease in effect, please upload and resubmit your transaction.
10A	Possession is checked upon closing and funding but there is a temp lease that has been uploaded and no amendment to change.	o f 1 0 u	#10 is checked upon closing and funding however there is a temp lease that has been added to #22 of the contract or uploaded into the system. The possession must be corrected.
11	Anything that is factual that does not have a paragraph that will cover the topic.	o f 1 1 s p	#11 Only factual terms can be written here when there is not a paragraph pertaining to the matter. NO if / then language as this is considered practicing law.
12A(1)(b)	There is a flat fee or % on 12A(1)(b) as well as the same number on bottom of broker information page and / or a compensation agreement between brokers	o f 1 2 b	Compensation paid by seller to buyer's broker is listed in 12 (A)(1)(b) of the contract. If 12(A)(1)(b) is completed then the compensation on bottom of broker information page would not be completed as this is compensation from the listing broker to buyer broker (addressed in Compensation Agreement Between Brokers TXR-2402). If the listing broker is paying the buyer's broker, then an amendment to contract, changing 12A(1)(b) to 0% will be needed. ****If seller and listing broker are both paying, then both sections will be completed.

One to Four Family Residential Contract (Resale) Pg 8

21. NOTICES: All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by fax or electronic transmission as follows:

To Buyer at: _____

_____

Phone: _____

E-mail/Fax: _____

E-mail/Fax: _____
With a copy to Buyer's agent at:
_____

To Seller at: _____

_____

Phone: _____

E-mail/Fax: _____

E-mail/Fax: _____
With a copy to Seller's agent at:
_____

22. AGREEMENT OF PARTIES: This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (Check all applicable boxes):

- ☐ Third Party Financing Addendum
- ☐ Seller Financing Addendum
- ☐ Addendum for Property Subject to Mandatory Membership in a Property Owners Association
- ☐ Buyer's Temporary Residential Lease
- ☐ Loan Assumption Addendum
- ☐ Addendum for Sale of Other Property by Buyer
- ☐ Addendum for Reservation of Oil, Gas and Other Minerals
- ☐ Addendum for "Back-Up" Contract
- ☐ Addendum for Coastal Area Property
- ☐ Addendum for Authorizing Hydrostatic Testing
- ☐ Addendum Concerning Right to Terminate Due to Lender's Appraisal
- ☐ Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum
- ☐ Seller's Temporary Residential Lease
- ☐ Short Sale Addendum
- ☐ Addendum for Property Located Seaward of the Gulf Intracoastal Waterway
- ☐ Addendum for Seller's Disclosure of Information on Lead-based Paint and Lead-based Paint Hazards as Required by Federal Law
- ☐ Addendum for Property in a Propane Gas System Service Area
- ☐ Addendum Regarding Residential Leases
- ☐ Addendum Regarding Fixture Leases
- ☐ Addendum containing Notice of Obligation to Pay Improvement District Assessment
- ☐ Addendum for Section 1031 Exchange
- ☐ Other (list): _____
  _____
  _____
  _____

One to Four Family Residential Contract (Resale) Pg 8

***Bottom of pgs 1-8 must be initialed by buyer(s) and seller(s).
****Top of pgs 2-12 have property address at the top****

21	**Notices (Pg 8) Contact information for the party being represented at least 1 method (email or phone) must be entered into section 21. Agent email can be on the last line under client's but the client info must be entered.**	o f 2 1	#21 Client information is missing. Please update with at least one contact method and have all parties initial the change. This information should be on all offers (buyer side) submitted and on all contracts (seller side) that are being executed.
22	**Addenda (Pg 8) All addenda as referenced with a checkmark / X are to be uploaded into the transaction.**	o f 2 2	#22 Missing addenda as referenced: (insert name of document(s)) missing. Please upload these under a separate placeholder so no documents are removed or replaced.

One to Four Family Residential Contract (Resale) Pg 9

EXECUTED the _____ day of _____, 20____ (Effective Date).
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

_____ _____
Buyer Seller

_____ _____
Buyer Seller

One to Four Family Residential Contract (Resale) Pg 9

***Bottom of pgs 1-8 must be initialed by buyer(s) and seller(s).
****Top of pgs 2-12 have property address at the top****

Executed Date Pg 9 the date must be on the contract. Any corrections to the date or cross-outs must be initialed by all parties.	o f e d	Pg 9 Effective date is either missing or has been changed and must be clearly stated.
Buyer Signatures Pg 9 All parties listed on pg 1 #1 as buyer(s) must individually sign pg 9	o f b s	All parties listed as buyer(s) on pg 1 #1 must sign the contract on pg 9 individually.
Seller Signatures Pg 9 All parties listed on pg 1 #1 as seller(s) must individually sign pg 9 ***If a POA is signing this does not apply***	o f s s	All parties listed as seller(s) on pg 1 #1 must sign the contract on pg 9 individually.
Pages 1 - 8 Buyer initials	o f b i m	Buyer(s) initials missing on page(s) (insert page #'s).
Pages 1 - 8 Seller initials	o f s i m	Seller(s) initials missing on page(s) (insert page #'s).

Use PCAC for corrections except initials or signatures
Use UMDR unless corrections needed are for initials or signatures or pg 10
Use PCRS at the end

One to Four Family Residential Contract (Resale) Pg 10 Listing Agent

All City Real Estate Represented Seller

BROKER INFORMATION
(Print name(s) only. Do not sign)

Broker information: All City Real Estate information must be complete and accurate prior to submission. Please confirm and correct as needed prior to submission:
All City Real Estate, Lic #,
agent name, Lic #,
agent email, phone #,
Lic supervisor, Lic supervisor Lic #
and correct brokerage address.

C - All City Real Estate 9003633
H - All City Real Estate 9015435
SA- All City Real Estate 9014560

C - Kevin Scanlan 477367
H - Lana Sims 642965
SA - Mindi Stange 646223

C - 10222 Pecan Park Blvd St 10
Austin, TX 78729
H - 4201 Main St #200-137,
Houston, TX 77002
SA - 2722 W Bitters Rd Ste 130,
San Antonio, TX 78248

C = Central | H = Houston | SA = San Antonio

All City Real Estate — Office Specific
Listing Broker Firm — License No.

represents ☐ Seller and Buyer as an intermediary
☒ Seller only as Seller's agent

Agent Name — Agent Lic #
Listing Associate's Name — License No.

Team Name

Agent email — Agent phone
Listing Associate's Email Address — Phone

Office Specific or Team Lead — Person specific
Licensed Supervisor of Listing Associate — License No.

Office Specific — 866-277-6005
Listing Broker's Office Address — Phone

Office Specific — TX. Office Specific
City — State — Zip

Selling Associate's Name — License No.

Team Name

Selling Associate's Email Address — Phone

Licensed Supervisor of Selling Associate — License No.

Selling Associate's Office Address

City — State — Zip

***Only Completed if listing agreement covers BAC in Pgr #5A2.

Disclosure: Pursuant to a previous, separate agreement, Listing Broker has agreed to pay Other Broker a fee (☐ $ _____ or ☐ _____ % of the Sales Price). This disclosure is for informational purposes and does not change the previous agreement between brokers to pay or share a commission.

One to Four Family Residential Contract (Resale) Pg 10

***Bottom of pgs 1-8 must be initialed by buyer(s) and seller(s).
****Top of pgs 2-12 have property address at the top****

Broker Information Page - Listing transaction	
b i n f o l	Checked Seller only. Broker information: All City Real Estate information must be complete and accurate prior to submission. Please confirm and correct as needed prior to submission: correct brokerage name, Lic #, agent name, Lic #, agent email, phone #, Lic supervisor, Lic supervisor Lic #, and correct brokerage address.
b i n f o c m p	Compensation is only listed on the bottom of broker information page if it is being paid by the listing broker through the listing agreement.

One to Four Family Residential Contract (Resale) Pg 10 Buyers Agent

All City Real Estate Represented Buyer

BROKER INFORMATION
(Print name(s) only. Do not sign)

All City Real Estate — Office Specific
Other Broker Firm — License No.

represents
[X] Buyer only as Buyer's agent
[ ] Seller as Listing Broker's subagent

Agent Name — Agent Lic #
Associate's Name — License No.

Team Name

Agent email — Agent Ph #
Associate's Email Address — Phone

Office Specific — Person Specific
Licensed Supervisor of Associate — License No.

Office Specific — 86-277-6005
Other Broker's Address — Phone

Office Specific — TX. — Office Specific
City — State — Zip

Broker information: All City Real Estate information must be complete and accurate prior to submission. Please confirm and correct as needed prior to submission:
All City Real Estate, Lic #,
agent name, Lic #,
agent email, phone #,
Lic supervisor, Lic supervisor Lic #
and correct brokerage address.

All City Real Estate 9003633
All City Real Estate 9015435
All City Real Estate 9014560

Kevin Scanlan 477367
Lana Sims 642965
Mindi Stange 646223

10222 Pecan Park Blvd St 10
Austin, TX 78729
4201 Main St #200-137,
Houston, TX 77002
2722 W Bitters Rd Ste 130, San Antonio, TX 78248

***Only Completed if listing agreement covers BAC in Pgr #5A2.

Disclosure: Pursuant to a previous, separate agreement, Listing Broker has agreed to pay Other Broker a fee ([ ] $ _____ or [ ] _____ % of the Sales Price). This disclosure is for informational purposes and does not change the previous agreement between brokers to pay or share a commission.

One to Four Family Residential Contract (Resale) Pg 10

***Bottom of pgs 1-8 must be initialed by buyer(s) and seller(s).
****Top of pgs 2-12 have property address at the top****

Broker Information Page - Buyer transaction	
b i n f o b	Checked Buyer only. Broker information: All City Real Estate information must be complete and accurate prior to submission. Please update your templates to include correct brokerage name, Lic #, agent name, agent Lic #, agent email, agent phone #, Lic supervisor, Lic supervisor Lic #, and correct brokerage address.
b i n f o c m p	Compensation is only listed on the bottom of broker information page if it is being paid by the listing broker through the listing agreement.

One to Four Family Residential Contract (Resale) Pg 10

All City Real Estate Intermediary Sale

BROKER INFORMATION
(Print name(s) only. Do not sign)

Broker information: All City Real Estate information must be complete and accurate prior to submission. Please confirm and correct as needed prior to submission:
All City Real Estate, Lic #,
agent name, Lic #,
agent email, phone #,
Lic supervisor, Lic supervisor Lic #
and correct brokerage address.

All City Real Estate 9003633
All City Real Estate 9015435
All City Real Estate 9014560

Kevin Scanlan 477367
Lana Sims 642965
Mindi Stange 646223

10222 Pecan Park Blvd St 10
Austin, TX 78729
4201 Main St #200-137,
Houston, TX 77002
2722 W Bitters Rd Ste 130,
San Antonio, TX 78248

All City Real Estate — Office Specific
Listing Broker Firm — License No.

represents [X] Seller and Buyer as an intermediary
[ ] Seller only as Seller's agent

Agent Name — Agent Lic #
Listing Associate's Name — License No.

Agent email — Agent phone
Team Name

Listing Associate's Email Address — Phone

Office Specific or Team Lead — Person specific
Licensed Supervisor of Listing Associate — License No.

Office Specific — 866-277-6005
Listing Broker's Office Address — Phone

Office Specific — TX. Office Specific
City — State — Zip

Agent email — Agent phone
Selling Associate's Name — License No.

Team Name

Agent email — Agent phone
Selling Associate's Email Address — Phone

Office Specific or Team Lead — Person specific
Licensed Supervisor of Selling Associate — License No.

Office Specific
Selling Associate's Office Address

Office Specific — TX. Office Specific
City — State — Zip

This section is not completed on an intermediary transaction, as it is either covered by listing agreement or it is negotiated on pg 6 #12A(1)(b).

Disclosure: Pursuant to a previous, separate agreement, Listing Broker has agreed to pay Other Broker a fee ([ ] $ _____ or [ ] _____ % of the Sales Price). This disclosure is for informational purposes and does not change the previous agreement between brokers to pay or share a commission.

One to Four Family Residential Contract (Resale) Pg 10

***Bottom of pgs 1-8 must be initialed by buyer(s) and seller(s).
****Top of pgs 2-12 have property address at the top****

Broker Information Page - Intermediary transaction	
b i n f o i **If there is one that has intermediary but has ACRE on one side and Copper Key Realty this is correct as they are a Broker LLC and require intermediary notice.**	Checked Seller and Buyer as intermediary. Broker information: All City Real Estate information must be complete and accurate prior to submission. Please confirm and correct as needed prior to submission: correct brokerage name, Lic #, agent name, Lic #, agent email, phone #, Lic supervisor, Lic supervisor Lic #, and correct brokerage address in the top sections and the bottom section of the right column. Nothing on the left.
b i n f o c m p	Compensation is only listed on the bottom of broker information page if it is being paid by the listing broker through the listing agreement.

PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC) 11-04-2024

RESIDENTIAL CONDOMINIUM CONTRACT (RESALE)

NOTICE: Not For Use Where Seller Owns Fee Simple Title To Land Beneath Unit

1. PARTIES: The parties to this contract are _____ (Seller) and _____ (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

2. PROPERTY AND CONDOMINIUM DOCUMENTS:

A. The Condominium Unit, improvements and accessories described below are collectively referred to as the Property (Property).

(1) CONDOMINIUM UNIT: Unit _____, in Building _____, of _____, a condominium project, located at _____ (address/zip code), City of _____, County of _____, Texas, described in the Condominium Declaration and Plat and any amendments thereto of record in said County; together with such Unit's undivided interest in the Common Elements designated by the Declaration, including those areas reserved as Limited Common Elements appurtenant to the Unit and such other rights to use the Common Elements which have been specifically assigned to the Unit in any other manner. Parking areas assigned to the Unit are: _____

B. The Declaration, Bylaws and any Rules of the Association are called "Documents". (Check one box only):

☐ (1) Buyer has received a copy of the Documents. Buyer is advised to read the Documents before signing the contract.

☐ (2) Buyer has not received a copy of the Documents. Seller, at Seller's expense, shall deliver the Documents to Buyer within _____ days after the Effective Date of the contract. Buyer may terminate the contract within 7 days after Buyer receives the Documents by giving written notice of termination to Seller. If Buyer terminates the contract pursuant to this paragraph, the earnest money will be refunded to Buyer. Buyer retains rights to terminate under Section 82.156, Texas Property Code.

C. The Resale Certificate from the condominium owners association (the Association) is called the "Certificate". The Certificate must be in a form promulgated by TREC or required by the parties. The Certificate must have been prepared, at Seller's expense, no more than 3 months before the date it is delivered to Buyer and must contain at a minimum the information required by Section 82.157, Texas Property Code.

(Check one box only):

☐ (1) Buyer has received the Certificate.

☐ (2) Buyer has not received the Certificate. Seller shall deliver the Certificate to Buyer within _____ days after the Effective Date of the contract. Buyer may terminate the contract within 7 days after the date Buyer receives the Certificate by giving written notice of termination to Seller. If Buyer terminates the contract pursuant to this paragraph, the earnest money will be refunded to Buyer. Buyer retains rights to terminate under Section 82.156, Texas Property Code.

☐ (3) Buyer has received Seller's affidavit that Seller requested information from the Association concerning its financial condition as required by the Texas Property Code, and that the Association did not provide a Certificate or information required in the Certificate. Buyer and Seller agree to waive the requirement to furnish the Certificate.

D. If the Documents reveal that the Property is subject to a right of refusal under which the Association or a member of the Association may purchase the Property, the Effective Date shall be amended to the date that Buyer receives a copy of the Association's certification that: (i) Seller has complied with the requirements under the right of refusal; and (ii) all persons who may exercise the right of refusal have not exercised or have waived the right to buy the Property. If Buyer does not receive the Association's certification within _____ days after the Effective Date or if the right of refusal is exercised, this contract shall terminate and the earnest money shall be refunded to Buyer.

The Residential Condominium Contract (Resale) is 10 pages long including the Broker Info page and Earnest and Option Receipt page.

- First 7 pages requiring buyer and seller initials at the bottom.
- Pg 8 requires buyer and seller signatures.
- All pages require property address across the top.
- The current version is 11-04-2024.

Residential Condominium Contract (Resale) Pg 1

***Bottom of pgs 1-7 must be initialed by buyer(s) and seller(s).
****Top of pgs 2-9 have property address at the top****

1 Seller (Pg 1) Listing Side	Missing seller name(s) from listing agreement on the contract.	r c 1 s	All seller(s) on the listing agreement must be on listed on the contract. Missing seller(s) must be added to the contract on an amendment to contract.
1 Seller (Pg 1) Listing Side	Seller name(s) on the contract do not match the listing agreement.	r c 1 s 2	All seller(s) on the contract must also be listed on the Listing Agreement. Missing seller(s) must be added to the Listing Agreement on an amendment to Listing Agreement.
1 Buyer (Pg 1) Buyer Side	Buyer name(s) on the contract are not on the buyer rep agreement.	r c 1 b	All buyer(s) on the contract must also be listed on the Buyer Rep agreement and all ACRE required docs. Missing buyer(s) must be added to the Buyer Rep Agreement on an amendment to Buyer rep.
2A (Pg 1)	Missing full Legal Description	r c 2 l d	Missing full legal description for Subject Property.
2A (Pg 1)	Missing City or County.	r c 2 c	Missing City or County for Subject Property.
2A (Pg 1)	Property Address incomplete or missing	r c 2 a	Property address missing or incomplete.
2A (Pg 1)	Missing property zip code	r c 2 z	Missing property zip code.
2 A4. (Pg 1)	Incorrect items listed	r c 2 a 4	Incorrect items listed. These must be removed on an amendment to contract.
2 B (Pg 1)	2 B (1 or 2) must be checked.	r c 2 b	#2B(1 or 2) must be checked. If 2, # of days must be input.
2 C (Pg 1)	2 C (1, 2 or 3) must be checked.	r c 2 c	#2C (1, 2 or 3) must be checked. If 2, # of days must be input.

Residential Condominium Contract (Resale) Pg 2

3. SALES PRICE:

A. Cash portion of Sales Price payable by Buyer at closing . . . . . $ _____
The term "Cash portion of the Sales Price" does not include proceeds from borrowing of any kind or selling other real property except as disclosed in this contract.

B. Sum of all financing described in the attached: ☐ Third Party Financing Addendum, ☐ Loan Assumption Addendum, ☐ Seller Financing Addendum. . . . . $ _____

C. Sales Price (Sum of A and B) . . . . . $ _____

4. LEASES: Except as disclosed in this contract, Seller is not aware of any leases affecting the Property. After the Effective Date, Seller may not, without Buyer's written consent, create a new lease, amend any existing lease, or convey any interest in the Property. (Check all applicable boxes)

☐ A. RESIDENTIAL LEASES: The Property is subject to one or more residential leases and the Addendum Regarding Residential Leases is attached to this contract.

☐ B. FIXTURE LEASES: Fixtures on the Property are subject to one or more fixture leases (for example, solar panels, propane tanks, water softener, security system) and the Addendum Regarding Fixture Leases is attached to this contract.

5. EARNEST MONEY AND TERMINATION OPTION.

A. DELIVERY OF EARNEST MONEY AND OPTION FEE: Within 3 days after the Effective Date, Buyer must deliver to _____ (Escrow Agent) at _____ (address): $ _____ as earnest money and $ _____ as the Option Fee. The earnest money and Option Fee shall be made payable to Escrow Agent and may be paid separately or combined in a single payment.

B. TERMINATION OPTION: For nominal consideration, the receipt of which Seller acknowledges, and Buyer's agreement to pay the Option Fee within the time required, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within _____ days after the Effective Date of this contract (Option Period). Notices under this

6. TITLE POLICY:

A. TITLE POLICY: Seller shall furnish to Buyer at ☐ Seller's ☐ Buyer's expense an owner policy of title insurance (Title Policy) issued by _____ (Title Company)

(11) REQUIRED NOTICES: The following notices have been given or are attached to this contract (for example, utility, water, drainage, and public improvement districts): _____
_____

7. PROPERTY CONDITION:

A. ACCESS, INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Any hydrostatic testing must be separately authorized by Seller in writing. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.

B. SELLER'S DISCLOSURE NOTICE PURSUANT TO §5.008, TEXAS PROPERTY CODE (Notice): (Check one box only)

☐ (1) Buyer has received the Notice.

☐ (2) Buyer has not received the Notice. Within _____ days after the Effective Date of this contract, Seller shall deliver the Notice to Buyer. If Buyer does not receive the Notice, Buyer may terminate this contract at any time prior to the closing and the earnest money will be refunded to Buyer. If Seller delivers the Notice, Buyer may terminate this contract for any reason within 7 days after Buyer receives the Notice or prior to the closing, whichever first occurs, and the earnest money will be refunded to Buyer.

☐ (3) The Texas Property Code does not require this Seller to furnish the Notice.

Residential Condominium Contract (Resale) Pg 2

***Bottom of pgs 1-7 must be initialed by buyer(s) and seller(s).
****Top of pgs 2-9 have property address at the top****

3A (Pg 2)	Amount financed and cash doesn't match TPFA	r c 3 a	Cash portion on 3A has been transposed with Financed amount on 3B. This must be corrected on an amendment to contract.
3B (Pg 2)	Financed portion and type	r c 3 b or r c 3 b 1	The amount on TPFA does not match the amount in 3B. or #3B type of financing not checked.
3C (Pg 2)	Total Sales Price doesn't match	r c 3 c	The sales price in 3C of the contract does not match the sales price in the transaction details. Please upload amendment changing price or correct the transaction details.
4 (Pg 2)	4- Leases A. Residential Leases B. Fixture Leases C Natural Resource Leases ****** Only if they are checked but are not required or not uploaded. ******	r c 4 or r c 4 1	#4A Residential Leases checked on pg 1 this is only for Lease on the property where the tenant is not a party to the contract. This is not for Pg 6 #10 Temp Lease. This must be uploaded into transaction. or #4B Fixture Leases checked on pg 1. This must be uploaded into transaction.
5 A (Buyer Side) (Pg 2)	#5A of contract either missing title co name, has only escrow officer name or partial / missing address.	r c 5 a	#5A First line is for the Title Company (Escrow Agent), second line is for physical address. The Escrow Officer should not be listed on the contract. Please correct on an amendment to contract.
5 A (Buyer Side) (Pg 2)	#5A of the contract has title co / escrow officer name and full physical address.	r c 5 a 2	#5A First line is for the Title Company (Escrow Agent), second line is for physical address. The Escrow Officer should not be listed on the contract. Please update format for future transactions. - Approved for this transaction only.
5 A (Listing Side) (Pg 2)	#5A of the contract has title co / escrow officer & full physical address	r c 5 a 3	#5A First line is for the Title Company (Escrow Agent), second line is for physical address. The Escrow Officer should not be listed on the contract. Approved for this transaction only. (Moving forward you should correct on the offer prior to execution, have seller(s) initial the changes and return to buyer's agent for initials and to execute).
5 A (Listing Side) (Pg 2)	#5A of the contract has title co / escrow officer name & address	r c 5 a 4	#5A First line is for the Title Company (Escrow Agent), second line is for physical address. The Escrow Officer should not be listed on the contract. Correction must be completed on an amendment to contract. (Moving forward, you should correct on the offer prior to execution, have the seller's initial the changes and return to buyer's agent for initials and to execute).
5 B (Pg 2)	Option fee line is blank but 5B has option days listed.	r c 5 b	There must be an option fee paid to have option days. Please correct either the missing option fee or remove the option days.
6A (Pg 2)	Buyer or Seller not checked on Financed Transaction	r c 6 a	Seller or Buyer must be checked or both if splitting the title policy.

Residential Condominium Contract (Resale) Pg 4,5

(11) REQUIRED NOTICES: The following notices have been given or are attached to this contract (for example, utility, water, drainage, and public improvement districts): _____
_____
_____.

7. PROPERTY CONDITION:

A. ACCESS, INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Any hydrostatic testing must be separately authorized by Seller in writing. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.

B. SELLER'S DISCLOSURE NOTICE PURSUANT TO §5.008, TEXAS PROPERTY CODE (Notice):
(Check one box only)

☐ (1) Buyer has received the Notice.

☐ (2) Buyer has not received the Notice. Within _____ days after the Effective Date of this contract, Seller shall deliver the Notice to Buyer. If Buyer does not receive the Notice, Buyer may terminate this contract at any time prior to the closing and the earnest money will be refunded to Buyer. If Seller delivers the Notice, Buyer may terminate this contract for any reason within 7 days after Buyer receives the Notice or prior to the closing, whichever first occurs, and the earnest money will be refunded to Buyer.

☐ (3) The Texas Property Code does not require this Seller to furnish the Notice.

(Check one box only)

☐ (1) Buyer accepts the Property As Is.

☐ (2) Buyer accepts the Property As Is provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: _____
_____.

H. RESIDENTIAL SERVICE CONTRACTS: Buyer may purchase a residential service contract from a provider or administrator licensed by the Texas Department of Licensing and Regulation. If Buyer purchases a residential service contract, Seller shall reimburse Buyer at closing for the cost of the residential service contract in an amount not exceeding $_____. Buyer

8. BROKERS AND SALES AGENTS:

A. BROKER OR SALES AGENT DISCLOSURE: Texas law requires a real estate broker or sales agent who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the broker or sales agent owns more than 10%, or a trust for which the broker or sales agent acts as a trustee or of which the broker or sales agent or the broker or sales agent's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: _____

10. POSSESSION:

A. BUYERS POSSESSION: Seller shall deliver to Buyer possession of the Property in its present or required condition, ordinary wear and tear excepted: ☐ upon closing and funding ☐ according to a temporary residential lease form promulgated by TREC or other written lease required by the parties.

11. SPECIAL PROVISIONS: (This paragraph is intended to be used only for additional informational items. An informational item is a statement that completes a blank in a contract form, discloses factual information, or provides instructions. Real estate brokers and sales agents are prohibited from practicing law and shall not add to, delete, or modify any provision of this contract unless drafted by a party to this contract or a party's attorney.) _____
_____
_____.

12. SETTLEMENT AND OTHER EXPENSES:

A. The following expenses must be paid at or prior to closing:

(1) Seller shall pay the following expenses (Seller's Expenses):

(a) releases of existing liens, including prepayment penalties and recording fees; lender, FHA, or VA completion requirements; tax statements or certificates; preparation of deed; one-half of escrow fee; brokerage fees that Seller has agreed to pay; and other expenses payable by Seller under this contract;

(b) the following amount to be applied to brokerage fees that Buyer has agreed to pay: ☐ $_____ or ☐ _____% of the Sales Price (check one box only); and

(c) an amount not to exceed $ _____ to be applied to other Buyer's Expenses.

Residential Condominium Contract (Resale) Pg 4,5

***Bottom of pgs 1-7 must be initialed by buyer(s) and seller(s).
****Top of pgs 2-9 have property address at the top****

6E(11)	Notices Seller Req to Provide	r c 6 e 1 1	#6E(11) missing notice as referenced. Please upload under separate placeholder so no documents are removed or replaced.
7B	(1, 2 or 3) not checked	r c 7 b	#7B 1, 2 or 3 not checked. This must be corrected on an amendment to contract.
7B(3)	Not required is checked - What is the reason? Is it an Estate, Trust, Foreclosure?	r c 7 b 3	#7B(3) is checked. What is the reason the seller is exempt from providing SDN?
7D(2)	Checked but nothing written in	r c 7 d 2	#7D(2) is checked but there is nothing written in that seller must provide or complete. This needs to be updated to 7D(1) if no requirements; or the required items must be listed on an amendment to contract.
7H	Warranty - Not a correction request unless the number just doesn't make sense	r c 7 h	#7H the amount for the home warranty appears to be wrong. Please confirm and resubmit or correct on an amendment to contract.
8A	Only if the agent is party to the contract and it has not been disclosed	r c 8 a	Disclosure: Agent has not disclosed familial status to principal or as a party to the contract that holds an active TX real estate lic or an Inactive TX real estate lic. This must be corrected on an amendment to contract.
9A	Closing date has passed and there is no amendment to extend uploaded	r c 9 a	#9A the closing has passed. Please upload an amendment to extend closing date.

Residential Condominium Contract (Resale) Pg 5, 6

10. POSSESSION:

A. BUYERS POSSESSION: Seller shall deliver to Buyer possession of the Property in its present or required condition, ordinary wear and tear excepted: ☐ upon closing and funding ☐ according to a temporary residential lease form promulgated by TREC or other written lease required by the parties.

---

11. SPECIAL PROVISIONS: (This paragraph is intended to be used only for additional informational items. An informational item is a statement that completes a blank in a contract form, discloses factual information, or provides instructions. Real estate brokers and sales agents are prohibited from practicing law and shall not add to, delete, or modify any provision of this contract unless drafted by a party to this contract or a party's attorney.) _____

_____

_____.

12. SETTLEMENT AND OTHER EXPENSES:

A. The following expenses must be paid at or prior to closing:

(1) Seller shall pay the following expenses (Seller's Expenses):

(a) releases of existing liens, including prepayment penalties and recording fees; lender, FHA, or VA completion requirements; tax statements or certificates; preparation of deed; one-half of escrow fee; brokerage fees that Seller has agreed to pay; and other expenses payable by Seller under this contract;

(b) the following amount to be applied to brokerage fees that Buyer has agreed to pay: ☐ $_____ or ☐ _____% of the Sales Price (check one box only); and

(c) an amount not to exceed $ _____ to be applied to other Buyer's Expenses.

---

(3) Buyer shall pay any and all Association fees, deposits, reserves and other charges resulting from the transfer of the Property not to exceed $ _____ and Seller shall pay any excess. This paragraph does not apply to: (i) regular periodic maintenance fees, assessments, or dues (including prepaid items) that are prorated by Paragraph 13, and (ii) costs and fees provided by Paragraph 2.

---

21. NOTICES: All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by fax or electronic transmission as follows:

To Buyer at: _____	**To Seller at:** _____
_____	_____
Phone: _____	Phone: _____
E-mail/Fax: _____	E-mail/Fax: _____
E-mail/Fax: _____	E-mail/Fax: _____
With a copy to Buyer's agent at:	With a copy to Seller's Agent at:
_____	_____

Residential Condominium Contract (Resale) Pg 5, 6

*****Bottom of pgs 1-7 must be initialed by buyer(s) and seller(s).**
******Top of pgs 2-9 have property address at the top******

10A	Possession is checked according to a temp lease but there is not temp lease on #22 and no temp lease has been uploaded.	r c 1 0 l	#10 is according to a temp lease but there is no temp lease referenced on #22 of contract and no temp lease has been uploaded. If temp lease in effect, please upload and resubmit your transaction.
10A	Possession is checked upon closing and funding but there is a temp lease that has been uploaded and not amendment to change.	r c 1 0 u	#10 is checked upon closing and funding however there is a temp lease that has been added to #22 of the contract or uploaded into the system. The possession must be corrected on an amendment to contract.
11	Anything that is factual that does not have a paragraph that will cover the topic.	r c 1 1	#11 Only factual terms can be written here when there is not a paragraph pertaining to the matter. NO if / then language as this is considered practicing law.
12A(1)(b)	There is a flat fee or % on 12A(1)(b) as well as the same number on bottom of broker information page / or a compensation agreement between brokers	r c 1 2 b	Compensation paid by seller to buyer's broker is listed in 12 (A)(1)(b) of the contract. If 12(A)(1)(b) is completed then the compensation on bottom of broker information page would not be completed as this is compensation from the listing broker to buyer broker (addressed in Compensation Agreement Between Brokers TXR-2402). ****If seller and listing broker are both paying, then both sections will be completed.
21	Notices (Pg 7) Contact information for the party being represented at least 1 method (email or phone) must be entered into section 21. Agent email can be on the last line under client's but the client info must be entered.	r c 2 1	#21 Client information is missing. Please update with at least one contact method and have all parties initial the change. This information should be on all offers (buyer side) submitted and on all contracts (seller side) that are being executed.

Residential Condominium Contract (Resale) Pg 6, 7

22. **AGREEMENT OF PARTIES:** This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (check all applicable boxes):

- ☐ Third Party Financing Addendum
- ☐ Loan Assumption Addendum
- ☐ Buyer's Temporary Residential Lease
- ☐ Seller's Temporary Residential Lease
- ☐ Addendum for Sale of Other Property by Buyer
- ☐ Addendum for "Back-Up" Contract
- ☐ Seller Financing Addendum
- ☐ Addendum for Coastal Area Property
- ☐ Short Sale Addendum
- ☐ Addendum for Seller's Disclosure of Information on Lead-based Paint and Lead-based Paint Hazards as Required by Federal Law
- ☐ Addendum for Authorizing Hydrostatic Testing
- ☐ Addendum Concerning Right to Terminate Due to Lender's Appraisal
- ☐ Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum
- ☐ Addendum for Property Located Seaward of the Gulf Intracoastal Waterway
- ☐ Addendum for Release of Liability on Assumption of FHA, VA, or Conventional Loan Restoration of Seller's Entitlement for VA Guaranteed Loan
- ☐ Addendum for Property in a Propane Gas System Service Area
- ☐ Addendum Regarding Residential Leases
- ☐ Addendum Regarding Fixture Leases
- ☐ Addendum containing Notice of Obligation to Pay Improvement District Assessment
- ☐ Addendum for Section 1031 Exchange
- ☐ Other (list): _____

_____

EXECUTED the _____ day of _____, 20_____ (Effective Date).
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

_____ _____
Buyer Seller

_____ _____
Buyer Seller

Residential Condominium Contract (Resale) Pg 7, 8

*****Bottom of pgs 1-7 must be initialed by buyer(s) and seller(s).**
******Top of pgs 2-9 have property address at the top******

22 Addenda (Pg 7) All addenda as referenced with a checkmark / X are to be uploaded into the transaction.	r c 2 2	#22 Missing addenda as referenced: (insert name of document(s)) missing. Please upload these under a separate placeholder so no documents are removed or replaced. Once all addenda are uploaded, reattach rejected contract and resubmit.
Executed Date Pg 8 the date must be on the contract. Any corrections to the date or cross-outs must be initialed by all parties.	r c e d	Effective date is either missing or has been changed and must be clearly stated.
Buyer Signatures Pg 8 All parties listed on pg 1 #1 as buyer(s) must individually sign pg 8	r c b s	All parties listed as buyer(s) on pg 1 #1 must sign the contract on pg 8 individually.
Seller Signatures Pg 9\9 All parties listed on pg 1 #1 as seller(s) must individually sign pg 8 ***If a POA is signing this does not apply***	r c s s	All parties listed as seller(s) on pg 1 #1 must sign the contract on pg 8 individually.
Pages 1 - 7 Buyer initials	r c b i m	Buyer(s) initials missing on page(s) (insert page #'s).
Pages 1 - 7 Seller initials	r c s i m	Seller(s) initials missing on page(s) (insert page #'s).

Use PCAL for corrections except initials or signatures.
Use UMDR unless corrections needed on initials, signatures or pg 9.
Use PCRS at the end.

Residential Condominium Contract Resale Pg 9

All City Real Estate Represented Seller

BROKER INFORMATION
(Print name(s) only. Do not sign)

Broker information: All City Real Estate information must be complete and accurate prior to submission. Please confirm and correct as needed prior to submission:
All City Real Estate, Lic #,
agent name, Lic #,
agent email, phone #,
Lic supervisor, Lic supervisor Lic #
and correct brokerage address.

C - All City Real Estate 9003633
H - All City Real Estate 9015435
SA- All City Real Estate 9014560

C - Kevin Scanlan 477367
H - Lana Sims 642965
SA - Mindi Stange 646223

C - 10222 Pecan Park Blvd St 10
Austin, TX 78729
H - 4201 Main St #200-137,
Houston, TX 77002
SA - 2722 W Bitters Rd Ste 130,
San Antonio, TX 78248

C = Central | H = Houston | SA = San Antonio

All City Real Estate — Office Specific
Listing Broker Firm — License No.

represents ☐ Seller and Buyer as an intermediary
☒ Seller only as Seller's agent

Agent Name — Agent Lic #
Listing Associate's Name — License No.

Team Name

Agent email — Agent phone
Listing Associate's Email Address — Phone

Office Specific or Team Lead — Person specific
Licensed Supervisor of Listing Associate — License No.

Office Specific — 866-277-6005
Listing Broker's Office Address — Phone

Office Specific — TX. Office Specific
City — State — Zip

Selling Associate's Name — License No.

Team Name

Selling Associate's Email Address — Phone

Licensed Supervisor of Selling Associate — License No.

Selling Associate's Office Address

City — State — Zip

***Only Completed if listing agreement covers BAC in Pgr #5A2.

Disclosure: Pursuant to a previous, separate agreement, Listing Broker has agreed to pay Other Broker a fee (☐ $_____ or ☐ _____% of the Sales Price). This disclosure is for informational purposes and does not change the previous agreement between brokers to pay or share a commission.

Residential Condominium Contract Resale Pg 9

*****Bottom of pgs 1-7 must be initialed by buyer(s) and seller(s).**
******Top of pgs 2-10 have property address at the top******

Broker Information Page - Listing transaction	
b i n f o l	Checked Seller only. Broker information: All City Real Estate information must be complete and accurate prior to submission. Please confirm and correct as needed prior to submission: correct brokerage name, Lic #, agent name, Lic #, agent email, phone #, Lic supervisor, Lic supervisor Lic #, and correct brokerage address.
b i n f o c m p	Compensation is only listed on the bottom of broker information page if it is being paid by the listing broker through the listing agreement to the cooperating broker.

Residential Condominium Contract Resale Pg 9

All City Real Estate Represented Buyer

BROKER INFORMATION
(Print name(s) only. Do not sign)

All City Real Estate — Office Specific
Other Broker Firm — License No.

represents [X] Buyer only as Buyer's agent
[ ] Seller as Listing Broker's subagent

Agent Name — Agent Lic #
Associate's Name — License No.

Team Name

Agent email — Agent phone
Associate's Email Address — Phone

Office Specific or Team Lead — Person specific
Licensed Supervisor of Associate — License No.

Office Specific — 866-277-6005
Other Broker's Address — Phone

Office Specific — TX. Office Specific
City — State — Zip

Broker information: All City Real Estate information must be complete and accurate prior to submission. Please confirm and correct as needed prior to submission:
All City Real Estate, Lic #,
agent name, Lic #,
agent email, phone #,
Lic supervisor, Lic supervisor Lic #
and correct brokerage address.

C - All City Real Estate 9003633
H - All City Real Estate 9015435
SA- All City Real Estate 9014560

C - Kevin Scanlan 477367
H - Lana Sims 642965
SA - Mindi Stange 646223

C - 10222 Pecan Park Blvd St 10
Austin, TX 78729
H - 4201 Main St #200-137,
Houston, TX 77002
SA - 2722 W Bitters Rd Ste 130,
San Antonio, TX 78248

C = Central | H = Houston | SA = San Antonio

***Only Completed if listing agreement covers BAC in Pgr #5A2.

Disclosure: Pursuant to a previous, separate agreement, Listing Broker has agreed to pay Other Broker a fee ([ ] $_____ or [ ] _____ % of the Sales Price). This disclosure is for informational purposes and does not change the previous agreement between brokers to pay or share a commission.

Residential Condominium Contract Resale Pg 9

***Bottom of pgs 1-7 must be initialed by buyer(s) and seller(s).
****Top of pgs 2-10 have property address at the top****

Broker Information Page - Buyer transaction	
b i n f o b	Checked Buyer only. Broker information: All City Real Estate information must be complete and accurate prior to submission. Please update your templates to include correct brokerage name, Lic #, agent name, agent Lic #, agent email, agent phone #, Lic supervisor, Lic supervisor Lic #, and correct brokerage address.
b i n f o c m p	Compensation is only listed on the bottom of broker information page if it is being paid by the listing broker through the listing agreement to the cooperating broker.

Residential Condominium Contract Resale Pg 9

All City Real Estate Intermediary Sale

BROKER INFORMATION
(Print name(s) only. Do not sign)

Broker information: All City Real Estate information must be complete and accurate prior to submission. Please confirm and correct as needed prior to submission:
All City Real Estate, Lic #,
agent name, Lic #,
agent email, phone #,
Lic supervisor, Lic supervisor Lic #
and correct brokerage address.

C - All City Real Estate 9003633
H - All City Real Estate 9015435
SA- All City Real Estate 9014560

C - Kevin Scanlan 477367
H - Lana Sims 642965
SA - Mindi Stange 646223

C - 10222 Pecan Park Blvd St 10
Austin, TX 78729
H - 4201 Main St #200-137,
Houston, TX 77002
SA - 2722 W Bitters Rd Ste 130,
San Antonio, TX 78248

C = Central | H = Houston | SA = San Antonio

All City Real Estate — Office Specific
Listing Broker Firm — License No.

represents [X] Seller and Buyer as an intermediary
[ ] Seller only as Seller's agent

Agent Name — Agent Lic #
Listing Associate's Name — License No.

Team Name

Agent email — Agent phone
Listing Associate's Email Address — Phone

Office Specific or Team Lead — Person specific
Licensed Supervisor of Listing Associate — License No.

Office Specific — 866-277-6005
Listing Broker's Office Address — Phone

Office Specific — TX. Office Specific
City — State — Zip

Agent Name — Agent Lic #
Selling Associate's Name — License No.

Team Name

Agent email — Agent phone
Selling Associate's Email Address — Phone

Office Specific or Team Lead — Person specific
Licensed Supervisor of Selling Associate — License No.

Office Specific
Selling Associate's Office Address

Office Specific — TX. Office Specific
City — State — Zip

This section is not completed on an intermediary transaction, as it is either covered by listing agreement or it is negotiated on pg 6 #12A(1)(b).

Disclosure: Pursuant to a previous, separate agreement, Listing Broker has agreed to pay Other Broker a fee ([ ] $ _____ or [ ] _____ % of the Sales Price). This disclosure is for informational purposes and does not change the previous agreement between brokers to pay or share a commission.

Residential Condominium Contract Resale Pg 9

***Bottom of pgs 1-7 must be initialed by buyer(s) and seller(s).
****Top of pgs 2-10 have property address at the top****

Broker Information Page - Intermediary transaction	
b i n f o i **If there is one that has intermediary but has ACRE on one side and Copper Key Realty this is correct as they are a Broker LLC and require intermediary notice.**	Checked Seller and Buyer as intermediary. Broker information: All City Real Estate information must be complete and accurate prior to submission. Please confirm and correct as needed prior to submission: correct brokerage name, Lic #, agent name, Lic #, agent email, phone #, Lic supervisor, Lic supervisor Lic #, and correct brokerage address in the top sections and the bottom section of the right column. Nothing on the left.
b i n f o c m p i	Compensation should not be listed on this section on intermediary transactions. This is either covered by the listing agreement or negotiated directly with the seller on #12A(1)(b).

PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC) 11-04-2024

UNIMPROVED PROPERTY CONTRACT

NOTICE: Not For Use For Condominium Transactions

EQUAL HOUSING OPPORTUNITY

1. **PARTIES:** The parties to this contract are _____ (Seller) and _____ (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

2. **PROPERTY:** Lot _____, Block _____, _____ Addition, City of _____, County of _____, Texas, known as _____ (address/zip code), or as described on attached exhibit together with all rights, privileges and appurtenances pertaining thereto (Property).
RESERVATIONS: Any reservation for oil, gas, or other minerals, water, timber, or other interests is made in accordance with an attached addendum.

3. **SALES PRICE:**
   A. Cash portion of Sales Price payable by Buyer at closing. . . . . $ _____
   The term "Cash portion of the Sales Price" does not include proceeds from borrowing of any kind or selling other real property except as disclosed in this contract.
   B. Sum of all financing described in the attached: ☐ Third Party Financing Addendum, ☐ Loan Assumption Addendum, ☐ Seller Financing Addendum. . . . . $ _____
   C. Sales Price (Sum of A and B) . . . . . $ _____
   D. The Sales Price ☐ will ☐ will not be adjusted based on the survey required by Paragraph 6C.
   If the Sales Price is adjusted, the Sales Price will be adjusted based on the difference between _____ acres and the acreage set forth in the survey required by Paragraph 6C. The difference in acreage (either increased or decreased) shall be multiplied by the sum of $_____ per acre and either added to or subtracted from the Sales Price stated in Paragraph 3C. If the Sales Price is adjusted by more than 10%, either party may terminate this contract by providing written notice to the other party within _____ days after the terminating party receives the survey. If neither party terminates this contract or if the variance is 10% or less, the adjustment will be made to the amount in ☐ 3A ☐ 3B ☐ proportionately to 3A and 3B.

4. **LEASES:**
   A. Except as disclosed in this contract, Seller is not aware of any leases affecting the Property. After the Effective Date, Seller may not, without Buyer's written consent, create a new lease, amend any existing lease, or convey any interest in the Property.
   B. NATURAL RESOURCE LEASES: "Natural Resource Lease" means an existing oil and gas, mineral, geothermal, water, wind, or other natural resource lease affecting the Property to which Seller is a party. Seller ☐ is ☐ is not a party to a Natural Resource Lease. If Seller is a party to a Natural Resource Lease, check one of the following:
   ☐ (1) Seller has delivered to Buyer a copy of all the Natural Resource Leases.
   ☐ (2) Seller has not delivered to Buyer a copy of all the Natural Resource Leases. Seller shall provide to Buyer a copy of all the Natural Resource Leases within 3 days after the Effective Date. Buyer may terminate the contract within _____ days after the date the Buyer receives all the Natural Resource Leases and the earnest money shall be refunded to Buyer.

5. **EARNEST MONEY AND TERMINATION OPTION:**
   A. DELIVERY OF EARNEST MONEY AND OPTION FEE: Within 3 days after the Effective Date, Buyer must deliver to _____ (Escrow Agent) at _____ (address): $ _____ as earnest money and $ _____ as the Option Fee. The earnest money and Option Fee shall be made payable to Escrow Agent and may be paid separately or combined in a single payment.
   (1) Buyer shall deliver additional earnest money of $_____ to Escrow Agent within _____ days after the Effective Date of this contract.
   (2) If the last day to deliver the earnest money, Option Fee, or the additional earnest money falls on a Saturday, Sunday, or legal holiday, the time to deliver the earnest money, Option Fee, or the additional earnest money, as applicable, is extended until the end of the next day that is not a Saturday, Sunday, or legal holiday.
   (3) The amount(s) Escrow Agent receives under this paragraph shall be applied first to the Option Fee, then to the earnest money, and then to the additional earnest money.
   (4) Buyer authorizes Escrow Agent to release and deliver the Option Fee to Seller at any time without further notice to or consent from Buyer, and releases Escrow Agent from liability for delivery of the Option Fee to Seller. The Option Fee will be credited to the Sales Price at closing.

Unimproved Property Contract Pg 1

*****Bottom of pgs 1-7 must be initialed by buyer(s) and seller(s).**
******Top of pgs 2-10 have property address at the top******

1 Seller (Pg 1) Listing Side	Missing seller name(s) from listing agreement on the contract.	u p 1 s	All seller(s) on the listing agreement must be listed on the contract. Missing seller(s) must be added to the contract on an amendment to contract.
1 Seller (Pg 1) Listing Side	Seller name(s) on the contract do not match the listing agreement.	u p 1 s 2	All seller(s) on the contract must also be listed on the Listing Agreement. Missing seller(s) must be added to the Listing Agreement on an amendment to Listing Agreement.
1 Buyer (Pg 1) Buyer Side	Buyer name(s) on the contract are not on the buyer rep agreement.	u p 1 b	All buyer(s) on the contract must also be listed on the Buyer Rep agreement and all ACRE required docs. Missing buyer(s) must be added to the Buyer Rep Agreement on an amendment to Buyer rep.
2A (Pg 1)	Missing full Legal Description	u p 2 l d	Missing full legal description for Subject Property.
2A (Pg 1)	Missing City or County.	u p 2 c	Missing City or County for Subject Property.
2A (Pg 1)	Property Address incomplete or missing	u p 2 a	Property address missing or incomplete.
2A (Pg 1)	Missing property zip code	u p 2 z	Missing property zip code.
3A (Pg 1)	Amount financed and cash doesn't match TPFA	u p 3 a	Cash portion on 3A has been transposed with Financed amount on 3B. This must be corrected on an amendment to contract. portion on 3A has been transposed with Financed amount on 3B.
3B (Pg 1)	Financed portion and type	u p 3 b or u p 3 b 1 or u p 3 b 2	The amount on TPFA does not match the amount in 3B. or #3B type of financing not checked. Please correct on an amendment to contract amount on TPFA does not match the amount in 3B. or #3B type of financing not checked.
3C (Pg 1)	Total Sales Price doesn't match	u p 3 c	The sales price in 3C of the contract does not match the sales price in the transaction details. Please upload amendment changing price or correct the transaction details.
3D (Pg 1)	Not checked will or will not	u p 3 d	#3D not checked will or will not. This must be corrected on an amendment to contract. If will then the following 3A, 3B or Proportionately to 3A and 3B must be checked as well.
4B (Pg 1)	4B IS or IS NOT isn't checked	u p 4 b	#4B must be checked is or is not. Please correct this on an amendment to contract. If Seller is party to a Natural Resource lease (1) or (2) must be checked. If (2) is checked then the # of days for buyer to terminate once all leases are received.
5A (Pg 1) Buyer Side	#5A of contract either missing title co name, has only escrow officer name or partial / missing address.	u p 5 a	#5A First line is for the Title Company (Escrow Agent), second line is for physical address. The Escrow Officer should not be listed on the contract.
5A (Pg 1) Buyer Side	#5A of the contract has title co / escrow officer name and full physical address.	u p 5 a 2	#5A First line is for the Title Company (Escrow Agent), second line is for physical address. The Escrow Officer should not be listed on the contract. Please update format for future transactions. - Approved for this transaction only.
5A (Pg 1) Listing Side	#5A of the contract has the title co / escrow officer & full physical address	u p 5 a 3	#5A First line is for the Title Company (Escrow Agent), second line is for physical address. The Escrow Officer should not be listed on the contract. Approved for this transaction only. (Moving forward you should correct on the offer prior to execution, have seller(s) initial the changes and return to buyer's agent for initials and to execute).
5A (Pg 1) Listing Side	#5A of contract either missing title co name, has only escrow officer name or partial / missing address.	u p 5 a 4	#5A First line is for the Title Company (Escrow Agent), second line is for physical address. The Escrow Officer should not be listed on the contract. This must be corrected on an amendment to contract. (Moving forward, you should correct on the offer prior to execution, have the seller's initial the changes and return to buyer's agent for initials and to execute).

Unimproved Property Contract Pg 2, 3, 4

B. TERMINATION OPTION: For nominal consideration, the receipt of which Seller acknowledges, and Buyer's agreement to pay the Option Fee within the time required, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within _____ days after the Effective Date of this contract (Option Period). Notices under this

6. TITLE POLICY AND SURVEY:

A. TITLE POLICY: Seller shall furnish to Buyer at ☐ Seller's ☐ Buyer's expense an owner's policy of title insurance (Title Policy) issued by _____ (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer

C. SURVEY: The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only)

☐ (1) Within _____ days after the Effective Date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit or Declaration promulgated by the Texas Department of Insurance (T-47 Affidavit or T-47.1 Declaration). Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date if Seller fails to furnish within the time prescribed both the: (i) existing survey; and (ii) affidavit or declaration. If the Title Company or Buyer's lender does not accept the existing survey, or the affidavit or declaration, Buyer shall obtain a new survey at ☐ Seller's ☐ Buyer's expense no later than 3 days prior to Closing Date.

☐ (2) Within _____ days after the Effective Date of this contract, Buyer may obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier. If Buyer fails to obtain the survey, Buyer may not terminate the contract under Paragraph 2B of the Third Party Financing Addendum because the survey was not obtained.

☐ (3) Within _____ days after the Effective Date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.

(2) MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S): The Property ☐ is ☐ is not subject to mandatory membership in a property owners association(s). If the Property is subject to

(8) TEXAS AGRICULTURAL DEVELOPMENT DISTRICT: The Property ☐ is ☐ is not located in a Texas Agricultural Development District. For additional information, contact the Texas Department of Agriculture.

(12) REQUIRED NOTICES: The following notices have been given or are attached to this contract (for example, utility, water, drainage, and public improvement districts): _____

B. ACCEPTANCE OF PROPERTY CONDITION: "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As Is under Paragraph 7B (1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.

(Check one box only)

☐ (1) Buyer accepts the Property As Is.

☐ (2) Buyer accepts the Property As Is provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: _____

E. SELLER'S DISCLOSURE:

(1) Seller ☐ is ☐ is not aware of any flooding of the Property which has had a material adverse effect on the use of the Property.

(2) Seller ☐ is ☐ is not aware of any pending or threatened litigation, condemnation, or special assessment affecting the Property.

(3) Seller ☐ is ☐ is not aware of any environmental hazards that materially and adversely affect the Property.

Unimproved Property Contract Pg 2, 3, 4

***Bottom of pgs 1-7 must be initialed by buyer(s) and seller(s).
****Top of pgs 2-10 have property address at the top****

5B (Pg2)	Option fee line is blank but 5B has option days listed	u p 5 b	There must be an option fee paid to have option days. Please correct either the missing option fee or remove the option days on an amendment to contract.
6A (Pg 2)	Buyer or Seller not checked on Financed Transaction.	u p 6 a	Seller or Buyer must be checked or both if splitting the title policy.
6A (Pg 2)	Missing title company name.	u p 6 a 2	#6A missing title company name.
6A(8) (Pg 2)	#6A(8) (i or ii) not checked	u p 6 a 3	#6A(8)(i) or (ii) not checked. This must be corrected on an amendment to contract. If 6A(8)(ii) buyer / seller or both must be checked.
6C (Pg 2)	*Does not apply to cash or seller financing transactions if not checked.	u p 6 c	#6C (1, 2 or 3) not checked.
6C(1-3) (Pg 2)	6C(1-3) either missing information or not checked	u p 6 c 1	#6C(1, 2 or 3) not checked or missing information.
6E(2) (Pg 3)	#6E(2) not checked is or is not	u p 6 e 2	Not checked is or is not subject to mandatory membership in a property owners association.
6E(8) (Pg 4)	#6E(8) not checked is or is not	u p 6 e 8	Not checked is or is not subject to mandatory membership in a Texas Agricultural Development District.
6E(12) (Pg 4)	Notices Seller required to provide	u p 6 e 1 2	#6E(12) missing notice as referenced. Please upload under separate placeholder so no documents are removed or replaced.
7B (Pg 4)	7B(1 or 2) not checked	u p 7 b	#7B not checked (1) or (2).
7E (1-8) (Pg 4/5)	#7E 1-3 on pg 4 and 4-8 on pg 5 not checked is or is not	u p 7 e	#7E(1-8) must be checked is or is not by the seller.

Unimproved Property Contract Pg 5, 7

(4) Seller ☐ is ☐ is not aware of any dumpsite, landfill, or underground tanks or containers now or previously located on the Property.
(5) Seller ☐ is ☐ is not aware of any wetlands, as defined by federal or state law or regulation, affecting the Property.
(6) Seller ☐ is ☐ is not aware of any threatened or endangered species or their habitat affecting the Property.
(7) Seller ☐ is ☐ is not aware that the Property is located ☐ wholly ☐ partly in a floodplain.
(8) Seller ☐ is ☐ is not aware that a tree or trees located on the Property has oak wilt.
If Seller is aware of any of the items above, explain (attach additional sheets if necessary): _____

8. BROKERS AND SALES AGENTS:

A. BROKER OR SALES AGENT DISCLOSURE: Texas law requires a real estate broker or sales agent who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the broker or sales agent owns more than 10%, or a trust for which the broker or sales agent acts as a trustee or of which the broker or sales agent or the broker or sales agent's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: _____

9. CLOSING:

A. The closing of the sale will be on or before _____, _____, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later

11. SPECIAL PROVISIONS: (This paragraph is intended to be used only for additional informational items. An informational item is a statement that completes a blank in a contract form, discloses factual information, or provides instructions. Real estate brokers and sales agents are prohibited from practicing law and shall not add to, delete, or modify any provision of this contract unless drafted by a party to this contract or a party's attorney.) _____

_____.

12. SETTLEMENT AND OTHER EXPENSES:

A. The following expenses must be paid at or prior to closing:
(1) Seller shall pay the following expenses (Seller's Expenses):
(a) releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; brokerage fees that Seller has agreed to pay; and other expenses payable by Seller under this contract;
(b) the following amount to be applied to brokerage fees that Buyer has agreed to pay: ☐ $_____ or ☐ _____% of the Sales Price (check one box only); and

21. NOTICES: All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by fax or electronic transmission as follows:

To Buyer at: _____	**To Seller at:** _____
_____	_____
Phone: _____	Phone: _____
E-mail/Fax: _____	E-mail/Fax: _____
E-mail/Fax: _____	E-mail/Fax: _____
With a copy to Buyer's agent at:	With a copy to Seller's agent at:
_____	_____

Unimproved Property Contract Pg 5, 7

*****Bottom of pgs 1-7 must be initialed by buyer(s) and seller(s).**
******Top of pgs 2-10 have property address at the top******

7E(1-8) (Pg 5)	#7E 1-3 on pg 4 and 4-8 on pg 5 not checked is or is not	u p 7 e	#7E(1-8) must be checked is or is not by the seller.
8A (Pg 5)	Only if the agent is party to the contract and it has not been disclosed	u p 8 a	Disclosure: Agent has not disclosed familial status to principal or as a party to the contract that holds an active TX real estate lic or an Inactive TX real estate lic.
9A (Pg 5)	Closing date has passed and there is no amendment to extend uploaded	u p 9 a	#9A the closing date has passed. Please upload an amendment to extend the closing date.
11 (Pg 5)	Anything that is factual that does not have a paragraph that will cover the topic.	u p 1 1 s p	#11 Only factual terms can be written here when there is not a paragraph pertaining to the matter. NO if / then language as this is considered practicing law.
12A(1)(b) (Pg 5)	There is a flat fee or % on 12A(1)(b) as well as the same number on broker information page and / or a compensation agreement between brokers	u p 1 2 b	Compensation paid by seller to buyer's broker is listed in 12 (A)(1)(b) of the contract. If 12(A)(1)(b) is completed then the compensation on bottom of broker information page would not be completed as this is compensation from the listing broker to buyer broker (addressed in Compensation Agreement Between Brokers TXR-2402). ****If seller and listing broker are both paying, then both sections will be completed.
21 (Pg 7)	Notices: Contact information for the party being represented at least 1 method (email or phone) must be entered into section 21. Agent email can be on the last line under client's but the client info must be entered	u p 2 1	#21 Client information is missing. Please update with at least one contact method and have all parties initial the change. This information should be on all offers (buyer side) submitted and on all contracts (seller side) that are being executed.

Unimproved Property Contract Pg 7, 8

22. **AGREEMENT OF PARTIES:** This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (check all applicable boxes):

- ☐ Third Party Financing Addendum
- ☐ Seller Financing Addendum
- ☐ Addendum for Property Subject to Mandatory Membership in a Property Owners Association
- ☐ Buyer's Temporary Residential Lease
- ☐ Seller's Temporary Residential Lease
- ☐ Addendum for Reservation of Oil, Gas and Other Minerals
- ☐ Addendum for "Back-Up" Contract
- ☐ Addendum Concerning Right to Terminate Due to Lender's Appraisal
- ☐ Addendum containing Notice of Obligation to Pay Improvement District Assessment
- ☐ Addendum for Coastal Area Property
- ☐ Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum
- ☐ Addendum for Property Located Seaward of the Gulf Intracoastal Waterway
- ☐ Addendum for Sale of Other Property by Buyer
- ☐ Addendum for Property in a Propane Gas System Service Area
- ☐ Addendum for Section 1031 Exchange
- ☐ Other (list): _____

_____

_____

_____

EXECUTED the _____ day of _____ , 20_____ (Effective Date).
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

_____ _____

Buyer Seller

_____ _____

Buyer Seller

Unimproved Property Contract Pg 7, 8

***Bottom of pgs 1-7 must be initialed by buyer(s) and seller(s).
****Top of pgs 2-10 have property address at the top****

22 (pg 7)	All addenda as referenced with a checkmark / X are to be uploaded into the transaction	u p 2 2	#22 Missing addenda as referenced: (insert name of document(s) missing). Please upload these under a separate placeholder so no documents are removed or replaced.
Executed Date (Pg 8)	the date must be on the contract. Any corrections to the date or cross-outs must be initialed by all parties.	u p e d	Effective date is either missing or has been changed and must be clearly stated.
Buyer Signatures (Pg8)	All parties listed on pg 1 #1 as buyer(s) must individually sign pg 8	u p b s	All parties listed as buyer(s) on pg 1 #1 must sign the contract on pg 8 individually.
Seller Signatures (Pg 8)	All parties listed on pg 1 #1 as seller(s) must individually sign on pg 9. ***If a POA is signing this does not apply***	u p s s	All parties listed as seller(s) on pg 1 #1 must sign the contract on pg 8 individually.
Pgs 1 -7 Buyer initials	Buyer(s) initials must be on the bottom of each page	u p b i m	Buyer(s) initials missing on page(s) (insert page #'s).
Pgs 1 -7 Seller initials	Seller(s) initials must be on the bottom of each page	u p s i m	Seller(s) initials missing on page(s) (insert page #'s).

Use PCAC for corrections except initials or signatures.
Use UMDR unless corrections needed on initials, signatures or pg 9.
Use PCRS at the end.

Unimproved Property Contract Pg 9

All City Real Estate Represented Seller

BROKER INFORMATION
(Print name(s) only. Do not sign)

Broker information: All City Real Estate information must be complete and accurate prior to submission. Please confirm and correct as needed prior to submission:
All City Real Estate, Lic #,
agent name, Lic #,
agent email, phone #,
Lic supervisor, Lic supervisor Lic #
and correct brokerage address.

C - All City Real Estate 9003633
H - All City Real Estate 9015435
SA- All City Real Estate 9014560

C - Kevin Scanlan 477367
H - Lana Sims 642965
SA - Mindi Stange 646223

C - 10222 Pecan Park Blvd St 10
Austin, TX 78729
H - 4201 Main St #200-137,
Houston, TX 77002
SA - 2722 W Bitters Rd Ste 130,
San Antonio, TX 78248

C = Central | H = Houston | SA = San Antonio

All City Real Estate — Office Specific
Listing Broker Firm — License No.

represents ☐ Seller and Buyer as an intermediary
☒ Seller only as Seller's agent

Agent Name — Agent Lic #
Listing Associate's Name — License No.

Team Name

Agent email — Agent phone
Listing Associate's Email Address — Phone

Office Specific or Team Lead — Person specific
Licensed Supervisor of Listing Associate — License No.

Office Specific — 866-277-6005
Listing Broker's Office Address — Phone

Office Specific — TX. — Office Specific
City — State — Zip

Selling Associate's Name — License No.

Team Name

Selling Associate's Email Address — Phone

Licensed Supervisor of Selling Associate — License No.

Selling Associate's Office Address

City — State — Zip

***Only Completed if listing agreement covers BAC in Pgr #5A2.

Disclosure: Pursuant to a previous, separate agreement, Listing Broker has agreed to pay Other Broker a fee (☐ $ _____ or ☐ _____ % of the Sales Price). This disclosure is for informational purposes and does not change the previous agreement between brokers to pay or share a commission.

Unimproved Property Contract Pg 9

***Bottom of pgs 1-7 must be initialed by buyer(s) and seller(s).
****Top of pgs 2-10 have property address at the top****

Broker Information Page - Listing transaction	
b i n f o l	Checked Seller only. Broker information: All City Real Estate information must be complete and accurate prior to submission. Please confirm and correct as needed prior to submission: correct brokerage name, Lic #, agent name, Lic #, agent email, phone #, Lic supervisor, Lic supervisor Lic #, and correct brokerage address.
b i n f o c m p	Compensation is only listed on the bottom of broker information page if it is being paid by the listing broker through the listing agreement to the cooperating broker.

Unimproved Property Contract Pg 9

All City Real Estate Represented Buyer

Contract Concerning _____ Page 9 of 10 11-04-2024
(Address of Property)

BROKER INFORMATION
(Print name(s) only. Do not sign)

All City Real Estate — Office Specific
Other Broker Firm — License No.

represents
[X] Buyer only as Buyer's agent
[ ] Seller as Listing Broker's subagent

Agent Name — Agent Lic #
Associate's Name — License No.

Team Name

Agent email — Agent phone
Associate's Email Address — Phone

Office Specific or Team Lead — Person specific
Licensed Supervisor of Associate — License No.

Office Specific — 866-277-6005
Other Broker's Address — Phone

Office Specific — TX. Office Specific
City — State — Zip

Broker information: All City Real Estate information must be complete and accurate prior to submission. Please confirm and correct as needed prior to submission:
All City Real Estate, Lic #,
agent name, Lic #,
agent email, phone #,
Lic supervisor, Lic supervisor Lic #
and correct brokerage address.

C - All City Real Estate 9003633
H - All City Real Estate 9015435
SA- All City Real Estate 9014560

C - Kevin Scanlan 477367
H - Lana Sims 642965
SA - Mindi Stange 646223

C - 10222 Pecan Park Blvd St 10
Austin, TX 78729
H - 4201 Main St #200-137,
Houston, TX 77002
SA - 2722 W Bitters Rd Ste 130,
San Antonio, TX 78248

C = Central | H = Houston | SA = San Antonio

***Only Completed if listing agreement covers BAC in Pgr #5A2.

Disclosure: Pursuant to a previous, separate agreement, Listing Broker has agreed to pay Other Broker a fee ([ ] $ _____ or [ ] _____ % of the Sales Price). This disclosure is for informational purposes and does not change the previous agreement between brokers to pay or share a commission.

Unimproved Property Contract Pg 9

***Bottom of pgs 1-7 must be initialed by buyer(s) and seller(s).
****Top of pgs 2-10 have property address at the top****

Broker Information Page - Buyer transaction	
b i n f o b	Checked Buyer only. Broker information: All City Real Estate information must be complete and accurate prior to submission. Please update your templates to include correct brokerage name, Lic #, agent name, agent Lic #, agent email, agent phone #, Lic supervisor, Lic supervisor Lic #, and correct brokerage address.
b i n f o c m p	Compensation is only listed on the bottom of broker information page if it is being paid by the listing broker through the listing agreement to the cooperating broker.

Unimproved Property Contract Pg 9

All City Real Estate Intermediary Sale

BROKER INFORMATION
(Print name(s) only. Do not sign)

Broker information: All City Real Estate information must be complete and accurate prior to submission. Please confirm and correct as needed prior to submission:
All City Real Estate, Lic #,
agent name, Lic #,
agent email, phone #,
Lic supervisor, Lic supervisor Lic #
and correct brokerage address.

C - All City Real Estate 9003633
H - All City Real Estate 9015435
SA- All City Real Estate 9014560

C - Kevin Scanlan 477367
H - Lana Sims 642965
SA - Mindi Stange 646223

C - 10222 Pecan Park Blvd St 10
Austin, TX 78729
H - 4201 Main St #200-137,
Houston, TX 77002
SA - 2722 W Bitters Rd Ste 130,
San Antonio, TX 78248

C = Central | H = Houston | SA = San Antonio

All City Real Estate — Office Specific
Listing Broker Firm — License No.

represents [X] Seller and Buyer as an intermediary
[ ] Seller only as Seller's agent

Agent Name — Agent Lic #
Listing Associate's Name — License No.

Team Name

Agent email — Agent phone
Listing Associate's Email Address — Phone

Office Specific or Team Lead — Person specific
Licensed Supervisor of Listing Associate — License No.

Office Specific — 866-277-6005
Listing Broker's Office Address — Phone

Office Specific — TX. Office Specific
City — State — Zip

Agent Name — Agent Lic #
Selling Associate's Name — License No.

Team Name

Agent email — Agent phone
Selling Associate's Email Address — Phone

Office Specific or Team Lead — Person specific
Licensed Supervisor of Selling Associate — License No.

Office Specific — 866-277-6005
Selling Associate's Office Address

Office Specific — TX. Office Specific
City — State — Zip

This section is not completed on an intermediary transaction, as it is either covered by listing agreement or it is negotiated on pg 6 #12A(1)(b).

Disclosure: Pursuant to a previous, separate agreement, Listing Broker has agreed to pay Other Broker a fee ([ ] $ _____ or [ ] _____ % of the Sales Price). This disclosure is for informational purposes and does not change the previous agreement between brokers to pay or share a commission.

Unimproved Property Contract Pg 9

***Bottom of pgs 1-7 must be initialed by buyer(s) and seller(s).
****Top of pgs 2-10 have property address at the top****

Broker Information Page - Intermediary transaction	
b i n f o i **If there is one that has intermediary but has ACRE on one side and Copper Key Realty this is correct as they are a Broker LLC and require intermediary notice.**	Checked Seller and Buyer as intermediary. Broker information: All City Real Estate information must be complete and accurate prior to submission. Please confirm and correct as needed prior to submission: correct brokerage name, Lic #, agent name, Lic #, agent email, phone #, Lic supervisor, Lic supervisor Lic #, and correct brokerage address in the top sections and the bottom section of the right column. Nothing on the left.
b i n f o c m p i	Compensation should not be listed on this section on intermediary transactions. This is either covered by the listing agreement or negotiated directly with the seller on #12A(1)(b).

02-19-2021

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

1 _____

(Street Address and City)

BETWEEN THE UNDERSIGNED BUYER AND 2 _____

_____ (SELLER)

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

3 ☐ (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.

4 _____ _____

Buyer Date

4 _____ _____

Buyer Date

This form has been approved by the Texas Real Estate Commission for use with similarly approved or promulgated contract forms. Such approval relates to this form only. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not suitable for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (http:// www.trec.texas.gov) TREC No. 38-7. This form replaces TREC No. 38-6.

Notice of Buyer's Termination of Contract

1	Property Address	b t 1	Missing the property address. Please correct and have buyer initial the change.
2	Seller Name	b t 2	Missing the seller name. Please correct and have buyer initial the change.
3	Paragraph	b t 3	Reason for termination is not checked. If (8) other is checked, please add the reason on the lines. Please correct and have buyer initial the change.
4	Buyer(s) signatures and Date	b t 4	Missing buyer(s) signature or date. If missing signature have the buyer(s) sign and date. If missing date, have the buyer date and initial the date.

Use PCRS at the end

8-13-18

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

1 (Street Address and City)

BETWEEN THE UNDERSIGNED AND 2

(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)*:

3

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.

4 Seller Date

4 Seller Date

This form has been approved by the Texas Real Estate Commission for use with similarly approved or promulgated contract forms. Such approval relates to this form only. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not suitable for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (http://www.trec.texas.gov) TREC No. 50-0.

Notice of Seller’s Termination of Contract

1	Property Address	s t 1	Missing the property address. Please correct and have buyer initial the change.
2	Buyer Name	s t 2	Missing the buyer(s) name(s). Please correct and have seller(s) initial the change.
3	Option 1 - Earnest money not delivered within timeframe of paragraph 5. or Option 2 - Other Specify the paragraph of the contract or the addendum.	s t 3	Seller must select (1) for earnest money or (2) and enter the paragraph of the contract or the addendum that seller is using as the basis for termination.
4	Seller(s) signatures and Date	s t 4	Missing seller(s) signature(s) or date. If signature, have them sign and date. If missing date, have the seller date and initial the added date.

Use PCRS at the end

TEXAS REALTORS

RELEASE OF EARNEST MONEY

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. 2002

RELEASE OF EARNEST MONEY BETWEEN THE UNDERSIGNED BUYER AND SELLER CONCERNING THE PROPERTY AT

1 _____

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 2 _____ (escrow agent) to disburse the earnest money as follows:

3 $ _____ to _____
$ _____ to _____
$ _____ to _____
$ _____ to _____

4 _____
Buyer Date

_____
Buyer Date
Address: 5 _____

6 _____
Other/Cooperating Broker

By 7 _____ Date
Address: 8 _____

9 _____
Seller Date

_____
Seller Date
Address: 10 _____

11 _____
Broker Listing/Principal Broker

By 12 _____ Date
Address: 13 _____

Release of Earnest Money

1	Property Address	r e m 1	Missing property address. Please correct and have all parties initial the change.
2	Escrow Agent Missing	r e m 2	The Escrow Agent (title company) is missing. Please correct and have all parties initial the change.
3	Disbursement	r e m 3	The amount and to must be completed. Please correct and have all parties initial the change.
4	Buyer(s) Signatures & dates	r e m 4	All buyer(s) on contract must sign and date the Release of Earnest Money.
5	Buyer address	r e m 5	Address must be included for escrow agent to send funds if payable to buyer.
*6	Buyer Brokerage	r e m 6	Buyer's Brokerage name missing. Please correct and have all parties initial the change.
*7	Agent Signature	r e m 7	Buyer's agent signature missing.
*8	Brokerage address	r e m 8	Missing or incomplete brokerage address.
9	Seller(s) Signatures & dates	r e m 9	All seller(s) on contract must sign and date the Release of Earnest Money.
10	Seller address	r e m 10	Address must be included for escrow agent to send funds if payable to seller.
**11	Listing Brokerage	r e m 1 1	Listing brokerage name missing. Please correct and have all parties initial the change.
**12	Agent signature	r e m 1 2	Listing agent's signature missing.
**13	Brokerage address	r e m 1 3	Missing or incomplete brokerage address.

Use PCRS at the end

*Does not apply in unrepresented buyer transactions

**Does not apply in unrepresented seller transactions

SECTION 3
FINANCE

ALL CITY
Real Estate

11-04-2024

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.

1C1 1C2

☐ 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.**

Third Party Finance Addendum Pg 1

1	Missing / incorrect or incomplete address	t p f 1	The property street address / city must be corrected.
1A	1 A (1 or 2) not checked or the section is not completed in its entirety.	t p f 1 a	Pg 1 #1 A (1) must be checked and completed in its entirety. This must be corrected on an amendment to contract.
1B	1B is not checked or the section is not completed in its entirety.	t p f 1 b	Pg 1 #1B must be checked and completed in it's entirety. This must be corrected on an amendment to contract.
1C	1C is not checked or the section is not completed in its entirety. Loan type must be a valid FHA loan type: 203B, 203K, One time, Good neighbor	t p f 1 c	Pg 1 #1C must be checked and completed in it's entirety. This must be corrected on an amendment to contract.
1C1	FHA Loan type missing or incorrect: 203B, 203K, One Time, Good Neighbor	t p f 1 c 1	Pg 1 #1C FHA loan type is missing or incorrect. This must be corrected on an amendment to contract.
1C2	Amount financed incorrect.	t p f 1 c 2	Pg 1 #1C amount financed should be the amount in line 3B of the contract. This must be corrected on an amendment to contract.
1D	1D is not checked or the section is not completed in its entirety.	t p f 1 d	Pg 1 #1D must be checked and completed in it's entirety. This must be corrected on an amendment to contract.
1E	1E is not checked or the section is not completed in it's entirety.	t p f 1 e	Pg 1 #1E must be checked and completed in it's entirety. This must be corrected on an amendment to contract.
1F	1F is not checked or the section is not completed in it's entirety.	t p f 1 f	Pg 1 #1F must be checked and completed in it's entirety. This must be corrected on an amendment to contract.
1G	1G is not checked or the section is not completed in it's entirety.	t p f 1 g	Pg 1 #1G must be checked and completed in it's entirety. This must be corrected on an amendment to contract.
Buyer initials		t p f b i m	Pg 1 Buyer(s) initials missing on the bottom of page 1.
Seller initials		t p f s i m	Pg 1 Seller(s) initials missing on the bottom of page 1.

(Address of Property)

2A A. BUYER APPROVAL *(Check one box only)*:

☐ This contract is subject to Buyer obtaining Buyer Approval. If Buyer cannot obtain Buyer Approval, Buyer may terminate this contract within _____ days after the Effective Date of the 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 the contract under this provision, this contract will terminate and the earnest money will be refunded to Buyer. If Buyer does not terminate the contract under Paragraph 2A, the 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.

2A1 ☐ 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 may terminate this contract on or before the 3rd day before the Closing Date 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 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 requirement in Paragraph 2B 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 to the parties' respective brokers and sales agents provided under Broker Information.

5 Buyer _____ 6 Seller _____

5 Buyer _____ 6 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 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. 40-11. This form replaces TREC No. 40-10.

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com New docs

Third Party Finance Addendum Pg 2

2A	2A One option must be checked. Is subject to or is not subject to.	t p f 2 a	Pg 2 #2A one option must be checked: contract is subject to or contract is not subject to. This must be corrected on an amendment to contract.
2A1	2A is not checked or missing # of days	t p f 2 a 1	Pg 2 #2A missing # of days. This must be corrected on an amendment to contract.
4	#4 amount is not the full purchase price on page 1 of the contract. *Only applies to VA / FHA financing.	t p f 4	Pg 2 #4 amount must be the full purchase price as indicated on pg 1 of the contract. This must be corrected on an amendment to contract.
5	Buyer Signature(s) missing or do not match names on the contract	t p f b s or t p f b s m	The buyer(s) signature is missing. or Buyer(s) signature does not match the buyer name(s) on the contract. This must be corrected on an amendment to contract.
6	Seller Signature(s) missing or do not match names on the contract	t p f s s or t p f s m	The seller(s) signature is missing. or Seller(s) signature does not match the seller name(s) on the contract. This must be corrected on an amendment to contract.

Use PCAL for corrections except initials or signatures

Use UMDR unless corrections needed on initials, signatures or pg 9

Use PCRS at the end

PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC) 11-07-2022

SELLER FINANCING ADDENDUM

TO CONTRACT CONCERNING THE PROPERTY AT

1 _____
(Address of Property)

Agreements for Seller Financing can be complicated and may be subject to laws regulating loans. CONSULT AN ATTORNEY AND A FINANCIAL PROFESSIONAL BEFORE SIGNING. Seller may have accounting or reporting obligations concerning the Seller Financing. TREC rules prohibit real estate brokers and agents from giving legal advice. READ THIS ADDENDUM CAREFULLY.

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 2 ☐ 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 given at any time before all of the required credit documentation is furnished, and the earnest money will be paid to Seller. If the credit documentation is 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 or its actual delivery, whichever is later, 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 3 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 18% per annum or at the highest lawful rate, whichever is less. The Note will be payable as follows: (check one box only)

☐ (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)

4 ☐ (a) Consent Not Required: The Property may be sold, conveyed or leased without the consent of Seller, provided any subsequent buyer assumes the Note.

Seller Financing Addendum Pg 1

1	Property address missing or incomplete	s f a 1	Subject property address is incomplete / incorrect or missing.
2	Credit Documentation	s f a 2	At least one option must be checked on the Credit Documentation section.
3	Promissory Note	s f a 3	C. Must be completed and (1, 2 or 3) checked and completed in it's entirety.
4	Deed of Trust Pg 1 D (1) (a) or Pg 2 (b)	s f a 4	D. A or B must be checked.
Buyer initials		s f a b i m	Buyer(s) initials missing on the bottom of pg 1.
Seller initials		s f a s i m	Seller(s) initials missing on the bottom of pg 1.

(Address of Property)

4 ☐ (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 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.*

5 (2) CASUALTY INSURANCE: The deed of trust will provide that Buyer ☐ shall ☐ shall not obtain casualty insurance naming Seller as a mortgagee loss payee effective on the date of closing.

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

6 ☐ (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 any required paid-up casualty insurance.

☐ (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 any required 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 any required insurance that are deposited with a superior lienholder. Seller will provide Buyer with an annual accounting of the escrow account, use escrow deposits to pay taxes and any required insurance premiums in a timely manner if and to the extent funds are available in the escrow account, and hold the escrow deposit in a separate account. The escrow account ☐ will ☐ will not be serviced by a third-party servicer. ☐ Buyer ☐ Seller will pay the cost of escrow service.

(4) 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.

7 Buyer _____ 8 Seller _____

7 Buyer _____ 8 Seller _____

TREC TEXAS REAL ESTATE COMMISSION

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. 26-8. This form replaces TREC No. 26-7.

Seller Financing Addendum Pg 2

5	Deed of Trust Casualty Insurance Pg 2 D(2) shall or shall not	s f a 5	#D(2) must be checked shall or shall not.
6	Deed of Trust Pg 2 D(3)(a) or (b)	s f a 7 or s f a 7 m	#D(3) (a) or (b) must be checked. If (b), will or will not and buyer or seller must be completed.
7	Buyer(s) Signature	s f a 3	The buyer(s) signature is missing. Please upload signed copy. or Buyer(s) signature does not match the buyer name(s) on the contract.
8	Seller(s) Signature	s f a 8 or s f a 8 m	The seller(s) signature is missing. Please upload signed copy. or Seller(s) signature does not match the seller name(s) on the contract.

Use PCAC for corrections except for initials or signatures

Use UMDR at the end unless corrections needed for initials or signatures

Use PCRS at the end

PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC) 11-07-2022

LOAN ASSUMPTION ADDENDUM
TO CONTRACT CONCERNING THE PROPERTY AT

1 _____
(Address of Property)

2 **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 and the noteholder(s) of the loan(s) being assumed at Buyer's sole expense.

3 **C. ASSUMPTION.** At Closing, Buyer will assume in writing the following existing note(s) and all obligations imposed by the deed(s) of trust securing the notes assumed:

☐ (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 $_____ 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. Within 7 days after the Effective Date, Seller will deliver to Buyer copies of the note(s) to be assumed, the deed (s) of trust, and the most recent loan statement(s) from the lender.

4 **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.

5 _____ 6 _____
Buyer Seller

_____ _____
Buyer Seller

Loan Assumption Addendum

1	Property Address (Must be on the top of pg 1 & 2)	l a a 1	Subject property address is incomplete / incorrect or missing. This must be corrected on an amendment to contract.
2	(Must have number of days and the items seller is requiring checked)	l a a 2 or l a a 2 a	Credit Documentation missing # of days for delivery to seller. This must be corrected on an amendment to contract. or Items required my seller not checked. This must be corrected on an amendment to contract.
3	(1 or 2) must be checked. Cash or sales price must be checked and amount entered	l a a 3	C. (1 or 2) must be checked and completed in it's entirety as well as the next paragraph (Cash or Sales Price checked and the amount entered). This must be corrected on an amendment to contract.
4	(1 and 2) must be checked. $ of C(1) or $ of C(2) must be completed for D(1). % of C(1) or % of C(2) must be completed for D(2).	l a a 4 a or l a a 4 b	D.(1) Must be completed with either the $ amount in C(1) or the $ amount in C(2). This must be corrected on an amendment to contract. or D. (2) Must be completed with either the % in C(1) or % in C(2). This must be corrected on an amendment to contract.
Buyer Initials		l a a b i m	Buyer(s) initials missing on the bottom of pg 1.
Seller Initials		l a a s i m	Seller(s) initials missing on the bottom of pg 1.
5	Buyer(s) Signatures	l a a 5 or l a a 5 m	The buyer(s) signature is missing. Please upload a signed copy. or Buyer(s) signature does not match the buyer name(s) on the contract. Please correct on an amendment to contract. Once amendment is uploaded reattach rejected SFA and resubmit.
6	Seller(s) Signatures	l a a 6 or l a a 6 m	The seller(s) signature is missing. Please upload signed copy. or Seller(s) signature does not match the seller name(s) on the contract. Please correct on an amendment to contract. Once amendment is uploaded reattach rejected SFA and resubmit.

Use PCAC for corrections except for initials or signatures

Use UMDR at the end unless corrections needed for initials or signatures

Use PCRS at the end

SECTION 4
ADDENDA / DISCLOSURES

ALL CITY
Real Estate

PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

11-07-2022

ADDENDUM FOR PROPERTY SUBJECT TO MANDATORY MEMBERSHIP IN A PROPERTY OWNERS ASSOCIATION

(NOT FOR USE WITH CONDOMINIUMS)

ADDENDUM TO CONTRACT CONCERNING THE PROPERTY AT

1 _____

2 _____ (Street Address and City)

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

3A **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):

3A1 ☐ 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.

3A2 ☐ 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.

3A3 ☐ 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.

3A4 ☐ 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.

4 **C. FEES AND DEPOSITS FOR RESERVES:** 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. This paragraph does not apply to: (i) regular periodic maintenance fees, assessments, or dues (including prepaid items) that are prorated by Paragraph 13, and (ii) costs and fees provided by Paragraphs A and D.

5 **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.

6 _____ Buyer 7 _____ Seller

6 _____ Buyer 7 _____ Seller

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) TREC No. 36-10. This form replaces TREC No. 36-9.

Addendum for Property Subject to Mandatory Membership in a Property Owners Association

1	Missing or incomplete address / city	h o a 1	Street address and city: incorrect, incomplete or missing.
2	Missing Association name and / or phone #	h o a 2	Missing name and/or phone number (contact info if no phone #) of Association.
3	A (1, 2, 3 or 4) not checked.	h o a 3	Check box missing on A (1, 2, 3 or 4).
3A1	Missing # of days.	h o a 3 a	#1 Missing # of days.
3A2	Missing # of days.	h o a 3 b	#2 Missing # of days.
3A3	Not checked does or does not.	h o a 3 c	#3 not checked does or does not.
4	Missing amount	h o a 4 c	C- missing a dollar amount.
5	D. Authorization not checked buyer or seller. ***This is only required if #A3 is checked does not or #A4 is selected.	h o a 5 d	D. Buyer or seller not selected.
6	Buyer signatures - Missing or does not match contract.	h o a 6	Buyer signature(s) missing or all buyers on contract have not signed.
7	Seller signatures - Missing or does not match contract.	h o a 7	Seller signature(s) missing or all sellers on the contract have not signed.

Use PCAC for corrections except for initials or signatures
Use UMDR at the end unless corrections needed for initials or signatures
Use PCRS at the end

APPROVED BY THE TEXAS REAL ESTATE COMMISSION 10-10-11

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 1 _____
(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:

2 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): _____

_____.

3 ☐ (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):

4 ☐ 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.

5 Buyer	Date	7 Seller	Date
5 Buyer	Date	7 Seller	Date
6 Other Broker	Date	8 Listing Broker	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 suitable for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 512-936-3000 (http://www.trec.texas.gov)

Add. for SDN of Info on Lead-based Paint and Lead-Based Paint Hazards as Required by Federal Law

1	Property address missing, incomplete or wrong	I b 1	The address is missing, incomplete or wrong.
2	B. 1 (a or b) not checked	1 b b 1	B1 (a or b) not selected by the seller.
3	B. 2 (a or b) not checked	1 b b 2	B2 (a or b) not selected by the seller.
4	Buyer's Rights (1 or 2) not selected	I b c	C. (1 or 2) must be selected.
5	Buyer(s) signatures missing or does not match signatures on contract	I b b s	Buyer signature(s) missing or all buyers on contract have not signed.
*6	Other Broker Signature Missing buyer's agent signature	I b o b	Missing Buyer's Broker signature.
7	Seller(s) signatures missing or does not match signatures on contract	I b s s	Seller signature(s) missing or all sellers on the contract have not signed.
**8	Listing Broker Signature Missing listing broker signature	I b l b	Missing Listing Broker signature.

Use PCAC for corrections to be completed except signatures
Use UMDR unless corrections needed on signatures
Use PCRS at the end

*Does not apply to unrepresented buyer transactions.
**Does not apply to unrepresented seller transactions

PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC) 12-05-11

ADDENDUM FOR SALE OF OTHER PROPERTY BY BUYER

TO CONTRACT CONCERNING THE PROPERTY AT

1 _____

(Address of Property)

2 **A.** The contract is contingent upon Buyer's **receipt of the proceeds** from the sale of Buyer's property at _____

3 (Address) on or before _____, _____ (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.

4 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 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.

5 _____ Buyer	6 _____ Seller
5 _____ Buyer	6 _____ 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.trex.texas.gov) TREC No. 10-6. This form replaces TREC No. 10-5.

Addendum for Sale of Other Property By Buyer

1	Missing or incorrect subject property address	a s o p 1	Subject property address missing / incomplete or incorrect.
2	A: Missing Address of contingent property	a s o p 2	Address of property for sale by buyer missing.
3	Contingency Date Missing / incomplete	a s o p 3	On or before contingent date missing or incomplete.
4	B # of days missing	a s o p 4	Missing # of days for buyer to waive contingency.
5	Buyer Signatures Buyer(s) signatures missing or does not match signatures on contract	a s o p 5	Buyer signature(s) missing or all buyers on contract have not signed.
6	Seller Signatures Seller(s) signatures missing or does not match signatures on contract	a s o p 6	Seller signature(s) missing or all buyers on contract have not signed.

Use PCAC for corrections except signatures
Use UMDR unless corrections need on signatures
Use PCRS at the end

PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC) 12-05-2011

ADDENDUM FOR PROPERTY LOCATED SEAWARD OF THE GULF INTRACOASTAL WATERWAY

(SECTION 61.025, TEXAS NATURAL RESOURCES CODE)

TO CONTRACT CONCERNING THE PROPERTY AT

1 _____

(Address of Property)

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

2 _____ 3 _____

Buyer Seller

_____ _____

Buyer Seller

PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC) 12-05-2011

ADDENDUM FOR COASTAL AREA PROPERTY

(SECTION 33.135, TEXAS NATURAL RESOURCES CODE)

TO CONTRACT CONCERNING THE PROPERTY AT

1 _____

(Address of Property)

2 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 _____ 4 _____

Buyer Seller

3 _____ 4 _____

Buyer Seller

Addendum for Property Located Seaward of the Gulf Intracoastal Waterway

1	Must have property address	g i w 1	Subject property address missing / incomplete or incorrect. Please correct and have all parties initial the change and resubmit.
2	Must be signed by all buyer(s) on the contract	g i w 2	Buyer signature(s) missing or all buyers on contract have not signed. Please correct and resubmit.
3	Must be signed by all seller(s) on the contract	g i w 3	Seller signature(s) missing or all buyers on contract have not signed. Please correct and resubmit.

Addendum for Coastal Area Property

1	Must have property address	a c a p 1	Subject property address missing / incomplete or incorrect. Please correct and have all parties initial the change and resubmit.
2	Any items known by seller must be entered.	-	There is no code. If seller did not disclose anything, this will be blank or have N/A.
3	Must be signed by all buyer(s) on the contract	a c a p 3	Buyer signature(s) missing or all buyers on contract have not signed. Please correct and resubmit.
4	Must be signed by all seller(s) on the contract	a c a p 4	Seller signature(s) missing or all buyers on contract have not signed. Please correct and resubmit.

PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

11-19-19

ADDENDUM FOR AUTHORIZING HYDROSTATIC TESTING

EQUAL HOUSING OPPORTUNITY

CONCERNING THE PROPERTY AT: 1 _____

(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.

2 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 $_____.

3 _____ 4 _____

Buyer Seller

3 _____ 4 _____

Buyer Seller

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 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 (www.trec.texas.gov) TREC No. 48-1.

Addendum for Authorizing Hydrostatic Testing

1	Must have property address	a h t 1	Subject property address missing / incomplete or incorrect. Please correct and have all parties initial the change and resubmit.
2	Allocation of risk (1, 2 or 3) must be checked If (3) is checked the amount must be filled in.	a h t 2 or a h t 2 a	B. (1, 2 or 3) must be checked. This must be correct on an amendment to contract. or (3) is checked but the amount is blank. This must be corrected on an amendment to contract.
3	Must be signed by all buyer(s) on the contract	a h t 3	Buyer signature(s) missing or all buyers on contract have not signed. Please correct and resubmit.
4	Must be signed by all seller(s) on the contract	a h t 4	Seller signature(s) missing or all buyers on contract have not signed. Please correct and resubmit.

PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC) 12-05-2011

ENVIRONMENTAL ASSESSMENT, THREATENED OR ENDANGERED SPECIES, AND WETLANDS ADDENDUM

TO CONTRACT CONCERNING THE PROPERTY AT

1 _____

(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.

2 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.

3 _____ 4 _____

Buyer Seller

3 _____ 4 _____

Buyer 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. 28-2. This form replaces TREC No. 28-1.

Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum

1	Must have property address	e s w 1	Subject property address missing / incomplete or incorrect. Please correct and have all parties initial the change and resubmit.
2	A, B and / or C If any / all of these are checked, then the number of days must be completed.	e s w 2	A, B and/or C is checked but the # of days the buyer has to terminate is blank. This must be corrected on an amendment to contract.
3	Must be signed by all buyer(s) on the contract	e s w 3	Buyer signature(s) missing or all buyers on contract have not signed. Please correct and resubmit.
4	Must be signed by all seller(s) on the contract	e s w 4	Seller signature(s) missing or all buyers on contract have not signed. Please correct and resubmit.

2-10-2014

PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

ADDENDUM FOR PROPERTY IN A PROPANE GAS SYSTEM SERVICE AREA

(Section 141.010, Utilities Code)

CONCERNING THE PROPERTY AT 1 _____
(Street Address and City)

2 _____ 3 _____
Buyer Seller

2 _____ 3 _____
Buyer Seller

PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

11-04-2024

ADDENDUM FOR SECTION 1031 EXCHANGE

CONCERNING THE PROPERTY AT: 1 _____
(Street Address and City)

2 A. ☐ Seller ☐ Buyer intends to use this Property to accomplish an exchange of like-kind properties under Section 1031 of the Internal Revenue Code, as amended.

B. The parties will reasonably cooperate to accomplish the exchange provided: (i) the non-exchanging party will not incur any additional expense or liability; and (ii) closing will not be delayed as a result of the exchange.

3 _____ 4 _____
Buyer Seller

3 _____ 4 _____
Buyer Seller

Addendum for Property in a Propane Gas System Service Area

1	Must have property address	a p g 1	Subject property address missing / incomplete or incorrect. Please correct and have all parties initial the change and resubmit.
2	Must be signed by all buyer(s) on the contract	a p g 2	Buyer signature(s) missing or all buyers on contract have not signed. Please correct and resubmit.
3	Must be signed by all seller(s) on the contract	a p g 3	Seller signature(s) missing or all buyers on contract have not signed. Please correct and resubmit.

Addendum for Section 1031 Exchange

1	Must have property address	s 1 0 3 1	Subject property address missing / incomplete or incorrect. Please correct and have all parties initial the change and resubmit.
2	Seller or Buyer must be checked. Could be both.	s 1 0 3 1 a	2A Party participating in a 1031 exchange has not been checked. Please correct and have all parties initial the change.
3	Must be signed by all buyer(s) on the contract	s 1 0 3 1 b	Buyer signature(s) missing or all buyers on contract have not signed. Please correct and resubmit.
4	Must be signed by all seller(s) on the contract	s 1 0 3 1 s	Seller signature(s) missing or all buyers on contract have not signed. Please correct and resubmit.

PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

11-07-2022

ADDENDUM REGARDING FIXTURE LEASES

EQUAL HOUSING OPPORTUNITY

CONCERNING THE PROPERTY AT: 1 _____
(Street Address and City)

2 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.

3 (1) At closing, Buyer shall assume and Seller shall assign to Buyer the following Fixture Leases: ☐ solar panel lease, ☐ propane tank lease, ☐ water softener lease, ☐ security system lease, ☐ _____. 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.

4 (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.

5 B. Delivery of Fixture Leases:

☐ (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.

☐ (3) Seller provides Buyer with notice of the following oral Fixture Lease(s) (or on the attached exhibit), identifying the name of the lessee(s), rental amount, and term: _____ _____.

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.

6 _____	7 _____
Buyer	Seller
6 _____	7 _____
Buyer	Seller

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 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 (www.trec.texas.gov) TREC No. 52-1.

Addendum Regarding Fixture Leases

1	Must have property address	a r f 1	Subject property address missing / incomplete or incorrect. Please correct and have all parties initial the change and resubmit.
2	Systems that are leased must be checked	a r f 2	The systems that are leased must be checked.
3	Systems that the buyer(s) shall assume at closing. Items must be checked and the amount must be entered.	a r f 3	The systems that the buyer are assuming lease on must be checked and the $ amount must be entered. This must be corrected on an amendment to contract.
4	Seller will or will not must be checked	a r f 4	A(2) must be checked Seller Will or Will not remove leased fixtures. This must be corrected on an amendment to contract.
5	(1, 2 or 3) must be checked. If (3) is checked the term must be entered.	a r f 5	B. (1, 2 or 3) must be checked for delivery of fixture leases. If (3) is checked the term must be entered. This must be corrected on an amendment to contract.
6	Buyer(s) signatures	a r f 6	Buyer signature(s) missing or all buyers on contract have not signed. Please correct and resubmit.
7	Seller(s) signatures	a r f 7	Seller signature(s) missing or all buyers on contract have not signed. Please correct and resubmit.

PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

11-07-2022

ADDENDUM REGARDING RESIDENTIAL LEASES

EQUAL HOUSING OPPORTUNITY

CONCERNING THE PROPERTY AT: 1 _____
(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.]** 2

☐ 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:

☐ (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. 3

☐ (c) Seller provides Buyer with notice of the following oral Residential Lease(s) (or on the attached exhibit), identifying the name of the tenant(s), rental amount, and term: _____

(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.

4 (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.

5 _____ 6 _____
Buyer Seller

_____ _____
Buyer Seller

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 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 (www.trec.texas.gov) TREC No. 51-1.

Addendum Regarding Residential Leases

This document is only to be used when there is a tenant that is not party to the contract living in the property with a lease agreement.

1	Must have property address	a r r l 1	Subject property address missing / incomplete or incorrect. Please correct and have all parties initial the change and resubmit.
2	A or B must be checked. If B is checked see 3.	a r r l 2	A or B must be checked. This must be corrected on an amendment to contract.

3	If B is checked, then (1)(a, b or c) must be checked.	a r r l 3 a
		or
		a r r l 3 b
		or
		a r r l 3 c
			B(1)(a, b or c) must be checked. This must be corrected on an amendment to contract.
			or
			If (b) # of days must be entered. This must be corrected on an amendment to contract.
			or
			If (c) is checked the name, rental amount and term must be entered. This must be corrected on an amendment to contract.

4	Any exceptions must be listed.	-	There may not be anything entered here if there are no exceptions.
5	Buyer(s) signatures	a r r l 5	Buyer signature(s) missing or all buyers on contract have not signed. Please correct and resubmit.
6	Seller(s) signatures	a r r l 6	Seller signature(s) missing or all buyers on contract have not signed. Please correct and resubmit.

EQUAL HOUSING OPPORTUNITY

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

10-10-11

NON-REALTY ITEMS ADDENDUM

TO CONTRACT CONCERNING THE PROPERTY AT

1 _____

(Address of Property)

2 **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):

3 _____

_____

_____

_____

_____

_____

_____

_____

_____

_____

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.

4 _____ 5 _____

Buyer Seller

4 _____ 5 _____

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)

Non-Realty Item Addendum

1	Must have property address	n r i a	Subject property address missing / incomplete or incorrect. Please correct and have all parties initial the change and resubmit.
2	Amount	n r i a 2	This should not be left blank. If it is $0 then it needs to have Zero or $0.00 added. Please update your templates for future transaction. Approved for this transaction only.
3	Items - Items listed here should not have a title / registration (i.e. boats, RVS, etc)	n r i a 3 or n r i a 3 a	This document is for items that do not have a title / registration. Those items must be transferred with a bill of sale. or Missing all parties initials to change. Please correct and resubmit.
4	Buyer(s) signatures	n r i a b	Buyer signature(s) missing or all buyers on contract have not signed. Please correct and resubmit.
5	Seller(s) signatures	n r i a s	Seller signature(s) missing or all buyers on contract have not signed. Please correct and resubmit.

PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC) 11-04-2024

ADDENDUM FOR "BACK-UP" CONTRACT

TO CONTRACT CONCERNING THE PROPERTY AT

1 _____

(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 follows:

(1) Buyer shall deliver the earnest money and Option Fee as provided in Paragraph 5 of the Back-Up Contract; and

2 (2) Buyer shall deliver additional earnest money of $_____ and an additional Option Fee of $_____ to Escrow Agent within _____ days after the Amended Effective Date of the Back-Up Contract defined below.

3 G. The Back-Up Contract is contingent upon the termination of a previous contract (the First Contract) dated _____, _____, 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.

4 H. If the First Contract does not terminate on or before _____, _____, 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).

Initialed for identification by Buyer _____ _____ and Seller _____ _____

TREC NO. 11-8
TXR 1909

5 K. For purposes of this Addendum, time is of the essence. Strict compliance with the times for performance stated herein is required.

6 _____ 7 _____
Buyer Seller

6 _____ 7 _____
Buyer Seller

Addendum for Back-up Contract

1	Must have property address	a b u 1	Subject property address missing / incomplete or incorrect.
2	Amount of additional option fee, earnest money and # of days must be complete.	a b u 2	A(2) must be completed with the amount of option, earnest money and # of days. If no amount is applicable, then N/A or $0.00 should be added.
3	Date This is the date the first place contract was executed.	a b u 3	G Must have the effective date of the first contract.
4	Date The date back up buyer states for termination of first place or termination of back up offer	a b u 4	H Must have the date the first place contract must terminate on or before.
5	Property address Must be present on the top of the page.	a b u 5	Property address missing at the top of pg 2.
6	Buyer(s) signature	a b u 6	Buyer signature(s) missing or all buyers on contract have not signed.
7	Seller (s) signature	a b u 7	Seller signature(s) missing or all sellers on the contract have not signed.

PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC) 11-07-2022

ADDENDUM FOR RESERVATION OF OIL, GAS, AND OTHER MINERALS

ADDENDUM TO CONTRACT CONCERNING THE PROPERTY AT

1 _____
(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):

2 ☐ (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.*

3 C. Seller ☐ does ☐ does *not* waive rights of ingress and egress and of reasonable use of the Property (including surface materials) that are part of the Mineral Estate 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 currentcontact 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 brokers and sales agents from giving legal advice. READ THIS FORM CAREFULLY.

4 _____ Buyer

_____ Buyer

5 _____ Seller

_____ Seller

The form of this addendum has been approved by the Texas Real Estate Commission for use with similarly approved or promulgated contract forms. Such approval relates to this contract 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 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. 44-3. This form replaces TREC No. 44-2.

Addendum For Reservation of Oil, Gas and Other Minerals

1	Must have property address	a r o 1	Subject property address missing / incomplete or incorrect.
2	(1 or 2) must be selected. If (2) is selected, the blank must be completed.	a r o 2	B. (1) or (2) must be checked. If (2) the blank must also be completed.
3	Does or Does Not must be checked.	a r o 3	Seller Does or Does not must be checked.
4	Buyer(s) signature	a r o 4	Buyer signature(s) missing or all buyers on contract have not signed.
5	Seller (s) signature	a r o 5	Seller signature(s) missing or all sellers on the contract have not signed.

PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

02-19-2021

SHORT SALE ADDENDUM

ADDENDUM TO CONTRACT CONCERNING THE PROPERTY AT

1 _____

(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.

2 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.

3 _____ 4 _____

Buyer Seller

_____ _____

Buyer Seller

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 (http:// www.trec.texas.gov) TREC No. 45-2. This form replaces TREC No. 45-1.

Short Sale Addendum

1	Must have property address	s s a 1	Subject property address missing / incomplete or incorrect.
2	D. Date (deadline) seller must provide buyer notification of consent and agreement from lienholder.	s s a 2	D. Date that seller must notify the buyer that Lienholder's Consent and Agreement has been obtained is missing.
3	Buyer(s) signature	s s a 3	Buyer signature(s) missing or all buyers on contract have not signed.
4	Seller (s) signature	s s a 4	Seller signature(s) missing or all sellers on the contract have not signed.

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

EQUAL HOUSING OPPORTUNITY

CONCERNING THE PROPERTY AT: 1 _____

(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 .

2 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 appraisal.

3 ☐ (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.

4 _____	5 _____
Buyer	Seller
4 _____	5 _____
Buyer	Seller

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 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 (www.trec.texas.gov) TREC No. 49-1.

Addendum Concerning Right to Terminate Due to Lender's Appraisal

1	Must have property address	a c r t	Subject property address missing / incomplete or incorrect.
2	(1, 2 or 3) must be checked	a c r t 1	(1, 2 or 3) must be checked.
	(2) If (2) is checked then (ii) must be completed	a c r t 2	(2) is checked so (2)(ii) must be completed.
	(3) If (3) is checked, the # of days and the $ amount must be completed	a c r t 3	(3) is checked, but the # of days and / or the $ amount is not completed.
4	Buyer(s) signature	a c r t 4	Buyer signature(s) missing or all buyers on contract have not signed.
5	Seller (s) signature	a c r t 5	Seller signature(s) missing or all sellers on the contract have not signed.

SECTION 5
AMENDMENTS

ALL CITY
Real Estate

TEXAS REALTORS

AMENDMENT TO BUYER/TENANT REPRESENTATION AGREEMENT

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. 2024

1 On or about _____, Client and Broker entered into a Buyer/Tenant Representation Agreement (the Agreement).

2 Effective _____, Client and Broker amend the Agreement as follows:

3 ☐ A. The "market area" in Paragraph 3 is redefined as _____
_____.

4 ☐ B. The date the Agreement ends specified in Paragraph 4 is changed to _____.

5 ☐ C. **(For TXR 1507 only)**
(1) Brokers Obligations in Paragraph 5 is changed to ☐ Full Services or ☐ Showing Services.
(2) Client ☐ does or ☐ does not authorize Broker to act as an intermediary under Paragraph 8.
Note: To change Broker's Fees, also complete Paragraph D below.

6 ☐ D. **(For TXR 1501 and TXR 1507 only)** Broker's Fees in Paragraph 7A are changed to *(Complete all that apply):*

(1) (Purchases) _____ % of the sales price or a flat fee of $ _____ if Client purchases the following property: _____
_____.

(2) (Leases) _____ % of one month's rent or _____ % of all rents to be paid over the term of the lease or a flat fee of $ _____ if Client leases the following property: _____
_____.

7 ☐ E. **(For TXR 1501 and TXR 1507 only) Bonuses.** In addition to Broker's Fee listed in Paragraph 7A, Broker will be paid a bonus from seller, landlord, or their agent in an amount equal to $_____ if Client purchases or leases the following property: _____
_____ *(property address).*

8 ☐ F. Client instructs Broker to cease providing services under the Agreement on _____ and to resume providing services on: ☐ (1) receipt of further instructions from Client; or ☐ (2) _____
_____.
The Agreement is not terminated and remains in effect for all other purposes.

9 ☐ G. Paragraph(s) _____ are changed as follows:

10 **All City Real Estate** _____
Broker's Printed Name License No.

11 _____
Broker's (☒ or Broker's Associate's) Signature Date

11 _____
Broker's Associate's Printed Name, if applicable License No.

12 _____
Client's Printed Name

_____
Client's Signature Date

12 _____
Client's Printed Name

_____
Client's Signature Date

Amendment to Buyer/Tenant Representation Agreement

1		b t r 1	Missing the date Buyer / Tenant Rep agreement was entered into.
2		b t r 2	Missing the effective date of the amendment.
3	Must be checked if applicable	b t r 3 or b t r 3 1	Must be checked. or Must have the market area.
4	Must be checked if applicable	b t r 4 or b t r 4 1	Must be checked. or Must have the date entered.
5	Must be checked if applicable	b t r 5 or b t r 5 1 or b t r 5 2	Must be checked. or Must must be checked Full Services or Showing Services. or Must be checked does or does not.
6	Must be checked if applicable	b t r 6 or b t r 6 1 or b t r 6 2	Must be checked. or Must have the % or flat fee and the property address. or Must have the % or the flat fee and the property address.
7	Must be checked if applicable	b t r 7 or b t r 7 1	Must be checked. or Must have the dollar amount of the bonus and the address.
8	Must be checked if applicable	b t r 8 or b t r 8 1 or b t r 8 2	Must be checked. or Must have the date buyer / tenant rep agreement entered into. or Must be checked (1) or (2). If (2) following blank must be completed.
9	Must be checked if applicable	b t r 9 or b t r 9 1 or b t r 9 2	Must be checked. or Must have the paragraph numbers (if applicable). or Must have the corrections as requested.
10	Must be correct name and Lic # for sponsoring broker	b t r 1 0 or b t r 1 0 1	All City Real Estate is the correct brokerage name. Agent/ Team / Group name cannot be on the broker / brokerage line. or Correct brokerage name or lic # as follows: (insert All City Real Estate or correct lic #).
11	Must have agent signature, checkbox for Broker's associate, lic # and date	b t r 1 1 or b t r 1 1 1 or b t r 1 1 2	Agent signature missing. or Missing Date. or Missing agent printed name or lic #.
12	Must be signed and dated by all buyers on the buyer rep agreement	b t r 1 2 or b t r 1 2 1 or b t r 1 2 2	Missing buyer signatures. or Signatures of additional buyer(s) on contract missing. Additional signatures must be added. or Buyer signature must be dated.

Signature Block - Broker	Signature Block - Client
All City Real Estate 9003633 All City Real Estate 9014560 All City Real Estate 9015435	Each buyer listed on the contract must sign the amendment buyer rep agreement. The buyer rep agreement may have additional client signatures that are not on the contract. BUT all parties on the contract must be on buyer rep agreement or added on an amendment to buyer rep agreement.
Agent Signature and Date must be present Checkbox for Broker's Associate must be checked	Dates of Client signatures must be present
Agent's printed name and License # must be present	Addendum for signatures may be added to allow for additional buyer names and signatures if needed.

Use PCRS at the end

TEXAS REALTORS

AMENDMENT TO LISTING

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. 2024

AMENDMENT TO LISTING AGREEMENT BETWEEN THE UNDERSIGNED PARTIES CONCERNING THE PROPERTY AT

1 _____

"Owner" means the seller or landlord of the above-referenced Property.

2 Effective _____, Owner and Broker amend the above-referenced Listing as follows:

3 ☐ A. The Listing Price in Paragraph 3 of the Listing is changed to: $ _____.

4 ☐ B. The date the Listing ends in Paragraph 4 of the Listing is changed to: _____.

5 ☐ C. **(TXR 1101 and TXR 1201 only)** The Broker's Fee is changed to Paragraph ☐ 5A1 or ☐ 5B1 as follows:

☐ (a) _____ % of the sales price or $ _____.

☐ (b) _____.

6 ☐ D. **(TXR 1101 and TXR 1201 only)** The compensation paid to the other broker in Paragraph 5A2 is changed as follows:

(a) if the other broker represents the buyer: _____ % of the sales price or $ _____; and

(b) if the other broker is a subagent: _____ % of the sales price or $ _____.

7 ☐ E. Owner instructs Broker to cease marketing the Property on _____ and to resume marketing the Property on: ☐ (1) receipt of further instructions from Owner; or ☐ (2) _____.

The Listing is not terminated and remains in effect for all other purposes.

8 ☐ F. Paragraph(s) _____ are changed as follows:

Broker compensation or the sharing of compensation between brokers is not set by law nor fixed, controlled, recommended, or suggested by the Association of REALTORS®, MLS, or any listing service. Broker compensation is fully negotiable. Brokers independently determine their fees.

9 All City Real Estate — Broker's Printed Name — License No. — Owner's Printed Name

10 Broker's (X or Broker's Associate's) Signature — Date — 12 Owner's Signature — Date

11 633671 — Broker's Associate's Printed Name, if applicable — License No. — Owner's Printed Name

12 Owner's Signature — Date

Amendment to Listing Agreement

1	Must have property address	A L 1	Missing property address.
2	Must have effective date	A L 2	Must have the effective date.
3	Must be checked if applicable	A L 3 or A L 3 1	Must be checked. or Must have the list price.
4	Must be checked if applicable	A L 4 or A L 4 1	Must be checked. or Date must be valid.
5	Must be checked if applicable	A L 5 or A L 5 1 or A L 5 2 or A L 5 3	Must be checked. or 5A1 or 5B1 must be checked. or C (a) must have the % or flat fee. or C (b) must have the amount completed.
6	Must be checked if applicable	A L 6 or A L 6 1 or A L 6 2	Must be checked. or D (a) must have % or flat fee. or D (b) must have % or flat fee.
7	Must be checked if applicable	A L 7 or A L 7 1 or A L 7 2 or A L 7 3	Must be checked. or Must have date. or Must be checked (1) or (2). or If (2) is checked the blank must be completed.
8	Must be checked if applicable	A L 8 or A L 8 1 or A L 8 2	Must be checked. or Must have the paragraph of correction / change. or Must have the corrections completed as requested.
9	Broker Must be correct name and Lic # for sponsoring broker	A L 9 or A L 9 1	All City Real Estate is the correct brokerage name. Agent/ Team / Group name cannot be on the broker / brokerage line. or Correct brokerage name or lic # as follows: (insert All City Real Estate or correct lic #).
10	Broker's Signature Must have agent signature, checkbox for Broker's associate, lic # and date	A L 1 0 or A L 1 0 1 or A L 1 1	Agent signature missing. or Missing Checkbox or Missing Date. or Missing agent printed name or lic #.
12	Must be signed and dated by all buyers on the buyer rep agreement	A L 1 2 or A L 1 2 1 or A L 1 2 2	Missing seller signatures. or Signatures of additional seller(s) on contract missing. Additional signatures must be added. or Seller signature must be dated.

Signature Block - Broker	Signature Block - Client
All City Real Estate 9003633 All City Real Estate 9014560 All City Real Estate 9015435	Each buyer listed on the contract must sign the amendment buyer rep agreement. The buyer rep agreement may have additional client signatures that are not on the contract. BUT all parties on the contract must be on buyer rep agreement or added on an amendment to buyer rep agreement.
Agent Signature and Date must be present Checkbox for Broker's Associate must be checked	Dates of Client signatures must be present
Agent's printed name and License # must be present	Addendum for signatures may be added to allow for additional seller names and signatures if needed.

Use PCRS at the end

PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC) 11-04-2024

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 _____, _____.

☐ (4) The amount in Paragraph 12A(1)(b) of the contract is changed to ☐ $_____ or ☐ _____% of the Sales Price (check one box only).

☐ (5) The amount in Paragraph 12A(1)(c) of the contract is changed to $ _____.

☐ (6) The cost of lender required repairs and treatment, as itemized on the attached list, will be paid as follows: $ _____ by Seller; $ _____ by Buyer.

☐ (7) 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 _____, _____. This additional Option Fee ☐ will ☐ will not be credited to the Sales Price.

☐ (8) Buyer waives the unrestricted right to terminate the contract for which the Option Fee was paid.

☐ (9) 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 _____, _____.

☐ (10) **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.

11 **EXECUTED the _____ day of _____, _____. (BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)**

12 _____ 13 _____
Buyer Seller

12 _____ 13 _____
Buyer 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 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. 39-10. This form replaces TREC No. 39-9.

Amendment to Contract

	A - Must have property address and city	A M C A or A M C A 1	Missing Street Address and City. or Address / City incorrect.
1	Must be checked if applicable	A M C 1 or A M C 1 A or A M C 1 B or A M C 1 C	Box must be checked if (1) is being changed. or A - Must have updated cash price. or B - Must have financed amount. or C - Must have total purchase price.
2	Must be checked if applicable	A M C 2 OR A M C 2 A	Box must be checked for (2) to be applicable. or Information in (2) is for repairs and treatments. Not to be used for corrections to contract.
3	Must be checked if applicable	A M C 3 or A M C 3 A	Box must be checked for (3) to be applicable. or Date in (3) is incorrect or not complete.
4	Must be checked if applicable	A M C 4 or A M C 4 A	Box must be checked for (4) to be applicable. or Box and blank for $ amount or Box and blank for % must be completed.
5	Must be checked if applicable	A M C 5 or A M C 5 A	Box must be checked for (5) to be applicable. or Amount missing in blank.
6	Must be checked if applicable	A M C 6 or A M C 6 A	Box must be checked for (6) to be applicable. or Amount must be entered in on Seller or Buyer blank.
7	Must be checked if applicable	A M C 7 or A M C 7 A or A M C 7 B or A M C 7 C	Box must be checked for (7) is applicable. or Amount must be input for option fee. (seller extending can be $0). or Date must be entered for new option date. or Will or will not must be checked.
8	Must be checked if applicable	A M C 8	Box must be checked for (8) to be applicable.
9	Must be checked if applicable	A M C 9 or A M C 9 A	Box must be checked for (9) to be applicable. or Date must be entered for new third party approval end date.
10	Must be checked if applicable	A M C 1 0 or A M C 1 0 A	Box must be checked for (10) to be applicable. or Items listed must be factual. No if / then language.
11	Must be checked if applicable	A M C 1 1	Missing effective date.
12	Buyer Signature(s)	A M C 1 2 or A M C 1 2 A	Missing buyer(s) signature(s). or Signatures of additional buyer(s) on contract missing. Additional signatures must be added.
13	Seller Signature(s)	A M C 1 3 or A M C 1 3 A	Missing seller(s) signature(s). or Signatures of additional seller(s) on contract missing. Additional signatures must be added.

Use CPIC for corrections that must be made and all parties to initial

Use PCRS at the end

TEXAS REALTORS

RESIDENTIAL LEASE AMENDMENT

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. 2024

1 **CONCERNING THE RESIDENTIAL LEASE OF THE PROPERTY AT:**

_____

2 **Between** _____
(Landlord)

And

3 _____
(Tenant(s))

4 Effective _____, the above-referenced lease is amended as follows. (*Check all applicable boxes.*)

—

5 ☐ F. Other: Paragraph(s) _____ are amended as follows:

6 _____
Landlord Date

_____
Landlord Date

Or signed for Landlord under written property management agreement or power of attorney:

By: _____

Printed Name: _____

Firm Name: _____

7 _____
Tenant Date

_____
Tenant Date

_____
Tenant Date

_____
Tenant Date

Tenant's Phone & E-Mail:

_____
Home Work Mobile

E-Mail: _____

Amendment to Residential Lease

1	Must have property address	a r l 1 or a r l 1 a	Missing Street Address and City. or Address / City incorrect.
2	Must have Landlord(s) names	a r l 2	Missing Landlord(s) names.
3	Must have Tenant(s) names	a r l 3	Missing Tenant(s) names.
4	Must have effective date.	a r l 4	Missing effective date.
6	Must have Landlord(s) signatures	a r l 6	Missing landlord(s) signature(s).
7	Must have Tenant(s) signatures	a r l 7	Missing Tenant(s) signature(s).

The only paragraph that we are reviewing is if the Lease Agreement has All City Real Estate acting as property manager on pg 17 of the lease or if the agent has signed the lease for Landlord as Property Manager or as POA for Landlord.
If that was the correction, then in F. of the amendment, it needs to say:

(agent name) and All City Real Estate to be removed from the lease agreement as property manager or power of attorney for landlord.

SECTION 6
LEASE TRANSACTIONS

ALL CITY
Real Estate

TEXAS REALTORS

RESIDENTIAL REAL ESTATE LISTING AGREEMENT
EXCLUSIVE RIGHT TO LEASE

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. 2024

1. PARTIES: The parties to this agreement (this Listing) are:

Landlord: _____

_____

Address: _____
City, State, Zip: _____
Phone: _____ Mobile: _____
E-Mail/Fax Number: _____

Broker: **All City Real Estate** _____

_____

Address: _____
City, State, Zip: _____
Phone: **(866)277-6005** _____ Mobile: _____
E-Mail/Fax Number: _____

Landlord appoints Broker as Landlord's sole and exclusive real estate agent and grants to Broker the exclusive right to lease the Property.

2. PROPERTY: "Property" means the land described below, its improvements, its fixtures, and the non-real estate items described below, except for any exclusions described below.

A. Land: Lot _____, Block _____, _____
_____ Addition, City of _____,
in _____ County, Texas known as _____
_____ (address/zip code),
or as described on attached exhibit. *(If Property is a condominium, attach Condominium Addendum.)*

3. LISTING PRICE: Landlord instructs Broker to market the Property:

A. at a monthly rental of $ _____ (Listing Price); and
B. for a lease term of not less than _____ months and not more than _____ months.

4. TERM:

A. This Listing begins on _____ and ends at 11:59 p.m. on _____.

B. If Landlord enters into a binding written lease for the Property before the date this Listing begins and the lease is binding on the date this Listing begins, this Listing will not commence and will be void.

Exclusive Right to Lease Listing Agreement Pg 1

***Bottom of pgs 1-10 must be initialed by agent and all clients

Residential Real Estate Listing Agreement - Exclusive Right to Sell - Current Version. 8/23/24 - see pg i for outdate code			
1	Missing Landlord names as reflected on lease	L L A 1	All Landlord(s) must be listed on the listing agreement and ACRE required documents.
1	Client Contact information missing	L L A 1 a	Landlord contact details need to be completed.
1	Brokerage name wrong	L L A 1 b	All City Real Estate is the correct brokerage name. Agent/ Team / Group name cannot be on the broker / brokerage line.
1	Brokerage address / email and Ph #	L L A 1 c	Sponsoring broker office address needs to be completed. Phone # and Email either agents or brokerage.
2A	Lot, Block, Addition not completed	L L A 2	Full legal description for the property must be on the listing agreement.
2A	Listing City missing	L L A 2 a	The City is missing on #2A.
2A	Listing County missing	L L A 2 b	The County is missing in #2A.
2A	Address / Zip Code	L L A 2 c	The address and / or zip code is missing on #2A.
3A	Must have the monthly listing price	L L A 3 a	#3A must have the monthly rental rate (listing price).
3B	Must have the # of months in both blanks	L L A 3 b	#3B must show the number of months for the shortest and longest least allowed per landlord.
4A	Listing Term has expired. If the listing term was valid at the time the property went under contract an amendment to extend is not required but recommended.	L L A 4 a	#4A The listing agreement has expired. The lease agreement for property was executed prior to listing agreement expiring. You are not required to extend, but if the current transaction is to terminate, you cannot go back active on the MLS as the listing is no longer active. If you choose to extend upload the amendment to extend.
4A	Listing term is blank	L L A 4 b	The term of the listing agreement is required. You must correct the start and end date of the listing agreement on an amendment to listing agreement.

Exclusive Right to Lease Listing Agreement Pg 2

5. BROKER COMPENSATION:

Broker compensation or the sharing of compensation between brokers is not set by law nor fixed, controlled, recommended, or suggested by the Association of REALTORS®, MLS, or any listing service. Broker compensation is fully negotiable. Brokers independently determine their fees.
(Complete either 5A or 5B only)

A. Broker's Fee (with compensation for other broker):

This Paragraph 5A includes payment of compensation to the other broker working with a tenant. *Complete both (1) and (2)*

(1) When Earned and Payable, Landlord will pay Broker *(insert total amount for Broker and other broker)*:

☐ (a) _____ % of one full month's rent to be paid under a lease of the Property.

☐ (b) _____ % of all rents to be paid under a lease of the Property.

☐ (c) _____ .

If Broker does not pay the other broker that procures a tenant as specified in Paragraph 5A(2), Broker's Fee in this Paragraph 5A(1) will be reduced by any amount not paid to the other broker.

(2) If the other broker procures a tenant that leases the Property, Landlord authorizes Broker to pay and Broker will pay the other broker the following fees from the amounts specified in A(1):

(a) if the other broker represents the tenant *(complete only one)*:

☐ _____ **% of one month's rent to be paid under a lease**

☐ _____ **% of all rents to be paid under a lease**

☐ **A flat fee of $** _____ **; and**

(b) if the other broker is a subagent *(complete only one)*:

☐ _____ **% of one month's rent to be paid under a lease**

☐ _____ **% of all rents to be paid under a lease**

☐ **A flat fee of $** _____ **.**

(3) Landlord authorizes Broker to publicly disclose compensation for the other broker as specified in 5A(2).

(4) Broker will retain amounts specified in 5A(1) as Broker's Fee if there is no other broker that procures the tenant, including, but not limited to, transactions where Broker represents both Landlord and tenant (intermediary) or tenant is unrepresented. Amounts specified in 5A(2)(a) will be applied towards any fees a tenant has agreed to pay Broker as specified in a separate written representation agreement.

B. Broker's Fee (without compensation for other broker):

(1) When Earned and Payable, Landlord will pay Broker *(insert amount to be paid to Broker only)*:

☐ (a) _____ % of one full month's rent to be paid under a lease of the Property.

☐ (b) _____ % of all rents to be paid under a lease of the Property.

☐ (c) _____ .

Exclusive Right to Lease Listing Agreement Pg 3

E. Other Compensation:

(1) Compensation for Renewal: If Landlord renews or extends a lease or rental agreement with a tenant procured under this Listing, Landlord, at the time the renewal or extension begins, will pay Broker the amount described below. This Paragraph 5E(1) survives termination of this Listing.

☐ (a) _____ % of one full month's rent to be paid under the renewal or extension.

☐ (b) _____ % of all rents to be paid under the renewal or extension.

☐ (c) _____ .

G. County: All amounts payable to Broker are to be paid in cash in _____ _____ County, Texas.

Exclusive Right to Lease Listing Agreement Pg 2, 3

***Bottom of pgs 1-10 must be initialed by agent and all clients

Excl Right to Lease - Pg 2 - 3			
5	Both 5A and 5B are completed	L L A 5	5A or 5B only can be completed.
5	5A(1) shows same commission as 5A(2). But the agent has submitted a funding request and the buyer's agent has compensation on pg 10.	L L A 5 a	#5A(1) is for the total compensation to be paid by the Landlord, which includes the cooperating broker split. #5A(2) is the amount that cooperating broker is to be paid out of the total compensation listed in 5A(1).Please correct the amount in #5A(1) to include the total commission to be paid by Landlord. This must be done in F. on the amendment to listing agreement.
5	#5B is completed with only listing broker compensation. The contract shows the buyer's agent is getting 3% on pg 10 and a compensation agreement between brokers.	L L A 5 b	#5B is for listing broker compensation only. This is to be used only when seller is not paying cooperating broker through listing agreement. Since there is an Agreement Between Brokers for Residential leases that shows that the tenant's agent is being paid through the brokerage you will need to amend the listing agreement to 5A(1) and 5A(2). This must be done in F. on the amendment to listing agreement.
5E	ONLY if original lease listing agreement is being used for a lease extension / renewal, 5E (a, b or c) must be completed.	L L A 5 e	#6E(1) (a, b or c) must be completed to use the original listing agreement for lease extension / renewals. This must be corrected on an amendment to lease agreement.
5G	If anything other than Williamson County	L L A 5 g	#5G is Williamson (this is the county of the broker's accounting office).

Exclusive Right to Lease Listing Agreement Pg 4, 5 and 6

6. LISTING SERVICES:

A. Filing: Landlord instructs Broker as follows: *(Check 1 or 2 only.)*

☐ (1) Broker will file this Listing with one or more Multiple Listing Services (MLS) according to the following: *(Check only one box.)*

☐ (a) Broker will file this Listing with one or more Multiple Listing Services (MLS) by the earlier of the time required by MLS rules or 5 days after the date this Listing begins. Landlord authorizes Broker to submit information about this Listing and the lease of the Property to the MLS.

☐ (b) Landlord instructs Broker not to file this Listing with one or more Multiple Listing Services (MLS) until _____ days after the date this Listing begins for the following purpose(s): _____
_____.
(NOTE: Do not check if prohibited by MLS(s).)

☐ (2) Broker will not file this Listing with any Multiple Listing Services (MLS) or other listing service.

B. Scheduling Companies: Broker may engage the following companies to schedule appointments and to authorize others to access the Property: _____ .

9. INTERMEDIARY: *(Check A or B only.)*

☐ A. Intermediary Status: Broker may show the Property to interested prospective tenants or buyers who Broker represents. If a prospective tenant who Broker represents offers to lease or buy the Property, Landlord authorizes Broker to act as an intermediary and Broker will notify Landlord that Broker will service the parties in accordance with one of the following alternatives.

☐ B. No Intermediary Status: Landlord agrees that Broker will not show the Property to prospective tenants or buyers who Broker represents.

19. ADDENDA AND OTHER DOCUMENTS: Addenda that are part of this Listing and other documents that Landlord may need to provide are:

☒ A. Information About Brokerage Services;
☐ B. Addendum Regarding Rental Flood Disclosure
☐ C. Addendum Regarding Lead-Based Paint (required if Property was built before 1978);
☐ D. Request for Information from an Owners' Association;
☐ E. Information about Special Flood Hazard Areas;
☐ F. Condominium Addendum to Listing;
☐ G. Keybox Authorization by Tenant; and
☐ H. Information about On-Site Sewer Facility
☐ I. IRS Forms (W-9 or W-8)
☐ J. Owner's Authorization Concerning Unescorted Access to Property
☐ K. General Information for Landlord Regarding Assistance Animals
☐ L. _____ .

Exclusive Right to Lease Listing Agreement
Pg 4, 5, 6, 9

*****Bottom of pgs 1-10 must be initialed by agent and all clients**

6A (Pg 4)	6A1(a or b) or 6A2 must be checked.	L L A 6	Either 6A(1) or 6A(2) must be checked. If 6A(1) is checked then (a or b) must be checked.
7B (Pg 5)	This should not be plumber, other agents, photographers, etc	L L A 7	This blank is for how people will schedule appointments to show the property. This is not for who might schedule to see the property. (i.e. Listing agent, ShowingTime, BrokerBay) blank is for how people will schedule appointments to show the property. This is not for who might schedule to see the property. (i.e. Listing agent, ShowingTime, BrokerBay).
9	9 A or B must be checked. Only 1	L L A 9	#9 Intermediary A or B must be checked.
9B	If 9B is checked and an intermediary lease is uploaded, the listing agreement must be amendment to 9A.	L L A 9 B	#9 Intermediary: B No intermediary status is checked but you have an intermediary lease. You must correct to A: Intermediary Status.
19 (Pg 9)	Addenda checked on #19 is not uploaded.	L L A 1 9	#19 Missing addenda as referenced: (insert the Letter and name of addenda missing). Please upload this under a separate placeholder so no documents are removed or replaced.

Exclusive Right to Lease Listing Agreement Pg 9

22 All City Real Estate
Broker's Printed Name | License No.

23
Broker's Signature | Date
Broker's Associate's Signature, as an authorized agent of Broker

633671
Broker's Associate's Printed Name, if applicable | License No.

Landlord's Printed Name

24 Landlord's Signature | Date

Landlord's Printed Name

24 Landlord's Signature | Date

Exclusive Right to Lease Listing Agreement Pg 11

22	Broker Must be correct name and Lic # for sponsoring broker	L L A 2 2 or L L A 2 2 a	All City Real Estate is the correct brokerage name. Agent/ Team / Group name cannot be on the broker / brokerage line. or Correct brokerage name or lic # as follows: (insert All City Real Estate or correct lic #).
23	Broker's Signature Must have agent signature, checkbox for Broker's associate, lic # and date	L L A 2 3 or L L A 2 3 a or L L A 2 3 b	Agent signature missing. or Missing Checkbox or Missing Date or Missing agent printed name or lic #.
24	Must be signed by all seller(s).	L L A 2 4 or L L A 2 4 a or L L A 2 4 b	Missing seller signatures. or Signatures of additional seller(s) on lease missing. Additional signatures must be added. or Landlord signature must be dated.

Signature Block	
Signature Block - Broker	Signature Block - Client
All City Real Estate 9003633 All City Real Estate 9014560 All City Real Estate 9015435	Each landlord listed on the Lease must sign Listing Agreement.
Agent Signature and Date must be present Checkbox for Broker's Associate must be checked	Dates of Client signatures must be present

TEXAS REALTORS

RESIDENTIAL LEASE

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

1. PARTIES: The parties to this lease are:

the owner of the Property, Landlord,: _____
_____; and

Tenant(s): _____
_____.

2. PROPERTY: Landlord leases to Tenant the following real property:

Address: _____
legally described as: _____
_____
in _____ County, Texas, together with the following non-real-property items: _____
_____.
The real property and the non-real-property are collectively called the "Property".

J. Landlord's broker, _____,
☐ will ☐ will not act as the property manager for landlord. If Property is not managed by above-named broker, Property will be managed by ☐ Landlord or ☐ property manager for Landlord:
Name of property manager: _____ Phone: _____
Address: _____ E-mail: _____

K. This lease should not be used in conjunction with executory contracts of any type, such as contracts for deed, leases with options to purchase, or lease options, without the advice of an attorney.

L. This lease is negotiable between the parties. This lease is binding upon final acceptance. READ IT CAREFULLY. If you do not understand the effect of this lease, consult your attorney BEFORE signing.

Landlord	Date	Tenant	Date
Landlord	Date	Tenant	Date
Or signed for Landlord under written property management agreement or power of attorney:		Tenant	Date
By: _____	Date	Tenant	Date
Broker's Associate's Printed Name			
Broker's Printed Name	License No.		
Firm Name			

Only the items above are to be checked and corrections requested. Corrections must be made on an amendment to lease agreement unless missing signature or initials.

Residential Lease Agreement

Only the items below are to be checked and corrections requested. Corrections must be made on an amendment to lease agreement unless missing signature or initials.

1	Parties Landlord	r l a 1	Landlord names must match the landlord name on the listing agreement.
2	Property Must include full property address, legal description and county	r l a 2 or r l a 2 a or r l a 2 b	#2 Property address is missing or incomplete. or #2 Property full legal description missing. or #2 Missing county.
J	This must be checked will not	r l a j	Pg 17 J. If All City Real Estate or agent name is listed it must be checked will not.
	Landlord(s) Signature **If LLC on pg 1, signatures will not match.	r l a l s	Landlord(s) signatures must match the names on pg 1 #1 and on the listing agreement.
	Tenant(s) Signature	r l a t s	Tenant(s) signatures must match the names on pg 1.
✳	Agent should not sign the lease agreement. Brokerage should not be listed in this section	r l a p m	Agent cannot sign as Landlord under written property management agreement or power of attorney. This must be corrected on an amendment to lease agreement removing the agent and All City Real Estate from the lease agreement.

TEXAS REALTORS

ADDENDUM REGARDING RENTAL FLOOD DISCLOSURE

NOTICE: For use with a Residential Lease, including a Temporary Residential Lease

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. 2024.

ADDENDUM TO RESIDENTIAL LEASE CONCERNING THE PROPERTY AT _____

THIS ADDENDUM IS A DISCLOSURE OF LANDLORDS' KNOWLEDGE AS OF THE DATE SIGNED BY THE LANDLORD. IT IS NOT A WARRANTY OF ANY KIND NOR A PREDICTION OF FUTURE EVENTS BY LANDLORD, LANDLORD'S AGENTS, OR ANY OTHER AGENT.

A. 100-YEAR FLOODPLAIN.
Landlord ☐ is or ☐ is not aware that the dwelling you are renting is located in a 100-year floodplain. If neither box is checked, you should assume the dwelling is in a 100-year floodplain. Even if the dwelling is not in a 100-year floodplain, the dwelling may still be susceptible to flooding. The Federal Emergency Management Agency (FEMA) maintains a flood map on its Internet website that is searchable by address, at no cost, to determine if a dwelling is located in a flood hazard area. Most tenant insurance policies do not cover damages or loss incurred in a flood. You should seek insurance coverage that would cover losses caused by a flood.

B. DAMAGE TO A DWELLING DUE TO FLOODING DURING THE LAST FIVE-YEAR PERIOD.
Landlord ☐ is or ☐ is not aware that the dwelling you are renting has flooded at least once within the last five years.

**For purposes of this notice:*

"100-year floodplain" means any area of land designated as a flood hazard area with a one percent or greater chance of flooding each year by the Federal Emergency Management Agency under the National Flood Insurance Act of 1968 (42 U.S.C. Section 4001 et seq.). A landlord is not required to disclose on the notice that the landlord is aware that a dwelling is located in a 100-year floodplain if the elevation of the dwelling is raised above the 100-year floodplain flood levels in accordance with federal regulations.

"Flooding" means a general or temporary condition of partial or complete inundation of a dwelling caused by: (A) the overflow of inland or tidal waters; (B) the unusual and rapid accumulation of runoff or surface waters from any established water source such as a river, stream, or drainage ditch; or (C) excessive rainfall.

The undersigned Tenant acknowledges receipt of the foregoing notice.

Landlord	Date	Tenant	Date
Landlord	Date	Tenant	Date
		Tenant	Date
		Tenant	Date

Addendum Regarding Rental Flood Disclosure

	Property address	a r r f	Must have property address at the top of the page.
A	Must be checked is or is not	a r r f a	A. Must be checked is or is not.
B	Must be checked is or is not	a r r f b	B. Must be checked is or is not.
	Landlord(s) Signatures	a r r f l	Missing landlord(s) signatures or not signed by all landlord(s) listing on pg 1 of lease and pg 1 of listing agreement.
	Tenant(s) Signatures	a r r f t	Missing tenant(s) signature or not signed by all tenant(s) listed on pg 1 of the lease.

SECTION 7
COMPENSATION



TEXAS REALTORS

COMPENSATION AGREEMENT BETWEEN BROKERS

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., 2024

1. **PARTIES:** The parties to this Agreement are:

Listing/Principal Broker: _____

Full Address: _____

Phone: _____ E-Mail/Fax: _____

Cooperating Broker: _____

Full Address: _____

Phone: _____ E-Mail/Fax: _____

2. **PROPERTY:** "Property" means the following real property in Texas, together with all its improvements and fixtures:

Full Address or Description: _____

☐ or as described in an attached exhibit.

3. **REGISTRATION:** Cooperating Broker registers _____ _____ (Client) with Listing/Principal Broker. Listing/Principal Broker represents the owner of the Property (Owner), and Cooperating Broker represents Client.

4. **TERM:** This Agreement begins on _____ and ends at 11:59 pm on _____ .

5. **COOPERATING BROKER'S FEES:**

A. Fees: When Earned and Payable, Listing/Principal Broker will pay Cooperating Broker *(complete all that apply)*:

(1) (Sale) _____ % of the sales price or a flat fee of $ _____ .

(2) (Lease) _____ % of one full month's rent Client is obligated to pay under the lease or $ _____ .

(3) _____ .

6 _____ _____

Listing/Principal Broker's Printed Name License No.

7 _____ _____

Listing/Principal Broker's Signature Date

(☐ or Broker's Associate)

8 _____ _____

Listing/Principal Broker's Associate's Printed Name License No.

9 _____ _____

Cooperating Broker's Printed Name License No.

10 _____ _____

Cooperating Broker's Signature Date

(☐ or Broker's Associate)

11 _____ _____

Cooperating Broker's Associate's Printed Name License No.

Compensation Agreement Between Brokers

This is not a required document but is recommended, and should only be completed if listing broker is paying the cooperating broker compensation.
*****WE ARE ONLY REQUESTING CORRECTS FOR ALL CITY REAL ESTATE SIDE EXCEPT SIGNATURE FOR OTHER BROKER.*****

1	Brokerage information must be correct.	c a b b	All City Real Estate is the correct brokerage name. Agent/ Team / Group name cannot be on the broker / brokerage line. Full Brokerage Address must be completed. Phone and email may be agent's or brokerage.
2	Property	c a b b 2	2. Must be completed with full property address or checked and exhibit attached.
3	Registration	c a b b 3	Cooperating broker's client names (buyer) must be listed.
4	Term	c a b b 4	The term must begin on the day of contract or before and must end after the contract is executed. It must be valid at the time of contract execution.
5	Cooperating Broker Fees	c a b b 5 or c a b b 5 a or c a b b 5 b	5A(1) (2) or (3)must be completed. or A (1) % or flat fee $ must be completed. This is not the full price. or A(2) $ or the $ amount must be completed.
*** 6 ***	Listing Broker Printed Name ACRE- Listing	c a b b 6	All City Real Estate is the correct brokerage name. Agent/ Team / Group name cannot be on the broker / brokerage line. Lic # (insert the correct lic #).
7	Listing / Principal Broker's Signature and box checked for Broker's Associate ACRE - Listing	c a b b 7	Must be signed by the agent, dated and have the box checked for Broker's Associate.
*** 8 ***	Agent Printed Name and Lic #	c a b b 8	Agent's name and lic # must be completed.
*** 9 ***	Cooperating Broker Printed Name ACRE - Buyer	c a b b 9	All City Real Estate is the correct brokerage name. Agent/ Team / Group name cannot be on the broker / brokerage line. Lic # (insert the correct lic #).
10	Cooperating Broker's Signature and box checked for Broker's Associate	c a b b 1 0	Must be signed by the agent, dated and have the box checked for Broker's Associate.
11	Agent Printed Name and Lic #	c a b b 1 1	Agent's name and lic # must be completed.

- Only requirement for the Other Brokerage #1 Name at the top and #2 it is signed at the bottom.
- This form should not be used in an intermediary transaction. This is covered under the listing agreement if 5A(1)&(2) are utilized OR in #12A(1)(b) of the contract if 5B is utilized in the listing agreement.

TEXAS REALTORS

AGREEMENT BETWEEN BROKERS FOR RESIDENTIAL LEASES

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. 2003

CONCERNING THE RESIDENTIAL LEASE OF THE PROPERTY AT _____ 1

_____ **between**

_____ **(Landlord) and** 2

_____ **(Tenant).** 3

4 **A. FEE:** Listing Broker will pay Other Broker a fee equal to:

☐ (1) _____ % of one full month's rent that Tenant is obligated to pay under the above-referenced lease.

☐ (2) _____ % of all rent that Tenant is obligated to pay under the primary term of the above-referenced lease.

☐ (3) _____ .

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

5 **B. OTHER FEES:**

☐ (1) Renewals: If the parties to the above-referenced lease renew the lease, Listing Broker will pay Other Broker an additional fee equal to:

☐ (a) _____ % of one full month's rent that Tenant is obligated to pay under the renewal.

☐ (b) _____ % of all rent that Tenant is obligated to pay under the renewal term.

☐ (c) _____ .

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

6 ☐ (2) Sales: If Landlord agrees to sell the Property to Tenant during the term of the lease, including any renewal or extension, Listing Broker will pay Other Broker an additional fee equal to:

☐ (a) _____ % of the sales price.

☐ (b) _____ .

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

7 Other Broker _____ License No.	8 Listing Broker _____ License No.
By _____ Date	By _____ Date
Address _____	Address _____
City, State, Zip _____	City, State, Zip _____
Phone _____ Fax	Phone _____ Fax

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

Agreement Between Brokers for Residential Leases

This is not a required document but is recommended, and should only be completed if listing broker is paying the cooperating broker compensation.
*****WE ARE ONLY REQUESTING CORRECTS FOR ALL CITY REAL ESTATE SIDE EXCEPT SIGNATURE FOR OTHER BROKER.*****

1	Property Address	a b b 1	Property address is missing or incomplete.
2	Landlord Name(s)	a b b 2	Must have Landlord(s) names.
3	Tenant(s) Names	a b b 3	Must have Tenant(s) names.
4	Fee - 1, 2 or 3 must be checked and the blank filled in.	a b b 4	A. 1, 2 or 3 must be checked and the blank completed.
**5	B(1) Renewals a, b or c must be checked and the blank filled in.	a b b 5	B(1) (a, b or c) must be checked and the blank completed.
**6	B(2) Sales a or b must be checked and the blank filled in.	a b b 6	B(2) (a or b) must be checked and the blank completed.
*** 6 ***	Other Broker Printed Name ACRE- Tenant	a b b 7	All City Real Estate is the correct brokerage name. Agent/ Team / Group name cannot be on the broker / brokerage line. Lic # (insert the correct lic #). Must be signed by the agent and have the brokerage address and phone number.
*** 7 ***	Listing Broker Printed Name ACRE- Listing	a b b 8	All City Real Estate is the correct brokerage name. Agent/ Team / Group name cannot be on the broker / brokerage line. Lic # (insert the correct lic #). Must be signed by the agent and have the brokerage address and phone number.

> Only requirement for the Other Brokerage is that it is signed.

TEXAS REALTORS

REFERRAL AGREEMENT BETWEEN BROKERS

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., 2024

1. PARTIES: The parties to this Agreement are:

Receiving Broker: _____
_____ License number: _____
Address: _____
City, State, Zip: _____
Phone: _____ Mobile: _____ E-Mail: _____
Broker's Associate's name: _____ License number: _____

Referring Broker: _____
_____ License number: _____
Address: _____
City, State, Zip: _____
Phone: _____ Mobile: _____ E-Mail: _____
Broker's Associate's name: _____ License number: _____

2. PROSPECT: The Prospect being referred to Receiving Broker is:

Prospect Name: _____
Contact person: _____
Address: _____
City, State, Zip: _____
Phone: _____ Mobile: _____ E-Mail: _____
Comments/Instructions: _____
_____

3. TERM: This Agreement begins on _____ and ends at 11:59 pm on _____ .

4. REFERRING BROKER'S FEE: If Receiving Broker earns a fee or other payment for services rendered in connection with a real estate transaction involving Prospect during the Term, Referring Broker will be entitled to a referral fee and Receiving Broker will pay Referring Broker's fee in the amount and manner stated below. Referring Broker's fee is payable at the time Receiving Broker receives the Receiving Broker's fee, either during the Term or after it ends, and is payable only from a portion of Receiving Broker's fees. If Receiving Broker's fee is received in multiple installments, Referring Broker's fee will be paid in proportion to the fees received by Receiving Broker under the same schedule as received by Receiving Broker.

A. Sales:
(1) If Prospect enters into a binding agreement to buy or sell all or part of a property at any price, Receiving Broker will pay Referring Broker a fee equal to:
☐ (a) _____% of Receiving Broker's fee
☐ (b) _____% of the sales price.
☐ (c) _____.
(2) Any escrow or closing agent may pay Referring Broker's fee from Receiving Broker's fee at closing.

B. Leases: (the term "lease" includes subleases, assignments of leases, and beneficial terminations of leases)
(1) Primary Lease: If Prospect enters into a lease, Receiving Broker will pay Referring Broker a fee equal to:
☐ (a) _____% of Receiving Broker's fee
☐ (b) _____% of the rents upon which Receiving Broker's fee is calculated.
☐ (c) _____.

Referral Agreement Between Brokers

- **This document is required for All City to All City referrals.**
- **The agent working the transaction is the only one who needs to put the transaction in WorkSpace. The referring agent will be added to the transaction as a partner agent.**
- **Other referral agreements may be used for external referrals, but they must include the amount of the referral, the prospect's information, and the broker's information, and be signed by both parties.**

1	Parties	r a b 1	#1 Parties: Brokerage information for Receiving and Referring Brokers must be complete to include: Brokerage name and Lic #. full address, phone #, Broker Associate's Name and Lic #.
2	Prospect	ra b 2	#2 Prospect information must be included on the referral agreement: name, contact information.
3	Term	r a b 3	#3 Term must have a start and and end date. Must valid at the time the contract is executed.
4A	Referring Broker's Fee 4A is the most common type of referral. If 4A(b) is selected confirm with the agent that the are paying that percentage of the sales price - this is very rare.	r a b 4 a	#4 A (1)(a, b or c) must be checked and the amount entered.
4B	This is ONLY REQUIRED to be completed if applicable. If agent does checks a box then it must be completed to include the amount.	r a b 4 b	#4 B(1) (a, b or c) must be checked and the amount entered.
	Pg 1 Initials	r a b i	Missing initials at the bottom of page 1 must be corrected.

(2) Renewals: If Prospect enters into a lease and subsequently extends, renews, or expands the lease (including new leases for more, less, or different space in the same building, center, or complex), Receiving Broker will pay Referring Broker a fee equal to:

☐ (a) _____% of Receiving Broker's fee.
☐ (b) _____% of the rents upon which Receiving Broker's fee is calculated.
☐ (c) _____.

(3) Subsequent Sale to a Tenant: If Prospect leases all or part of a property and later agrees to buy all or part of the property, and Receiving Broker receives a fee, Receiving Broker will pay Referring Broker a fee equal to:

☐ (a) _____% of Receiving Broker's fee.
☐ (b) _____% of the sales price.
☐ (c) _____ .

C. Transactions: Referring Broker will be entitled to the fees stated in this Agreement in connection with: *(Check one box only)*

☐ one transaction during the Term.
☐ multiple transactions during the Term.

5. **SURVIVAL:** The obligations to pay fees earned during the Term and the obligations to pay fees under paragraphs 4B(2) and 4B(3) will survive the termination of this Agreement.

6. **RELATED PARTIES:** If a related party of Prospect agrees to buy or lease all or part of a property during the Term, Referring Broker will be entitled to all compensation under this Agreement as if Prospect had acquired the property. "Related party" means any assignee of Prospect, any family member or relation of Prospect, any officer, director, or partner of Prospect, any entity owned or controlled, in whole or part, by Prospect, and any entity that owns or controls Prospect, in whole or part.

7. **SPECIAL PROVISIONS:**

8. **LICENSED BROKERS:** The parties to this Agreement represent they are licensed real estate brokers in Texas or their respective state.

9. **ADDENDA AND OTHER DOCUMENTS:** Addenda that are part of this Agreement and other documents that may need to be provided are:

☐ A. Referring Broker's IRS Form (W-8 or W-9), if required (see www.irs.gov for requirements)
☐ B. _____
☐ C. _____

Receiving Broker's Printed Name	Referring Broker's Printed Name
Receiving Broker's Signature Date (or ☐ Receiving Broker's Associate)	Referring Broker's Signature Date (or ☐ Referring Broker's Associate)
Receiving Broker's Associate's Printed Name	Referring Broker's Associate's Printed Name

Referral Agreement Between Brokers

- **This document is required for All City to All City referrals. The agent working the transaction is the only one that needs to put the transaction in workspace and add the referring agent as a partner agent.**
- **Other referral agreements may be used for external referrals but must have amount of referral, the prospects information, broker information and be signed by both parties.**

4B(2)	This is ONLY REQUIRED to be completed if applicable. If agent does checks a box then it must be completed to include the amount.	r a b 4 b 2	#4 B (2)(a, b or c) must be checked and the amount entered.
4B(3)	This is ONLY REQUIRED to be completed if applicable. If agent does checks a box then it must be completed to include the amount.	r a b 4 b 3	#4 B(3) (a, b or c) must be checked and the amount entered.
4C	Only one box to be checked.	r a b 4 c	#4 C must have one box checked.
9	Addenda	r a b 9 A	#9A Referring broker to must provide the W9 for the brokerage.
10	Receiving Broker All information must be completed to include signature and the checkbox	r a b 1 0	Brokerage name, Receiving Broker or Broker's Associate Signature, Date must be complete.
11	Referring Broker All information must be completed to include signature and the checkbox	r a b 1 1	Brokerage name, Referring Broker or Broker's Associate Signature, Date must be complete.